

City of Fayetteville

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

Meeting Agenda - Final City Council Regular Meeting

Monday, August 8, 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 <u>22-2825</u> Approval of Meeting Minutes:

June 22, 2022 - Agenda Briefing

June 22, 2022 - Special

June 27, 2022 - Discussion of Agenda Items

June 27, 2022 - Regular

Attachments: 062222 Agenda Briefing

062222 Special

062722 Discussion of Agenda Items

062722 Reg

7.02 22-2819 P22-21. Rezoning of a property from Office Institutional (OI) to Limited Commercial (LC), located at the intersection of McArthur Road and Stacy Weaver (REID # 0530022660000), 3.59 acres ± and being the property of Thomas & Elizabeth McLean of Fayetteville, represented by Faison Covington. P22-21 Complete Application Attachments: 2. P22-21 Aerial Map P22-21 Zoning Map P22-21Land Use Map **Subject Property Surrounding Properties** Signed Consistency and Resonableness Statement P22-21 7.03 22-2820 P22-24. Initial zoning to Community Commercial (CC) as part as an annexation petition, located at 6765 Ramsey Street (REID #0541199007000), containing 15.29 acres ± and being the property of SRW Commercial Development, LLC, represented by Brad Shuler of Paramounte Engineering, Inc. Attachments: Plan Review Application P22-24 notification Map A22-24 Zoning Map P22-24 Land Use Map **Subject Property** Surrounding Property Consistancy and Reasonableness Statement 7.04 22-2824 P22-27. Rezoning from Office & Institutional (OI) to Limited Commercial (LC), located at 238 N. McPherson Church Road and 469 Vancouver Drive (REID #'s 0418415152000, 0418418223000), containing 2.06 acres ± and being the property of Sharlene R Williams Revocable Trust, RJPC II LLC and Sharlene Williams, C&S Commercial Properties, represented by Palmer Williams. Plan Review Application Attachments: P22-27 notification Map A22-27 Zoning Map P22-27 Land Use Map **Subject Property**

Consistancy and Reasonableness Statements

Surrounding Property

7.05	<u>22-2877</u>	Resolution to Appoint Jody Picarella, CPA as Finance Officer
	Attachments:	FO Resolution
7.06	<u>22-2852</u>	Adoption of Capital Project Ordinance Amendment 2023-11 to Provide Additional Construction Funding for the Devonwood Lower Dam Hurricane Matthew Recovery Project.
	Attachments:	1. COR-05 Duct Bank
		2. 2021-06-02 Cert of Final Approval
		3. 2021-08-20 Devonwood - Bulletin Drawing 2 - Duct Bank (1)
		4. Devonwood Lower Dam PW 1887 for \$1,429,420
		CPOA 2023-11 Devonwood Lower Dam
7.07	<u>22-2813</u>	Adoption of Special Revenue Fund Project Ordinance 2023-6 for the FY23 Juvenile Restitution Program
	Attachments:	SRO 2023-6 FY23 Juvenile Restitution
		Complete FY 22 23 Package 06152022
7.08	<u>22-2814</u>	Adoption of Special Revenue Fund Project Ordinance 2023-5 to Appropriate a \$60,000 Federal Homeland Security Grant for Search and Rescue Training
	Attachments:	SRO 2023-5 USAR Training
		FY2021 Homeland Security Grant EMW-2021-SS-0039
7.09	<u>22-2875</u>	Adoption of Budget Ordinance Amendment 2023-2 to Amend the Fiscal Year 2022-2023 Fee Schedule for Long and Short Term Daily Parking Rates at the Fayetteville Regional Airport
	Attachments:	BOA 2023-2 Fee Schedule
7.010	<u>22-2830</u>	Accept Federal Aviation Administration (FAA) Grant (Airport Improvement Program 54), Authorize the City Manager to Execute the Agreement with the FAA, and Adopt Capital Project Ordinance 2023-8 to Appropriate Grant Funds for Part III Airline Terminal Improvement Project
	Attachments:	FAA Grant Offer No. 3-37-0021-054-2022
		CPO 2023-8 Aiport Terminal Improvement Project Phase III
7.011	<u>22-2835</u>	Approval of Independent Auditor Contract - 2021 Pension Census Data Attestation and Communication from the Independent Auditor regarding the 2021 Pension Census Data Attestation
	Attachments:	2021 LGERS AUP Arrangement Letter

Meeting Agenda - Final

August 8, 2022

City Council Regular Meeting

<u>lgc-205-standard-audit-contract-LGERS-2021</u>

City Co	difficil Regular Meeting	Meeting Agenda - Final August 6,
7.012	<u>22-2836</u>	Resolution Authorizing a Quitclaim Deed of the City's Title to the County in Order to Expedite the Sale of Land located at 6341 Rutherglen Drive
	Attachments:	6341Rutherglen 6341Rutherglen
7.013	<u>22-2837</u>	Approval of License Agreement with Interspace Services, Incorporated d/b/a Clear Channel Airports Their Successors or Assigns at the Fayetteville Regional Airport
	Attachments:	Clear Channel- Proposed License Agreement 04272022 (Final w Comments)
7.014	22-2857	Phase 5 Annexation Area 32 East Section II Preliminary Assessment Resolution to be Adopted and Public Hearing
	Attachments:	par-preliminaryassessmentresolution32E.2
7.015	<u>22-2816</u>	Bid Recommendation - Resurface Various Streets 2023 - Phase I
	Attachments:	Resurface Various Streets 2023 Phase 1 Appendix B Combined Appendix C Combined Pavement Preservation Program Treatment Techniques
7.016	22-2868	Bid Recommendation - Teardrop Light Fixtures
	Attachments:	Bid Recommendation - Teardrop Light Fixtures
7.017	22-2869	Bid Recommendation - Primary Cable 1/0 AL & 750 MCM AL
	Attachments:	Bid Recommendation - Primary Cable 1 Al 750 MCM AL
7.018	<u>22-2781</u>	Certification of Results from the Cumberland County Board of Elections for the July 26, 2022 Municipal Election for Mayor, City Council Districts 1, 2, 3, 4, 5, 6, 7, 8, and 9.
	Attachments:	City of Fayetteville - Abstract
7.019	<u>22-2793</u>	Vote Yes Fayetteville Citizen Initiative Petition - Resolution Calling for a Special Election - November 8, 2022
	Attachments:	Letter Confirming Petition is Valid Resolution for Special Election
7.020	22-2880	Adoption of Transit Development Plan Update
	Attachments:	FAST ExecutiveSummary 070722 - Council TDP-Contents.Recommendations.Regional

Meeting Agenda - Final

August 8, 2022

City Council Regular Meeting

<u>Attachments:</u> Camping on Public Property Ordinance.pdf

8.0 STAFF REPORTS

8.01 <u>22-2872</u> Acceptance of the FY 2022 Year-End Strategic Performance Report

<u>Attachments:</u> FY 2022 4th Qtr. Strategic Performance Report - Copy

FY 2022 City Council Scorecard

9.0 PUBLIC FORUM

10.0 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.

10.01 Public Hearing on Order Authorizing \$60,000,000 Public Safety

Improvement Bonds, Bond Order Authorizing \$25,000,000 Streets, Sidewalk, and Connectivity Bonds, and Order Authorizing \$12,000,000

Housing Bonds

Consider Final Adoption of the Bond Orders and Resolution Calling for

a Bond Referendum

Attachments: Public Hearing Approval of Bond Orders and Resolution Calling for a Bond Refe

GO Bond -8.8.22

10.02 AX22-008: Annexation area located along the western side of Ramsey

Street, across from Slocomb Road and South of Wolfpoint Drive. Consisting of one parcel, being approximately 15.29 acres. Being the property of SRW Commercial Development, LLC (Palmer Williams,

Vice President). Case related to P22-24, Initial Zoning.

Attachments: Appendix A Summary of Comments AX22-08

Legal Description

Map by City

<u>Petition Sufficient 6-19-22</u> Proposed Ordinance 22-8

11.0 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.

Codes

<u>Attachments:</u> Peer City Comparison - Yard Parking - July 2022

Fayetteville Current Parking Code

Council Request - Vehicles In Front Yards

11.02 PWC Resolution # PWC2022.17 - Authorizing the Condemnation of

Easements Delegation of Authority to the General Manager

<u>Attachments:</u> Condemnation Request Resolution - PWC2022.17

12.0 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 August 8, 2022 - 7:00 p.m. Cable Channel 7 and streamed "LIVE" at FayTV.net

Notice Under the Americans with Disabilities Act (ADA):

The City of Fayetteville will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Any person who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in any City program, service, or activity, should contact the office of Human Relations at yamilenazar@fayettevillenc.gov, 910-433-1696, or the Office of the Citv Clerk 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: 22-2825

Agenda Date: 8/8/2022 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: August 8, 2022

RE:

Approval of Meeting Minutes: June 22, 2022 - Agenda Briefing

June 22, 2022 - Special

June 27, 2022 - Discussion of Agenda Items

June 27, 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

FAYETTEVILLE CITY COUNCIL AGENDA BRIEFING MINUTES ZOOM

JUNE 22, 2022 5:00 P.M.

Present: Mayor Pro Tem Katherine K. Jensen (District 1)

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

Mayor Mitch Colvin Absent:

Others Present: Douglas Hewett, City Manager

Karen McDonald, City Attorney

Telly Whitfield, Assistant City Manager

Jay Toland, Assistant City Manager

Gina Hawkins, Police Chief

Gerald Newton, Development Services Director Jennifer Baptiste, Planning and Zoning Manager

Craig Harmon, Planner

Dereke Planter, Code Enforcement Supervisor

Pamela Megill, City Clerk

1.0 CALL TO ORDER

Mayor Pro Tem Jensen called the meeting to order at 5:00 p.m.

2. AGENDA BRIEFING - Review of Items for the June 27, 2022, City Council Meeting

City staff presented the following items scheduled for the Fayetteville City Council's June 27, 2022, agenda:

CONSENT

P22-02. Initial Zoning from Cumberland County's Rural Residential (RR) and Residential 10 (R10) to City of Fayetteville's Limited Commercial/Conditional Zoning (LC/CZ), located at 7605, 7625, and 7615 King Road and 7483, 7475, 7461, and 7467 Rockfish Road and 0 Barbour Lake Road (REID #s 9494487094000, 9494479506000, 9494486009000, 9494486097000, 9494581091000, 9494574949000, 9494583040000, and 9494580282000), containing 16.0 acres \pm and being the properties of Robert L. Ferguson, Frances Ferguson, Betty L. Norton, Albert Kelly Jr., George E. Myers, and Phillip N. Smith.

P22-20. Initial zoning from Cumberland County's Rural Residential (RR) and Residential 10 (R10) to City of Fayetteville's Heavy Industrial (HI), located at 600, 602, and 606 N. Plymouth Street (REID #s 0447961856000, 0447958702000, 0447865061000, and 0447758819000), containing 83.0 acres \pm and being the property of Marie H Whisman Heirs and AOM II, LLC.

Uninhabitable Structures Demolition Recommendations

- 862 W. Orange Street District 2
- 912 Ramsey Street District 2
- 837 Varsity Drive District 3 308 Preston Avenue District 4

EVIDENTIARY HEARINGS

P22-13. Initial zoning from Cumberland County Planned Neighborhood Development (PND) to Single-Family Residential 15 (SF-15), located near Shawcroft Road at the end of the Kimsey Lane stub-out (REID # 0530484847000), containing 5.3 acres \pm and being the property of Tumbleweed Holdings, LLC, represented by Bobby Branch.

PUBLIC HEARINGS

AX22-001: Annexation area located along the southern side of King and Rockfish Roads, across from Lakewood Drive. Consisting of eight parcels and approximately 16.47 acres and being the property of Phillip Smith, Frances Ferguson, Albert Kelly, II, Betty Norton, and George Myers. Case related to P22-02, Initial Zoning.

AX22-003: Annexation area located within Kings Grant subdivision, along the western side of Shawcroft Road between Kimsey and Gregg Court (REID # 0530484847000). Consisting of approximately 5.22 acres and being the property of Tumbleweed Holdings, LLC. Case related to P22-13, Initial Zoning.

AX22-004: Annexation area located along the southern side of Dunn Road and the eastern side of N. Plymouth Street. Consisting of two parcels and a portion of two other parcels resulting in approximately 84.80 acres and being the property of AOM II, LLC. Case related to P22-20, Initial Zoning.

3.0 ADJOURNMENT

There being no further business, the meeting adjourned at $5:51~\mathrm{p.m.}$

Respectfully submitted,

PAMELA J. MEGILL MITCH COLVIN

PAMELA J. MEGILL City Clerk

MITCH COLVIN

062222

FAYETTEVILLE CITY COUNCIL SPECIAL MEETING MINUTES ST. AVOLD CONFERENCE ROOM JUNE 22, 2022 6:00 P.M.

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Shakeyla Ingram (District 2) (arrived at 8:12 p.m. via zoom); Antonio Jones (District 3); D. J. Haire (District 4); Johnny Dawkins (District 5); Chris Davis (District 6) (arrived at 8:12 p.m. via zoom); 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

Deborah Manzo, Evaluation Consultant

Pamela Megill, City Clerk

Mayor Colvin called the meeting to order at 6:02 p.m.

CLOSED SESSION

MOTION: Council Member Haire moved to go into a closed session for

privileged personnel matters.

SECOND: Council Member Dawkins

VOTE: UNANIMOUS (8-0)

The regular session recessed at 6:02~p.m. The regular session reconvened at 8:12~p.m.

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

SECOND: Council Member Wright

VOTE: UNANIMOUS (10-0)

MOTION: Council Member Dawkins moved to increase the City Manager

salary by 2 percent, all other benefits to remain at the

current level; no changes.

SECOND: Council Member Wright

VOTE: PASSED by a vote of 7 in favor to 3 in opposition (Council

Members Jensen, Ingram and Kinston)

MOTION: Council Member Dawkins moved to increase the City Attorney

salary by 3 percent, all other benefits to remain at the

current level; no changes.

SECOND: Council Member Davis

VOTE: PASSED by a vote of 6 in favor to 4 in opposition (Council

Members Jensen, Ingram, Banks-McLaughlin, and Kinston)

Mayor Colvin stated there will be a follow-up review/evaluation in six months' time.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:21 p.m.

Respectfully submitted,

WIND A MEGILIA

PAMELA J. MEGILL City Clerk 062222 MITCH COLVIN Mayor

FAYETTEVILLE CITY COUNCIL DISCUSSION OF AGENDA ITEMS MEETING MINUTES ST. AVOLD CONFERENCE ROOM, CITY HALL JUNE 27, 2022 6:00 P.M.

Present: Mayor Mitch Colvin (arrived at 6:09 p.m.)

Council Members Katherine K. Jensen (District 1) (arrived at 6:04 p.m.); 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 6:10 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

Gerald Newton, Development Services Director Jodi Phelps, Corporate Communications Director

Pamela Megill, City Clerk

Members of the Press

Council Member Wright called the meeting to order at 6:00 p.m.

Council Member Wright asked Council to review the consent and other items of business items for this evening.

Mr. Douglas Hewett, City Manager, provided an overview of Item 7.05, Adopt Resolution authorizing the sale of personal property by public auction - modular building located at 147 Old Wilmington Road.

Mayor Pro Tem Jensen provided an overview of Item 9.02, AX22-004: Annexation area located within Kings Grant subdivision, along the western side of Shawcroft Road between Kimsey and Gregg Court.

ADJOURNMENT

There being no further business, the meeting adjourned at $6:18~\mathrm{p.m.}$

Respectfully submitted,

PAMELA J. MEGILL MITCH COLVIN

City Clerk 062722

Mayor

FAYETTEVILLE CITY COUNCIL REGULAR MEETING MINUTES COUNCIL CHAMBER, CITY HALL, 433 HAY STREET JUNE 27, 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); 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

Mike Hill, Fire Chief

Randy Hume, Transit Director

Gerald Newton, Development Services Director Robert Stone, Construction Management Director Chris Cauley, Economic and Community Development

Director

Jodi Phelps, Corporate Communications Director Jennifer Baptiste, Planning and Zoning Manager

Craig Harmon, Senior Planner Pamela Megill, City Clerk Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order.

2.0 INVOCATION

The invocation was offered by Council Member Davis.

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. Brandon Price, incoming CEO of Habitat for Humanity, provided an update on current projects, and announced the final dedication of the last home in Oak Ridge Estates.

Mayor Colvin and Mr. Hewett, City Manager, presented Mr. Randy Hume, Transit Director, a retirement plaque in recognition of his 12 years of service to the City of Fayetteville and 44 years to the Transit Service.

Council Member Haire presented the Cool Springs Heritage Award to City Council in recognition of the inaugural Juneteenth Jubilee weekend.

5.0 CITY MANAGER REPORT

Mr. Douglas Hewett, City Manager, announced the City will be unveiling the July 4th Celebration schedule later this week. In addition, the Woodpeckers will be playing at SEGRA stadium on July 4, 2022.

6.0 APPROVAL OF AGENDA

MOTION: Council Member Wright moved to approve the agenda.

SECOND: Council Member Dawkins

VOTE: UNANIMOUS (10-0)

7.0 CONSENT AGENDA

MOTION: Council Member Ingram moved to approve the consent agenda.

SECOND: Council Member Jones
VOTE: UNANIMOUS (10-0)

7.01 Approval of Meeting Minutes:

June 6, 2022 - Work Session

June 9, 2022 - Budget Work Session

June 13, 2022 - Discussion of Agenda Items

June 13, 2022 - Regular

- 7.02 P22-02. Initial Zoning from Cumberland County's Rural Residential (RR) and Residential 10 (R10) to City of Fayetteville's Limited Commercial/Conditional Zoning (LC/CZ), located at 7605, 7625, and 7615 King Road and 7483, 7475, 7461, and 7467 Rockfish Road and 0 Barbour Lake Road (REID #s 9494487094000, 9494479506000, 9494486009000, 9494486097000, 9494581091000, 9494574949000, 9494583040000, and 9494580282000), containing 16.0 acres ± and being the properties of Robert L. Ferguson, Frances Ferguson, Betty L. Norton, Albert Kelly Jr., George E. Myers, Phillip N. Smith.
- 7.03 P22-20. Initial zoning from Cumberland County's Rural Residential (RR) and Residential 10 (R10) to City of Fayetteville's Heavy Industrial (HI), located at 600, 602, and 606 N. Plymouth Street (REID #s 0447961856000, 0447958702000, 0447865061000, and 0447758819000), containing 83.0 acres ± and being the property of Marie H Whisman Heirs and AOM II, LLC.
- 7.04 Adoption of a Resolution to Approve Submission of a Grant Application to the North Carolina Department of Transportation (NCDOT) for Urban Capital Matching Funds

PUBLIC TRANSPORTATION PROGRAM RESOLUTION, FY 2022 RESOLUTION, SECTION 5339, 5307 AND APPLICABLE STATE FUNDING, OR COMBINATION THEREOF. RESOLUTION NO. R2022-024

7.05 Adopt Resolution Authorizing the Sale of Personal Property by Public Auction - Modular Building located at 147 Old Wilmington Road

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AUTHORIZING THE SALE OF PERSONAL PROPERTY BY PUBLIC AUCTION. RESOLUTION NO. R2022-025

7.06 Adoption of Special Revenue Fund Project Ordinance 2022-15 for the Affordable Housing Trust Fund

Special Revenue Fund Project Ordinance 2022-15 to appropriate \$1,000,000.00 of State Direct Grant funding from the North Carolina Office of State Budget and Management for an affordable housing trust fund.

7.07 Adoption of Budget Ordinance Amendment 2023-1 and Special Revenue Fund Project Ordinances 2023-1, 2023-2, and 2023-3 for the funding of the CDBG, HOME, and HOPWA FY2022-2023 Programs per the Economic & Community Development Department's Annual Action Plan, and adoption of Special Revenue Fund Project Ordinance 2023-4 for funding of the HOME-ARP Program per the amendment of the FY 2021-2022 Annual Action Plan.

The City of Fayetteville is expected to be awarded three grants from the U.S. Department of Housing and Urban Development (HUD) for Fiscal Year 2022-2023. The Community Development Block Grant (CDBG), HOME Investment Partnership Grant (HOME), and Housing Opportunities for Persons with AIDS (HOPWA) will support activities identified in the Economic & Community Development Department's proposed 2022-2023 Annual Action Plan as approved by City Council on May 23, 2022. Special Revenue Fund Project Ordinances 2023-1, 2023-2, and 2023-3 will appropriate the operating budgets for the CDBG, HOME, and HOPWA programs, including the anticipated Federal grant proceeds and program income. The HOME grant requires a local match from the City. Budget Ordinance Amendment 2023-1 will appropriate a transfer of \$270,309.00 of General Fund fund balance for the local match portion.

In addition, the City was awarded HOME-ARP funds for its FY 2021-2022 Annual Action Plan that City Council also approved on May 23, 2022. Special Revenue Fund Project Ordinance 2023-4 will appropriate the operating budget for the HOME-ARP.

7.08 Adoption of Capital Project Ordinance Amendment 2022-66 to Provide Funding for Locks Creek Drainage Improvements

Capital Project Ordinance Amendment 2022-66 will appropriate \$800,000.00 to provide funding for the detailed survey and design of drainage improvements in Locks Creek.

7.09 Violent Crime Advocate Program - ARPA Funding

Allocation of \$375,400.00 of American Rescue Plan Act (ARPA) funds to the Violent Crime Advocate Program. The Violent Crime Advocate Program is a community-based public safety initiative that has shown results in decreasing violent crime in many cities across the nation. Council previously funded the program in FY 22. The Fayetteville Police Department is pursuing federal grants to expand and sustain the program. The ARPA project provides a unique opportunity to support community-based public safety initiatives under its final rule.

7.010 Uninhabitable Structures Demolition Recommendations

862 W. Orange Street - District 2

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIUM STANDARDS CODE OF THE CITY COUNCIL. 862 W. Orange Street. PIN 0437-59-4713 ORDINANCE NO. NS2022-023

912 Ramsey Street - District 2

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIUM STANDARDS CODE OF THE CITY COUNCIL. 912 Ramsey Street. PIN 0437-69-3548 ORDINANCE NO. NS2022-024

837 Varsity Drive - District 3

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIUM STANDARDS CODE OF THE CITY COUNCIL. 837 Varsity Drive. PIN 0428-97-3770 ORDINANCE NO. NS2022-025

308 Preston Avenue - District 4

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIUM STANDARDS CODE OF THE CITY COUNCIL. 308 Preston Avenue. PIN 0428-57-3759 ORDINANCE NO. NS 2022-026

8.0 LEGISLATIVE HEARINGS

8.01 P22-13. Initial zoning from Cumberland County Planned Neighborhood Development (PND) to Single-Family Residential 15 (SF-15), located near Shawcroft Road at the end of the Kimsey Lane stub-out (REID # 0530484847000), containing 5.3 acres ± and being the property of Tumbleweed Holdings, LLC, represented by Bobby Branch.

Mr. Craig Harmon, Planner II, presented this item and stated the applicant is seeking to annex and initially zone a property totaling 5.3 acres, from Cumberland County Planned Neighborhood Development (PND) to Single-Family Residential 15 (SF-15) to match the adjoining zoning. No site plan has been submitted in conjunction with this request. The SF-15 is established to accommodate principally single-family detached residential development at low densities subject to the design standards in Article 30-5.

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

Mr. Michael Blakley, 6728 Carbonton Road, Sanford, NC, appeared in favor and asked Council to approve the initial zoning request.

Mr. Bobby Branch, 402 Forestwood Park Road, Sanford, NC, appeared in favor and asked Council to approve the initial zoning request.

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

Discussion ensued.

MOTION:

Mayor Pro Tem Jensen moved to approve the initial zoning/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 land use plan calls for Low-Density Residential and the SF-15 district meets that description; Low-Density Residential is best described as mainly single-family residential with some accessory dwellings; occasionally with duplexes (if isolated) or townhomes. Lots typically 1 to 4 dwellings per acre. Suburban, auto-oriented character with utility services. The SF-15 is also in keeping with previous City Council actions on neighboring properties. The uses permitted by the SF-15 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.

SECOND: Council Member Kinston

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

9.0 PUBLIC HEARINGS

9.01 AX22-001: Annexation area located along the southern side of King and Rockfish Roads, across from Lakewood Drive. Consisting of

eight parcels and approximately 16.47 acres and being the property of Phillip Smith, Frances Ferguson, Albert Kelly, II, Betty Norton, and George Myers. Case related to P22-02, Initial Zoning.

Ms. Jennifer Baptiste, Planning and Zoning Manager, presented this item and stated the owners of the eight parcels have submitted petitions requesting annexation of 16.47 acres ± on the southern side of Rockfish and King Roads, adjacent to Jack Britt High School and abutting the current City Limit line. Draft plans for a commercial development were submitted to the City in January 2022; plans were also submitted along with the Initial Zoning application since a Conditional Zoning is being requested. The applicant has requested an initial zoning of the area to LC Limited Commercial/CZ Conditional Zoning. The Zoning Commission recommended approval of the zoning and conditions as requested on May 10, 2022.

The professional Planning staff recommends approval of the annexation and initial zoning request. Staff also recommended approval of Conditions associated with the initial zoning to LC/CZ.

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

Mr. Mark Candler, 171 Brooke Run, Lumber Bridge, NC, appeared in favor and stated he is the commercial realtor for this item.

Mr. Gregory Whitley, 131 S. Cool Spring Street, Fayetteville, NC, appeared in favor, and stated he is the attorney representing for this item

Mr. Charlie Worthen, 4799 Northside Drive, NW, Atlanta, GA, appeared in favor, and stated he is a member of the development team for this item.

Mr. Rick Myskey, 6550 Windy Creek Way, Fayetteville, NC, appeared in favor and requested a crime and security study of the area to ensure safety for the neighboring residents.

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

Discussion ensued.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. Property located along King and Rockfish Roads Across from Lakewood Drive Eight Parcels: PIN: 9494583040, 9494574949, 9494479506, 9494487094, 9494580282, 9494486097, 9494486009, 9494581091. REID: 9494583040000, 9494574949000, 9494479506000, 9494487094000, 9494580282000, 9494486097000, 9494486009000, 9494581091000. ANNEXATION ORDINANCE NO. 2022-06-584

MOTION: Council Member Davis moved to adopt the proposed ordinance

annexing the area effective June 27, 2022, and establish the initial zoning consistent with the Zoning Commission $\left(\frac{1}{2}\right)^{2}$

recommendation.

SECOND: Mayor Pro Tem Jensen VOTE: UNANIMOUS (10-0)

9.02 AX22-003: Annexation area located within Kings Grant subdivision, along the western side of Shawcroft Road between Kimsey and Gregg Court (REID # 0530484847000). Consisting of approximately 5.22 acres and being the property of Tumbleweed Holdings, LLC. Case related to P22-13, Initial Zoning.

Ms. Jennifer Baptiste, Planning and Zoning Manager, presented this item and stated the applicant, Tumbleweed Holdings, LLC, Managing Member Bobby Branch, submitted a petition requesting annexation of

5.22 acres ± on the western side of Shawcroft Road, within Kings Grant Subdivision abutting the current City Limit line. The applicant has submitted draft plans to the City to develop a low-density residential subdivision on adjacent properties and to place the storm water facility on this parcel. The applicant has requested an initial zoning of the area to Single-Family Residential 15 (SF15), Low-Density Single-Family Residential. The Zoning Commission recommended approval of the zoning request on April 12, 2022.

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

Mr. Michael Blakley, 6728 Carbonton Road, Sanford, NC, appeared in favor and asked Council to approve the proposed annexation ordinance.

Mr. Bobby Branch, 402 Forestwood Park Road, Sanford, NC, appeared in favor and asked Council to approve the proposed annexation ordinance.

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

Discussion ensued.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. Property located within Kings Grant Subdivision Located on the Western side of Shawcroft Road, between Kimsey and Gregg Court within Kings Grant Subdivision REID: 0530484847000. ANNEXATION ORDINANCE NO.2022-06-585

MOTION: Mayor Pro Tem Jensen moved to adopt the proposed ordinance annexing the area effective June 27, 2022, and establish the initial zoning consistent with the Zoning Commission

recommendation.
Council Member Wright

SECOND: Council Member Wright

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

9.03 AX22-004: Annexation area located along the southern side of Dunn Road and the eastern side of N. Plymouth Street. Consisting of two parcels and a portion of two other parcels resulting in approximately 84.80 acres and being the property of AOM II, LLC. Case related to P22-20, Initial Zoning.

Ms. Jennifer Baptiste, Planning and Zoning Manager, presented this item and stated the owner of the four parcels has submitted a petition requesting annexation of 84.83+/- acres on the southern side of Dunn Road and the eastern side of N. Plymouth Street abutting the current City Limit line. A preliminary plan for heavy industrial buildings has been submitted. Additional plans shall be required for review and approval prior to development occurring. The applicant has requested an initial zoning of the area to HI Heavy Industrial. The Zoning Commission recommended approval of the zoning as requested on May 10, 2022. The professional Planning staff recommends approval of the annexation and initial zoning request

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

Ms. Brandy Zackery, 1136 South Park Drive, Bowling Green, KY, appeared in favor and stated she is the civil engineer for this item.

Mr. David Allen, 780 Fallon Grove Way, Raleigh, NC, appeared in favor and stated he is a member of the development team for this item.

Mr. Ryan Krall, 201 Riverplace Street, Greenville, SC, appeared in favor and stated he is a member of the development team for this item.

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

Discussion ensued.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA Property NC Fayetteville Dunn, LLC Located on the Southern side of Dunn Road and Eastern side of N Plymouth Street REID: 00447865061000, 0447-96-1856000, and a portion of 0447758819000 and 0447958702000. ANNEXATION ORDINANCE NO. 2022-06-586

MOTION: Council Member Ingram moved to adopt the proposed ordinance

annexing the area effective June 27, 2022, and establish the initial zoning consistent with the Zoning Commission

recommendation.

SECOND: Council Member Jones
VOTE: UNANIMOUS (10-0)

10.0 OTHER ITEMS OF BUSINESS

10.01 Order Authorizing \$60,000,000 Public Safety Improvement Bonds, Order Authorizing \$25,000,000 Streets, Sidewalk, and Connectivity Bonds, and Order Authorizing \$12,000,000 Housing Bonds Discussions of Projected Projects

Mr. Jay Toland, Assistant City Manager, presented this item and stated City Council is asked to consider the adoption of the attached bond orders for \$60,000,000.00 Public Safety Improvement Bonds, \$25,000,000.00 Streets, Sidewalk, and Connectivity Bonds, and \$12,000,000.00 Housing Bonds, and to take several other actions required to proceed with related bond referendums on November 8, 2022.

Staff is also prepared to discuss projected projects and receive feedback on Council's priority list of projects.

There is no budget impact at this time. If voters authorize the City Council to issue the aggregate amount of \$97,000,000.00 in General Obligation Bonds in November, then the City Council would have seven years to use that debt capacity. The City Council is not required to issue the authorized bonds or to use all of the authorized debt capacity. Any debt issued would have to be repaid.

Discussion ensued.

MOTION: Council Member Ingram moved to adopt the Order Authorizing

\$60,000,000.00 Public Safety Improvement Bonds.

SECOND: Council Member Kinston

VOTE: UNANIMOUS (10-0)

MOTION: Council Member Wright moved to adopt the Order Authorizing

\$25,000,000.00 Streets, Sidewalk, and Connectivity Bonds.

SECOND: Council Member Kinston

VOTE: UNANIMOUS (10-0)

MOTION: Council Member Haire moved to adopt the Order Authorizing

\$12,000,000.00 Housing Bonds Order.

SECOND: Council Member Wright

VOTE: UNANIMOUS (10-0)

MOTION: Council Member Kinston moved to set the public hearing on

the bond orders for 7:00~p.m. on August 8, 2022, in the Council Chambers at City Hall and publish the bond orders in The Fayetteville Observer no later than six days prior

to the public hearing.

SECOND: Council Member Ingram

VOTE: UNANIMOUS (10-0)

11.0 ADMINISTRATIVE REPORTS

11.01 Strategic Communications Plan

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

12.0 ADJOURNMENT

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

Respectfully submitted,

PAMELA J. MEGILL City Clerk 062722 MITCH COLVIN Mayor



City of Fayetteville

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

City Council Action Memo

File Number: 22-2819

Agenda Date: 8/8/2022 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

Jennifer C Baptiste, CZO - Planning and Zoning Division Manager

FROM: Chester Green - Senior Planner

DATE: August 8, 2022

RE:

P22-21. Rezoning of a property from Office Institutional (OI) to Limited Commercial (LC), located at the intersection of McArthur Road and Stacy Weaver (REID # 0530022660000), 3.59 acres ± and being the property of Thomas & Elizabeth McLean of Fayetteville, represented by Faison Covington.

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

Executive Summary:

The applicants are requesting to rezone an undeveloped property at the corner of Stacy Weaver Drive and McArthur Road. The property was rezoned to Office and Institutional (OI) in 2013. Initially, the request was to rezone the property to Neighborhood Commercial (NC), but the City Council voted to rezone the property to the more restrictive OI district.

The applicant submitted a new application in 2016 for the property to be rezoned to LC, but he was willing to accept a zoning change to NC. City Council denied this rezoning.

The applicants have submitted this application to rezone the property from Office Institutional (OI) to Limited Commercial (LC). On June 14, 2022, the Zoning Commission heard the case and voted unanimously (5-0) to recommend approval of the rezoning application.

Background:

Owner: Mclean Development Corporation

Applicant: Faison Covington Requested Action: OI to LC

Property Address: northwest corner of Stacy Weaver Drive and McArthur Road.

Council District: 1

Status of Property: Undeveloped

Size: 3.59 acre +/-

Adjoining Land Use & Zoning:

North - SF-10: Single Family Residential

South - NC & LC: Commercial

West - SF-10: Single Family Residential

East - SF-10: Commercial Office

Letters Mailed: 61

Land Use Plan: Neighborhood Mixed Use (NMU)

Land Use Plans:

With the adoption of the 2040 Comprehensive Plan: Future Land Use Map & Plan on May 26, 2020. All properties within the city limits as well as properties identified as being in the Municipal Influence Area (MIA) are subject to this plan.

According to the Plan, it is recommended that this portion of the city should be developed as Low Neighborhood Mixed Use (NMU).

Neighborhood Mixed Use is best described as neighborhood scale commercial uses, Horizontal mix of uses and vertically in key locations with buildings of 1-3 stories. Smaller scale multi-family, attached and small lot single family are encouraged.

Issues/Analysis:

History:

This proposed rezoning is located at the intersection of Rosehill, Stacy Weaver and McArthur Roads. In 2012, the owners asked for and were granted a right of way abandonment for the unopened portion of Farmview Drive that bisected this property. Currently the north side of McArthur Road is all zoned for Office and Institutional. The south side of McArthur Road, however, has both a library branch and a shopping center.

The shopping center consists of a grocery store and several outparcels. The property is border to the north by a single family neighborhood.

In 2013, the City Council rezoned this property from Single-family Residential 10 (SF-10) to Office & Institutional (OI). The initial application was a request to Neighborhood Commercial (NC). However, when the item was presented to City Council, Council voted to rezone to a more restrictive zoning district - Office & Institutional (OI) district.

In 2016, the owners submitted another application to rezone the property from OI to Limited Commercial (LC) but were willing to accept a zoning change to NC. Zoning Commission recommended approval of rezoning to NC. On September 12, 2016, this item went before City Council with a recommendation of approval from staff and The Zoning Commission. City Council voted eight in favor of denial and two in opposition.

Surrounding Area:

The site is bordered by a mix of zoning districts including SF-10, NC, and LC. Rezoning Request:

The applicant is requesting to rezone the property from OI to LC which would allow for the development of more commercial uses.

The construction of the 295 Outer Loop and resulting interchange located within a mile of the subject property have increased the importance of orderly and consistent development on the subject property. The requested zoning district is in accordance with its place on a major arterial road that feeds directly into the developing 295 transit system. Furthermore, the natural increase in population of the area lends more importance to developing close-by commercial uses that are convenient and accessible to the surrounding population.

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 OI to LC.

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 district.

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 Neighborhood Mixed Use (NMU). This category is best described as neighborhood scale commercial uses, Horizontal mix of uses: vertically in key locations. Buildings 1-3 stories. Smaller scale multi-family, attached and small lot single family. Lower density on edges.

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 map amendment/rezoning to LC;
- 2. Recommend approval of the map amendment/rezoning to a more restrictive zoning district; or
- 3. Recommend denial of the rezoning request.

Recommended Action:

Zoning Commission and Professional Planning Staff recommend that City Council move to Approve 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). The Future Land Use Plan calls for the subject property to be developed as Neighborhood Mixed Use (NMU) is best described as neighborhood scale commercial uses, Horizontal mix of uses: vertically in key locations. Buildings 1-3 stories. Smaller scale multi-family, attached and small lot single family. Lower density on edges.
- The uses permitted by the LC 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. Application
- 2. Aerial Notification map
- 3. Zoning Map
- 4. Land Use Plan Map

- 5. Subject Property
- 6. Surrounding Property Photos
- 7. UDO Table of Uses
- 8. Consistency and Reasonableness Statements



Planning & Zoning

433 Hay Street Fayetteville, NC 28301 910-433-1612

www.fayettevillenc.gov

Project Overview #698247

Project Title: McLean Property

Jurisdiction: City of Fayetteville

Application Type: 5.1) Rezoning (Map Amendment) State: NC

Workflow: Staff Review County: Cumberland

Project Location

Project Address or PIN: 0 ? DR (0530022660000)

GIS Verified Data

Property Owner: Parcel

• 0 ? DR: THOMAS R & ELIZABETH E MCLEAN

• 0 ? DR: 3.59

FOUNDATION INC

Zoning District: Subdivision Name:

Fire District:

Hospital Overlay District:

Coliseum Tourism District:

Cape Fear District: Downtown Historic District:

Haymount Historic District: Floodway:

100 Year Flood: 500 Year Flood:

Watershed:

General Project Information

Has the land been the subject of a map amendment
Previous Amendment Approval Date:

application in the last five years?: No

Previous Amendment Case #:

Acreage to be Rezoned: 3.59

Water Service: Public

A) Please describe all existing uses of the land and existing

structures on the site, if any:

Land is vacant

• •

Proposed Zoning District: LC

Is this application related to an annexation?: No

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.:

SF10 designations in rear of subject property

NC & LC designations across street from subject property

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.:

Based upon previous discussions with staff and review of the 2040 Comprehensive Plan Map, the area encompassing the subject

Created with idtPlans Review 4/21/22 McLean Property Page 1 of 3

property and property across the street is designated Neighborhood Mixed Use. The properties are surrounded by medium density residential properties, and therefore reasonable development of the subject tract as limited commercial would appear to be directly in accordance with the land range plans and would assist the surrounding residential developments by providing nearby and accessible commercial services.

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

The construction of the 295 loop and resulting interchanges have increased the importance of orderly and consistent development on the subject property. Again, limited commercial use appears to be completely in accordance with its place on a major arterial road that feeds directly into the developing 295 transit system. Furthermore, the natural increase in population of the area lends more importance developing close-by commercial uses that are convenient and accessible to the surrounding population.

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

The subject property is in a location that will be convenient to the area population as a commercial site. Nearby and convenient commercial development is a benefit to the surrounding residential communities - it is in line with existing land use plans, will help reduce problems with managing vacant property, and will add to the local tax base without unduly burdening existing infrastructure.

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 area across the road from the subject property is zoned NC & LC. The proposed amendment will compliment existing zoning in the area and benefit the surrounding community needs, while adding to the local tax base, without unduly burdening existing infrastructure.

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

When this subject property is developed using LC zoning, it will enhance the other commercial properties and enable the area to expand shopping activities.

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

Additional and convenient commercial facilities are needed to service the residential population of the area. Reasonable development will meet these community needs without unduly burdening additional infrastructure.

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

The property is vacant and there are no pending contracts. We do not see why an unneccessary strip-style commercial building will be built on this property.

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 subject property is located on one of the four corners at the intersection of McArthur Road and Stacy Weaver Drive/Rosehill Road. This property is now vacant. All of the three corners are presently occupied by buildings. The property directly across McArthur Road from the subject property is zoned NC and LC. There is a shopping center located on that site. All of these tracts are classified the same under the 2040 Comprehensive Plan.

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

This amendment, when granted, will have no negative impact on the property values of its neighbors due to the elimination of an undeveloped and un-landscaped property in the area. In addition, it will also eliminate an area that has been used in the past for trash dumping and also as an unsafe wooded path from the College Lakes area to the strip shopping center across McArthur Road. We feel that this amendment will result in a more attractive neighborhood for the residential area in the rear of the subject property and help maintain property values for the owners.

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

There are no adverse impacts on the natural environment that are evident at the present, nor that we are aware of in the future.

Primary Contact Information

Faison Covington
Thomas R & Elizabeth E McLean Foundation Inc.
P.O. Box 58329
Fayetteville, NC 28305
P:1-704-877-0040
rfcovington@gmail.com

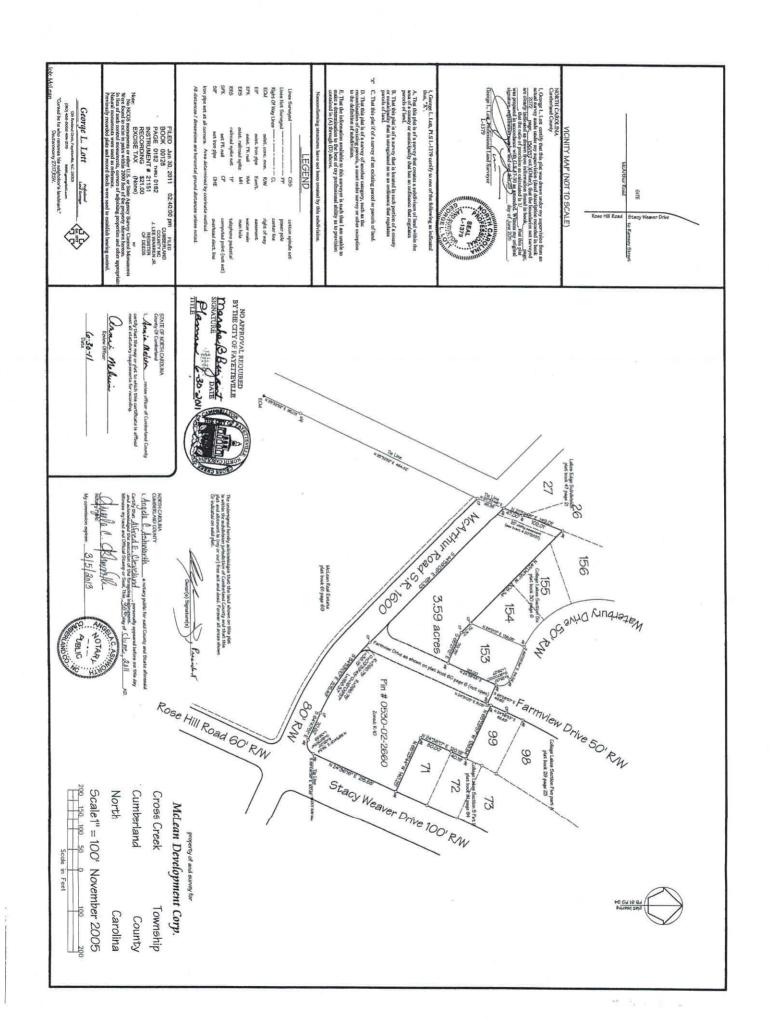
NC State License Number:

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

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

McLean Foundation
Thomas R & Elizabeth E McLean Foundation Inc.
P.O. Box 58329
Fayetteville, NC 28305
P:1-910-252-8858
angela@themcleanfoundation.org

Contractor's NC ID#:



Ownership History

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	THOMAS R & DIZABETH E MCLEAN FOUNDATION INC	DE-DEED	100	0		009803	00123	2/11/2016
1 Back	MCLEAN DEVELOPMENT CORP	WD-WARRANTY DEED	100	0		002072	00135	7/1/1984

AK09803 PG0123

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS

FILED Feb 11, 2016 AT 04:35:25 pm BOOK 09803 START PAGE 0123 **END PAGE** 0124 **INSTRUMENT#** 04052 RECORDING \$26.00 **EXCISE TAX** (None)

NORTH CAROLINA NON-WARRANTY DEED

GRANTOR	GRANTEE
McLean Development Corp., a North Carolina corporation, wholly owned by the Estate of Thomas R. McLean P.O. Box 58329 Fayetteville, NC 28305	Thomas R. and Elizabeth E. McLean Foundation, Inc., a North Carolina nonprofit corporation P.O. Box 58329 Fayetteville, NC 28305

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WHEREAS, that the Grantor conveys unto Grantee in fee simple, all that certain lot or parcel of land situated in the City of Fayetteville, Carver's Creek Township, Cumberland County, North Carolina and more particularly described as follows:

BEING a portion of that real property described in TRACTs #3 and #4 by deed recorded in Book 2072 at Page 135 of the Cumberland County, North Carolina Registry and also being that parcel of land bearing Tax Parcel ID No. 0530-02-2660 and described for tax purposes as 3.59 acres McLean Development Corp.

FOR HISTORY OF TITLE, SEE (i) instrument recorded in Book 2072, Page 135 of the Cumberland County Registry and (ii) Estate File No. 98 E 1444 for the Estate of Thomas R. McLean of record in the Office of the Clerk of Superior Court of Cumberland County.

A map showing the above described property is recorded in Plat Book 128, Page 182.

The property was not the principal residence of the Grantor.

BK09803 PG0124

TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title or description to the properties hereinabove described.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed and delivered.

McLean Development Corp.	(SEAL)
(Corporate Name) By: President	(SEAL)
ATTEST: Secretary	(SEAL)
(Corporate Seal)	
STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND	
I, the undersigned Notary Public of the County and State came before me this day and acknowledged that he is the Presid corporation, and that by authority duly given and as the act of the name by its President, sealed with its corporate seal, and attested by	Corporation, the foregoing instrument was signed in its Angela Ashworth as its Secretary.
Witness my hand and Notarial stamp or seal, this 11 day	of February, 2016.
My Commission Expires: 11/12/3019	Louise M. Collocure, Notary Public
SEALIGIAMPI N. COLOGIA NOTAR (N.P. SEAL)	
O LOTARL ALL (IV.F. OLAL)	

BOOK 2072 PAGE 135

CORPORATION WARRANTY DEED

NORTH CAROLINA CUMBERLAND COUNTY .

THIS DEED, made this 30th day of November, 1967, by COLLEGE LAKES, INC., a N. C. Corporation, with its principal office in Cumberland County, North Carolina, party of the first part, to ELLISON DEVELOPMENT CORP., a N. C. Corporation, with its principal office in Cumberland County, North Carolina, party of the second part:

WITNESSETH:

THAT said party of the first part, in consideration of other good and valuable considerations and the sum of Ten (\$10.00) Dollars, to it paid by the said party of the second part, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell, and convey unto said party of the second part and its successors and assigns, a tract or parcel of land in the County of Cumberland, and State of North Carelina, in Carver's Creek Township, namely:

TRAGT #1: BEGINNING at the southeast corner of Lot No. 306 of College Lakes, Part A, Section X as recorded in Book of Plats 32, page 44 and running thence with the eastern line of said lot and Lot No. 305 North 59 degrees 13 minutes East 219.15 feet to the southwest corner of Lot No. 304; thence a new line South 56 degrees 26 minutes East 50.0 feet to a corner in the little pond; thence down said pond North 11 degrees 47 minutes East 410.0 feet to the P.C. of a curve in the southern right-of-way of Chesapeake Road; thence with it South 78 degrees 13 minutes East 100.0 feet to the P.C. of a curve (the radius of which is 763.12 feet); thence with it an arc distance of 10.0 feet to the western line of an unrecorded Lot No. 176; thence with the western line of it South 11 degrees 02 minutes West 122.87 feet to the corner of Lot No. 174, College Lakes, Section VI, as recorded in Book of Plats No. 30, page 6; thence with the rear line of Lots 174, 173, 172, 170, 168 and 167 South 15 degrees 03 minutes West 163.44 feet; thence South 5 degrees 58 minutes East 136.06 feet; thence South 62 degrees 07 minutes East 126.48 feet; thence South 39 degrees 07 minutes West 100.00 feet; thence North 41 degrees 10 minutes West 79.89 feet; thence South 80 degrees 17 minutes West 141.15 feet; thence South 62 degrees 34 minutes West 226.92 feet; thence with the southeastern line of Tract No. 8 of the original deed from Golden Belt Orchards South -58 degrees 10 minutes West 641.57 feet to the eastern right-of-way margin of McArthur Road; thence with it North 45 degrees 03 minutes West 250.61 feet to the P.I. of a curve; thence North 72 degrees 33 minutes East 140.0 feet; thence North 17 degrees 27 minutes West 30.0 feet; thence North 72 degrees 33 minutes East 261.79 feet; thence North 24 degrees 54 minutes East 70.11 feet; thence South 65 degrees 06 minutes East 316.01 feet to and with the southern line of Lots No. 366, 353 and 352 to the corner of Lot No. 350 of College Lakes, Section X, Part A; thence with the western line of said

BOOK 20'72 PAGE 136

thence with the southern line of Lot No. 349 South 65 degrees 06 minutes East 140.0 feet to the western margin of Carteret Place; thence South 28 degrees 31 minutes West 37.26 feet; thence South 57 degrees 52 minutes East to and with the southern line of Lot No. 333 203.89 feet to a point in the rear of Lot No. 326; thence with the rear of said lot and Lots Numbers 325 and 324 South 24 degrees 54 minutes West 18.41 feet; thence South 31 degrees 03 minutes West 65.16 feet; thence South 49 degrees 30 minutes West 64.69 feet to the northwest corner of Lot No. 324; thence with the southern line of it South 40 degrees 30 minutes East 146.98 feet to the northwestern margin of Anson Drive; thence South 50 degrees 12 minutes West 10.85 feet; thence crossing Anson Drive to and with the southern line of Lot No. 306 South 39 degrees 06 minutes East 219.0 feet to the Beginning.

Excepted from the above description is a 20 feet utility easement running along the southern and western property lines from the margin of the Rose Hill Road to McArthur Road.

TRACT #3: BEGINNING at an iron pipe in the eastern margin of FarmView Drive; the southwest corner of Lot #99 of College Lakes, Section V as recorded in Book of Plats 29, page 23, Cumberland County
Registry, and running thence with the eastern margin of Farmview
Drive extended South 24 degrees 35 minutes West 310.21 feet to the
P.G. of a curve (the radius of which is 25.0 feet) at the intersection of Farmview Drive extended and McArthur Road; thence with said
curve, an arc distance of 31.60 feet to the P.C. of a curve (the
radius of which is 596.23); thence with said curve as it curves to
the East, an arc distance of 171.33 to the P.T. of said curve in the
northeastern margin of McArthur Road; thence continuing with it South
64 degrees 47 minutes East 68.33 feet to the P.C. of a curve (the
radius of which is 25.0 feet) at the intersection of the margin of
McArthur Road with the western margin of Stacy Weaver Drive; thence
with said curve in a northerly direction, an arc distance of 39.54
feet to the P.T. of said curve in the western right-of-way of Stacy
Weaver Drive; thence with it North 24 degrees 35 minutes East 376.11
feet to the P.C. of a curve (the radius of which is 1044.6 feet);
thence with said curve as it curves to the East, an arc distance of
400.70 feet to a point; thence North 43 degrees 26 minutes West
142.17 feet to a point in the rear of Lot #93 of Part A, College
Lakes, Section V; thence with the rear of Lot #93 of Part A, College
Lakes, Section V; thence with the rear of Lot #93 of Part A, College
minutes East 92.61 feet; thence South 38 degrees 32 minutes West
88.31 feet; thence
South 30 degrees 00 minutes West 147.48 feet; thence South 24 degrees 35 minutes West 78.26 feet to the southeast corner of Lot #99;
thence with the scuthern line of it North 65 degrees 25 minutes
West 140.0 feet to the Beginning.

Included with the above is the right of ingress and egress over Farmview Drive extended to McArthur Road.

BOOK 2072 PAGE 137

TRACT #4: BEGINNING at an iron pipe, the southeast corner of Lot No. 154 as shown on the plat of College Lakes, Section VI and recorded in Book of Plats 30, page 6, Cumberland County Courthouse, and runs thence with the eastern line of Lot No. 154 North 24 degrees 35 minutes East 138.20 feet to the northeast corner of Lot No. 154 in the southern margin of Waterbury Drive as shown on the aforementioned plat of College Lakes, Section VI; thence with the southern margin of Waterbury Drive South 65 degrees 25 minutes East 85.0 feet to the P.C. of a curve, the radius of which is 25.0 feet; thence as it curves to the South, an arc distance of 39.3 feet to the P. T. of said curve in the western margin of Farmview Drive, as shown on said plat; thence with the western margin of Farmview Drive South 24 degrees 35 minutes West 264.96 feet to the P.C. of another curve, the radius of which is 25.0 feet; thence with it as it curves westward, an arc distance of 48.15 feet to the P.T. of the curve in the northern margin of the McArthur Road; thence with the northern margin of the McArthur Road; thence with the northern margin of the McArthur Road; thence with the northern margin of the McArthur Road; thence with the northern margin of the McArthur Road; thence with it North 21 degrees 49 minutes East 149.18 feet to an iron pipe, a corner of Lot No. 156, as shown on the plat of College Lakes, Section VI; thence with the rear and southern line of Lots 156, 155 and 154 South 45 degrees 03 minutes East 308.34 feet to the Beginning.

Excepted, from the above is a 20 feet utility easement along its western line from Lot #156, College Lakes, Section VI to McArthur Road.

TRACT #5: BEGINNING at an iron stake in the southern margin of Chesapeake Road, said iron stake being the northwest corner of Lot No. 177 as shown on the Plat of College Lakes, Section VI, and recorded in Book of Plats No. 30, page 6, Cumberland County Registry; and runs thence with the western line of Lot No. 177 South 5 degrees 15 minutes West 125.17 feet to the southwest corner of Lot No. 177 in the northern line of Lot No. 174 as shown on said plat; thence with it North 80 degrees 26 minutes West 89.70 feet to the northwest corner of Lot No. 174; thence North 11 degrees 02 minutes East 122.87 feet to a point in the southern margin of Chesapeake Road, said point being on a curve; the radius of which is 763.12 feet; thence with said curve in an eastwardly direction, an arc distance of 77.0 feet to the Beginning,

TRACT #6: BEGINNING at an iron stake in the northern margin of Chesapeake Road, said iron stake being the southwest corner of Lot No. 211 as shown on the Flat of College Lakes, Section VI, and registered in Book of Plats 30, page 6, Cumberland County Registry; and runs thence with the western line of Lot No. 211 North 4 degrees 02 minutes East 201.50 feet to an iron stake, the northwest corner of Lot No. 211, in the southern margin of a 70 foot powerline easement of C. P. & L.; thence with said southern margin of the easement North 65 degrees 06 minutes West 64.20 feet to a point; thence South 11 degrees 02 minutes West 64.20 feet to a point; thence South 12 degrees 06 minutes West 220.95 feet to a point in the northern margin of Chesapeake Road, said point being on a curve, the radius of which is 713.12 feet; thence with said curve in an eastwardly direction, an arc distance of 87.11 feet to the point of Beginning. Also to be conveyed with this lot the area on the North side or rear of said lot bounded by an extension of the eastern and western lines to their intersection with the center line of the C. P. & L. 70 feet right-of-way and being all that portion of the southern half of C. P. & L. right-of-way, lying immediately behind this lot.

TRACT #7: BEGINNING at an iron pipe in the southern margin of Stacy Weaver Drive, said iron pipe being the northeast corner of

BOOK 2072 PAGE 138

Lot No. 90, as shown on the plat of College Lakes, Section I recorded in Book of Plats 20, page 58, Cumberland County Registry; and running thence with the southern margin of Stacy Weaver Drive South 65 degrees 24 minutes East 386.88 feet to its intersection with the western right-of-way margin of U. S. Highway No. 401 North, the right-of-way of which is 100 feet, and said point being 50 feet from the centerline of U. S. Highway No. 401 North; thence with the western right-of-way margin South 22 degrees 33 minutes West 86.71 feet to the P. C. of a curve, the radius of which is 2177.66 feet; thence with the curve and the western margin of U. S. Highway No. 401 North, an arc distance of 609.90 feet to the P. T. of said curve; thence continuin with the western right-of-way margin South 6 degrees 30 minutes West 783.04 feet to its intersection with the southern property line of College Lakes, Section I; thence with it North 74 degrees 08 minutes West 748.34 feet to the southeast corner of Lot No. 80, as shown on the plat of College Lakes, Section I; thence with the rear and eastern lines of Lots 80 through 90 North 24 degrees 36 minutes East 1543.3 feet to the Beginning, containing 18.18 acres.

TRACT #8: BEGINNING at an iron pipe, the southeast corner of the tract of which this is a part, and runs thence with the southern line of the tract of which this is a part and the lines of Rankin and Huske North 69 degrees 15 minutes West 1430 feet to a point in said line; thence a new line North 6 degrees 00 minutes East about 2800 feet to a point in the centerline of the Andrews Road; thence with the centerline of the Andrews Road about 360 feet to its intersection with the northern line of the tract of which this is a part; thence with it South 70 degrees 15 minutes East 2252.6 feet to the northeast corner of the tract of which this is a part; thence with the eastern line of it South 21 degrees 30 minutes West 2772.0 feet to the Beginning. Containing 123 acres more or less.

TRACT #9: BEGINNING at a point in the northern line of the tract of which this is a part, said point being where the centerline of the Andrews Road intersects said line and being North 70 degrees 15 minutes West 2252.6 feet from the northeast corner of the tract of which this is a part; and runs thence with the northern line of the original tract and Cook's line North 70 degrees 15 minutes West about 3100.0 feet to a 4 inch iron pipe, a corner of the tract of which this is a part and Cook's southwest corner; thence with another of the original lines and Cook's line North 20 degrees 00 minutes East 566.9 feet; thence another original line South 54 degrees 00 minutes West 915.4 feet to an iron pipe, an original corner of the tract of which this is a part; thence with another original line South 17 degrees 30 minutes West 636.2 feet to another original corner; thence another line of the tract of which this is a part South 21 degrees 30 minutes West about 555.0 feet to a point in the centerline of the Andrews Road; thence with it eastward about 3800 feet to the Beginning. Containing 58.5 acres, more or less.

Tracts #8 and #9 are subject to an agreement made February 15, 1958 by and between College Lakes, Inc. and Golden Belt Orchards and Farms, Inc. and amended February 15, 1965.

TRACT #10: BEGINNING at a point in the southern margin of Chesapeake Road as It is to be extended in the following manner; from the northwestern corner of Lot #366 as shown on the Plat of College Eakes, Section X, Part A and recorded in Book of Plats 32, page 44, Cumberland County Registry, Chesapeake Road extends North 65 degrees 06 minutes West 435.0 feet to the P. C. of a curve, the radius of which is 179.71 feet; thence with the curve southwestwardly, an arc distance of 112.79 feet to the Beginning and northeastern corner of the Lot hereinarter described; thence continuing on with said curve that is the southern margin of Chesapeake Road, an arc distance of 20.02 feet to the P. T. of said curve; thence South 72 degrees 33 minutes West 95.0 feet to the P. C. of another curve, the radius of which is 25.0 feet; thence as it curves to the South, an arc distance of 39.26 feet to the P. T. of said curve in the eastern

BOOK 2072 PAGE 139

margin of the McArthur Road; thence with it South 17 degrees 27 minutes East 82.68 feet; thence North 72 degrees 33 minutes East 170.0 feet; thence North 17 degrees 27 minutes West 106.57 feet to the Beginning, containing .35 acres, more or less.

TRACT #11: BEING all of Lots 81 and 83, College Lakes, Section I according to a plat of the same duly recorded in the Cumberland County Registry in Book of Plats 20, page 58.

SUBJECT, however, to Restrictive Covenants running with the land and duly appearing of record in the Cumberland County Registry in Book 749, page 261.

TRACT #12: BEING all of Lots 120 and 121, College Lakes, Section II according to a plat of the same duly recorded in the Cumberland Gounty Registry in Book of Plats 21, page 31.

SUBJECT, however, to Restrictive Covenants running with the land and duly appearing of record in the Cumberland County Registry in Book 618, page 397.

TRACT #13: BEING all of Lots 1, 2, 3, 4 and 5, College Lakes, Section TI REVISED according to a plat of the same duly recorded in the Cumberland County Registry in Book of Plats 32, page 63.

SUBJECT, however, to Restrictive Covenants running with the land and appearing of record in the Cumberland County Registry in Book 618, page 397.

TRACT #14: BEING all of Lots 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 81, 82 and 83, College Lakes, Section V, Part C according to a plat of the same duly recorded in the Cumberland County Registry in Book of Plats 33, page 41.

SUBJECT, however, to Restrictive Covenants running with the land and appearing of record in the Cumberland County Registry in Book 2050, page 365.

TRACT #15: BEING all of Lots 167 and 174, College Lakes, Section VI, according to a plat of the same duly recorded in the Cumberland. County Registry in Book of Plats 30, page 6.

SUBJECT, however, to Restrictive Covenants running with the land and duly appearing of record in the Cumberland County Registry in Book 1111, page 194.

TRACT #16: BEING all of Lots 441, 442, 443, 444, 446, 447, 448, 449, 302, 304, 305, 306, 330 and 393, College Lakes, Section X, Part A according to a plat of the same duly recorded in the Cumberland County Registry in Book of Plats 32, page 44.

SUBJECT, however, to Restrictive Covenants running with the land and duly appearing of record in the Cumberland County Registry in Book 2018, page 135.

The above land was conveyed to Grantor by Golden Belt Orchards and Farms, Inc. See Book 698, page 216.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to said party of the second part and its successors and assigns in fee simple forever.

BODK 2072 PAGE 140

AND said party of the first part doth covenant that it is seized of said premises in fee and has the right to convey the same in fee simple; that the same are free from encumbrances, except as aforesaid, and that it will warrant and defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said party of the first part has caused this deed to be signed in its corporate name by its President and attested by its Secretary, and sealed with its common corporate seal, on the say and year first above written.

COLLEGE LAKES, INC.

By Joy W Leaw

Tank Jam Jam

NORTH CAROLINA CUMBERLAND COUNTY

I, Opal Sanders, a Notary Public do hereby certify that Paul H. Thompson personally appeared before me this day and acknowledged that he is the Secretary of College Lakes, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was string in its name by its President Tom McLean, sealed with its ecorporate seal and attested by himself as its Secretary.

November 1967.

Noter Rubic Can den

My Commission Expires: July 12, 1969

NORTH CAROLINA CUMBERLAND COUNTY

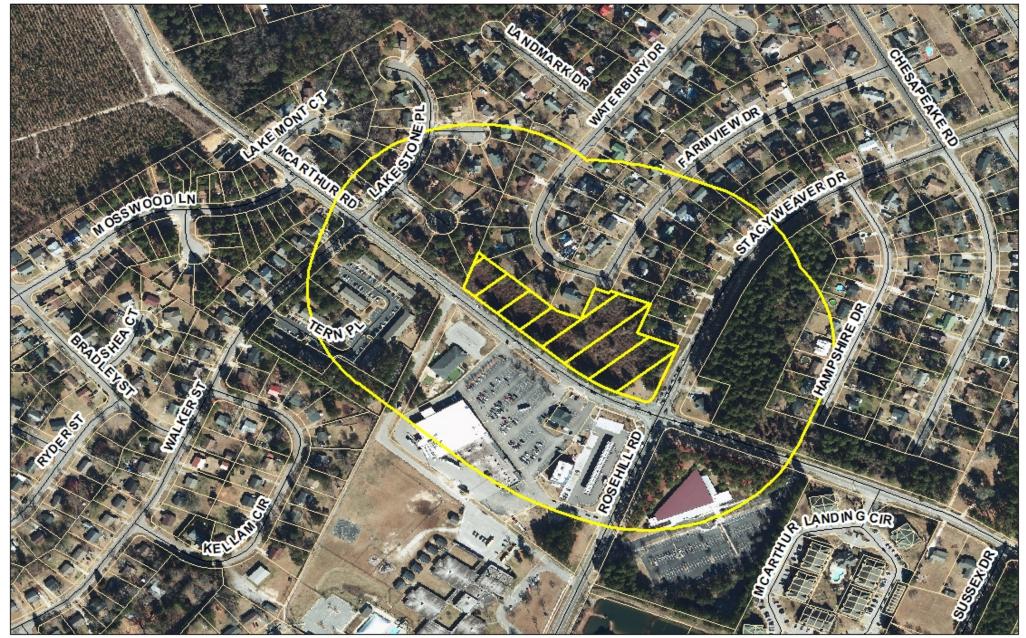
The foregoing or annexed certificate of Opal Sanders, Notary Public is certified to be correct.

This instrument was presented for registration and recorded in this Office at Book 2012, page 135. This 14 day of 10.35 O'clock 14 M.

Marion Clark Register of Duck

By Exilar Company
Deputy Register of Deeds

no Benenue



Aerial Notification Map

Case #: P22-21

Request: Rezoning OI to LC

Location: 0 Drive

0530022660000

Legend

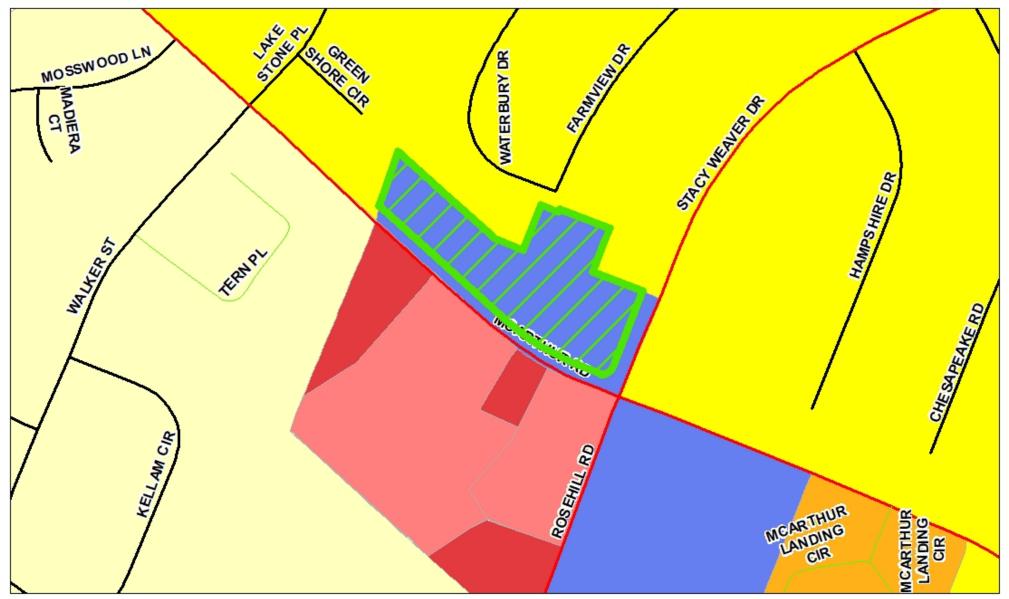
P22-21_Buffer





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





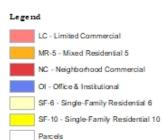
Zoning Map

Case #: P22-21

Request: Rezoning

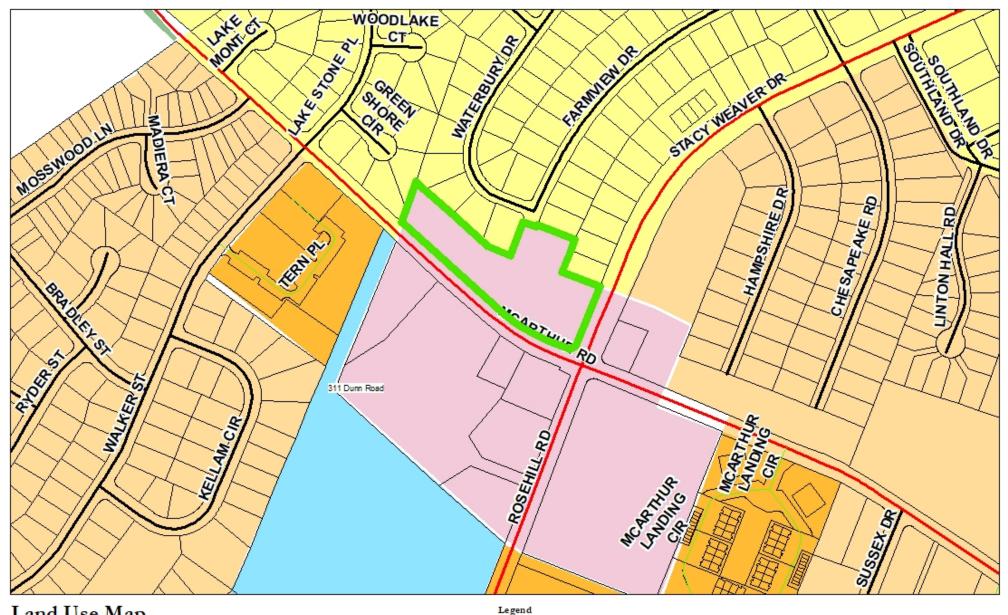
OI to LC

Location: 0 Drive









Land Use Map

Case #: P22-21

Request: Rezoning

OI to LC

Location: 0 Drive

Parcels

Future Land Use 2040

Character Areas

PARKOS - PARK / OPEN SPACE

LDR - LOW DENSITY

MDR - MEDIUM DENSITY

HDR - HIGH DENSITY RESIDENTIAL

NMU - NEIGHBORHOOD MIXED USE

OI - OFFICE / INSTITUTIONAL



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





Subject Property







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 P22-21 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 POLICIES 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 polices of the Comprehensive Plan as stated above and the Strategic Plan as stated in the Staff Report, and because: [select all that apply]

Χ	The size, physical conditions, and other attributes of the proposed use(s) will benefit the surrounding community.
	The amendment includes conditions that limit notential 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 am	nendment 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.
Additio	onal comments, if any (write-in):
Date	6/14/22 Chair Signature

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City of Fayetteville

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

City Council Action Memo

File Number: 22-2820

Agenda Date: 8/8/2022 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

Jennifer C Baptiste, CZO - Planning and Zoning Division Manager

FROM: Craig M. Harmon, CZO - Senior Planner

DATE: August 8, 2022

RE:

P22-24. Initial zoning to Community Commercial (CC) as part as an annexation petition, located at 6765 Ramsey Street (REID #0541199007000), containing 15.29 acres \pm and being the property of SRW Commercial Development, LLC, represented by Brad Shuler of Paramounte Engineering, Inc.

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 owner of this property is requesting to annex and initially zone this 15.29 acre property to CC - Community Commercial from Cumberland County's C(P) - Commercial with a Plan.

The Community Commercial (CC) District is established and intended to accommodate a diverse range of medium- to high- intensity retail, service, and office uses that provide goods and services serving the residents and businesses in the community at large-e.g., shopping centers, convenience stores, retail sales establishments, and heavier commercial uses (subject to approval of a Special Use Permit (see Section 30-2.C.7)).

On June 14, 2022, the Zoning Commission held a Legislative Hearing regarding this case. There were no speakers in opposition. The Commission voted 5-0 to recommend approval.

Background:

This property is located at the intersection of Ramsey Street and Slocomb Road. The property is in Fayetteville's Municipal Influence Area (MIA) and has petitioned for annexation. This is a non-contiguous rezoning and annexation; however, there are incorporated sections of Fayetteville both to the north and south of this property. To the west and north of this property is single-family detached houses in Cumberland County's jurisdiction. To the south are mostly undeveloped parcels and to the east are single-family detached houses and Kelly Springfield.

Applicant: Brad Schuler, Paramounte Engineering, Inc.

Owner: Palmer Williams, SRW Commercial Development, LLC

Requested Action: C(P) to CC

Property Address: 6765 Ramsey Street Council District: 1 - Kathy Jensen

Status of Property: Large Lot - Undeveloped

Size: 15.29 acres ±

Adjoining Land Use & Zoning:

- North: Cumberland County PND -Single Family Detached
- South: Cumberland County M(P) Mostly Vacant
- East: Cumberland County C(P) & M(P) Residential & Kelly Springfield
- West: Cumberland County PND -Single Family Detached

Letters Mailed: 67 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 develop as Industrial/Employment Center (EC).

Industrial/Employment Center is best described as high intensity nonresidential uses with high impact or likelihood for nuisance such as regional employment centers including

larger industrial uses or business parks.

Issues/Analysis:

History:

Although this is a straight rezoning, the owner has submitted a site plan to the City's Technical Review Committee (TRC) for the construction of mini storage warehouses on the southern portion of this property.

Surrounding Area:

This property is located at the intersection of Ramsey Street and Slocomb Road. The property is in Fayetteville's Municipal Influence Area (MIA) and is considered as a satellite annexation. The property is surrounded by county zoned properties, but is located approximately 0.50 miles north and 0.74 south of the current City of Fayetteville's City Limits along Ramsey Street.

Rezoning Request:

The applicant is requesting to initially zone an area currently zoned C(P) in Cumberland County to the City of Fayetteville's Community Commercial (CC) which would allow commercial development. This initial zoning would be seen as a one to one conversion with the County's zoning.

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 initial zoning from C(P) to CC.

The CC District is established and intended to accommodate a diverse range of medium- to high-intensity retail, service, and office uses that provide goods and services serving the residents and businesses in the community at large-e.g., shopping centers, convenience stores, retail sales establishments, and heavier commercial uses (subject to approval of a Special Use Permit (see Section 30-2.C.7)). The district is typically located along major arterials, at the intersection of arterials, and along growth corridors identified in City plans. Higher-density residential uses are encouraged on the upper floors of nonresidential establishments, and may exist as stand-alone buildings as part of a larger horizontal mixed- use development. The district is subject to standards intended to ensure development is compatible with surrounding uses as well as the design standards in Article 30-5: Development Standards.

The proposed zoning district is compatible with the area, as this district requires uses in keeping with the City's Future Land Use Plan. This rezoning would not present the issue of spot-zoning.

The proposed zoning district is compatible with the area as similar County zoning already exists in the area.

Land Use Plan Analysis:

According to Future Land Use Map & Plan, this area is recommended to be developed as Industrial/Employment Center (EC), which is best described as high intensity nonresidential uses with high impact or likelihood for nuisance. Regional employment centers including larger industrial uses or business parks.

The entire subject property is located within the Fayetteville Municipal Influence Area and is located within an Area of Consideration for Future Annexation as adopted by the City

Council on August 23, 2010.

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. Approval of the map amendment to CC. (recommended);
- 2. Approval of the map amendment to a more restrictive zoning district.
- 3. Move to deny the map amendment request.

Recommended Action:

The Zoning Commission and Professional Planning Staff recommend that the City Council move to Approve this initial zoning/map amendment to CC based on the following:

- The proposed zoning map amendment implements many of the policies adopted in the Future Land Use Plan (FLUP), and the Unified Development Ordinance. The Future Land Use Plan calls for Industrial/Employment Center, which is best described as high intensity nonresidential uses with high impact or likelihood for nuisance. Regional employment centers including larger industrial uses or business parks.
- The uses permitted by the CC 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



Planning & Zoning

433 Hay Street Fayetteville, NC 28301 910-433-1612

www.fayettevillenc.gov

Project Overview #764686

Project Title: 6765 Ramsey Street Jurisdiction: City of Fayetteville

Application Type: 5.1) Rezoning (Map Amendment) State: NC

Workflow: Staff Review County: Cumberland

Project Location

Project Address or PIN: 6765 RAMSEY ST (0541199007000)

GIS Verified Data

Property Owner: Parcel Acreage: Parcel

6765 RAMSEYST: SRW COMMERCIAL DEVELOPMENT

LLC

Zoning District: Subdivision Name:

Fire District:

Hospital Overlay District:

Coliseum Tourism District:

Cape Fear District: Downtown Historic District:

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 Case #: Acreage to be Rezoned: 15.29

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 one parcel of land totaling approximately 15.3 acres. The vast majority of the site is undeveloped with only a telecommunications tower currently existing within the southern portion of the property.

Previous Amendment Approval Date:

• 6765 RAMSEY ST: 15.29

Proposed Zoning District: CC - Community Commercial

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 currently zoned C(P) Planned Commercial District. The C(P) district allows for a variety of commercial uses including retail establishments, restaurants, offices, and service-oriented businesses. This commercial zoning district is located both to the south and east of the site. Also east of the site is land zoned M(P) Planned Industrial District. Businesses in the area include and automobile repair shop (directly abutting the site to the south), Dollar General, and the Goodyear Tire & Rubber Plant. Residential zoning is located to the north and west of the site and

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 as an employment center. This classification promotes the development of highway commercial businesses that are generally permitted in the proposed CC zoning district. In addition, larger industrial uses or business parks would be appropriate within the employment center classification.

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 commercial development. The Citys Comprehensive Plan has identified as a future employment center.

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 property is already zoned for commercial purposes. As the site is also being proposed to be annex into the City, this proposal is simply to apply a city zoning district to the property. The CC district is comparable to existing county zoning and will allow the site to be development with similar commercial uses already permitted under the current zoning. The site also abuts existing commercial and industrial zoning, and the area has been designated as an employment center by Citys Comprehensive Plan.

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

The proposed zoning would allow for commercial development on the site which is consistent with the existing zoning and Citys Comprehensive Plan.

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 specific development proposal is not known at this time. If the site is annexed and rezoned, it will be subject to standards of the Citys Unified Development Ordinance.

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 CC district would provide for similar commercial development permitted in the adjacent C(P) 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 similar commercial development that is already permitted under the current county zoning. 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.:

All applicable development and environmental permits will be obtained prior to any construction. The proposed annexation and rezoning will allow for any development of the site to be served by public utilities. 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:9107916707
bschuler@paramounte-eng.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.:

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

Project Owner

Palmer Williams
SRW Commercial Development, LLC
2709 Thorngrove Ct, Suite 1
Fayetteville, NC 28303
P:9108641125
pwilliams@c-sprop.com

Contractor's NC ID#:



Aerial Notification Map

Case #:P22-24

Request: Initial Zoning County to CC

Location: 6765 Ramsey St.

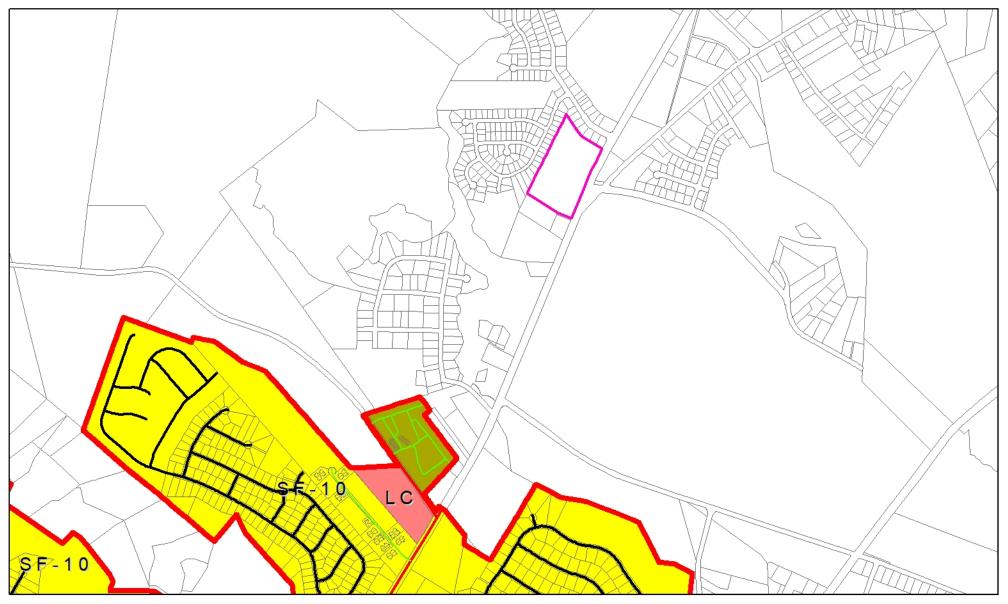
Legend





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



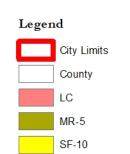


Zoning Map

Case #:P22-24

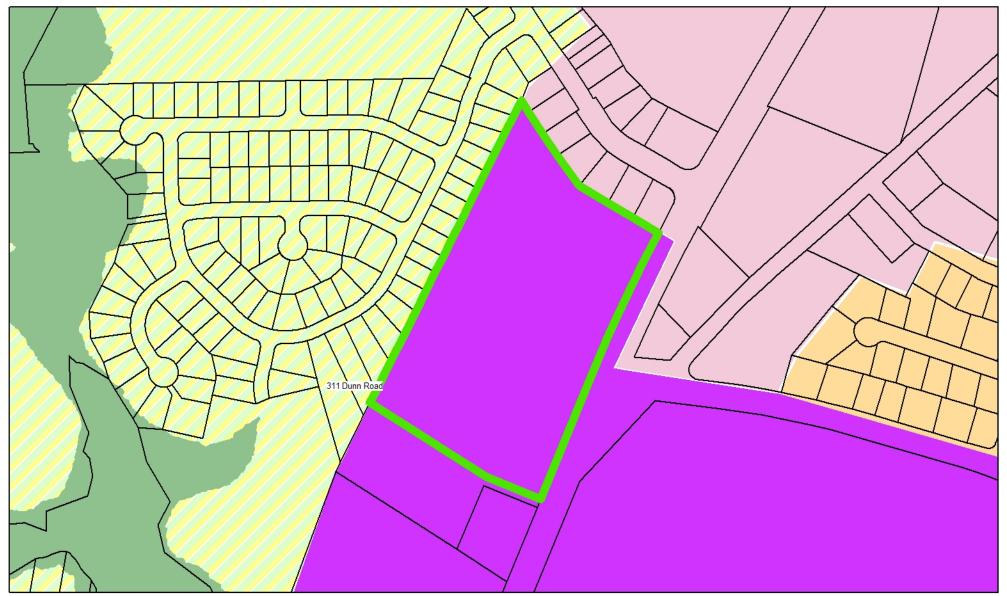
Request: Initial Zoning County to CC

Location: 6765 Ramsey St.





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



Land Use Map

Case #:P22-24

Request: Initial Zoning County to CC

Location: 6765 Ramsey St.

Legend Parcels Future Land Use 2040 Character Areas PARKOS - PARK / OPEN SPACE OSS - OPEN SPACE SUBDIVISIONS MDR - MEDIUM DENSITY NMU - NEIGHBORHOOD MIXED USE

EC - EMPLOYMENT CENTER



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

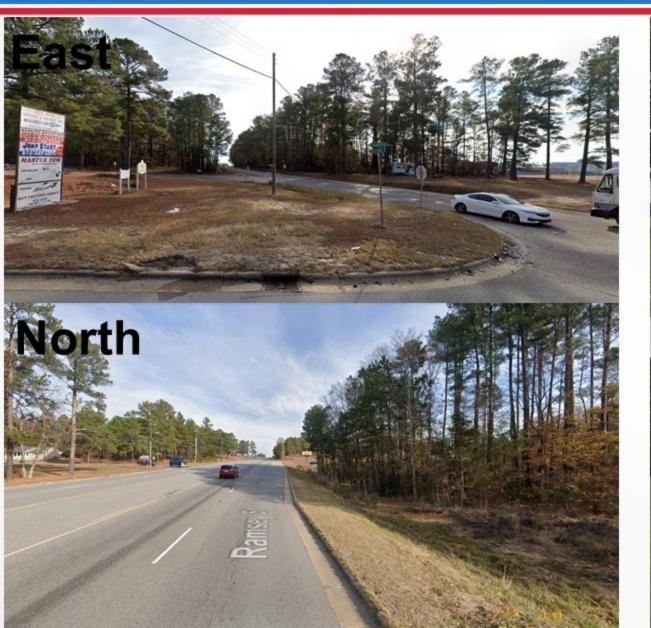


Subject Property





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 to Community Commercial (CC) in case <u>P22-24</u> is <u>consistent</u> 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	

2. LAND USE POLICES AND STRATEGIES:

LAND USE POLICIES 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	Х	,
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:

Х	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.
Х	The proposed designation, as requested, would permit uses that are complimentary to those existing on adjacent tracts.	OR	The proposed designation, as requested, would permit uses that are incongruous to those existing on adjacent tracts.

Reasonableness

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

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

Additional comments, if any (write-in):

provides needed housing/commercial area.

June 14, 2022

Date

Chair Signature



City of Fayetteville

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

City Council Action Memo

File Number: 22-2824

Agenda Date: 8/8/2022 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

Jennifer C Baptiste, CZO - Planning and Zoning Division Manager

FROM: Craig M. Harmon, CZO - Senior Planner

DATE: August 8, 2022

RE:

P22-27. Rezoning from Office & Institutional (OI) to Limited Commercial (LC), located at 238 N. McPherson Church Road and 469 Vancouver Drive (REID #'s 0418415152000, 0418418223000), containing 2.06 acres ± and being the property of Sharlene R Williams Revocable Trust, RJPC II LLC and Sharlene Williams, C&S Commercial Properties, represented by Palmer Williams.

COUNCIL DISTRICT(S):

5 - Johnny Dawkins

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 two parcels from OI - Office & Institutional to LC - Limited Commercial. The properties in question total 2.06 acres ±. The two parcels are the former site of an office building with several different uses and the required parking. The office building was demolished in 2019 and the parcels are currently vacant parcels. The LC zoning district is established and intended to accommodate a wider range of moderate-intensity general retail, business, and service uses that serve groups of neighborhoods.

On June 14, 2022, the Zoning Commission held a Legislative Hearing regarding this application. There were no speakers in opposition. The Commission voted 5-0 to recommend approval.

Background:

The properties are located at the corner of McPherson Church Road and Vancouver Drive. These properties are currently vacant.

Applicant: Palmer Williams

Owner: Sharlene R Williams Revocable Trust, RJPC II LLC and Sharlene Williams, C&S

Commercial Properties
Requested Action: OI to LC

Property Address: 238 N. McPherson Church Road and 469 Vancouver Drive

Council District: 5 - Johnny Dawkins

Status of Property: Vacant

Size: 2.06 acres ±

Adjoining Land Use & Zoning:

North: LC & MR-5 - Commercial & Apartments
 South: LC & MR-5 - Commercial & Apartments

East: MR-5 -ApartmentsWest: CC - Commercial

Letters Mailed: 54 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 Regional Center (RC).

Regional Center is best described as commercial centers with regional draw. Buildings with greater than 400,000 square feet of nonresidential leasable space and some 5+ story buildings, hotels, institutional uses possible or clusters of lower density, large-scale

commercial uses. Some residential, but only on upper floors or as multi-family structures on edges.

Issues/Analysis:

History:

This is the site of a former office building and associated parking that was demolished in 2019. Currently, both properties stand vacant.

Surrounding Area:

The site is mainly surrounded by commercial uses to the north, south, and west along N. McPherson Road and high density residential uses to the north and east along Vancouver Drive.

Rezoning Request:

The applicant is requesting to rezone an area currently zoned Office and Institutional (OI) to Limited Commercial (LC) which would allow the development of commercial, office and multi-family.

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 Office and Institutional (OI) to Limited Commercial (LC).

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 area and this district is in keeping with the City's Future Land Use Plan. This rezoning would be a completion of the Limited Commercial zoning districts to the north, south and west of the parcels.

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 a Regional Center (RC). Regional Center is best described as commercial centers with regional draw and buildings of greater than 400,000 square feet of nonresidential leasable space. Building of 5+ stories along with hotels, institutional uses possible or clusters of lower density, large-scale commercial uses with some residential, but only on upper floors or as multi-family structures on edges.

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. Approval of the map amendment to LC (recommended);
- 2. Approval of the map amendment to a more restrictive zoning district; or
- 3. Deny the map amendment request.

Recommended Action:

The Zoning Commission and Professional Planning Staff recommend that the City Council APPROVE 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). The Future Land Use Plan calls for the subject property to be developed as Regional Center.
- 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



Planning & Zoning

433 Hay Street Fayetteville, NC 28301 910-433-1612

www.fayettevillenc.gov

Project Overview #771356

Project Title: N. McPherson Church Rd./Vancouver Drive

Application Type: 5.1) Rezoning (Map Amendment)

Workflow: Staff Review

Jurisdiction: City of Fayetteville

State: NC

County: Cumberland

Project Location

Project Address or PIN:

• 238 N MCPHERSON CHURCH RD (0418415152000)

• 469 VANCOUVER DR (0418418223000)

GIS Verified Data

Property Owner: Parcel

238 N MCPHERSON CHURCH RD: SHARLENE R
 WILLIAMS REVOCABLE TRUST

• 469 VANCOUVER DR: RJPC II LLC

Zoning District:

Fire District:

Hospital Overlay District:

Cape Fear District:

Haymount Historic District:

100 Year Flood:

Watershed:

Acreage: Parcel

• 238 N MCPHERSON CHURCH RD: 1.21

• 469 VANCOUVER DR: 0.85

Subdivision Name:

Airport Overlay District:

Coliseum Tourism District:

Downtown Historic District:

Floodway:

500 Year Flood:

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: 1.21

Water Service: Public

A) Please describe all existing uses of the land and existing

structures on the site, if any:

Vacant parcel. Was previously an office building that was

demolished in 2019.

Previous Amendment Approval Date:

Proposed Zoning District: Limited Commercial (LC) **Is this application related to an annexation?:** No

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.

from the subject site.:

Both parcel adjacent to it along McPherson Church rd. are LC.

The apartments behind it are MR-5.

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.:

It is in the Regional Center (RC) district on the 2040 future land use map which allows large-scale commercial uses.

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

No, just want to get the land in in the correct zoning class for what the future uses could be.

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

There will be goods and/or services offered to the public instead of having an office building that does not offer much benefit to 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.:

There are restaurants zoned LC and heavy commercial all the way down McPherson Church rd. LC is the most appropriate zoning class for this land.

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

It is in line with everything else on McPherson Church rd.

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

It will not.

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

It will not be a strip center 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.:

It will not.

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

It will help the surrounding land values.

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

It will not.

Primary Contact Information

Project Contact - Agent/Representative

Palmer Williams
C&S Commercial Properties
2709 Thorngrove Ct.
fayetteville, NC 28303
P:910-864-1125
pwilliams@c-sprop.com

Project Owner

Sharlene Williams
C&S Commercial Properties
2709 Thorngrove Ct.
fayetteville, NC 28303
P:9108641125
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.:

Project Contact - Primary Point of Contact for Engineer

Lori Epler Larry King and Associates 1333 Morganton Rd. , 201 Fayetteville, NC 28305

P:910-483-4300 lori@lkanda.com

Contractor's NC ID#:

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



Aerial Notification Map

Case #:P22-27

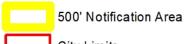
Request: Rezoning

OI to LC

Location: 238 N. McPherson Church Rd

469 Vancouver Dr

Legend



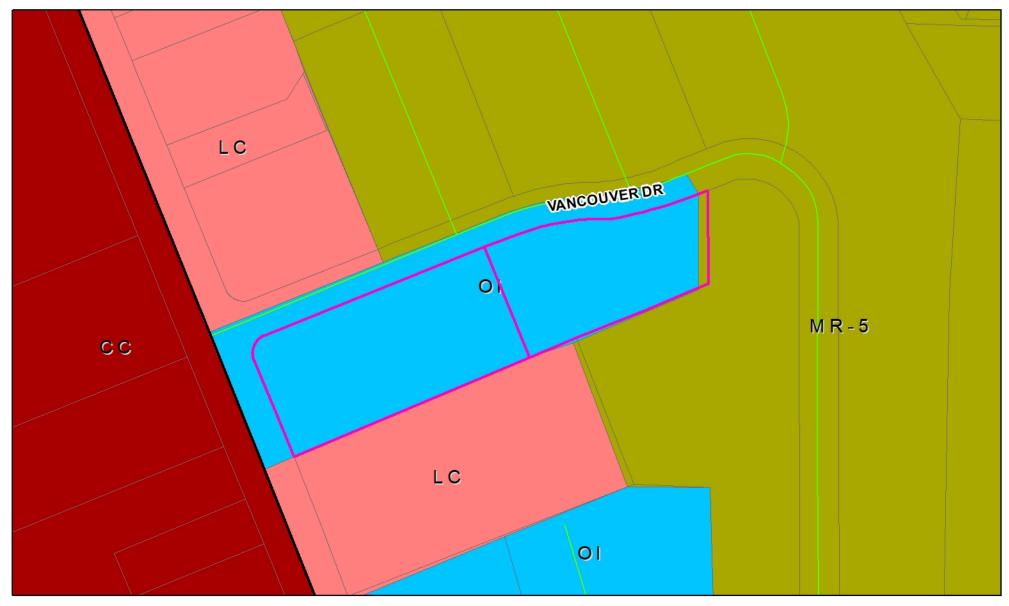
City Limits

Parcels



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





Zoning Map

Case #:P22-27

Request: Rezoning OI to LC

Location: 238 N. McPherson Church Rd

469 Vancouver Dr

Legend County CC LC

MR-5

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



Land Use Map

Case #:P22-27

Request: Rezoning

OI to LC

Location: 238 N. McPherson Church Rd

469 Vancouver Dr

Legend Parcels Future Land Use 2040 Character Areas LDR - LOW DENSITY RC - REGIONAL CENTER



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



Subject Property





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 to Limited Commercial (CC) in case <u>P22-27</u> is <u>consistent</u> 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

CONSISTENT	INCONSISTENT
v	
	CONSISTENT

2. LAND USE POLICES AND STRATEGIES:

LAND USE POLICIES 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:

Х	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 polices 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.
X	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 am	nendment is also in the public interest because it: [select :	all that apply]
	improves consistency with the long-range plan.	
Χ	improves the tax base.	
	preserves environmental and/or cultural resources.	
X	facilitates a desired kind of development.	
X	provides needed housing/commercial area.	·
Additio	onal comments, if any (write-in):	
		$0 \times \lambda$
Jur	ne 14, 2022	- Pholipson
Date		Chair Signature -



City of Fayetteville

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

City Council Action Memo

File Number: 22-2877

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.05

TO: Mayor and Members of City Council

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

FROM: Jay C. Toland, CMA Assistant City Manager

DATE: August 8, 2022

RE:

Resolution to Appoint Jody Picarella, CPA as Finance Officer

COUNCIL DISTRICT(S):

ΑII

Relationship To Strategic Plan:

Goal V. Sustainable Organizational Capacity
Objective A. To ensure strong financial management with fiduciary accountability.

The Finance Department's mission is to serve as stewards of the City's financial resources and provide timely and meaningful financial information to allow City management to maximize those resources in service to the community.

Executive Summary:

North Carolina General Statute 159-24 requires that each local government or public authority appoint a Finance Officer. The attached resolution will formally appoint Jody Picarella, CPA as the City's Chief Finance Officer.

Background:

Mrs. Jody Picarella, CPA has been employed with the City of Fayetteville since 8/14/2017 and has served the Finance in various capacities and is currently the Assistant Finance officer.

File Number: 22-2877

As North Carolina General Statute (NCGS) 159-24 requires that each local government or public authority appoint a Finance Officer, the attached resolution is submitted to Council to formally appoint Mrs. Picarella as the City's finance officer. NCGS 159-24 lists the following finance officer powers and duties:

- (1) Keep the City accounts in accordance with generally accepted principles of governmental accounting and the rules and regulations of the Local Government Commission.
- (2) Disburse all City funds in strict compliance with NCGS 159 Local Government Budget and Fiscal Control Act, the budget ordinance, and each project ordinance and shall preaudit obligations and disbursements as required by NCGS 159.
- (3) Prepare a statement of the financial condition as often as may be requested by the Council or City Manager.
- (4) Receive and deposit all moneys accruing to the City, or supervise the receipt and deposit of money by other duly authorized officers or employees.
- (5) Maintain all records concerning the bonded debt and other obligations of the local government or public authority and determine the amount of money that will be required for debt service or the payment of other obligations during each fiscal year, and
- (6) Supervise the investment of City funds.
- (7) Perform such duties as many be assigned by Law, by the City Manager, or City Council, or by the rules and regulations of the Local Government Commission.
- (8) Attend any training required by the Local Government Commission under NCGS 159-25.

Issues/Analysis:

None

Budget Impact:

None

Options:

Adopt the attached Resolution Appointing Jody Picarella, CPA as Finance Officer

Do not adopt the resolution and provide feedback to the City Manager regarding course of action

Recommended Action:

Staff recommends Council move to adopt the Resolution Appointing Jody Picarella, CPA as Finance Officer

File Number: 22-2877

Attachments:

Resolution Appointing Jody Picarella, CPA as Finance Officer

RESOLUTION APPOINTING JODY PICARELLA AS FINANCE OFFICER

	WHERE	AS, City	of Fayetteville	, North	Carolina	(City)	is	required	to	appoint	a
finance	e officer in	accordan	ce with North	Carolina	General S	Statute	15	9-24; and	l ,		

WHEREAS, the previous Finance Officer, Jay Toland, resigned in August 2022,

WHEREAS, Jody Picarella has been employed by the City since August of 2017 and she has been a valuable asset to the City while serving in various financial capacities,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE ISSUER:

Section 1. The City Council appoints Jody Picarella as Finance Officer with duties as prescribed by law.

Section 2. The resolution shall take effect on August 9th 2022 upon its passage.

Passed and adopted the 8th day of August 2022.

	City of Fayetteville
	Mitch Colvin, Mayor
A TYPE CY.	
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: 22-2852

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.06

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

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

Byron Reeves, PE - Assistant Public Services Director

Kelly Olivera, Budget and Evaluation Director

DATE: August 8, 2022

RE:

Adoption of Capital Project Ordinance Amendment 2023-11 to Provide Additional Construction Funding for the Devonwood Lower Dam Hurricane Matthew Recovery Project.

COUNCIL DISTRICT(S):

9

Relationship To Strategic Plan:

Goal 1: Safe and Secure Community

Goal 3: High Quality Built Environment

Goal 4: Desirable Place to Live, Work and Recreate

Executive Summary:

Capital Project Ordinance Amendment 2023-11 will appropriate anticipated funding from the Federal Emergency Management Agency (FEMA) and the North Carolina Department of Public Safety (NC DPS) to provide \$356,432 of additional project funding for the construction of a utility duct bank on the Devonwood Lower Dam.

Per Dam Safety requirements, the duct bank will be above the 100-year water surface elevation and placed on the downstream shoulder of the embankment, parallel to the road and outside the extent of the dam. The duct bank will house utility lines inside the conduits as Dam Safety does not allow utilities to be constructed within the footprint of the dam. As construction has neared completion, the contractor has submitted a change order to order the required materials for the construction of Duct Bank.

File Number: 22-2852

Background:

Devonwood Lower Dam is a City owned, small, high hazard dam located along McFayden Drive that was damaged during Hurricane Matthew, beginning on October 2, 2016. The damage sustained included significant erosion and sloughing of the downstream embankment.

On April 18, 2018 FEMA officially obligated \$1,429,420 under Project Worksheet (PW) 01887 to construct Devonwood Lower Dam per Dam Safety requirements.

Following Dam Safety requirements to place utilities outside the footprint of the Dam, the Engineer of Record proposed the following:

- Install the Charter, CenturyLink, and Duke electric lines in 3, 6-inch conduits on the west side of the dam as shown in the attached plan sheet. Encase the conduits with concrete. The approximate dimensions of the concrete encasement are 36" wide by 18" high. The length of the proposed concrete encasement is approximately 500 linear feet. The encasement will be located along the shoulder of the road with minimal cover to allow the encasement to be located as high as possible. The top elevation of the encasement will range from elevation 196 to 196.5 with an invert elevation ranging from 194.5 to 195.
- Installing the concrete encasement will balance the need to provide utility service
 without excessive relocation costs while maintaining the safety of the dam. The
 rectangular shape of the encasement will allow for proper compaction of the dam
 embankment fill material per the approved specification.
- The 100-year peak water surface elevation is 193.62 which is below the invert of the concrete encasement. The 1/3 PMP peak elevation is 196.98. The length of time for which the water surface would be higher than the concrete encasement during the 1/3 PMP storm is approximately 180 minutes since the size of the emergency spillway will quickly pass the peak flows during the 1/3 PMP event.

Dam Safety sent final approval of the above proposal dated June 2, 2021.

As a "large" public assistance project under FEMA guidelines, total actual costs will be eligible for reimbursement, even if they exceed the PW estimate, provided that all of the work completed is within the scope of (or incidental to) the work described in the PW. Based upon staff conversations with FEMA & NCDPS staff, there is no reason to believe that the total costs for this project will not be reimbursable under the 75%/25% federal/state funding model.

The contractor, Fred Smith Company, is finishing the construction of the dam and upon the approval of the funds outlined below, the Public Services Department will route the Change Order to construct the duct bank. The requested cost is outlined as follows:

Detail Cost

Total

Fred Smith Company Cost of Duct Bank Construction \$285,145.04
Contingency of 25% due Inflation and shortage of materials \$71,286.26

\$356,431.30

File Number: 22-2852

Issues/Analysis:

FEMA requires adherence to strict procurement and documentation guidelines to qualify for federal reimbursement of expenditures for response and recovery from natural disasters. City staff is making every effort to comply with those requirements to maximize reimbursement from FEMA as appropriate.

Budget Impact:

There is no anticipated impact to the General Fund as it is expected that the project will be fully reimbursed by FEMA and NCDPS.

Options:

- 1. Adopt Capital Project Ordinance Amendment 2023-11 to allow the transfer of funds
- 2. Do not adopt Capital Project Ordinance Amendment 2023-11 and provide further direction to staff.

Recommended Action:

Staff recommends that Council move to adopt Capital Project Ordinance Amendment 2023-11.

Attachments:

- 1. Duct Bank Change Order Summary
- 2. Duct Bank Design approved by Dam Safety
- 3. Duct Bank Bulletin Drawing by Engineer of Record
- 4. FEMA Project Worksheet PW 1887
- 5. Capital Project Ordinance Amendment 2023-11



Description

The following pricing includes cost for the cast in place duct bank which includes installation of 4 runs of 4" SCH40 Conduit, 2 runs of 6" SCH40 Conduit, Conduit Spacers, Reinforcing Steel, Class A Concrete, and all surveying/excavation/backfilling/erosion control necessary for final product.

Description	Units	Unit Price	Labor	Equipment	Material	Tax	MU	Subc	Total
Mobilization	1.00	\$13,291.39	\$1,091.76	\$688.00	\$350.00	\$23.63	\$838.01	\$10,300.00	\$13,291.39
Construction Surveying	1.00	\$1,000.36	\$179.88	\$90.00	\$0.00	\$0.00	\$130.48	\$600.00	\$1,000.36
Eroison Control	1.00	\$1,003.47	\$356.58	\$516.00	\$0.00	\$0.00	\$130.89	\$0.00	\$1,003.47
Cast In Place Duct Bank 36" X 18"	335.00	\$743.04	\$64,504.80	\$37,530.00	\$100,435.80	\$6,779.42	\$32,467.50	\$7,200.00	\$248,917.52
Trench Excavation	335.00	\$62.48	\$7,836.00	\$5,616.00	\$0.00	\$0.00	\$2,730.30	\$4,750.00	\$20,932.30

NET ADDITIONAL COST \$285,145.04



Description of Work:

Interco Moves-Grading/Interco Moves Structures/Interco Moves Deliveries. Job Supervision/Inclimate Weather/Utility Location/Safety Supplies/Job Cleanup/Job Sanitary

LABOR		OVERTIME							
DESCRIPTION	UOM	Quant	Rate	Quant	Rate	Subtotal	MU		TOTAL
Superintendent	HR	4.00							315.93
Foreman	HR	4.00							255.76
Excavator Operator	HR	8.00							392.84
Carpenter	HR	8.00							291.00
SUBTOT	AL	16.00						\$	1,255.52
EQUIPMENT									
DESCRIPTION	UOM	Quant							TOTAL
Pickup Truck	HR	8.00							276.00
Excavator	HR	8.00							515.20
	SUBTOT	AL						\$	791.20
Materials & Misc									
DESCRIPTION	UOM	Quant							TOTAL
Safety Supplies	LS	1.00							122.76
Job Sanitary	EA	1.00							306.91
300 Sumany	SUBTOT							\$	429.67
								Ť	125107
Subcontract									
DESCRIPTION	UOM	Quant							TOTAL
Trucking	HR	110.00							10,395.00
Dump Fees	EA	2.00							420.00
	SUBTOT	AL						\$	10,815.00

TOTAL: \$ 13,291.39



Description of Work:

Subcontract Surveyor and FSC Supervision

LABOR		OVERTIME							
DESCRIPTION		Quant	Rate	Quant	Rate	Subtotal	MU		TOTAL
Superintendent	HR	1.00							78.98
Foreman	HR	2.00							127.88
!	SUBTOTAL	3.00						\$	206.86
EQUIPMENT									
DESCRIPTION	UOM	Quant							TOTAL
Pickup Truck	HR	3.00							103.50
	SUBTOT	AL						\$	103.50
Subcontract									
DESCRIPTION	UOM	Quant							TOTAL
Subcontract Surveying	LS	1.00							690.00
	SUBTOT	AL						\$	690.00

TOTAL: \$ 1,000.36



Description of Work:

Small FSC Crew for EC

LABOR		OVERTIME							
DESCRIPTION	UOM	Quant	Rate	Quant	Rate	Subtotal	MU		TOTAL
Foreman	HR	3.00							191.82
Carpenter	HR	6.00							218.25
SUB	TOTAL	3.00						\$	410.07
EQUIPMENT									
DESCRIPTION	UOM	Quant							TOTAL
Pickup Truck	HR	6.00							207.00
Excavator	HR	6.00							386.40
	SUBTOT	AL						\$	593.40

TOTAL: \$ 1,003.47



Description of Work:

Project Supervision/ Foreman & Crew/ Equipment (Incl FOG)/Class A Concrete & Admix/Rebar/Conduit/Spacers/Misc Materials/Trucking for CIP Duct Bank

LABOR				OVER	TIME			
DESCRIPTION	UOM	Quant	Rate	Quant	Rate	Subtotal	MU	TOTAL
Superintendent	HR	180.00						14,21
Foreman	HR	180.00						11,50
Excavator Operator	HR	180.00						9,17
Carpenters (6)	HR	1,080.00						39,28
SUBTOT	AL	540.00						\$ 74,18
EQUIPMENT								
DESCRIPTION	UOM	Quant						TOTAL
Pickup Truck	HR	360.00						12,42
Excavator	HR	180.00						11,59
orklift	HR	180.00						9,21
Skidsteer	HR	180.00						9,93
Materials & Misc DESCRIPTION	иом	Quant						TOTAL
DESCRIPTION	UOM CY	Quant 69.00						
DESCRIPTION Concrete Class A								12,70
DESCRIPTION Concrete Class A Concrete Class A Admix	CY	69.00						TOTAL 12,70 59 4,86
DESCRIPTION Concrete Class A Concrete Class A Admix Reinforcing Steel	CY CY	69.00 69.00						12,70 59
DESCRIPTION Concrete Class A Concrete Class A Admix Reinforcing Steel 1" PVC SCH40 Conduit	CY CY LD	69.00 69.00 4,000.00						12,70 59 4,86
DESCRIPTION Concrete Class A Concrete Class A Admix Reinforcing Steel 4" PVC SCH40 Conduit 5" PVC SCH40 Conduit	CY CY LD LF	69.00 69.00 4,000.00 1,340.00						12,70 59 4,86 36,05
DESCRIPTION Concrete Class A Concrete Class A Admix Reinforcing Steel 4" PVC SCH40 Conduit 5" PVC SCH40 Conduit Cantex Spacers	CY CY LD LF LF	69.00 69.00 4,000.00 1,340.00 670.00						12,70 59 4,86 36,05 28,78
DESCRIPTION Concrete Class A Concrete Class A Admix Reinforcing Steel 4" PVC SCH40 Conduit 5" PVC SCH40 Conduit Cantex Spacers Concrete Finishing Materials	CY CY LD LF LF EA	69.00 69.00 4,000.00 1,340.00 670.00 84.00						12,70 59 4,86 36,05 28,78 23,71 1,84
DESCRIPTION Concrete Class A Concrete Class A Admix Reinforcing Steel 4" PVC SCH40 Conduit 5" PVC SCH40 Conduit Cantex Spacers Concrete Finishing Materials	CY CY LD LF LF EA LS	69.00 69.00 4,000.00 1,340.00 670.00 84.00 1.00						\$ 12,70 59 4,86 36,05 28,78 23,71 1,84 14,73
DESCRIPTION Concrete Class A Concrete Class A Admix Reinforcing Steel " PVC SCH40 Conduit 5" PVC SCH40 Conduit Cantex Spacers Concrete Finishing Materials Copper Ground	CY CY LD LF LF LF LS LS	69.00 69.00 4,000.00 1,340.00 670.00 84.00 1.00						\$ 12,70 59 4,86 36,05 28,78 23,71 1,84 14,73
Materials & Misc DESCRIPTION Concrete Class A Concrete Class A Admix Reinforcing Steel " PVC SCH40 Conduit 6" PVC SCH40 Conduit Cantex Spacers Concrete Finishing Materials Copper Ground Subcontract DESCRIPTION	CY CY LD LF LF LF LS LS	69.00 69.00 4,000.00 1,340.00 670.00 84.00 1.00						\$ 12,70 59 4,86 36,05 28,78 23,71
DESCRIPTION Concrete Class A Concrete Class A Admix Reinforcing Steel " PVC SCH40 Conduit 6" PVC SCH40 Conduit Cantex Spacers Concrete Finishing Materials Copper Ground	CY CY LD LF LF EA LS SUBTOT	69.00 69.00 4,000.00 1,340.00 670.00 84.00 1.00 AL						\$ 12,70 59 4,86 36,05 28,78 23,71 1,84 14,73 123,29

TOTAL: \$ 248,917.52



Description of Work:

Crew and equipment/ trucking and dump fees for trench excavation

LABOR				OVE	RTIME			
DESCRIPTION	UOM	Quant	Rate	Quant	Rate	Subtotal	MU	TOTAL
Superintendent	HR	20.00						1,579.64
Foreman	HR	40.00						2,557.60
Excavator Operator	HR	40.00						1,964.20
Carpenter	HR	80.00						2,909.96
SUBTOTA	L	100.00						\$ 9,011.40
EQUIPMENT								
DESCRIPTION	UOM	Quant						TOTAL
Pickup Truck	HR	32.00						1,104.00
Excavator	HR	32.00						2,060.80
Trench Shoring	HR	32.00						2,392.00
Rammex Compactor	HR	32.00						901.60
	SUBTOT	AL						\$ 6,458.40
Subcontract								
DESCRIPTION	UOM	Quant						TOTAL
Trucking	HR	50.00						5,175.00
Dump Fees	EA	1.00						287.50
	SUBTOT	AL						\$ 5,462.50

TOTAL: \$ 20,932.30



Jarco Supply a Division of Colony Hardware

100 AG DRIVE YOUNGSVILLE, NC 27596 (919) 562-0123 **QUOTE**

 Number
 024214

 Date
 06/15/2022

 Page
 1

Ship-to: SAME

FRED SMITH COMPANY-COMMERCIAL 701 CORPORATE CENTER DRIVE

SUITE 101

RALEIGH, NC 27607

Bill-to: FSC COMM

FRED SMITH COMPANY-COMMERCIAL

701 CORPORATE CENTER DRIVE

SUITE 101

RALEIGH, NC 27607

	Refere	ence #		SIsp	Terms	ν	Vhse	Freight			S	Ship V	′ia
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WCSJS-PT1		(4	DUCTBANK S 4) 4IN PVC SC 0FT LONG & CONDUITS 20 4) PC OF #4 R CONDUIT SPA SPACED EVER	CH40 CC (2) 6IN FT LON EBAR (: ACERS	PVC SCH40 G			18	EA		4208.050) EA	75744.90
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ROY COOPER Governor DIONNE DELLI-GATTI Secretary BRIAN WRENN Director





Certificate of Final Approval

May 26, 2021

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
70141200000134338250

Thomas Murray, PE WR Dickson 720 Corporate Center Drive Raleigh, NC 27607 High Hazard Dam

RE:

Approval to relocate utility lines Devonwood Lower Dam State ID: CUMBE-088 High Hazard Dam

Dear Mr. Murray:

This letter refers to your request for utility line relocation for the Devonwood Lower Dam project (CUMBE-088). As identified in the approved design drawings, there are existing cable and fiber lines on the shoulder of the embankment. The lines will be temporarily relocated during construction. The utility owners (Spectrum and Century link) have requested to reinstall the lines in the same location after construction is complete on the downstream shoulder. In your attached letter dated May 25, 2021, you have agreed to contain the utility lines in a concrete encasement which will be above the 100-year water level and will check for buoyancy in the event of complete submergence. You have indicated that locating the lines outside the dam will be cost prohibitive. The lines would be parallel to the road and would not extend through the dam.

Your proposal to relocate the lines has been approved. Should the utility ever need to conduct maintenance/repair activities, you will need to coordinate with Dam Safety at a minimum and possibly be required to submit a repair plan for a permit depending on the nature and extent of the repairs.

Please proceed with the modification. You will be required to submit as-built drawing on completion of the construction with engineer's certification and a final check for construction cost fees.



Sincerely,

George Eller, PE

State Dam Safety Engineer

GLE/saw/as

CC. Tim LaBounty, Regional Engineer, Fayetteville, NC

File name: CUMBE-088_05262021_COAM_Devonwood Lower Dam



May 25, 2021

Sue White North Carolina Department of Environmental Quality Energy Mineral and Land Resources 512 North Salisbury Street Raleigh, NC 27699-1612

Dear Ms. White

The City of Fayetteville, WK Dickson, general contractor, and private utility owners have reviewed the letter dated April 27, 2021 received from the Division of Energy, Mineral, and Land Resources with respect to the Devonwood Lower Dam project (CUMBE-088). All parties have investigated the potential for relocating the existing utility lines outside of the dam footprint as requested. The findings related to the existing utilities are as follows:

- Six utilities were located in the dam under pre-project conditions including PWC water, Duke/PNG gas, City of Fayetteville storm drainage, Duke electric, Charter cable, and Century Link fiber optic.
- The Duke/PNG gas line has been abandoned in advance of this project.
- The PWC waterline will be abandoned and rerouted as part of the approved plans
- The City of Fayetteville storm drainage will be removed and replaced per the approved plans.
- The Duke underground electric line is currently located on the west side of the dam embankment approximately 3 feet deep. As shown in the attached deed Duke (formerly CP&L) has had access to this location for electric utilities since 1967. Duke has investigated the potential for abandoning the line, but the line must be kept live to service the neighborhood. The only option for rerouting the electric line outside of the dam would be to reroute the line east of McFadyen Drive to the toe of the dam. The electric line would then need to be installed via directional bore along the toe of the dam before connecting back to the McFadyen Drive right-of-way outside of the dam footprint. A portion of the proposed line would be located within jurisdictional wetlands and the 100-year floodplain of Persimmon Creek. Based on the location of the overhead transmission line along Persimmon Creek, the rerouted underground electric line may need to be installed below the stilling basin at the downstream end of the emergency spillway. Duke Energy estimates the total cost of the rerouted line including permitting, design, and construction is approximately \$500,000. Please note this is a preliminary order of magnitude estimate and

Sue White NC Department of Environmental Quality May 25, 2021 Page 2

assumes all land easements would be provided by the City of Fayetteville at no cost to Duke Energy. The required electric line would include approximately 1,050 linear feet of twin 6"-conduits installed via direct boring techniques and 2-manholes/junction boxes.

Due to the excessive cost associated with this alternative and future maintenance concerns, Duke Energy would like to pursue other alternatives.

• The Charter cable line is currently located on the east side of the dam within the roadway shoulder approximately 2-3 feet deep. The only option for rerouting the spectrum line would be to install a new line from Morganton Road, approximately 0.5 mile in length to provide service to the north end of the neighborhood. The expected cost for this realignment would be \$60,000.

Due to the excessive cost associated with this alternative and future maintenance concerns, Charter would like to pursue other alternatives.

The CenturyLink fiber optic line is currently located on the east side of the dam within the
roadway shoulder approximately 2-3 feet deep. The only option for rerouting the spectrum
line would be to back-feed a new line from Offing Drive, approximately 0.8 mile in length to
provide service to the south end of the neighborhood. The expected cost for this
realignment would be \$45,000.

Due to the excessive cost associated with this alternative and future maintenance concerns, CenturyLink would like to pursue other alternatives.

In addition to the costs associated with the relocation of the utilities (estimated at \$605,000), the City of Fayetteville would incur significant additional costs due to the anticipated 6-9 month delay associated with the utility relocation. Due to the documented scarcity of supplies and labor, construction costs continue to escalate and the general contractor would not be able to hold prices currently under contract through a prolonged delay period. Furthermore, the timing of construction would occur during the winter months which would make the construction of the project more difficult due to the seasonal high water table. Finally, the City of Fayetteville does have a reimbursement agreement with FEMA for a portion of the work, however a significant delay in construction would require an extension of that agreement, which could potentially put the funding at risk.



Sue White NC Department of Environmental Quality May 25, 2021 Page 3

The City of Fayetteville would sincerely appreciate the opportunity to consider other alternatives that are less impactful and less costly while at the same time improving the safety and resiliency of the Devonwood Lower Dam.

Please consider the following alternative for protection of the existing utilities as shown conceptually in the attached plan sheet:

- Reroute the Charter and Century Link lines to the west side of the dam in the approximate location of the existing Duke electric line. Cross McFadyen Road on the north and south ends outside of the existing dam footprint.
 - Install the Charter, CenturyLink, and Duke electric lines in 3, 6-inch conduits on the west side of the dam as shown in the attached plan sheet. Encase the conduits with concrete. Approximate dimensions of the concrete encasement are 36" wide by 18" high. The length of the proposed concrete encasement is approximately 500 linear feet. The encasement will be located along the shoulder of the road with minimal cover to allow the encasement to be located as high as possible. The top elevation of the encasement will range from elevation 196 to 196.5 with an invert elevation ranging from 194.5 to 195.
 - Installing the concrete encasement will balance the need to provide utility service without
 excessive relocation costs while maintaining the safety of the dam. The rectangular shape of
 the encasement will allow for proper compaction of the dam embankment fill material per
 the approved specification.
 - The 100-year peak water surface elevation is 193.62 which is below the invert of the concrete encasement. The 1/3 PMP peak elevation is 196.98. Model results indicate the length of time the water surface would be higher than the concrete encasement during the 1/3 PMP storm is approximately 180 minutes since the size of the emergency spillway will quickly pass the peak flows during the 1/3 PMP event.
 - Protections have been added to the downstream embankment of the dam including a filter diaphragm for the box culvert and a chimney drain along the length of the dam in addition to the emergency spillway. Furthermore, moving the utilities to the upstream embankment reduces the risk of any damage occurring to the utilities as a result of an overtopping event.

If you have any questions, we would like to meet with you to determine acceptable options for avoiding significant relocation of the remaining utilities in the dam. This is a critical infrastructure improvement project for the City of Fayetteville. The City has invested significant time and resources to provide upgrades to the dam to improve spillway capacity and adding protective measures to increase the long-term resiliency of the dam. Final design documents will be provided



Sue White NC Department of Environmental Quality May 25, 2021 Page 4

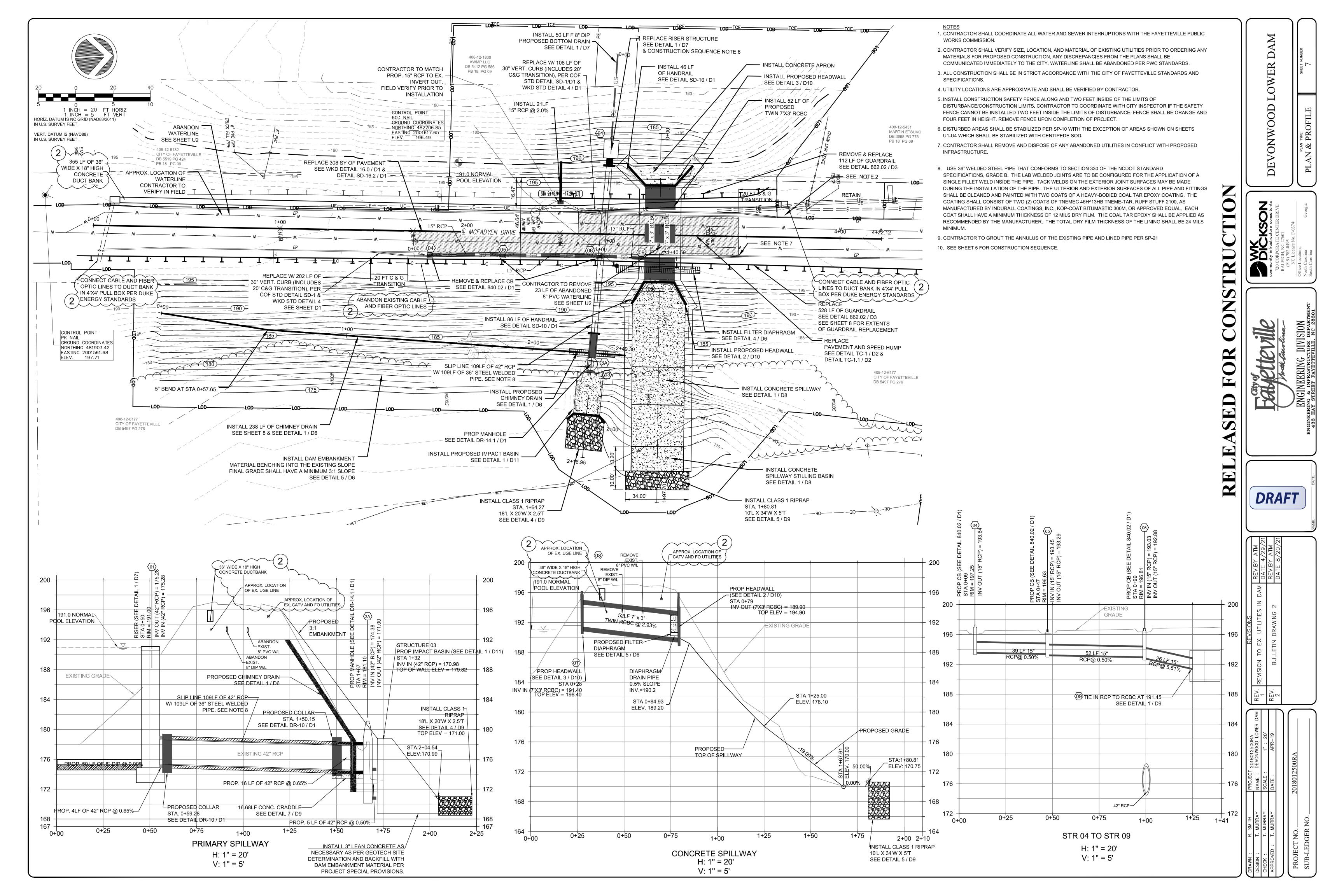
if conditional approval of the concept is granted. We look forward to your review. Please feel free to contact me at 919-610-9434 with any questions.

Sincerely,

W:K: Dickson & Co., Inc.
Tom Murray, PE
Project Manager

cc: Jason Miles, City of Fayetteville Abha Dwivedy, City of Fayetteville Tim LaBounty, NCDEQ Art Sengupta, NCDEQ



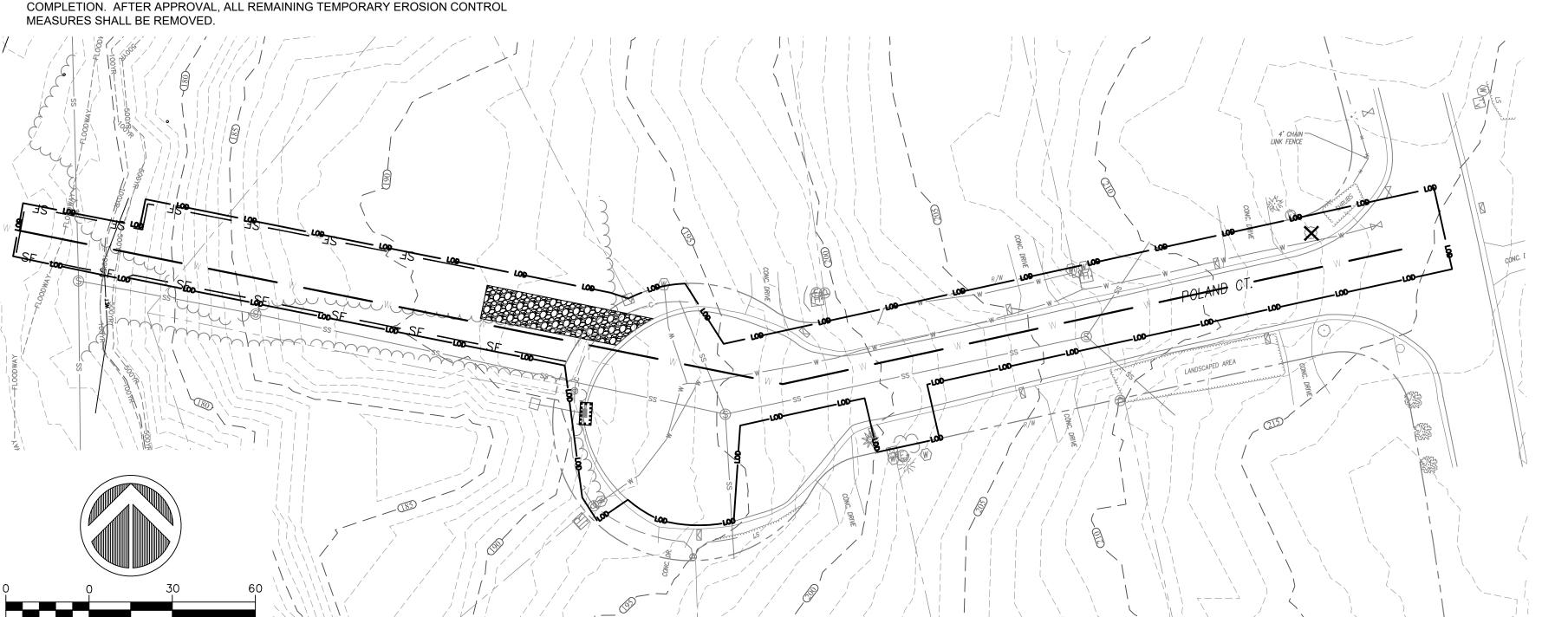


- DISTURBED AREAS NOT AT FINAL GRADE, LEFT IDLE FOR TWO OR MORE WEEKS, SHALL BE TEMPORARILY VEGETATED PER THE TABLE BELOW. SEEDING SHALL BE IN ACCORDANCE WITH SEEDING DETAIL EC-8 ON SHEET D4.
- ALL DISTURBED AREAS AS PART OF WATERLINE WORK SHOWN ON SHT U1-U4 WILL BE STABILIZED PERMANENTLY WITH CENTIPEDE SOD AS RECOMMENDED WITHIN 15 WORKING DAYS OR 90 CALENDAR DAYS (WHICHEVER IS SHORTER).
- 4. ALL REMAINING DISTURBED AREAS WILL BE STABILIZED PERMANENTLY PER SP-10.

1 INCH = 30 FT HORIZ

- 5. ONCE PERMANENT VEGETATION AND EROSION CONTROL MEASURES ARE ESTABLISHED, THE CONTRACTOR SHALL SCHEDULE A FINAL INSPECTION IN ORDER TO OBTAIN A CERTIFICATE OF COMPLETION. AFTER APPROVAL, ALL REMAINING TEMPORARY EROSION CONTROL
- OPERATION ON A WEEKLY BASIS AND FOLLOWING EVERY RUNOFF PRODUCING RAINFALL EVENT. ANY REPAIRS SHALL BE MADE IMMEDIATELY TO MAINTAIN THE FUNCTION OF THE PRACTICE.
- TRAPPED SEDIMENT SHALL BE PROPERLY REMOVED FROM THE UPSLOPE SIDE OF SEDIMENT FENCE WHEN SEDIMENT BUILDS UP TO A DEPTH OF 0.5 FEET. SEDIMENT FENCE SHALL BE REPAIRED AS NECESSARY TO MAINTAIN ITS FUNCTION.
- 4. REFER TO DETAIL SHEETS D4 & D5FOR ADDITIONAL MAINTENANCE NOTES ON EROSION CONTROL STRUCTURES.

Timeframe Exceptions
10' or less in length and are not 2:1, 14 days are allowed
opes greater than 50' in length
l



EROSION CONTROL NOTES

- 1. REFER TO GENERAL NOTES ON SHEET 3.
- 2. DISTURBED AREAS: TOTAL = 2.31 ACRES
- 3. ALL AREAS DISTURBED BY THE CONTRACTOR SHALL BE SEALED PER THE SPECIFICATION SHOW

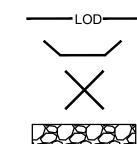
EROSION CONTROL:

- INSTALL PERMANENT VEGETATIVE COVER AND THE LONG-TERM EROSION PROTECTION MEASURES OR STRUCTURES AS SOON AS PRACTICAL IN THE CONSTRUCTION PROCESS. APPROPRIATE EROSION CONTROL MEASURES MUST BE PLACED BETWEEN THE DISTURBED AREA AND AFFECTED WATERWAY AND MAINTAINED UNTIL PERMANENTLY VEGETATED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL MEASURES RELATED TO THE CONSTRUCTION SITE.
- 3. AT A MINIMUM, EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL REGULATIONS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY LOCAL GOVERNING
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF ANY SOIL TRACKED INTO THE PUBLIC RIGHT-OF-WAY.
- THE LOCATIONS OF SOME EROSION CONTROL MEASURES MAY HAVE TO BE ALTERED FROM THOSE SHOWN ON THE PLANS IF DRAINAGE PATTERNS CHANGE DURING CONSTRUCTION.
- PROVIDE FOR HANDLING THE INCREASED RUNOFF CAUSED BY CHANGED SOIL AND SURFACE CONDITIONS. USE EFFECTIVE MEANS TO CONSERVE EXISTING ON-SITE SOIL INCLUDING THE USE OF DIVERSION DITCHES.
- CONTROL RUNOFF AND PROTECT AREAS SUBJECT TO EROSION DURING CONSTRUCTION. CHANNEL BANKS SHALL BE SEEDED DAILY UPON COMPLETION OF FINAL GRADING.
- ALL SEDIMENT AND EROSION CONTROLS ARE TO BE INSPECTED AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND AFTER ANY STORM EVENT OF GREATER THAN 0.5 INCHES OF PRECIPITATION DURING ANY 24-HOUR PERIOD. MAINTENANCE OF SEDIMENT TRAPPING STRUCTURES SHALL BE PERFORMED AS NECESSARY PER THESE INSPECTIONS. SILT FENCING AND DIVERSION DITCHES SHALL BE INSTALLED AS SHOWN ON PLANS.
- STABILIZATION MEASURES SHALL BE INITIATED AT THE END OF EACH DAY IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. EXCEPT WHERE CONSTRUCTION
- PREVENT LOSS OF SEDIMENT.
- ALL NECESSARY MEASURES MUST BE TAKEN TO PREVENT OIL, TAR, TRASH, AND OTHER POLLUTANTS FROM ENTERING THE ADJACENT OFFSITE AREAS.
- 14. CONSTRUCTION ACTIVITIES MUST AVOID TO THE GREATEST EXTENT PRACTICABLE, ENCROACHMENT INTO ANY WETLAND/STREAM AREAS NOT DESIGNATED AS IMPACT AREAS.
- 15. ACTIVITIES MUST AVOID DISTURBANCE OF WOODY RIPARIAN VEGETATION WITHIN THE PROJECT AREA TO THE CONSTRUCTION OF THE CHANNEL.
- 16. NO ON-SITE BURIAL OF VEGETATION OR CONSTRUCTION DEBRIS WILL BE PERMITTED.
- 17. ANY GRADING BEYOND THE CONSTRUCTION LIMITS SHOWN ON THE PLAN IS A VIOLATION OF THE NORTH CAROLINA EROSION CONTROL ORDINANCE, AND IS SUBJECT TO A FINE.
- 18. PLEASE REFERENCE PLAN SHEET DETAILS AND NCDENR STANDARDS FOR CONSTRUCTION OF EROSION CONTROL
- 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL MEASURES RELATED TO THE CONSTRUCTION SITE.
- 20. MAINTAIN WRITTEN SELF-INSPECTION RECORDS IN ACCORDANCE WITH GS 113A-54.1 (E) AND NCG 010000 SEC. II.B, 3).

EROSION CONTROL SEQUENCE

- SEE EROSION CONTROL NOTES THIS SHEET.
- 2. CONDUCT PRE-CONSTRUCTION MEETING INCLUDING OWNER/ENGINEER, ASSOCIATED CONTRACTORS AND OTHER AFFECTED
- 3. ALL EROSION CONTROL MEASURES (CHECK DAMS AND SILT FENCES) SHALL BE INSTALLED PRIOR TO CLEARING AND GRUBBING. CLEAR ONLY AS NECESSARY TO INSTALL SEDIMENT AND EROSION CONTROL MEASURES.
- CONTRACTOR TO INSTALL IMPERVIOUS DIKES OR APPROVED EQUIVALENT TO PROVIDE DRY WORK AREA. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PUMPING OPERATION AS NEEDED TO MAINTAIN DRY WORK AREA. WATER SHALL BE PUMPED AND OR DIRECTED TO EITHER SEDIMENT BASINS OR TO AN APPROVED SEDIMENT BAG PLACED INSIDE THE LIMITS OF CONSTRUCTION.
- PRIOR TO CLEARING AND GRUBBING, THE CONTRACTOR SHALL REQUEST AN ON-SITE INSPECTION. UPON RECEIPT OF CERTIFICATE OF COMPLIANCE, GRUBBING/CONSTRUCTION MAY BEGIN.
- 6. PERFORM GRADING OPERATIONS IN A MANNER AND SEQUENCE SO AS TO REDUCE UNNECESSARY DISTURBANCE OF SURFACE COVER.
- 7. DURING EXCAVATION DE-WATERING SHALL BE CONDUCTED AS NEEDED. DE-WATERING SHALL BE COMPLETED THROUGH USE OF PUMPS. WATER SHALL BE PUMPED AND OR DIRECTED TO EITHER SEDIMENT BASINS OR TO AN APPROVED SEDIMENT BAG PLACED INSIDE THE LIMITS OF CONSTRUCTION.
- 8. UPON COMPLETION OF GRADING OPERATIONS, INSTALL PERMANENT STABILIZATION MEASURES. SEE VEGETATION NOTES THIS
- 9. ONCE FINAL VEGETATION IS ESTABLISHED CALL FOR FINAL APPROVAL. FINAL APPROVAL MUST BE GRANTED PRIOR TO REMOVAL OF EROSION CONTROL MEASURE.
- 10. UPON FINAL APPROVAL, REMOVE TEMPORARY EROSION CONTROL MEASURES.

EC LEGEND

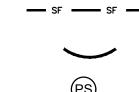


LIMITS OF DISTURBANCE TREE PROTECTION

(SEE DETAIL WKD-1 ON SHEET D4) TREE REMOVAL

(SEE DETAIL EC-1 ON SHEET D4)

TEMPORARY GRAVEL CONSTR. ENTRANCE/EXIT (SEE DETAIL EC-2 ON SHEET D4) INLET PROTECTION



SEDIMENT FENCE (SILT FENCE) (SEE DETAIL EC-5 ON SHEET D4) (SEE DETAIL EC-6 ON SHEET D4)

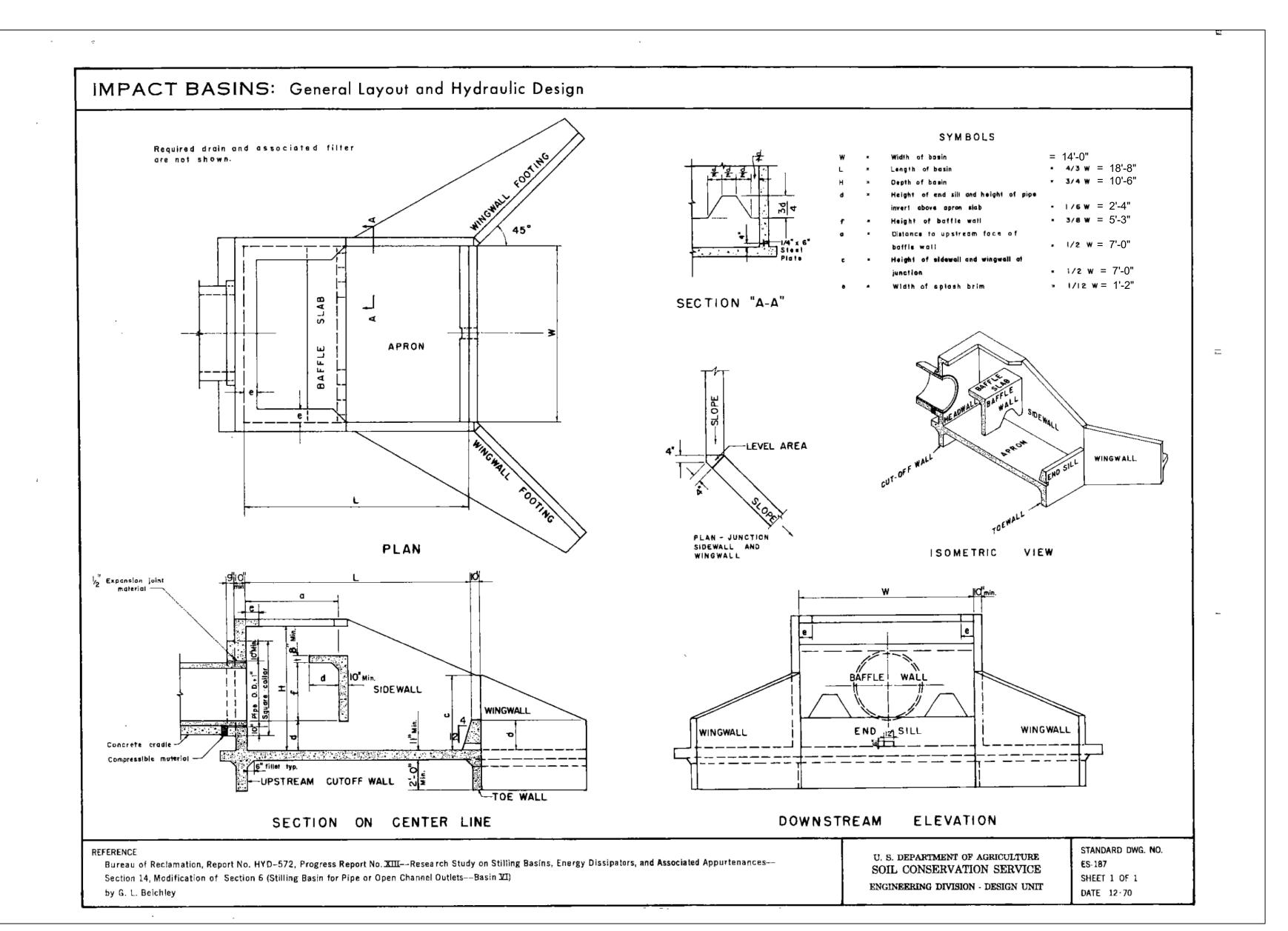
> COIR FIBER MATTING (EROSION CONTROL MATTING) (SEE DETAIL 1631.01 ON SHEET D4)

SEEDING (PERMANENT) (SEE DETAIL EC-7 ON SHEET D4)

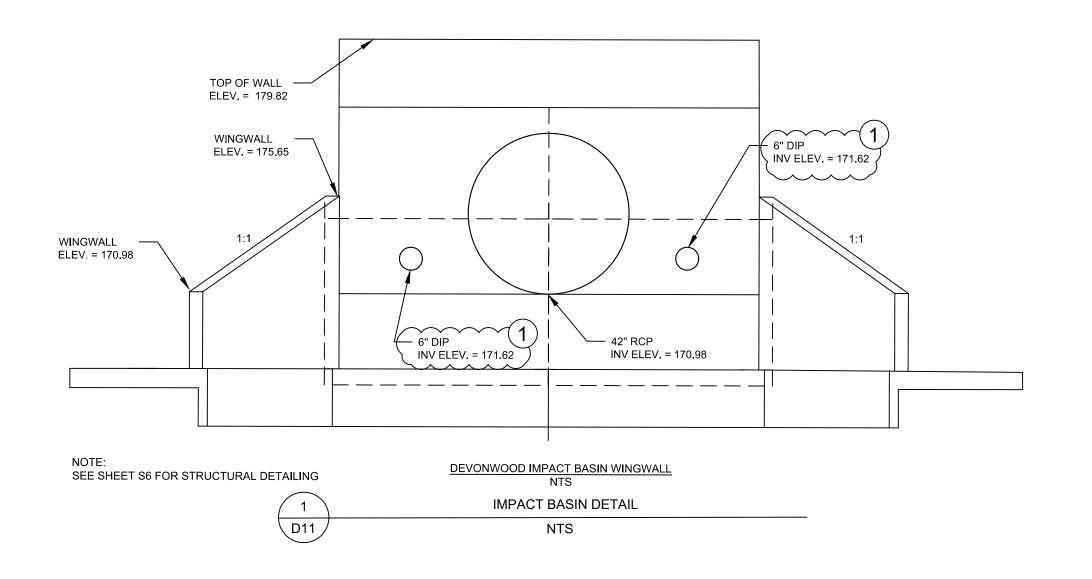
COFFER DAM OR EQUIVALENT (SEE DETAIL 1 ON SHEET D5)

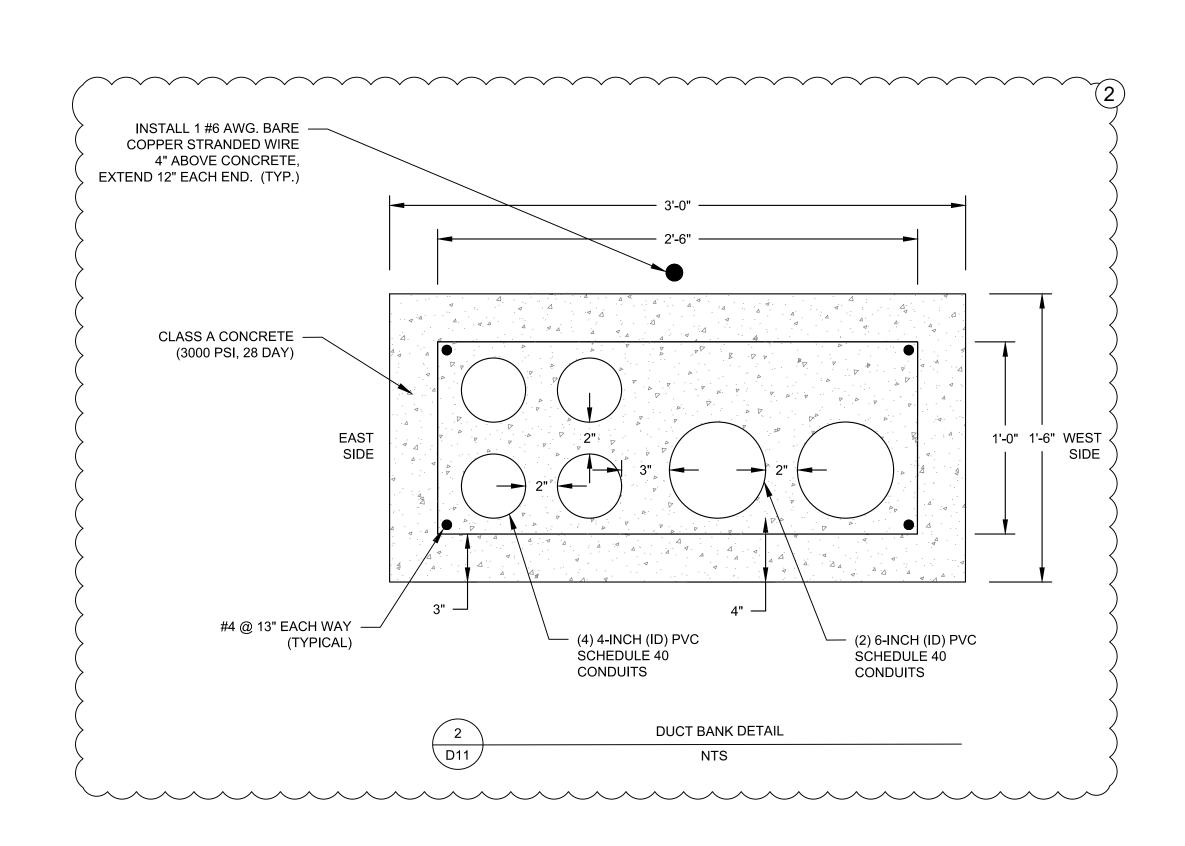


	NAME:	DEVONWOOD LOWER DAM	LOWER	DAM
	SCALE:	1":	: 20,	
	DATE:	APR-19	-19	
				1
2	2018012500RA	00RA		









CONSTR FOR SED RELE

DEVONWOOD

CHECK:	I. MURKAY	SCALE:		_
APPROVED :	T. MURRAY	DATE:	APR-19	
PROJECT NO		2018012500RA		

	T. MURRAY	SCALE:	
ED :	T. MURRAY	DATE:	APR-19
ECT NO.		2018012500RA	

DRAFT

Roy Cooper, Governor Erik A. Hooks, Secretary Michael A. Sprayberry, Director

April 18, 2018

RECEIVED

APR 2 3 2018

Finance Department

Ms. Cheryl Spivey CFO Fayetteville, City Of 433 Hay ST Fayetteville, NC 28301-5537

RE:

FEMA - 4285-DR-NC

Applicant ID#: 051-22920-00 PW- 1887(0) for \$1429420

Dear Ms. Cheryl Spivey:

Enclosed is a copy of your supplemental project application package that has been approved by the Federal Emergency Management Agency / Department of Homeland Security under Catalogue of Federal Domestic Assistance (CFDA) number 97.036 for 'Disaster Grants – Public Assistance (Presidentially Declared Disasters)'. Please note the Project Application Summary lists the approved amounts from the Project Worksheet(s) (PW's) and the allowed administrative costs.

Please provide information concerning insurance settlements as soon as possible when applicable to any of your PW's so that we may expedite funding. Only uninsured losses for eligible work may receive funding. Also, it is necessary to ascertain that there is no duplication of benefits in the funding of the project work. Individual PW's equal to or greater than \$123100 are considered large projects. These PW's will be reimbursed based on actual **documented** expenditures. Prior to completion of any large project, the maximum payment will be 75% of the Obligated Project Cost. The final 25% of the total Obligated Project Cost will be paid following a final inspection. **PW's less than \$123100 will be reimbursed the total Obligated Project Cost upon approval.**

Reimbursement request and summary of documentation forms are enclosed for large projects. These forms must be completed and returned before any large project payments are authorized. Small projects are paid upon obligation after all special considerations have been resolved. Clear and concise backup documentation that justify all costs must accompany these forms. Administrative allocations can be reimbursed per Project Worksheet based on supporting documentation by the applicant.

Pursuant to Title 44 of the Code of Federal Regulations (CFR), Section 13.40, the North Carolina Division of Emergency Management is required to submit progress reports to the Federal Emergency Management Agency for every disaster assistance grant. Accordingly, each disaster assistance applicant (subgrantee) must submit monthly progress reports for all open large project grants to the N.C. Division of Emergency Management.

MAILING ADDRESS: 4236 Mail Service Center Raleigh NC 27699-4236 www.ncdps.gov www.readync.org



OFFICE LOCATION: 1636 Gold Star Drive Raleigh, NC 27607-3371 Telephone: (919) 825-2500 Fax: (919) 825-2685

Ms. Cheryl Spivey April 18, 2018 Page Two

Enclosed, you will find a sample Progress Report form that you may use to report progress for each open large project. However, you may use any format to report progress for these grants as long as the information contained on the sample form is included. The first Progress Report will be due on the 10th day of the month following receipt of the letter, and subsequent Progress Reports will be due on the 10th day of each month thereafter until project completion. Please refer to the Public Assistance Program and Policy Guide (January 2016), Pages 140-141 for more information regarding progress-reporting requirements.

As the applicant, you have the right to appeal through the Grantee (N.C. Emergency Management Public Assistance) within 60 days from the receipt of a notice of an action or decision. Information on appeals is referenced in the "Public Assistance Program and Policy Guide (January 2016)," pp. 139-140, and in CFR §206.606.

You are required to complete work within each PW's approved scope of work. Please comply with all necessary project management procedures to ensure that funds are expended in an appropriate manner.

TYPE OF WORK	WORK COMPLETION DATE
Emergency (Categories A-B)	6 Months
Permanent (Categories C-G)	18 Months

All accounting records should be maintained for three (3) years following closeout of your disaster file. In addition, all projects are subject to audit by the FEMA Office of Inspector General. If you have any questions, please contact Andy Andrews, Grants Manager of North Carolina Division of Emergency Management, Public Assistance office at (919) 825-2561.

Andrew Innis

Public Assistance Manager

AI/wle

Enclosures

PW-1887(0) for \$1429420

Report Gener Od on:	04/17/2018 19:49
Data Captured As Of:	04/17/2018 19:49
Disaster Number:	4285
Bundle:	PA-04-NC-4285-PW-01887

Capture Date: 04/17/2018 19:	49			
		Federal Eme	gency Management Agency	
		Project App	lication Grant Report (P.2)	
		Disaste	r: FEMA-4285-DR-NC	
Number of Records: 1		747		
Applicant ID: 051-22920- Enbsp;Bundle # : PA-04-NC- PW-01887(1885)			Applicant: FAYETTEV	ILLE
PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-NC-4285-PW-01887(0)	D	N	04-10-2018	1,429,420.00
Facility Number:	1			
Facility Name:	Devoi	nwood Lower Dam		
	Fayet	teville, North Caro		
Location: Scope of Work:		35.074766, -78.994 Completed:	1689	
	analy Work The all applications	to be Completed: applicant, in accordant will select the sary repairs in a tirs will repair the dadhering to currer ghout the project ingineering assessment Cost: ach Services: al Testing: at Management/Instate Service actor L PROJECT COST: Devonwood Lower Carolina Department Matural Resources (NCDEMLR).	\$25,000.00 \$763,400.00 \$1,387,420.00 er Dam will be brought up to current ent of Environment Quality (NCDEQ),	olicy, will bid out the project. The lity to mobilize, and perform the rk at Devonwood Lower Dam. The bilize the downstream slope (3:1) It be monitored and inspected eir choosing. The applicant, through provided the following estimates:
	are d admi treat activ	irectly chargeable nistration of this Pa ed consistently and Ities and are not in	COSTS: The Sub-grantee is requesting to this specific project. Associated exproject only and in accordance with a uniformly as direct costs in all Federal Country and approved indirect cost itigation was discussed with the Approper identified.	eligible work is related to h 44 CFR §13.22. These costs are eral awards and other Sub-grantee rates.

Capture Date: 04/17/2018 19:49

Federal Emergency Management Agency

Project Application Grant Report (P.2)

Disaster: FEMA-4285-DR-NC

Number of Records: 1

PROCUREMENT: The Sub-grantee was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Sub-grantee must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

RECORD RETENTION: As described in 2 CFR 200.33 Sub-grantee must maintain all work-related records for a period of three (3) years from Sub-grantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The Sub-grantee is responsible for obtaining all required permits prior to the commencement of work.

ENVIRONMENTAL AND HISTORIC PRESERVATION: Sub-grantee must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUB-GRANT APPLICATION): The Subgrantee shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify, North Carolina Division of Emergency Management prior to starting work.

INSURANCE REVIEW: The Sub-grantee is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Sub-grantee's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Subgrantee must comply with insurance reviewer terms and conditions upon receipt of Sub-grant from the State.

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	1,429,420.00	0.00	1,429,420.00
Federal Share (\$)	1,072,065.00	0.00	1,072,065.00

P 04 NC 285- V-01887(0) P		
Applicant Name:	Application Title:	
FAYETTEVILLE	4-D0301 Devonwood Lower Dam	
Period of Performance Start:	Period of Performance End:	
10-10-2016	04-10-2018	

Bundle Reference # (Amendment #)	Date Awarded
PA-04-NC-4285-PW-01887(1885)	04-16-2018

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET

DISASTER					PROJECT NO.	PA ID	DATE	CATEGORY	
FEMA	4285	-	DR	-NC	4-D0301	NO. 051- 22920-00	03-08-2018		D
APPLICANT: FAYETTEVILLE				Ē			WORK COMPLETE AS OF: 03-08-2018: 0 %		
						Site	1 of 1		
DAMAGED FACILITY:						COUNTY: Cumberland			
Devonwo	od Lower	Da	m						
LOCATIO	N:							LATITUDE: 35.074766	LONGITUDE: -78.994689
PA-04-NC-4285-PW-01887(0): Devonwood Lower Dam (located on McFayden Drive) Fayetteville, North Carolina 28314					McFayden Drive)				
GPS: 35.	074766, -	78.	99468	9					
Current V	ersion:								

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-04-NC-4285-PW-01887(0):

During the incident period of October 4, 2016 to October 24, 2016, Hurricane Matthew caused widespread torrential rainfall, hurricane force winds, record level tidal action and record breaking flooding throughout the central and eastern North Carolina counties.

The Applicant, City of Fayetteville, who owns and maintains for the Devonwood Lower Dam and the road on top. The Devonwood Lower Dam is approximately 400 feet in length and is classified as a small, high hazard dam since it has a total storage of less than 750 acre-feet and has the potential to cause loss of life or serious property damage if breached. Devonwood Lower Dam was inundated with rainfall causing the lake to overtop the dam and caused the embankment other damages on the downstream side.

Heavy rains from the event and debris that accumulated on the lake outlet structure caused an overtopping of the dam. Water flowed across the road surface and onto the downstream embankment. The eroded section was approximately 25ft x 25ft x 5ft (3,125 cubic feet = 115.74 cubic yards). Additional embankment slipping occurred in the middle section of the embankment (part of the above area). Some buried utility lines were exposed and a 25 foot section of guardrail support foundations were exposed. The applicant previously provided emergency protective measure (PW PA-04-NC-4285-PW-01284(0)) to stabilize the downstream side of the dam to protect the road and the vehicles that travel across McFadyen Drive. These protective measures will be removed in order to repair the dam.

In conjunction with WK Dickson, the applicant did a visual assessment of Devonwood Lower Dam. It was determined that the dam was in a partially-functioning condition and was directed by the State Dam Safety Office that the lake remain drained. The road (McFadyen Drive) over top the dam is currently open and the lake has been drained. No damages were noted to the roadway, guardrail, or curb and gutter at time of inspections. The damages that were noted were limited to the downstream embankment side and consisted of the following:

1. Downstream embankment erosion scoured out 25'L, x 25'W x 5'D= 3,125 CF/27 = 115,74 CY

Toe Drain has been removed

This project worksheet covers the contractor work and estimated cost to repair the dam and its components along making the mandatory codes and standards upgrades.

Current Version:

SCOPE OF WORK:

PA-04-NC-4285-PW-01887(0):

Work Completed:

The applicant utilized WK Dickson to conduct a survey; and a hydrologic and geotechnical analysis, along with an estimate to repair the

Work to be Completed:

The applicant, in accordance with the City's Procurement Policy, will bid out the project. The applicant will select the company based on low bid, availability to mobilize, and perform the necessary repairs in a timely manner to complete all the work at Devonwood Lower Dam. The repairs will repair the dam to pre-disaster condition and stabilize the downstream slope (3:1) while adhering to current code and standards. All repairs will be monitored and inspected throughout the project by the applicant or a company of their choosing. The applicant, through the engineering assessment and previous dam repairs, have provided the following estimates:

Design Cost:

\$229,020.00

Geotech Services:

\$50,000.00

Material Testing:

\$20,000.00

Project Management/Inspection Services

\$300,000.00

Real Estate Service

\$25,000.00

\$763,400.00 Contractor TOTAL PROJECT COST:

\$1,387,420.00

NOTE: Devonwood Lower Dam will be brought up to current codes and standards as required by North Carolina Department of Environment Quality (NCDEQ), The North Carolina Division of Energy Natural Resources (NCDENR), and The North Carolina Division of Energy, Mineral and Land Resources (NCDEMLR). No CEF was completed due to an engineering report being completed by the time this project worksheet was written.

PROJECT NOTES:

DIRECT ADMINISTRATIVE COSTS: The Sub-grantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR §13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other Sub-grantee activities and are not included in any approved indirect cost rates.

HAZARD MITIGATION: Mitigation was discussed with the Applicant. No feasible cost effective mitigation opportunities were identified,

PROCUREMENT: The Sub-grantee was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Sub-grantee must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

RECORD RETENTION: As described in 2 CFR 200.33 Sub-grantee must maintain all work-related records for a period of three (3) years from Sub-grantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The Sub-grantee is responsible for obtaining all required permits prior to the commencement of work.

ENVIRONMENTAL AND HISTORIC PRESERVATION: Sub-grantee must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUB-GRANT APPLICATION); The Sub-grantee shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify. North Carolina Division of Emergency Management prior to starting work.

INSURANCE REVIEW: The Sub-grantee is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Sub-grantee's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Sub-grantee must comply with insurance reviewer terms and conditions upon receipt of Sub-grant from the State.

Current Version:

Hazard Mitigation proposal included? ☐ Yes ☑ No				Is there insurance coverage on this facility? Yes No				
			PROJI	CT COST				
ITEM	CODE		NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST		
			** Version 0 ***					
		V	Vork Completed					
1	9003	Contract Costs		1/LS	\$ 50,000.00	\$ 50,000.00		
		Wor	k To Be Completed					
2	9007	Labor		1/LS	\$ 300,000.00	\$ 300,000.00		
3	9003	Contract C	osts	1/LS	\$ 1,037,420.00	\$ 1,037,420.00		
		Direct S	Subgrantee Admin Cost					
4	9901	Direct Adn (Subgrante	ninistrative Costs ee)	1/LS	\$ 42,000.00	\$ 42,000.00		
	•	•			TOTAL COST	\$ 1,429,420.00		
PREPAR FERGUS		ISTOPHER H	TITLE Project Specialist	SIGNATURE				
APPLICANT REP. Cheryl Spivey			TITLE Cheif Financial Office	SIGNATURE				

CITY OF FAYETTEVILLE August 8, 2022

CAPITAL PROJECT ORDINANCE AMENDMENT CHANGE 2023-11 (CPO 2017-52)

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 2017-52, adopted April 24, 2017, as amended, for the funding of the repair and reconstruction of Devonwood lower dam due to damages caused by Hurricane Matthew, and other ancillary costs.
- Section 2. The project director is hereby directed to proceed with the project within the terms of the various agreements executed and within the funds appropriated herein.
- Section 3. The following revenues are anticipated to be available to the City to complete the project:

	Listed As		Aı	mendment	Revised	
Federal Emergency Management Agency	\$	2,220,158	\$	267,324	\$	2,487,482
NC Department of Public Safety	\$	740,053	\$	89,108	\$	829,161
General Fund Transfer	\$	318,989	\$	-	\$	318,989
	\$	3,279,200	\$	356,432	\$	3,635,632
Section 4. The following amounts are appropriated for the project: Project Expenditures	\$	3,279,200	\$	356,432	\$	3,635,632

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

Adopted this 8th day of August, 2022.



City of Fayetteville

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

City Council Action Memo

File Number: 22-2813

Agenda Date: 8/8/2022 Version: 2 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.07

TO: Mayor and Members of City Council

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

FROM: Gina V. Hawkins, Chief of Police

Kelly Olivera, Budget and Evaluation Director

DATE: August 8, 2022

RE:

Adoption of Special Revenue Fund Project Ordinance 2023-6 for the FY23 Juvenile Restitution Program

COUNCIL DISTRICT(S):

ΑII

Relationship To Strategic Plan:

Goal I: Safe and Secure Community

Executive Summary:

The City has been awarded grant funding for fiscal year 2022-2023 for the Fayetteville-Cumberland County Juvenile Restitution Program. Council is asked to adopt Special Revenue Fund Project Ordinance 2023-6 to accept the grant funding and appropriate \$82,494 needed for personnel and operating costs for fiscal year 2022-2023. The funding sources for this program include a \$50,592 grant awarded by the North Carolina Department of Public Safety, a local match of \$15,951 from Cumberland County, and the City's local match of \$15,951.

Background:

The Fayetteville-Cumberland County Juvenile Restitution Program focuses on making juvenile offenders, typically between the ages of 11 and 17, accountable to the community and/or victim(s) through community service work. Youth are referred to the program to complete court-ordered community service and/or restitution requirements.

File Number: 22-2813

The program provides meaningful work opportunities for juveniles to teach them accountability and to accept responsibility for their actions. In addition, the program focuses on changing the juvenile's attitude and negative behavior through positive reinforcement and life experiences. It is the goal of the program to decrease future criminal misbehavior by those served.

The Fayetteville Police Department has been managing the JCPC Juvenile Restitution Program. This award will allow for the continued management of the program.

Issues/Analysis:

The grant performance period expires June 30, 2023.

Budget Impact:

The City's local match of \$15,951 is funded in the Police Department's General Fund operating budget for fiscal year 2023.

Options:

- 1) Adopt Special Revenue Fund Project Ordinance 2023-6.
- 2) Do not adopt Special Revenue Fund Project Ordinance 2023-6 and provide further direction to staff.

Recommended Action:

Staff recommends that Council move to adopt Special Revenue Fund Project Ordinance 2023-6 as presented.

Attachments:

- Special Revenue Fund Project Ordinance 2023-6 (Juvenile Restitution Program)
- Grant Award Package

CITY OF FAYETTEVILLE August 8, 2022

SPECIAL REVENUE FUND PROJECT ORDINANCE ORD 2023-6

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

- Section 1. The project authorized is for the funding of the Fayetteville-Cumberland Juvenile Restitution Program as awarded by the North Carolina Department of Public Safety for Fiscal Year 2022-2023.
- 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:

N.C. Department of Public Safety	\$ 50,592
Local Match - Cumberland County	15,951
Local Match - City of Fayetteville General Fund Transfer	15,951
	\$ 82,494

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

Project Expenditures \$ 82,494

- Section 5. Copies of this special revenue fund 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 8th day of August, 2022.

Nichelle D. Gaines
Misdemeanor Diversion Program/
JCPC Coordinator



Glenn Adams, JCPC Chair

Mike Fiala, JCPC Vice Chair

Juvenile Crime Prevention Council

June 13, 2022

Lt. Michael Petti, Program Director Fayetteville Police Department 467 Hay Street Fayetteville, NC 28301

Dear Mr. Petti,

The C.C. Juvenile Crime Prevention Council has received your 2022-2023 Program Application for the Fayetteville Police Department-Juvenile Restitution Program. After consideration of the 2021-2022 DAC Division of Juvenile Justice's projected allocations for local JCPC's, during their April 13, 2022, monthly meeting, the JCPC voted to make the following recommendation for your program:

JCPC Funds: \$50,592 County Funds: \$15,951

Since that time, the Cumberland County Board of Commissioners accepted the recommendation of the Council and adopted the FY2022-2023 budget at their June 6, 2022 budget work session.

Programs should be aware this amount is a projection and may change as a result of local and state allocation changes. Programs should be aware of the possibility of budget reductions in JCPC funding. Program managers may want to consider how a budget reduction could impact program operations in the upcoming fiscal year should our local JCPC allocation be affected. The council is encouraging all programs to take steps to ensure your program remains eligible for funding by satisfying all funding requirements including:

• Each program must provide documentation that links client screening and assessment information to the prioritized risk factors as defined in the program agreement to demonstrate how the program strategies reduce the risk factors and/ or increase the protective factors (e.g., specifically, develop client record tools and documentation that link client risk/need data collected at program intake to specific program strategies that are expected to positively change these risk factors, and effectively chart/record all documentation in the client record per DJJ minimum standards).

- JCPC/DJJ required NCALLIES client tracking information must be submitted consistently by the deadlines set by the local JCPC.
- Each program <u>must submit the JCPC's Monthly Reports</u> (Cumulative Monthly Report, Measurable Objectives, and JCPC Participant Contact Information) on a monthly basis with the JCPC reimbursement requests.
- The JCPC is also asking the program to utilize effective programming strategies through SPEP, evaluations, current Program Protocols, and all other requirements by the State and County to ensure quality program performance.
- Special attention should be given to ensuring that all of the client files are current including progress notes and follow up to the assessments administered at program enrollment.
- The program staff should ensure that all aspects of the program documentation and implementation meet the minimum standards for this program type as outlined in the DACDJJ minimum standards. This information can be accessed at www.ncdjjdp.org.
- Programs should continually review the DJJ policies and procedures and meet the minimum standards for their specific program type as well as the overall standards.
- Programs must fulfill all local requirements as outlined in the local addendum including Coordinator monitoring and attending program manager's meetings.

The local council is strongly recommending that programs begin seeking other funding sources to supplement increasing budget needs and identify areas where efficiencies can be recognized. Technical assistance is available to all JCPC programs. Please contact our JCPC Coordinator, Nichelle Gaines at 910-437-1884, or our Area Consultant, Crystal Bennett at 919-710-5331, to discuss technical and other assistance for your program.

Your support and dedication to the youth of Cumberland County is sincerely appreciated. The JCPC looks forward to working with your program during the upcoming year to make positive changes in the lives of our greatest resource, our youth.

Glenn Adams CCJCPC Chair

Regard

SECTIO	NIA	I I A SPONSORING AGENCY AND PROGRAM INFORMATION									
FUNDING P		n· FV 22-23					JCPC FUNDING # (cont only) 526-XXXX				(XXX
						AREA: Central Area					
	COUNTY: Cumberland							ai Aiea			
Multi-		-						nents No			
	NA	ME OF PRO	GRAM:	Fayetteville	-Cumberl	and Juvenile	Resti	tution Progra	am		
SPONSORING AGENCY: Fayetteville Police Department											
SPONS	ORING	G AGENCY	467 Ha	y Street							
PHYS	ICAL	ADDRESS:	Fayette	-		NC			28301		
SPONS	ORING	G AGENCY	467 Ha	v Street							
		ADDRESS:	Fayette	-		NC			28301		
		TYPE:							AL ID # 566	500122	 6
COMPONENT	ID#	NAME (OF PROGE	RAM COMPON	ENT	PROGRAM TYPE TOTAL COS EACH COMP					
35487		Fayetteville-Cur Program	nberland J	uvenile Restitut	ion	Restitution/Community Service \$			\$ 82,494		
							Total cost of components:			\$ 82,494	
Program Mana	ger Nar	me & Address	(sam	e person on sig	nature pag	e)					
	Michae		(00	<u> </u>	, p a.g	-,	Title:	Program Mana	ager		
Mailing	467 Ha	ay Street									
Address:							City:	Fayetteville		Zip:	28301
Phone:	(910) 4	433-1296		Fax:	(910) 433-1	1042		E-mail:	michaelpetti@	gfayettev	villenc.gov
Contact Persor	ı (if different from	program n	nanager)							
Name:		e Melvin	<u> </u>	g <u>-</u>			Title:	Program Coor	dinator		
Mailing	467 Ha	ay Street									
Address:			City:			Fayetteville		Zip:	28301		
Phone:	(910) 4	433-1020	1020 Fax: (910) 433-1042			E-mail:	deirdremelvir	@fayette	evillenc.gov		
Program Fiscal	Office	r (cannot h	ne nroaram	manager)							
Name:											
Mailing		ay Street									
Address:		•					City:	Fayetteville		Zip:	28301
Phone:	(910) 4	433-1859		Fax:	(910) 433-1) 433-1680 E-mail: jodypicarella@fayettevillenc		villenc.gov			

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
35487	NAME OF COMPONENT: Fayetteville-Cumberland Juvenile Restitution Program BRIEF DESCRIPTION: The program provides opportunities for juveniles to be accountable for their actions to the community and/or to victim(s) through performing supervised community service work and/or a monetary payment within the timeline stipulated in the court order, terms under a Teen Court agreement, or diversion contract.

SECTION II		COMPONENT STATISTICAL INFORMATION					
Multi-Components	s No						
Component Serv	vice Statistics	PROGRAM COM	IPONENT INFOR	RMATION - APPLI	CATION YEAR		
Component Name: Fayetteville-Cumberland Juvenile Restitution Program Component ID # 35487							
What is this com	ponent's maximum	client capacity at any g	jiven time?			7	7 0
Frequency of cli	ient contact per mont	h: 4		Anticipated Average Length of Stay:		90	Days
-	Total Component Cost: \$82,494 ÷ by Estimated # to be served during		o be served during	ng funding period: 70			
		Estimated Average	Cost Per Youth:	\$1,178			
	Actual number of youth admitted FY 20-21: 57						
Applies to	57	Number of ad	Number of admissions Juvenile Justice Referred 100% of total admissions		ssions		
continuation	0	Number of admissions Law Enforcement Referred 0% of total a		f total admissions			
programs only.	0	Number of admissions District Court Referred 0% of total adm		of total admis	sions		
		Actual number served FY 20-21: 63					

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

1. Statement of the Problem: In concise terminology, describe how the program will address continuum need(s) in the county.

The DACJJ reported FY 2017-2018 Needs Assessment Summary for Cumberland County Needs Assessment Summary as follows:

Overall Needs Levels of disposed youth-County data for FY 2017-2018 reflects 71% Low Needs; 26% Medium Needs and 4% High Needs.

1. Y1-Peer Relationships-County data for FY 2017-2018 reflects 11% of youth Rejected by Positive Peers, 24% have Some Association with Delinquent Peers, 12% have Regular Association with Delinquent Peers and 7% have Gang Association. 2. Y2-School Behavior-County data for FY 2017-2018 reflects that on average 14% have Minor School Behavior Problems, 24% have Moderate School Behavior Problems, 35% have Serious School Behavior Problems. 3. Y3- Academic Functioning-County data for 2017-2018 reflects 90% At Grade Level (or appropriately placed); 10% Below Grade Level, 4.Y4-Substance Abuse-County data for FY 2017-2018 reflects that on average 15% have Some Abuse Assessment and 12% have Some Abuse Treatment. 5. Y5-Juvenile Parental Status-County data for FY 2017-2018 reflects 99% Juvenile Not a Parent; 1% Juvenile is a Parent. 6. Y6-Abuse Neglect History-County data for 2017-2018 reflects 79% No Evidence of Abuse/Neglect; 19% Abuse Victim with Support; 3% Abuse Victim but No Support. 7. Y7-Sexual Behaviors-County data for FY 2017-2018 reflects 87% No Problem Sexual Behavior; 6% Sexual Behavior -Needs Assessment; 3% Dangerous Sexual Practices; 3% Has Sexually Victimized Others, 8, Y8-Mental Health Needs -County data for FY 2017-2018 reflects that on average 35% had Mental Health Needs Addressed and 21% Needs More Mental Health Assessment. 9. Y9-Basic Needs/Living-County data for 2017-2018 reflects 85% Living with Parent & Needs Met; 14% Temporary Residence & Needs Met; 0% Living with Parent & Needs Unmet and 1% Living Independently. 10. Y10- Health/Hygiene-County data for 2017-2018 reflects 91% No Health Hygiene Problem; 8% Health/Hygiene Problem but Unimpaired; 1% Health/Hygiene Problem but impaired or Untreated. 11. F1-Conflict in the Home-County data reflects 84% Supportive Home; 12% Domestic Discord; 4% Domestic Violence. 12. F2-Family Supervision Skills-County data for FY 2017-2018 reflects that on average there was 45% Marginal Skills and 3% Inadequate. 13. F3 Disability of Parent/Guardian-County data reflects 98% No Disabilities; 3% Disabilities Noted. 14. F4-Family Substance Abuse-County data reflects- 93% No Alcohol/Drug Abuse: 8% Family Alcohol/Drug Abuse. 15. F5 -Family Criminality-County data for FY 2017-2018 reflects that on average there was 30% Family Criminal History and 9% Family-Active Court Supervision or Gang Involvement.

FCCJRP will provide opportunities for the offending juveniles to be held accountable for their offenses and delinquent behavior.

2. Target Population: Describe the target population, including age, and the steps taken to insure that the target population is served.

The target population is for youth between the ages of 11-17 and/or any juvenile under the jurisdiction of the Court and/or Interstate Compact of Juveniles. The program will also monitor juveniles referred by Law Enforcement and Teen Court by providing job opportunities to ensure juveniles complete all mandatory requirements.

3. Program Goal(s): Provide a brief statement to describe the overall purpose of the program.

The FCCJRP focuses on making the offender accountable to the community and/or victim(s) through community service work. Monetary restitution is paid to victims that seek reimbursement for personal injury and/or property

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

damage by the juvenile. FCCJRP provides meaningful work opportunities for juveniles to teach them accountability and to accept responsibility for their actions. In addition, FCCJRP focuses on changing the juvenile's attitude and negative behavior through positive reinforcement and life experiences. Overall, it is the goal of FCCJRP to decrease future criminal misbehavior of those served in the program.

- **4. Measurable Objective(s):** State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.
- 75% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.
- 75% Clients will complete restitution or community service within the timeframe permitted by JCPC policy.
- 75% Clients will have no new adjudications for a complaint with an offense date after the admission date.
- 75% Clients will have no new complaints with an offense date after the admission date.
- 75% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.
- 75% Clients will demonstrate accountability by actively participating in restitution/community service activities.
- 75% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.
- **5. Elevated Risks and Needs:** Describe how program services will address one or more of the elevated risk and needs listed in the most recent JCPC Request for Proposal.

The Juvenile Crime Prevention Council has prioritized the top five Risk Factors:

- 1. School Behavior Problems.
- 2. In-School Suspension/Out-of-School Suspension/Teen Drop Outs.
- 3. Behavioral Health Needs (Mental Health/Substance Abuse)
- 4. Family Conflict/Parenting Skills
- 5. Negative Peer Relationships
- 6. Runaway Programs

County data reflects that 58% youth lack pro-social peers or sometimes associate with delinquent others; or regularly associates with others in delinquent activity.

County data reflects that 79% of youth are age 12 years or older at the time of the 1st delinquent offense (on average 21% of youth were under the age of 12).

County data reflects that nearly 54% of family (parent/guardian/custodian) supervision skills are reported as marginal or inadequate; and that family members have a criminal history and/or is incarcerated. Nearly 40% have family criminal history or family in active court supervision or gang activity.

County data reflects that nearly 55% of youth have moderate to serious school behavior problems as a result poor school attendance and excessive in-school and/or out-of-school suspensions.

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT: Fayetteville-Cumberland Juvenile Restitution Program	

The FCCJRP will provide opportunities for the offending juveniles to be held accountable for their offenses and attitudes toward deviance.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

1. Location: List physical address(es) and describe where program services are delivered.

3811 Sycamore Dairy Rd., Fayetteville, NC 28303

List of Worksites are as follows: JW Coon Elementary School, 905 Hope Mills Rd., Fayetteville, NC 28304; Veterans Empowering Veterans, 325 B. Street, Fayetteville, NC 28301; Boys and Girls Club, 3476 Cumberland Rd., Fayetteville, NC 28306; Boys and Girls Club, 1018 Rochester Drive, Fayetteville, NC 28305; Westover High School, 277 Bonanza Drive, Fayetteville, NC 28303; Spring Lake Parks and Recreation, 245 Ruth Street, Spring Lake, NC 28390; Hoke County Animal Shelter, 353 Steele Rd, Raeford, NC 28376; Tru Blendz Barber Shop, 1555 Cain Rd, Fayetteville, NC 28303; Insoul Fellowship Church, 1077 71st School Rd, Fayetteville, NC 28314; American Legion Post 202, 834 Ramsey Street, Fayetteville, NC 28301; North Ramsey Street Church of God, 113 Circle Court, Fayetteville, NC 28301; Force of Life International Church, 2415 Gary St., Fayetteville, NC 28311; Gallberry Farm Elementary School, 8019 Byerly Drive, Hope Mills, NC 28348; Fascinate U Children's Museum, 116 Green Street, Fayetteville, NC 28301; ACC Sports Cuts, 702 N. Reilly Rd, Fayetteville, NC 28303; Cross Creek Church of Christ, 587 S. Reilly Rd, Fayetteville, NC 28314, Teens Do Care, 107 Odell Rd., Spring Lake, NC 28390. Worksites will resume working juveniles this fiscal year. The worksites will adhere to all safety procedures concerning COVID-19. I will continue to make contact with worksites each week to get an update on juveniles' performance and hours earned. Parents will resume transporting juveniles to worksites and the program will also provide transportation for juveniles during summer.

Due to COVID19, the above worksites are not being utilized at this time. Juveniles are performing work duties at their homes and in their surrounding community. Parents/Guardians take photos and videos of juveniles performing duties and email them to my office along with the hours worked.

2. Operation: Describe the daily/weekly schedule of program operation.

FCCJRP's business location is operational from 7:00am to 4:00pm Monday thru Friday.

3. Staff Positions: Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.

The Program Manager must possess at least a Bachelor's degree in a Human Service or related field, or a four (4) year degree in any other field with at least two (2) years experience as a direct service professional in a juvenile serving agency. The Program Manager is involved in the management of the program. The manager supervises the program coordinator. The manager signs off on 3rd Quarter Accounting Forms, Program Agreements, Budget Revisions and departmental requests.

The Program Coordinator must possess a Bachelor's level Human Services Degree or related field, or a four (4) year degree in any other field with at least two (2) years experience as a direct service professional in a juvenile serving agency.

The Program Coordinator recruits supervised worksites for clients to complete court ordered community service and/or monetary restitution. The coordinator supervises the program staff and any volunteers. He/She collects client referrals from court and reports admission, progress and termination data to DJJDP and CCJCPC on a monthly basis. The coordinator is responsible for daily program operations and is a direct supervision position. The coordinator directly supervises clients, maintains program work equipment, and maintains an accurate record of the number of days and hours worked by each client he/she supevises. The coordinator is responsible for recruiting worksites, worksite

Department of Public Safety

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

inspections, maintaining contact with court counselors especially to resolve concerns when the client fails to meet program standards, maintains client files, and collecting information/data for program effectiveness and DJJDP/JCPC standards.

The FCCJRP staff will confirm worksites and that all equipment is prepared and operational. At the worksites, the staff will supervise clients at work. The FCCJRP staff will provide necessary information and support to volunteer supervisors at approved worksites.

4. Service Type SPEP: Describe implementation to include:

Primary Service: Restitution / Community Service; Secondary Service: None

5. Admission Process: Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.

The Program Coordinator will obtain referrals form the local DJJDP office. The Program Coordinator enters referrals into the FCCJRP database. The Program Coordinator mails out correspondence within 10 days of referral asking the parent of the juvenile to contact the office to schedule an orientation meeting. Both the parent and the juvenile must be present during the orientation to discuss program requirements and allow the Program Coordinator to meet with the juvenile. Once the program requirements are discussed, required documentation completed, and work schedules created, the juvenile is admitted into the program. Written client status forms and community worksite documentation is maintained within the client file.

6. Termination Process: Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.

Successful: Indicates a high level of juvenile participation in program activities and achievement of behavior improvement goals. Satisfactory: Indicates an acceptable level of juvenile participation and behavior improvement even though the juvenile did not complete all program activities and did not meet all behavior goals. Unsuccessful: Failure to meet specific goals and requirements or make sufficient progress in the program. The provider shall request a consultation with the referring agent prior to termination. Non-Compliance: Unexcused absences or refusing to participate in treatment/intervention activities. Absenteeism plays a vital part of the success and failure in the program. The first unexcused absence will warrant a conference with the parent/guardian and client in reference to the program policy concerning unexcused absences. A second unexcused absence will warrant notifying the probation officer/court counselor. A third unexcused absence will result in termination from the program. The Fayetteville-Cumberland County Juvenile Restitution Program is responsible for making termination decisions. The program develops termination procedures including written termination forms and policies governing documentation of a juvenile's termination from a program.

How is the referring agency involved with the termination process?

They advise on the number of new court petitions that are referred to the program: Total of new petitions and/or new motions for review with court since enrollment in the FCCJRP. FCCJRP staff seek input from court counselors staff and notify them about any concerns or non-compliance issues to resolve these situations prior to an unsuccessful termination. By completing the community service component, monetary restitution is paid to victims that incur personal

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

/property injury or damage and seek reimbursement. Once the community service work requirements has been satisfied, the program will send a successful/satisfactory completion report to the county DJJDP office utilizing the status update form, a completed copy of the DJJDP CTF to the state office, and place a copy in the client's file. The program will not terminate without prior direct oral or written communication with the referral agency.

7. Referring Agency Interaction: Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.

FCCJRP staff picks up the referrals each week from the DJJDP office. The juvenile counselors and FCCJRP staff communicate via electronic mail, telephone, and office visits sharing information about the juveniles ordered to complete restitution/community service hours. The juvenile counselors and FCCJRP staff also communicate when the juvenile has been counseled for new violations and problems at the worksites (i.e. lack of participation, responsiveness to staff contact). Contact is made with the Department of Adult Corrections and Juvenile Justice monthly.

8. Intervention/Treatment: Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?

Clients served by the FCCJRP will repay the community and/or victims for damages caused by their actions. FCCJRP expects to redirect inappropriate youth behavior in our community by placing responsibility on the clients as they perform community service and monetary restitution work hours deterring them from future crime. Parents are required to transport the juvenile to FCCJRP, appropriate worksites and complete required surveys. The work site agreement and work site requirements forms are up-to-date. Juveniles earn up to \$250. Level 1 community service is up to 100 hours to pay restitution of up to \$500, Level II intermediate is community service between 100-200 hours to pay restitution more than \$500.

9. Best Practice Model: Describe what model or evidence-supported/best practice the program is based upon.

The restorative practices (RP) concept has its roots in RJ. RP is an emerging field of practice and study devoted to building social capital and achieving social discipline through participatory learning and decision-making. RP ties together theory, research and practice in fields such as education, counseling, criminal justice, social work and organizational management. The unifying hypothesis of restorative practices is that human beings are happier, more cooperative and productive, and more likely to make positive behavioral changes when others do things with them (via collaboration), rather than to them (via coercion) or for them (via independent action).

Reduction of recidivism is also a goal of RJ,[49] secondary to the restoration of offenders.[50] Proponents argue that it can prevent reoffending[49] and deter other potential criminals.[51] Critics counter that RJ does not significantly influence crime rates.[50][51]

While some older studies showed mixed results, as of 2013, studies that compared recidivism rates have become more definitive and in favor of Restorative Justice.[49][51] Some studies claim modest, relative reductions,[52][53][54] [55] but more recent studies are finding significant and meaningful reductions in recidivism rates (see below). After defining RJ more accurately and perhaps improving RJ practices, Latimer, Dowden and Muise (2005)[56] conducted the second meta-analysis on the effectiveness of RJ. This study is very important because it addresses the file-drawer problem. Also, some of the studies analyzed implemented a randomized-control group (RCG) design (a gold standard in research methods), although this does not represent the majority of studies included. This meta-

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

analysis lends empirical support for the effectiveness of RJ to lower recidivism rates and increase compliance and satisfaction rates. However, the authors caution that a self-selection bias is rife through most studies of restorative justice. They reference authors from one study (McCold & Wachtel, 1998) who found no evidence that restorative justice has a treatment effect on recidivism beyond a self-selection effect.

The third meta-analysis on the effectiveness of RJ was conducted by Bradshaw, Roseborough, and Umbreit (2006). The results of this meta-analysis add empirical support for the effectiveness of RJ in reducing juvenile recidivism rates. Since then Baffour (2006) and Rodriguez's (2007) studies also supports the use of RJ over the traditional justice system when it comes to recidivism rates. Bergseth and Bouffard (2007, 2012) supports these findings and also concludes that there may be some long-term effects of RJ over the traditional justice system; as well as RJ being more effective with serious crimes. RJ participants are less likely to commit serious crimes if they do re-offend and they go longer without re-offending. All of these studies found that RJ is equally effective regardless of race. Sherman & Strang's.

SECTION V Terms of Agreement NOTE: Details in the Terms of Agreement and Payment to Sponsoring Agency sections are added by NCALLIES when an application is approved for funding. This Agreement is entered into by and between Department of Public Safety, (hereinafter referred to as the DPS), and County, (hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and (hereinafter referred to as the Sponsoring Agency). DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows: **Term of Agreement** This Agreement shall become effective _____ and shall terminate _____. Payment to Sponsoring Agency All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed the amount \$ for the term of this agreement, unless amended by an approved Program Agreement Revision. **Availability of Funds:** All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to DPS. Responsibilities of the Parties DPS shall: 1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from funds appropriated by the General Assembly; 2. Reserve the right to suspend payment to the County for any non-compliance of reporting requirements by the Sponsoring Agency set forth in the DPS JCPC Policy;

- 3. Immediately notify, in writing, the JCPC, County, and Sponsoring Agency (including the Board of Directors, if applicable), if payments are suspended and again once payments resume;
- 4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;
- 5. Provide technical assistance, orientation, and training to the Sponsoring Agency, the County and the JCPC;
- 6. Monitor the Sponsoring Agency's funded program(s) in accordance with DPS JCPC Policy 3. Operations: Program

Oversight and Monitoring; and

7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due dates.

The Sponsoring Agency shall:

- 1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
- 2. Comply with all Federal and State laws relating to equal employment opportunity;
- 3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
- 4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information, it will safeguard and not redisclose the information, except as otherwise provided in this Agreement;
- 5. Comply with the DPS JCPC Policy and North Carolina Administrative Code procedures;
- 6. Secure local match, if applicable, pursuant to 14B NCAC 11B.0105, for the approved DPS funds;
- 7. Create and adopt individualized written agency guidelines specific to the funded program, while also adhering to DPS JCPC Policy for the specific funded program type;
- 8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds:
- 9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
- 10. Have the capacity to use the DPS electronic, internet-based system for tracking clients served; also maintain an ability to electronically sign required DPS documents;
- 11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, and maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
- 12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS § 105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
- 13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting, and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in the DPS JCPC Policy and with the due dates established by DPS;

- 14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
- 15. Submit any other information requested by DPS, the County, the JCPC, and/or the State Auditor;
- 16. Be responsible for the performance of all subcontractors as described in the Program Agreement or most recently approved Program Agreement Revision;
- 17. Indemnify, defend, and hold harmless DPS, the State of North Carolina, the County, the JCPC and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision:
- 18. Receive written permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising, and acknowledge DPS funding in partnership with the County;
- 19. Comply with *DPS JCPC Policy 6: Operations: Program Eligibility for Funding* regarding any trainings and requirements for the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) and any additional requirements in 14B NCAC 11C
- 20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees, interns, volunteers and subcontractors; and
- 21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement, or most recently approved Program Agreement Revision. Such personnel shall not be employees of or have any individual contractual relationship with DPS.

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in line item 190 the Program Agreement, or most recently approved Program Agreement Revision. When independent contractors are providing services the Sponsoring Agency must:

- 22. Upload a signed Contract for Professional Services (Form JCPC/PO 001 Contract for Professional Services Template) into NCALLIES once the Program Agreement or Program Agreement Revision is approved by DPS;
- 23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;
- 24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds and require compliance with all applicable laws and DPS JCPC Policy; and
- 25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement, or most recently approved Program Agreement Revision.

The JCPC shall:

- 1. Ensure the Sponsoring Agency uses JCPC funds only for the purposes approved by DPS in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision;
- 2. Comply with the DPS JCPC Policy, the North Carolina Administrative Code procedures (14B NCAC 11B), and N.C. G.S. §§ 143B-845 to 851;
- 3. Review and locally approve Program Agreements, Program Agreement Revision(s), and Third Quarter Accounting and submit information to the County in a timely manner to meet due dates established by DPS;
- 4. Submit any other information requested by the County or DPS; and
- 5. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with *DPS JCPC Policy 3.* Operations: Program Oversight and Monitoring.

Reference: 14B NCAC 11B.0202 and DPS JCPC Policy (policies 1, 3, 7, 8, 9, 10 and 11).

The County shall:

- 1. Ensure the Sponsoring Agency is appropriately licensed when applicable, and either a local public agency, a 501(c) 3 nonprofit corporation or local housing authority (applicable only to the JCPC funding process);
- 2. Use funds only for the purposes approved by DPS in the Program Agreement, or most recently approved Program Agreement Revision;
- 3. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108;
- 4. Comply with the DPS JCPC Policy and North Carolina Administrative Code procedures (14B NCAC 11B);
- 5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
- 6. Review and locally approve Third Quarter and Final Accounting forms for the JCPC and all funded programs according to the procedures and due dates established by DPS.

Reference: 14B NCAC 11B.0108; DPS JCPC Policy (policies 8 and 9).

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

<u>Choice of Law:</u> The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina, including the relevant provisions of G.S. Chapter 143B, Article 13, Part 3, Subpart F, and the Rules of 14B NCAC Chapter 11. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for

any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

<u>Assignment:</u> No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

- (a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or
- (b) Include any person or entity designated by the Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement, or the most recently approved Program Agreement Revision, obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

<u>Physical Property:</u> The Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement, or the most recently approved Program Agreement Revision, and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in the North Carolina Administrative Code and *DPS JCPC Policy 1. Operations: JCPC Operations*.

Reference: 14B NCAC 11B.0110.

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds disbursed by DPS to the County for the Sponsoring Agency must be refunded/

reverted back to DPS at the close of the fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements

Local Government or Public Authorities in accordance with N.C.G.S. § 159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority regarding compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement - Non-Governmental Entities

An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County, and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

Oversight

Access to Persons and Records

The State Auditor shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions.

Record Retention

Records shall not be destroyed, purged, or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five (5) years since records must be retained for a period of three (3) years following submission of the final Federal Financial Status Report, if applicable, or three (3) years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.

The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N. C.G.S. § 143C-6-23(c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's Board of Directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the Federal, State, or local level. This written statement, *No Overdue Tax Debts*, shall be completed by the Sponsoring Agency to certify when there are no

overdue taxes. If the agency has overdue taxes, the Sponsoring Agency must notify DPS at the time a Program Agreement is submitted.

Conflict of Interest Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.

Consistent with the N.C.G.S. § 143C-6-23(b), not for profit organizations shall file with DPS and the County, a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its Board of Directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its Board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS will disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (Form DPS 13 001) and upload the statement in NCALLIES along with and the Sponsoring Agency's policy addressing conflicts of interests.

Proof of 501(c)(3) Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.

Not for profit organizations must upload proof of the agency's 501(c)(3) status when submitting a program agreement in NCALLIES.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC, and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other parties. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement, or the most recently approved Program Agreement Revision, prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement,

or the most recently approved Program Agreement Revision, by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC, and the Sponsoring Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Entire Agreement: This Program Agreement (including any documents mutually incorporated specifically herein) represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements.

END OF SECTION V – Terms of Agreement

Fa	yetteville-Cumberland Juvenile Restitution Program	Fiscal Year	FY 22-23
Item #	Justification	Expense	In Kind Expense
120	Program Coordinator, CPG 156, 40 hours @22.628, 47,066/ 2080; Cost of living increase @3%, 1,412	\$48,478	
180	FICA 7.65% (\$3708.53), Retirement 12.10% (\$5,865.77) Worker's comp 2.70%(\$1,308.89), Dental, life ins., Health ins, \$8,722, longevity pay 6%(\$2,908.65), 401K,1%, \$484.78	\$22,998	
250	1 Program Vehicle-Fuel Cost (\$814 estimated cost) Vehicle is used to go out to worksites to do safety inspections, locate additional work sites and also to check on clients at worksites.	\$814	
260	Paper, toner, discs, etc	\$300	
310	Staff Development Conference/Training Expense	\$300	
320	Postage	\$100	
350	1 Program Vehicle- Maintenance/Repair Expenses (\$1,000 estimated cost) This vehicle is currently part of inventory and maintenance to be ensured on this vehicle.	\$1,000	
390	Monetary Restitution Bank for reimbursement for victims @ \$5.00 per hour x 1600/hours)	\$8,000	
450	Liability insurance coverage for 70clients	\$262	
450	Accident insurance @\$2.25 per client for 70 clients, \$85 Annual Membership	\$242	
	TOTAL	\$82,494	

Job Title	Annual Expense Wages	Annual In Kind Wages
Cost of Living Adjustment (COLA) is included as wages	\$1,412	
Program Coordinator - \$22.628/hr x 40/hrs=\$905.12/wk x 52 weeks=\$47066	\$47,066	
TOTAL	\$48,478	

SECTION VII

Program: Fayetteville-Cumberland Juvenile Restitution Program

Fiscal Year: FY 22-23

Number of Months: 12

	Cash	In Kind	Total
I. Personnel Services	\$71,476		\$71,476
120 Salaries & Wages	\$48,478		\$48,478
180 Fringe Benefits	\$22,998		\$22,998
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials	\$1,114		\$1,114
210 Household & Cleaning			\$0
220 Food & Provisions			\$0
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials	\$814		\$814
260 Office Supplies and Materials	\$300		\$300
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services	\$9,400		\$9,400
310 Travel & Transportation	\$300		\$300
320 Communications	\$100		\$100
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance	\$1,000		\$1,000
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$8,000		\$8,000
IV. Fixed Charges & Other Expenses	\$504		\$504
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding	\$504		\$504
490 Other Fixed Charges			\$0
V. Capital Outlay			\$0
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
Total	\$82,494		\$82,494

SECTIO	N VIII S	OURCES OF PROGRAM REVENUE (ALL	SOURCES)
	nd County Funding ID:		
Sponsoring Agency: Program	Fayetteville Police Depa	ertment Program: Fayetteville-Cumberland Juve	nile Restitution
\$50,592	DPS/JCPC Funds	* This is the amount of your request on your applicati	on
20%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%	?
\$15,951	County Cash	Cumberland County	(Specify Source)
\$15,951	Local Cash	PD City of Fayetteville	(Specify Source)
	Local Cash		(Specify Source)
	Local In-Kind		(Specify Source)
	Other		(Specify Source)
\$82,494	TOTAL	\$10,118	- \$31,902
		Required Local Match	Match Provided
accordance with the procedur applicable requirements of the We understand and acknowle Commissioners, and the final	es established by the local Juveni e North Carolina General Statute dge that the approval process is f authority with the Department of	ication to be presented to the Juvenile Crime Prevention Council of ile Crime Prevention Council. Agencies seeking funding must be s, Administrative Code, and the Division of Adult Correction and First with the Juvenile Crime Prevention Council, second with the f Public Safety, Division of Adult Correction and Juvenile Justice ent upon the appropriation of those funds by the General Assembly	able to meet the Juvenile Justice. County Board of
Chair, County Board o	f Commissioners or Cour	nty Finance Director	Date Date
			a (= /a -
Michael Petti			6/7/22

Date

Program Manager



City of Fayetteville

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

City Council Action Memo

File Number: 22-2814

Agenda Date: 8/8/2022 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: Douglas J. Hewett, ICMA-CM, City Manager

FROM: Michael Hill, Fire Chief

Kelly Olivera, Budget and Evaluation Director

DATE: August 8, 2022

RE:

Adoption of Special Revenue Fund Project Ordinance 2023-5 to Appropriate a \$60,000 Federal Homeland Security Grant for Search and Rescue Training

COUNCIL DISTRICT(S):

ΑII

Relationship To Strategic Plan:

Goal 1: Safe and Secure Community

Executive Summary:

Council is asked to adopt Special Revenue Fund Project Ordinance (SRO) 2023-5 to appropriate a \$60,000 grant from the U.S. Department of Homeland Security, passed through the North Carolina Department of Public Safety, Division of Emergency Management, for search and rescue training for the Fayetteville Fire Department.

Background:

North Carolina's Urban Search and Rescue Regional Response system provides a quick disaster response for locating and rescuing victims. North Carolina maintains seven regional Urban Search and Rescue Taskforces in the state, of which City of Fayetteville personnel staff Task Force 9. The teams maintain set skills, training, equipment, and capable personnel to respond to a wide array of disasters. Based on the location and type of incident, the State Emergency Operations Center identifies the nearest and most appropriate resource to deploy.

File Number: 22-2814

The City has been awarded \$60,000 of federal grant funds as a sub-grantee of the North Carolina Department of Public Safety, Division of Emergency Management for water rescue and urban search and rescue training. This additional training will increase Task Force 9's effectiveness as a type II USAR team within North Carolina.

Issues/Analysis:

None

Budget Impact:

There is no local match required for this grant.

Options:

- 1) Adopt Special Revenue Fund Project Ordinance 2023-5 to appropriate the grant funding.
- 2) Do not adopt Special Revenue Fund Project Ordinance 2023-5 and provide further direction to staff.

Recommended Action:

Staff recommends that Council move to adopt Special Revenue Fund Project Ordinance 2023-5 as presented.

Attachments:

Special Revenue Fund Project Ordinance 2023-5 FY2021 Homeland Security Grant EMW-2021-SS-0039 CITY OF FAYETTEVILLE August 8, 2022

SPECIAL REVENUE FUND PROJECT ORDINANCE ORD 2023-5

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

- Section 1. The project authorized is for the funding of training opportunities in water rescue and urban search and rescue as awarded by the Homeland Security Grant Program, passed through NC Department of Public Safety, Division of Emergency Management.
- Section 2. The project director is hereby directed to proceed with the project within the terms of the various contract agreements executed with the Federal and State governments and within the funds appropriated herein.
- Section 3. The following revenues are anticipated to be available to the City to complete the project:

U.S. Department of Homeland Security Grant (Passed through NC Department of Public Safety, Division of Emergency Management)

\$ 60,000

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

Project Expenditures

\$ 60,000

- 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 8th day of August, 2022.

	Subject:	USAR FY21 N	ЛОА								
Originator:		Chris Bailey Required B						sy:			
	Phone:	919-825-2585	_	File Name:							
	Office:	File Location:									
Information: Di			Draft De	raft Document:			Final Document: X				
			C)epartn	nent of	Pub	lic Safety				
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		Secretary							Controller		
		Chief Deputy Se						L	egislative Affairs Personnel		
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	Review	Chief of S			5/13/	2022	16:32:0	9 EDT			
	Review	Assistant Directo	or/Ops Chief	DC. 1B	5/13/	2022	14:00:4	48 EDT			
	Review	Deputy Ops	S Chief	636	5/12/	2022	19:39:0	7 EDT			
	Review	Compliance	Officer	DD	5/12/	2022	16:39:1	13 EDT			
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		Signature: X	Se	cretary	⁄'s Sigı	natur	re:	Go	overnor's Signature	:	
ur	mmary/Rema	arks:									



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor Eddie M. Buffaloe Jr., Secretary William C. Ray, Director

Homeland Security Grant Program

(HSGP)

Fiscal Year 2021

AL # 97.067

Grant #: EMW-2021-SS-0039

Memorandum of Agreement (MOA)

between

Recipient:

State of North Carolina Department of Public Safety Division of Emergency Management

MOA #: 2140045 **Period of Performance:** 1 October 2021 - 2/28/2024

NCAS Cost Ceter: 1506-8179-6H11

Sub-recipient:

City of Fayetteville

Tax ID/EIN #: 56-6001226 **DUNS #:** 040031700

MOA Amount: \$60000

Unique Entity ID: MGRJM6AME6T6

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP). More information about HSGP is available at: https://www.fema.gov/grants/preparedness/homeland-security. The purpose of this MOA is to set forth terms by which the Recipient, State of North Carolina, Department of Public Safety, North Carolina Emergency Management (NCEM), shall provide HSGP funding that was previously turned back to Recipient from a different subrecipient and is now being provided to the Sub-Subrecipient identified in this MOA. This is to fund projects related to Homeland Security Training and Exercises related to the Urban Search and Rescue program (USAR). Planning, Operations and Equipment purchases are not authorized under this MOA. For a more detailed description see approved Scope of Work Attachment 1.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603 - § 609), (2) Department of Homeland Security Appropriations Act, 2021 (Pub. L. No. 116-260), (3) FY 2021 HSGP Notice of Funding Opportunity (NOFO): https://www.fema.gov/mediacollection/homeland-security-grant-notices-funding-opportunity, (4) applicable FEMA Grant Programs Directorate Information Bulletins (see https://www.fema.gov/grants/preparedness/about/informational-bulletins), and (5) NC Emergency Management Act, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

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

3. Compensation

Recipient agrees that it will pay Sub-Subrecipient compensation for eligible services to be rendered by Sub-Subrecipient. Payment to Sub-Subrecipient for expenditures under this MOA will be reimbursed after Sub-Subrecipient's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed

HSGP MOA 2021 1 of 14 (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided.

Sub-Subrecipient must meet all reimbursement requirements contained herein. Non-compliance may result in denial of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

4. Funding Eligibility Criteria

Federal funds administered through Recipient (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

A. Sub-Subrecipient must:

- i. Be established as a state, local, or nonprofit agency by appropriate resolution/ordinance.
- ii. Prior to April 4, 2022, Sub-Subrecipient must have a DUNS number prior to any funds being released. DUNS following from either numbers mav be obtained of the websites: www.dnb.com http://fedgov.dnb.com/webform. After April 4, 2022, Sub-Subrecipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one, Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government and a DUNS number is no longer required.
- iii. Sub-subrecipient shall ensure their organization is registered with the System for Award Management (<u>SAM</u>). Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at http://www.sam.gov.
- iv. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- v. Complete any procurement(s) and expenditures no later than 2/28/2024.
- vi. Submit quarterly progress reports to NCEM Emergency Services Branch (chris.bailey@ncdps.gov) using the grant Quarterly Report form (Attachment 2) for any quarters in which Sub-Subrecpient expends funds under this MOA. These reports are to be submitted on a quarterly calendar year basis on or before the following dates: January 15th, April 15th, July 15th and October 15th. These reports can be submitted along with the associated request for reimbursement (RFR) if the RFR is submitted by the last day of the respective quarter in which the funds are expended. Quarterly reports are not required for quarters in which no funds are expended under this MOA.
- vii. Submit requests for reimbursement with all required documentation attached.
- B. File Retention (see Attachment 4 "Required Sub-Subrecipient File Documentation"):
 - Sub-Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each HSGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:
 - i. Resolution/ordinance establishing Sub-Subrecipient as a state or local government, or nonprofit organization.
 - ii. Award letter, MOA, and supporting appendices.
 - iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
 - iv. Audit findings and corrective action plans.
 - v. Equipment inventory records with photo documentation of labeling using labels provided by NCEM.

5. Conditions

The Recipient and Sub-Subrecipient certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Recipient is duly authorized to commit the Sub-Subrecipient to these requirements; that costs incurred

HSGP MOA 2021 2 of 14

prior to grant application approval will result in the expenses being absorbed by the Sub-Subrecipient; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

6. Supplantation

Sub-Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. Sub-Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

7. Compliance

Sub-Subrecipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2021 HSGP NOFO referenced in paragraph 2 above. Sub-Subrecipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Sub-Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring.

8. Responsibilities

Recipient:

- A. Recipient shall provide funding to Sub-Subrecipient to perform the activities as described herein.
- B. Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The federal award date is October 1, 2021. Funds allocated must be encumbered and invoices received by NCEM by 2/28/2024.
- D. Recipient shall directly monitor the completion of this project.

Sub-Subrecipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Sub-Subrecipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by NCEM of the grant budget and program narrative.
- B. The Sub-Subrecipient shall expend FY 2021 HSGP Grant Program funds in accordance with the FY2021 HSGP NOFO, the grant application, and Subaward Notification.
- C. <u>Closeout Requirements</u>. Sub-Subrecipient must comply with all applicable closeout requirements specified in 2 CFR 200.344 no later than 90 calendar days after the end date of the period of performance, including submission of any financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and <u>DHS Standard Terms and Conditions</u> (Attachment 3), incorporated by reference herein, for the performance of the activities.
- D. Procurement. The Sub-Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 200.327. Sub-Subrecipient must follow procurement procedures and policies as outlined in the applicable FY2021 HSGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2021 FEMA Preparedness Grants Manual. Sub-Subrecipient shall comply with all applicable laws, regulations and program guidance. Sub-Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement

Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- E. Submit invoice(s) requesting reimbursement for services and items received to NCEM Emergency Services Branch (chris.bailey@ncdps.gov). Recipient will reimburse Sub-Subrecipient for eligible costs as outlined in the applicable DHS program guidelines and FY2021 HSGP NOFO. Sub-Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Sub-Subrecipient must submit request for reimbursement within 60 days of payment of invoice. Requests for reimburstment submitted more than 60 days after Sub-Subrecipient payment of invoice may be denied.
- F. Complete the procurement(s) process not later than 2/28/2024.
- G. Submit quarterly progress reports to NCEM Emergency Services Branch (chris.bailey@ncdps.gov) using the grant Quarterly Report form (Attachment 2) for any quarters in which Sub-Subrecipient expends funds under this MOA. These reports are to be submitted on a quarterly calendar year basis on or before the following dates: January 15th, April 15th, July 15th and October 15th. These reports can be submitted along with the associated request for reimbursement (RFR) if the RFR is submitted by the last day of the respective quarter in which the funds are expended. Quarterly reports are not required for quarters in which no funds are expended under this MOA.
- H. Maintain a grant management filing system as required in this MOA (Attachment 4).
- I. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the FY 2021 HSGP NOFO and Subaward Notification, and DHS Standard Terms and Conditions (Attachment 3).
- J. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-Subrecipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), https://sam.gov/content/exclusions and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.
- K. Ensure that HSGP funds are not used to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- L. Non-Supplanting Requirement. See paragraph 6 (Supplantation).
- M. All materials publicizing or resulting from award activities shall contain this acknowledgement: "This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management." Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words "Funded by US Department of Homeland Security".
- N. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).
- O. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA, shall be the sole responsibility of Sub-Subrecipient and shall not be reimbursed under this MOA.
- P. <u>Conflicts of Interest</u>. Per 2 CFR 200.112 and the 2021 FEMA Preparedness Grants Manual, all sub-subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a sub-subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.
 - Per 2 CFR 200.318 and the 2021 FEMA Preparedness Grants Manual, all sub-subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and

governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the sub-subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, sub-subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-Subrecipient. All sub-subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, sub-subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- Q. Environmental Planning and Historic Preservation (EHP) Compliance. Sub-Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details see: https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance.
- R. Sub-Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

9. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2021 HSGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at https://www.dhs.gov/dhs-grants and https://www.fema.gov/grants/guidance-tools. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. Taxes

Sub-Subrecipient shall be considered to be an independent sub-subrecipient and as such shall be responsible for <u>ALL</u> taxes. There shall be no reimbursement for taxes incurred by the sub-subrecipient under this grant.

11. Warranty

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

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

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every **nongovernmental** entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental sub-subrecipients (including non-profit organizations) to meet these requirements:

 $\frac{https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance \ .$

13. Audit Requirements

For all federal grant programs, Sub-Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 09 NCAC 03M .0205, a sub-subrecipient that receives a combined \$500,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the sub-subrecipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): https://www.gao.gov/yellowbook.

Per 2 CFR 200.501, a sub-subrecipient that receives a combined \$750,000 or more in funding from all **federal** funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of Sub-Subrecipient's fiscal year end. Sub-Subrecipient must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse https://harvester.census.gov/facweb/.
- B. Submit to DPS Internal Audit (<u>AuditGrantsReport@ncdps.gov</u>) a single audit prepared and completed in accordance with GAGAS. This can, at the option of Sub-Subrecipient, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.
- C. Make copies of the single audit available to the public.

14. Sub-Subrecipient Monitoring

See Attachment 5 for sub-subrecipient monitoring.

15. Points of Contact

To provide consistent and effective communication between Sub-Subrecipient and NCEM, each party shall appoint a Principal Representative(s) to serve as its central point of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contact shall be Chris Bailey (chris.bailey@ncdps.gov). The Sub-Subrecipient point of contact shall be the person designated by the Sub-Subrecipient. The Sub-Subrecipient must immediately notify NCEM if the there is any change in the Sub-Subrecipient POC for this MOA.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

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

16. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This MOA may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Contracting/Subcontracting

If Sub-Subrecipient contracts/subcontracts any or all purchases or services under this MOA, then Sub-Subrecipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Sub-Subrecipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Sub-Subrecipient contracts/subcontracts any or

all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to NCEM. A contractual arrangement shall in no way relieve Sub-Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-Subrecipient is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2021 HSGP NOFO referenced herein.

18. Situs

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

19. Antitrust Laws

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

20. Other Provisions/Severability

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

21. Entire Agreement

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

22. Modification

This MOA may be amended only by written amendments duly executed by the Recipient and the Sub-Subrecipient.

23. Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 - Public Law 115-232, section 889 - 2 CFR 200.16

Effective August 13, 2020, FEMA recipients and sub-subrecipients may not use any FEMA funds under open or new awards to:

- A. Procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system.
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system.
- C. Enter into, extend, or renew contracts with entities that use *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology as part of any system.

Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and sub-subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

FEMA Policy #405-143-1

Refer to FEMA Policy #405-143-1 for specific guidance:

https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

24. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.60, any company identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S, 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the state. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the state certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

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

The State Treasurer's Final Iran Divestment List can be found on the State Treasurer's website at the address: https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The State Treasurer's Final Companies Boycotting Israel List can be found on the State Treasurer's website at the address: https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules.

25. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2024. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2021 HSGP NOFO, incorporated by reference herein, the Sub-Subrecipient shall reimburse NCEM for said property and/or expenses.

26. Scope of Work

Sub-Subrecipient shall implement the HSGP project summarized in the approved scope of work. The scope of work is hereby incorporated by reference in this MOA.

- A. Scope of Work related documentation to be provided throught the Period of Performance:
 - i. Completed appropriate report forms with invoices and proof(s) of payment.
 - ii. Audit findings and corrective action plans.
- B. Documentation to be provided throughout the Period of Performance:
 - i. Quarterly project progress reports as required.
 - ii. Sub-Subrecipient involved legal action that pertains to any Training and Exercises purchased with funds provided under this MOA.
 - iii. After-action report from exercise in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).
 - iv. Training course roster and course description. The training course should run through TERMS.
 - v. Any other documentation that would be pertinent.
 - vi. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:
 - Name and address of the vendor or establishment providing the product or service.
 - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
 - Date the product or service was provided.
 - Itemized description of all products or services.
 - Unit price of products or services (if applicable).
 - Total amount charged.

vii. Proof of payment of expenses associated with the project.

27. Lobbying Prohibition

The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

During the performance of this contract, the subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "subrecipient") agrees as follows:

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions:_The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR 200.300 , Nondiscrimination in FederallyAssisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this MOA. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR 200.300 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this MOA in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-Subrecipient executed in expending these grant funds:

A. The [Sub-Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby

covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.

- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Sub-Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR 200.300, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- B. That in the event of breach of any of the above nondiscrimination covenants, Sub-Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Sub-Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Subrecipient and its assigns.
 - * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

31. Assurance of Compliance with Privacy Act

The Sub-Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Sub-Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

D. To include the text of subparagraphs A. – C. of this paragraph in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA or which may involve the design, development, or operation of a system of records on behalf of the DHS.

32. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988. The regulations, published in the January 31, 1989 Federal Register, require certification by subrecipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR 200.415). Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The Subrecipient's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement.
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

33. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to NCEM and will become binding upon execution of all parties to this MOA. The terms of this MOA will become effective October 1, 2021. The last signature shall be that of Eddie M. Buffaloe Jr, Secretary for the North Carolina Department of Public Safety.

34. Term of this Agreement

This MOA shall be in effect from October 1, 2021 to 2/28/2024.

35. Statement of Assurances

Sub-Subrecipient must complete either Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, or both, as applicable.

A. Sub-Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, sub-subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.

B. Sub-Subrecipient must complete the appropriate form(s) and submit to NCEM Emergency Services Branch (chris.bailey@ncdps.gov) upon execution of this MOA. Sub-Subrecipient must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to Sub-Subrecipient's specific program to ensure that all possible situations are covered.

36. Attachments

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

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of this MOA shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - Attachment 1 Scope of Work
 - Attachment 2 Quarterly Report Form
 - Attachment 3 <u>DHS Standard Terms and Conditions</u>
 - Attachment 4 Required Sub-Subrecipient File Documentation
 - Attachment 5 Sub-Subrecipient Monitoring

37. Required Documents/Forms

RECIPIENT must submit the following <u>documents</u> to GRANTOR (<u>ncemgrants1@ncdps.gov</u>) upon execution of this MOA:

- W-9 (09 NCAC 03M .0202)
- Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)
- Conflict of Interest Policy (G.S. 143C-6-23.(b))
- Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective as of October 1, 2021.

N.C. DEPARTMENT OF PUBLIC SAFETY DIVISION OF EMERGENCY MANAGEMENT 1636 GOLD STAR DR RALEIGH, NC 27607

BY: William C. Ray

WILLIAM C. RAY, DIRECTOR & DEPUTY HOMELAND SECURITY ADVISOR NC EMERGENCY MANAGEMENT

APPROVED AS TO FORM:

BY: WILLIAM POLK, DEPUTY GENERAL COUNSEL REVIEWED FOR THE DEPARTMENT OF PUBLIC SAFETY, BY WILLIAM POLK, DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE PURPOSES OF THE US DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS

CITY OF FAYETTEVILLE 433 HAY STREET FAYETTEVILLE, NC 28301

BY: More of New Los of

BY: _____

BY: _____

Attachment 1

North Carolina Emergency Management

Homeland Security Grant Program (HSGP) Application

Fiscal Year 2021

All fields are mandatory. Responses should be limited to the spaces allocated. If additional space is needed append the added text to this application. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant										
This is the agency applying for grants.										
Applying agency	NCEM on behalf of Jackson Cou	NCEM on behalf of Jackson County								
Street address	1636 Gold Star Drive	1636 Gold Star Drive								
City	Raleigh	Raleigh ZIP + 4 27607-3371								
Email	Chris.bailey@ncdps.gov									
EIN/Tax ID number	600856259	600856259								
DUNS number	078351786									
SAM registered	Yes Expiration date 3/11/2021									
Is the agency applying as a nonprofit with 501(c)(3) status? No										
Your name	Brian Barnes									
Are you authorized to apply for grants on behalf of the applying agency? Yes										

Field help

Point of contact

Grants point of contact									
This is the focal point for any ongoing communications regarding the grants.									
Name	Chris Bailey	Chris Bailey							
Agency	NC Emergency Manageme	nt							
Title	SAR Coordinator	SAR Coordinator							
Phone (work)	919-825-2585	Phone (mobile)	Click or tap here to enter text.						
Street address	1636 Gold Star Drive								
City	Raleigh	Raleigh ZIP + 4 27607-3371							
Email	Chris.bailey@ncdps.gov								

Field help

MOA signatory

Host local government (if project funds are being returned to the State)

Projects

Complete information for up to three projects.

Project # 1

Enter requested information in the sections listed below.

Project information Budget

Planning/Training/Ex										
For each cost item se	lect an activity area and	d then a descr	iption and th	e amount.						
Activity area	Description									
Training	USAR Speciality Training									
Choose an item.	Click or tap here t	Enter cost.								
Choose an item.	Click or tap here to enter text.									
Choose an item.	Click or tap here to enter text.									
Choose an item.	Click or tap here t	Click or tap here to enter text.								
Choose an item.	Click or tap here t	Click or tap here to enter text.								
Choose an item.	Click or tap here t	o enter text.					Enter cost.			
Choose an item.	Click or tap here t	o enter text.					Enter cost.			
Choose an item.	Click or tap here t	o enter text.					Enter cost.			
Choose an item.	Click or tap here t	o enter text.					Enter cost.			
Equipment costs										
Enter equipment item	ns and their costs into t	he table and t	hen enter the	total of the c	costs in the field be	low.				
Description		AEL#	Quantity	Item cost	Extended cost	Shipping/	Total cost			
						handling				
Funding cummer:										
For each activity area	a enter the amount fund	ded and any f	ınds allocato	d for Law Enf	orcament Torrorica	Dravention /	(LETD)			
Activity area	i enter the amount junt									
•		Funding amount Funds dedicated to								
Equipment		\$0.00 Enter amount.								
Training		\$60,000.00 Enter amount.								
Exercise Total funding		\$0.00 Enter amount.								
Total funding	g \$0.00 Enter total.									

Field help

Additional information (if needed)

Add any information not accommodated by the application form here.

Project information

Enter additional project information in the space below.

Project # 2 Project # 3

Certification

Certification

Review each certification item and check where appropriate.

I certify that:

- ☐ This application includes complete and accurate information.
- No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
- ☑ In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant.
- Submission of the project proposal does not guarantee funding.
- Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list).
- Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager and an updated application must be submitted.
- ☐ If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application.

Attachment 2

Subrecipient:

Quarterly Progress Report

FY 2021 HSGP

MOA #:										
Grant award	l amount:									
Select a que	arter and complete th	e funds-expended blanks, activities stati	us, and submission information. Return the completed form to your							
grants man	ager.									
Quarter										
	☐ January – March	(due April 15)								
	☐ April – June (due	July 15)								
	☐ July – September (due October 15)									
Funds expe	nded prior quarters									
Funds expe	nded this quarter									
Activities										
Equipment	Activities Metric Dates, current status. For examples, list identified needs, items in vendor negotiation, purchased, placed in service, etc.									
Planning		ratus. For examples, list identified or revisions made to plans, or those to								
Training		training. For example, list identified planned, in progress, or conducted. In roster.								
Exercise		exercise. For example, list identified s) planned, in progress, or conducted. on report.								
Submitted	by									
Date										

Forward the completed report to ncemgrants1@ncdps.gov.

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Attachment 3

Attachment 3 - EXAMPLE

Grant-Funded Typed Resource Report

Tool Instructions:

- 1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
- 2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
- 3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
- 4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
- 5. Enter the cost of the equipment or training.
- 6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

,											
SUBGRANTEE:		GRANT#:		PROJECT:							
Carolina Count	У	2013-SS-00033-S01-1	Зхх	Generators & Gener	rator Switches						
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	Ţ	N/A	WMD Liquid Splash- Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fullfiling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	Ш	N/A	N/A	513	3	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

Attachment 3

Grant-Funded Typed Resource Report

Tool Instructions:

- 1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
- 2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
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- 5. Enter the cost of the equipment or training.
- 6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

SUBGRANTEE:		GRANT#:		PROJECT:							
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments

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Attachment 4

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
- Recipients must give DHS access to, and the right to examine and copy, records, accounts, and
 other documents and sources of information related to the federal financial assistance award and
 permit access to facilities, personnel, and other individuals and information as may be necessary, as
 required by DHS regulations and other applicable laws or program guidance.
- 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in programguidance.
- 5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

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- Recipients must give DHS access to, and the right to examine and copy, records, accounts, and
 other documents and sources of information related to the federal financial assistance award and
 permit access to facilities, personnel, and other individuals and information as may be necessary, as
 required by DHS regulations and other applicable laws or program guidance.
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The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub.L No. 94-135 (1975) (codified as amended at <u>Title 42, U.S. Code, § 6101 et seq.</u>), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, <u>Pub. L. 90-284</u>, <u>as amended through Pub. L. 113-4</u>, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see <u>42 U.S.C.</u> § 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at <u>24 C.F.R. Part 100</u>. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in

buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of <u>17 U.S.C. §§ 401 or 402</u> and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) <u>12549</u> and <u>12689</u>, which are at <u>2 C.F.R. Part 180</u> as adopted by DHS at <u>2 C.F.R. Part 3000</u>. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. <u>Drug-Free Workplace Regulations</u>

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of <u>2 C.F.R. Part 3001</u>, which adopts the Government-wide implementation (<u>2 C.F.R. Part 182</u>) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (<u>41 U.S.C. §§ 8101-8106</u>).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in <u>2 C.F.R. Part 200</u>, <u>Subpart E</u> may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at <u>42 U.S.C.</u> § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, <u>31 U.S.C. §§3729-3733</u>, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See <u>31 U.S.C. §§ 3801-3812</u>, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit

overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in <u>E.O. 13513</u>, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, <u>15 U.S.C. § 2225a</u>, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at <u>15 U.S.C. § 2225</u>.)

XIX. Limited English Proficiency (Civil Rights Act of 1964, TitleVI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.lep.gov.

XX. Lobbying Prohibitions

Recipients must comply with <u>31 U.S.C. § 1352</u>, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the <u>National Environmental Policy Act of 1969</u>, (NEPA) <u>Pub. L. 91-190 (1970)</u> (codified as amended at <u>42 U.S.C. § 4321 et seq.</u> and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in <u>6 C.F.R. Part 19</u>

and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, <u>35 U.S.C.</u> § <u>200 et seq</u>, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at <u>37 C.F.R. Part 401</u> and the standard patent rights clause located at <u>37 C.F.R.</u> § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under Pub. L.110-417, § 872, as amended 41 U.S.C. § 2313. As required by Pub. L. 111-212, § 3010, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period;and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition:
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

a. Administrative proceeding: means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- b. *Conviction:* means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first tier subawards.

- a. Applicability. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).
- b. Where and when to report.
 - Recipients must report each obligating action described in paragraph 1 of this award term to the <u>Federal Funding Accountability and Transparency Act Subaward Reporting</u> <u>System</u> (FSRS).
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.
- c. What to report. The recipient must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov.

2. Reporting Total Compensation of Recipient Executives.

- a. Applicability and what to report. Recipients must report total compensation for each
 of the five most highly compensated executives for the preceding completed fiscal
 year, if—
 - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320;
 - 2) In the preceding fiscal year, recipients received—
 - a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at <u>2 C.F.R.</u> § <u>170.320</u> (and subawards); and

- b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
- c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm. to determine if the public has access to the compensation information.)
- 3) Where and when to report. Recipients must report executive total compensation described in paragraph 2.a. of this award term:
 - a) As part of the recipient's registration profile at https://www.sam.gov.
 - b) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. Applicability and what to report. Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - 1) In the subrecipient's preceding fiscal year, the subrecipient received
 - a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the TransparencyAct, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm. to determine if the public has access to the compensation information.)
- b. Where and when to report. Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient

5. Definitions

For purposes of this award term:

- a. Federal Agency means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- b. Non-Federal Entity: means all the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a state, local government, or Indiantribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization;
- c. *Executive:* means officers, managing partners, or any other employees in management positions.
- d. Subaward: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- e. Subrecipient: means a non-federal entity or federal agency that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- f. Total compensation: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see 17 C.F.R. § 229.402(c)(2)):
 - 1) Salary and bonus.
 - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. <u>Terrorist Financing</u>

Recipients must comply with <u>E.O. 13224</u> and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. <u>Trafficking Victims Protection Act of 2000 (TVPA)</u>

Trafficking in Persons.

- 1. Provisions applicable to a recipient that is a private entity.
 - Recipients, the employees, subrecipients under this award, and subrecipients'employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
 - b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term;
 or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS's right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions.

For the purposes of this award term:

- a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. *Forced labor:* means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:

- 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
- 2) A for-profit organization.
- d. Severe forms of trafficking in persons, commercial sex act, and coercion are defined in TVPA, Section 103, as amended (22 U.S.C. § 7102).

XXXIII. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier
Recipients are required to comply with the requirements set forth in the government-wide
financial assistance award term regarding the System for Award Management and Universal
Identifier Requirements located at <u>2 C.F.R. Part 25, Appendix A</u>, the full text of which is
incorporated here by reference.

2. Definitions

For purposes of this term:

- 1. System for Award Management (SAM): means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on SAM.gov.
- 2. *Unique Entity Identifier:* means the identifier assigned by SAM to uniquely identify business entities.
- 3. *Entity:* includes non-Federal entities as defined at 2 C.F.R. § 200.1 and includes the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A federal agency.
- 4. Subaward: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - a. The term does not include the recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2C.F.R. § 200.330).
 - b. A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- 5. Subrecipient means an entity that:
 - a. Receives a subaward from the recipient under this award; and
 - b. Is accountable to the recipient for the use of the federal funds provided by the subaward.

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the <u>Uniting and Strengthening</u> <u>America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act)</u>, which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

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Attachment 5

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents: ☐ Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices ☐ Completed appropriate cost report forms with invoices and proof(s) of payment ☐ Audit Findings and Corrective Action Plans ☐ Equipment Inventory records with photo documentation of labeling Non-Federal entities are required to maintain and retain the following: ☐ Backup documentation, such as bids and quotes. ☐ Cost/price analyses on file for review by Federal personnel, if applicable. □ Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient. FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases: ☐ Specifications □ Solicitations ☐ Competitive quotes or proposals ☐ Basis for selection decisions ☐ Purchase orders ☐ Contracts ☐ Invoices ☐ Cancelled checks Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification. Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

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Attachment 6

Roy Cooper, Governor Erik A. Hooks, Secretary Michael A. Sprayberry, Executive Director

MEMORANDUM

TO: Erik Miller – Grants Branch Manager

FROM: Greg Hauser – Communications Branch Manager

SUBJECT: Communications equipment grant requirements

DATE: April 12, 2021

In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the Communications Branch requires that purchases made with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) federal financial assistance to include the Emergency Management Performance Grant (EMPG), Emergency Management Performance Supplemental Grant (EMPG-S), and the Homeland Security Grant (HSGP) meet the below standards. Included are the equipment identifiers as listed on the FEMA Authorized Equipment List (AEL) that are allowable.

Radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Radio purchases can be classified into three parts; portable (handheld), mobile (vehicular/desktop) or console/consolette (software/infrastructure). These radios must have the following capabilities, i.e. the feature must be purchased and present in the radio:

- Capable of operating on a P25 radio system/network
- Capable of operating in a P25 Phase II (TDMA) environment
- Capable of passing and receiving AES/256-bit encryption
- Capable of utilizing more than one encryption key

Further information is available at:

https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment

If a radio purchase is requested for other, non-P25 networks the following are **NOT** eligible:

- Wouxun handheld or mobile radios (multiband)
- Baofeng handheld or mobile radios (multiband)

Any other wireless device outlined in the FEMA "Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim)" dated August 3, 2020 (attached) and effective August 13, 2020. https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

Public Alerting Software Platforms (04AP-09-ALRT)

Public alerting software platforms are a means of alerting citizens of emergencies. There are two distinct functions that a software platform provides. There is a citizen sign up option for notifications and a wireless emergency alerting (WEA) function. The WEA function alerts smartphones and devices based on geographic location through the Integrated Public Alert and Warning System (IPAWS). Please make

MAILING ADDRESS: 4236 Mail Service Center Raleigh, NC 27699-4236

www.ncdps.gov/ncem



OFFICE LOCATION:

1636 Gold Star Drive Raleigh, NC 27607 Telephone: (919) 825-2500 sure the purchasing agency is a North Carolina/FEMA approved public alerting authority (PAA). If purchasing software, it must be identified on the attached "List of Alert Software Providers (AOSP) That Have Successfully Demonstrated Their IPAWS Capabilities."

Voice Gateway Devices (06CP-02-BRDG)

Gateway devices are used to bridge disparate voice sources together to create a single line of communications. This can include radio, voice over IP, smart device application, etc. These devices are **NOT** allowed to be permanently mounted at Public Safety Answering Points (PSAP), tower sites or network rooms to permanently patch disparate radio systems. If a permanent patch is required, written permissions **must** be obtained from all system administrators. Once this is completed, the requestor must obtain approval from the grant's manager through an email. This email should include the Communications Branch Manager and their NCEM Area Coordinator.

If you have any questions, please do not hesitate to contact me at 919-618-0536 or greg.hauser@ncdps.gov.

Attachment 7

Subrecipient Monitoring

Subrecipient is subject to monitoring by Recipient in accordance with the provisions of 2 CFR 200.332.

- A. Recipient may assess Subrecipient's risk of noncompliance with applicable laws, rules, regulations, policies and guidelines, and with the terms and conditions of this award, per 2 CFR 200.332(b).
 - 1. This includes the application and award process when Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.
 - 2. Subrecipient's prior experience with other grant awards by/through Recipient may also be included in the risk assessment.
 - 3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).
 - 4. Subrecipient's activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, polices and guidelines, per 2 CFR 200.332(d).
- B. Monitoring will include Recipient reviewing all financial, performance and/or or cost reports including all requests for reimbursement (and associated invoices and proof of payment) submitted by Subrecipient as required in this MOA.
 - 1. Recipient will also review all other documentation required to be submitted by Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Subrecipient with funds from this award, and all project closeout documents.
 - 2. All documentation required to be retained by Subrecipient in this MOA, including all required Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).
 - 3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements** are also subject to review and monitoring by Recipient.
- C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see Compliance).
 - 1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements**.
 - 2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.
- D. Any findings or corrective actions identified in Subrecipient audits specifically related to this award may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

- 1. Such audit findings and corrective actions must be appropriately resolved by Subrecipient and are subject to monitoring, follow-up and verification by Recipient.
- 2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Subrecipient.
- E. Depending on the risk, Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**.



City of Fayetteville

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

City Council Action Memo

File Number: 22-2875

Agenda Date: 8/8/2022 Version: 1 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: Alvester T. (Toney) Coleman, PhD, A.A.E., Airport Director

Kelly Olivera, Budget & Evaluation Director

DATE: August 8, 2022

RE:

Adoption of Budget Ordinance Amendment 2023-2 to Amend the Fiscal Year 2022 -2023 Fee Schedule for Long and Short Term Daily Parking Rates at the Fayetteville Regional Airport

COUNCIL DISTRICT(S):

ΑII

Relationship To Strategic Plan:

Goal 4: Fayetteville will be a highly desirable place to live, work, and recreate with thriving neighborhoods and a high quality of life for all residents.

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

Goal 5: Financially Sound City Providing Exemplary City Services

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

Executive Summary:

Council is asked to adopt Budget Ordinance Amendment 2023-2 to revise the Fiscal Year 2022-2023 Fee Schedule previously adopted on June 13, 2022. The requested changes are to the long term and short term daily parking rates at the Fayetteville Regional Airport. The current rates for long term and short term daily parking are \$9/day and \$12/day, respectively. The proposed changes would be \$10/day for long term and

File Number: 22-2875

\$13/day for short term parking.

Background:

The Fayetteville Airport Commission, at its June 28, 2022 meeting, accepted a proposal by Airport staff to increase long and short term daily parking rates at the Airport. The proposed changes to long term and short term daily parking rates are form \$9/day and \$12/day to \$10/day and \$13/day, respectively.

The proposed changes would take effect on September 1, 2022, and the increased revenue of approximately \$180,000 per year would offset increased personnel costs for contracted parking staff.

The last change to the daily long and short term parking rates occurred in 2015, when rates were adjusted from \$8/day and \$10/day to \$9/day and \$12/day, respectively.

Issues/Analysis:

The proposed rates are comparable with airports of similar and larger size.

Budget Impact:

There is no impact to the General Fund.

Options:

- 1) Adopt Budget Ordinance Amendment 2023-2 to revise the long and short term parking rates at the Fayetteville Regional Airport.
- 2) Do not adopt Budget Ordinance Amendment 2023-2 and provide additional direction to staff.

Recommended Action:

Staff recommends that Council move to adopt Budget Ordinance Amendment 2023-2 as presented.

Attachments:

Budget Ordinance Amendment 2023-2

2022-2023 BUDGET ORDINANCE AMENDMENT CHANGE 2023-2

BE IT ORDAINED BY THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA:

That the City of Fayetteville Budget Ordinance adopted June 13, 2022 is hereby amended as follows:

<u>Section 10.</u> The fee schedule to be effective July 1, 2022 is hereby amended as follows:

	Listed As	Revision
Airport		
Terminal Leases and Fees		
Short Term Parking (maximum 24 hours)	\$12.00	\$13.00
Long Term Parking (maximum 24 hours)	\$9.00	\$10.00

Adopted effective the 1st day of September, 2022.



City of Fayetteville

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

City Council Action Memo

File Number: 22-2830

Agenda Date: 8/8/2022 Version: 2 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.010

TO: Mayor and Members of City Council

THRU: Telly C. Whitfield, PhD., Assistant City Manager

FROM: Alvester T. (Toney) Coleman, PhD, A.A.E, Airport Director

Kelly Olivera, Budget and Evaluation Director

DATE: August 8, 2022

RE:

Accept Federal Aviation Administration (FAA) Grant (Airport Improvement Program 54), Authorize the City Manager to Execute the Agreement with the FAA, and Adopt Capital Project Ordinance 2023-8 to Appropriate Grant Funds for Part III Airline Terminal Improvement Project

COUNCIL DISTRICT(S):

ΑII

Relationship To Strategic Plan:

Goal IV - Desirable Place to Live, Work and Recreate

4.1 - To maintain public transportation investments with high quality transit and airport services.

Executive Summary:

City Council is asked to accept the Federal Aviation Administration (FAA) grant 3-37-0021-054-2022 (Airport Improvement Plan 54) for the Part III Airline Terminal Improvement project, and to authorize the City Manager to execute the Agreement.

Capital Project Ordinance (CPO) 2023-8 will appropriate \$1,870,450 of federal grant funds from the FAA for the Part III Airline Terminal Improvement project.

Background:

• Terminal Renovations Phase I was completed at a cost of approximately \$20.3

File Number: 22-2830

- million. Primary work included the demolition of the 1949 A Concourse and construction of a new A Concourse with adjoining Rotunda (Tailwind Concessionaire's food court).
- Terminal Renovations Phase II continued the renovation and expansion of the main terminal ticketing and baggage claim facilities, lobby and TSA checkpoints, rental car areas, and Airport administrative office spaces. The terminal building was expanded 2,647 square feet to include new entry vestibules with new elevators and escalators; enhanced ADA code compliance; and HVAC, security, and electrical system upgrades. Phase II also included the construction of a new airport access roadway. Total projected cost of \$33.5 million.
- Terminal Renovations Phase III (Airport Improvement Plan Grant 3-37-0021-054-2022) will fund:
 - Upfit of 1,226 square feet of space formerly utilized by American Airlines for baggage into new airline ticketing offices,
 - Re-roofing 41,152 of square feet over ticketing, baggage claim, and Concourse B,
 - Adding 600 square feet to Concourse B seating and floor area between
 Gate 4 and Gate 5 with storage below, and
 - Design, construction, and placement of an exterior airport designation sign for the front of the terminal façade.
- The FAA (AIP 54) will fund \$1,870,450 (~82%) of the total project cost based on eligible and ineligible portions within the scope of work.
- The balance of \$406,243 will be funded with State/local dollars.
- Total cost of Terminal Renovations Phase III is \$2,276,693.
- Projected start date for the project is January 2023.

Issues/Analysis:

None

Budget Impact:

There is no impact to the General Fund as the Federal Aviation Administration grant does not require a local match. The balance of funding needed to complete the project will be provided by State or local funds. At such time as State funding has been awarded, an additional appropriation will be presented to Council for consideration. Should the need for the additional funding not be provided by the State, an appropriation of local Airport funds will be presented to Council for consideration.

Options:

1. Accept Airport Improvement Plan Grant No. 3-37-0021-054-2022 for the Fayetteville Regional Airport, adopt Capital Project Ordinance 2023-8 as presented, and authorize the City Manager to execute the Agreement.

File Number: 22-2830

2. Do not accept Airport Improvement Plan Grant No. 3-37-0021-054-2022 for the Fayetteville Regional Airport nor authorize the City Manager to execute the Agreement, and do not adopt Capital Project Ordinance 2023-8 and provide further direction to staff.

Recommended Action:

1. Staff recommends Council accept Airport Improvement Plan Grant No. 3-37-0021-054-2022 for the Fayetteville Regional Airport, adopt Capital Project Ordinance 2023-8 as presented, and authorize the City Manager to execute the Agreement.

Attachments:

FAA Grant offer No. 3-37-0021-054-2022 Capital Project Ordinance 2023-8 CITY OF FAYETTEVILLE August 8, 2022

CAPITAL PROJECT ORDINANCE ORD 2023-8

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

- Section 1. The authorized project is for airport development or noise program implementation for the Part III Airline Terminal Improvement project.
- Section 2. The project director is hereby directed to proceed with the project within the terms of the various agreements executed and within the funds appropriated herein.
- Section 3. The following revenues are anticipated to be available to the City to complete the project:

Federal Aviation Administration AIP Grant 54 (3-37-0021-054-2022)

\$ 1,870,450

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

Project Expenditures

\$ 1,870,450

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

Adopted this 8th day of August, 2022.



City of Fayetteville

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

City Council Action Memo

File Number: 22-2835

Agenda Date: 8/8/2022 Version: 2 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.011

TO: Mayor and Members of City Council

THRU: Jay C. Toland, Assistant City Manager/Chief Financial Officer

FROM: Jody Picarella, Assistant Chief Finance Officer-Administration

DATE: August 8, 2022

RE:

Approval of Independent Auditor Contract - 2021 Pension Census Data
Attestation and Communication from the Independent Auditor regarding the 2021
Pension Census Data Attestation

COUNCIL DISTRICT(S):

ΑII

Relationship To Strategic Plan:

GOAL V: Financially Sound City Providing Exemplary City Services
Objective A: Ensure strong financial management with fiduciary accountability and plan for future resource sustainability by aligning resources with City priorities.

Executive Summary:

The City of Fayetteville was randomly selected by the Office of the State Auditor (OSA) to have an attestation prepared by a CPA on the census data for members of the pension plans.

OSA is requesting the City's audit firm, PBMares, LLC, examine the assertion that the census data being provided by the City of Fayetteville via Orbit to the Local Government Employees Retirement System (LGERS) is materially correct for the year ended December 31, 2021.

The audit is due to the OSA by October 1, 2022.

File Number: 22-2835

Background:

Every year the OSA selects municipalities to participate in this type of audit.

Issues/Analysis:

Once the contract is approved, PB Mares, LLC will begin work with City staff to complete the audit as accurately and timely as possible.

Budget Impact:

\$9,000 audit fee

Options:

Approve the audit contract or provide staff with further direction.

Recommended Action:

Staff recommend the approval of the audit contract as presented.

Attachments:

2021 LGERS AUP Arrangement Letter LGC 205 - Standard Audit Contract - LGERS 2021



July 13, 2022

The Honorable Mayor and City Council Doug Hewett, City Manager Jay Toland, Chief Financial Officer City of Fayetteville 433 Hay Street Fayetteville, North Carolina 28301

Attention: City Council

This Arrangement Letter is to explain PBMares, LLP ("PBMares", "we", "us", or "our") understanding of the arrangements regarding our engagement to examine the City of Fayetteville's (City) assertion that the census data provided via ORBIT into the Local Government Employees' Retirement System (LGERS) for the year ended December 31, 2021 is materially correct, in accordance with attestation standards established by the American Institute of Certified Public Accountants. The specific procedures to be performed are described in Attachment B in the Testing of Census Data for Cost-Sharing Multiple-Employer Defined Benefit Plans Memorandum dated May 5, 2022 and revised June 3, 2022, issued by the North Carolina Office of the State Auditor (NCOSA). We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter ("Arrangement Letter").

Engagement Services

We will perform an examination of the census data being provided by the City via ORBIT in relation to established or stated criteria. Accordingly, we will perform such procedures as we consider necessary to evaluate the census data being provided by the City via ORBIT in relation to the established or stated criteria for the purpose of expressing positive assurance that the census data being provided by the City via ORBIT into the LGERS is materially correct.

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed. Our report will contain a statement that it is intended solely for the use of City of Fayetteville and the State of North Carolina Office of the State Auditor and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. We cannot guarantee that an unmodified opinion on the Assertion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, or withdraw from the engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

The services that we will perform are not designed and cannot be relied upon to disclose errors, fraud, or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Furthermore, the services were not designed to provide assurance on internal control. However, we will communicate to management and the City Council any internal control deficiencies that become known to us during the course of the engagement.

We will maintain our independence in accordance with the standards of the AICPA.

City's Responsibilities

Management is responsible for:

- 1. The census data being provided by the City via ORBIT into the LGERS (the Assertion);
- 2. Selecting the Criteria for the purposes of evaluating the Assertion;
- 3. Determining that such stated or established Criteria is appropriate for the City's purposes;
- 4. Providing us with a written management representation letter confirming certain representations made during the course of the engagement;
- 5. The design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the Assertion that is free from material misstatement, whether due to fraud or error;
- 6. Identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations;
- 7. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the Assertion; and
- 8. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, short sellers or others.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel has been discussed and coordinated with Jay Toland, Chief Financial Officer. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

Parties' Understandings Concerning Situation Around COVID-19

PBMares and the City acknowledge that, at the time of the execution of this arrangement letter, federal, state and local governments, both domestic and foreign, have imposed certain restrictions on travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, PBMares may restrict its employees from certain travel and onsite work, whether at a client facility or PBMares facility, to protect the health of both PBMares' and its clients' employees. Accordingly, to the extent that any of the services described in this arrangement letter requires or relies on PBMares or the City personnel to travel and/or perform work onsite, either at the City's or PBMares' facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, PBMares and the City acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, and thus certain services described herein may need to be rescheduled and/or suspended at either PBMares' or the City's sole discretion. PBMares and the City agree to provide the other with prompt written notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended.

Fees

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses, including report processing, travel, meals, and fees for services from other professionals. Our fee for the services described above will not exceed \$9,000. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our fee and completion of our work are based upon the following criteria:

- 1. Anticipated cooperation from City personnel.
- 2. Timely responses to our inquiries.
- 3. Timely completion and delivery of client assistance requests.
- 4. Timely communication of all significant accounting and financial reporting matters.
- 5. The assumption unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. Amounts not paid within thirty days from the invoice date(s) will be subject to a late payment charge of 1.5% per month (18% per year).

Use of Third-Party Products

We may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products").

You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

Use and Ownership; Access to Documentation

The Documentation for this engagement is the property of PBMares. For the purposes of this Arrangement Letter, the term "Documentation" shall mean the confidential and proprietary records of PBMares' procedures performed, relevant evidence obtained, other related workpapers, and conclusions reached. Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by PBMares for the City under this Arrangement Letter, or any documents belonging to the City or furnished to PBMares by the City.

Review of Documentation by a successor practitioner or as part of due diligence is subject to applicable PBMares policies, and will be agreed to, accounted for and billed separately. Any such access to our Documentation is subject to a successor practitioner signing an Access & Release Letter substantially in PBMares' form. PBMares reserves the right to decline a successor practitioner's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Dispute Resolution

If any dispute other than fees arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties. You and we consent to personal jurisdiction, both for mediation and/or litigation, of the Federal District Court, Eastern District of Virginia, sitting in Newport News, Virginia, or the Newport News Circuit Court.

Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identity for purposes of the award of attorneys' fees.

The parties hereto both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. The arbitration shall take place in Newport News, Virginia. Any award rendered by the Arbitrator pursuant to this Agreement may be filed and entered and shall be enforceable in the Superior Court of the County in which the arbitration proceeds. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury, and instead we are accepting the use of arbitration for resolution.

Confidentiality

PBMares and the City may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, PBMares and the City agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, PBMares is permitted to disclose the City's Confidential Information to PBMares' personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Data Protection Compliance

Our Privacy Policy ("Privacy Policy") is located on our website at https://www.pbmares.com/-are/privacy-policy. Our Privacy Policy may be amended from time to time in our sole discretion and without prior notice, and is hereby incorporated by reference into this Arrangement Letter. You acknowledge that you have read and understand the Privacy Policy and agree to the practices as described therein.

We take reasonable steps to comply with all applicable privacy, cybersecurity, and data protection laws that may apply to Personal Information and Confidential Information we process on behalf of our clients. Upon written request, but not more than annually during the term of this Arrangement Letter, we will deliver to you a copy of our data security report evidencing the operating effectiveness of our Information Technology ("IT") control environment. We will also provide summaries of our IT security and disaster recovery policies and make our senior IT personnel reasonably available for discussion upon request. Our data security report and any information we disclose to you concerning our IT control environment shall constitute Confidential Information of PBMares and shall be subject to the confidentiality obligations set forth in this Arrangement Letter.

PBMares and the City acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms

Personal Information

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the City or the City's customers or other third parties.

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We will use all such City-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of City-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards; or (ii) you are placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, you or any of your affiliates is placed on a verified sanctioned person list, in each case, including, but not limited to, lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, or any other relevant sanctioning authority.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, dispute resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

Notices

Unless otherwise expressly agreed upon by the parties in this Arrangement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Arrangement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Arrangement Letter) sent by the City to PBMares shall also be sent to the following address: Office of the General Counsel, PBMares, LLP, 701 Town Center Drive, Suite 900, Newport News, VA 23606. Except as otherwise expressly provided in this Arrangement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Entire Agreement

This Arrangement Letter constitutes the complete and exclusive statement of agreement between PBMares and the City and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Arrangement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts" of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for the examination we are to perform with respect to the Assertion, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Sincerely,	
PBMares, LLP	
GJ By	
Robert E. Bittner III, CPA Partner	
Confirmed on behalf of the City of Fayetteville:	
Mitch Colvin, Mayor	Date
Doug Hewett, City Manager	Date
Jay Toland, Chief Financial Officer	Date

CONTRACT TO AUDIT ACCOUNTS

The	Governing Board	
of	Primary Government Unit	
and	Discretely Presented Con	nponent Unit (DPCU) (if applicable)
	Primary Government Unit	t, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)
and	Auditor Name	
	Auditor Address	
	Hereinafter referred to as	Auditor
for	Fiscal Year Ending	Audit Report Due Date
		Must be within four months of FYE

hereby agree as follows:

- 1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
- 2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

- 3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 §600.42.
- 4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
- 5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

- 6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
- 7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified*). The Auditor shall file a copy of that report with the Secretary of the LGC.
- 8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
- 9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

CONTRACT TO AUDIT ACCOUNTS

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

- 10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
- 11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
- 12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
- 13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.
- 14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
- 15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

- 16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
- 17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
- 18. Special provisions should be limited. Please list any special provisions in an attachment.
- 19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
- 20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
- 21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
- 22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.
- 23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
- 24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
- 25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

- 26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
- 27. Applicable to audits with fiscal year ends of June 30, 2020 and later. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

- 28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:
 - a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
 - b) the status of the prior year audit findings;
 - c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
 - d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.
- 29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

- 30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).
- 31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit
- 32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.
- 33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

Code of Conduct (as applicable) and <i>Govern</i> this contract for specific requirements. The forpresented to the LGC without this information	• •
Financial statements were prepared by:	Auditor □Governmental Unit □Third Party
	it designated to have the suitable skills, knowledge, and/or non-attest services and accept responsibility for the
Name: Title an	d Unit / Company: Email Address:
OR Not Applicable (Identification of SKE Individua	I not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)
(AFIRs), Form 990s, or other services not ass	or work performed on Annual Financial Information Reports ociated with audit fees and costs. Such fees may be included in d in this contract or in any invoices requiring approval of the LGC. ble and excluded fees.
this contract, or to an amendment to this contrapproval for services rendered under this confor the unit's last annual audit that was submit below conflict with the cap calculated by LGC calculation prevails. All invoices for services reshall be submitted to the Commission for approviolation of law. (This paragraph not applicable	dited financial report and applicable compliance reports subject to act (if required) the Auditor may submit interim invoices for ract to the Secretary of the LGC, not to exceed 75% of the billings ted to the Secretary of the LGC. Should the 75% cap provided Staff based on the billings on file with the LGC, the LGC endered in an audit engagement as defined in 20 NCAC .0503 oval before any payment is made. Payment before approval is a eto contracts and invoices associated with audits of hospitals).
Primary Government Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$
DPC	U FEES (if applicable)
Discretely Presented Component Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Authorized Firm Representative (typed or printed)*	Signature*
Date*	Email Address*

GOVERNMENTAL UNIT		
Governmental Unit*		
Date Primary Government Unit Governing Board Appr (G.S.159-34(a) or G.S.115C-447(a))	roved Audit Contract*	
Mayor/Chairperson (typed or printed)*	Signature*	
Date	Email Address	
Chair of Audit Committee (typed or printed, or "NA")	Signature	
Date	Email Address	

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU (complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*
Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU - PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.



City of Fayetteville

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

City Council Action Memo

File Number: 22-2836

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.012

TO: Mayor and Members of City Council

THRU: Karen M. McDonald, City Attorney

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

DATE: August 8, 2022

RE:

Resolution Authorizing a Quitclaim Deed of the City's Title to the County in Order to Expedite the Sale of Land located at 6341 Rutherglen Drive

COUNCIL DISTRICT(S):

6

Relationship To Strategic Plan:

A Desirable Place to Live, Work and Recreate

Executive Summary:

Cumberland County has requested that the City of Fayetteville quitclaim their interest in the parcel located at 6341 Rutherglen Drive having a tax parcel id number of 0406-35-4019 so that they may complete the sale of the jointly owned property that was acquired by tax foreclosure. This allows the property to be added back to the tax base and not continue to remain in joint governmental ownership.

Background:

Cumberland County and the City of Fayetteville received joint title to the property identified as 6341 Rutherglen Drive which has a parcel number of 0406-35-4019 being known as Lot 1 Arran Hills, Section 3, Block J on April 29, 2014. The County has received an offer to purchase the property in the amount of \$8,039.00 which represents the amount paid at the foreclosure sale.

The County is requesting that the City declare the above property surplus and quitclaim

File Number: 22-2836

the City's interest to the County. Title is jointly held due to tax foreclosure by the County in their capacity as tax administrator. The purchase offer received is slightly more than the foreclosure bid. If the present bid is declined, the property will remain in joint ownership not earning taxes and requiring upkeep.

Issues/Analysis:

No known issues.

Budget Impact:

There is no significant impact to the budget; however this will enable the property to be added back to the tax roll.

Options:

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

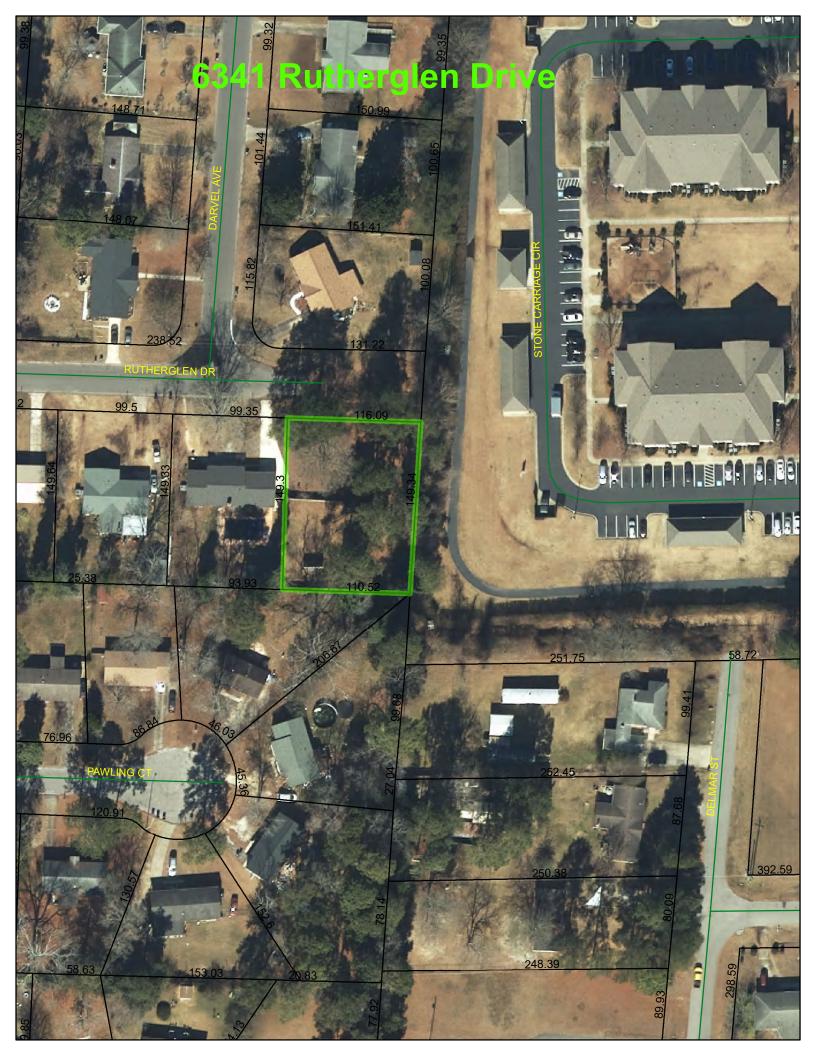
Recommended Action:

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

Attachments:

Мар

Resolution



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

WHEREAS, the City of Fayetteville and the County of Cumberland jointly own real property in Cumberland County known as 6341 Rutherglen Drive and being more particularly described as follows:

Being all of Lot 1, Arran Hills, Section 3, Block J, according to a plat of same duly recorded in Book of Plats 31, Page 10, Cumberland County Registry.

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

WHEREAS, the property is surplus to the needs of the City of Fayetteville, and;

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 8th day of August, 2022; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

	CITY OF FAYETTEVILLE
ATTEST:	MITCH COLVIN, MAYOR
PAMELA J. MEGILL, City Clerk	



City of Fayetteville

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

City Council Action Memo

File Number: 22-2837

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.013

TO: Mayor and Members of City Council

THRU: Karen M. McDonald, City Attorney

Telly Whitfield, Assistant City Manager

FROM: Kecia N. Parker, NCCP

Alvester T. (Toney) Coleman, PhD, A.A.E.

DATE: August 8, 2022

RE:

Approval of License Agreement with Interspace Services, Incorporated d/b/a Clear Channel Airports Their Successors or Assigns at the Fayetteville Regional Airport

COUNCIL DISTRICT(S):

ΑII

Relationship To Strategic Plan:

Goal II - Responsive City Government Supporting a Diverse and Viable Economy-Have a strong, diverse, and local viable economy

Objective 2.1 - To ensure a diverse tax base

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

Executive Summary:

Interspace Services Incorporated d/b/a Clear Channel Airports has had a License Agreement for advertising space within the Airport terminal building since 1998. The term of the lease will be for four years beginning September 1, 2022.

Background:

The mission and goal of the Fayetteville Regional Airport (FAY) is to provide safe and

File Number: 22-2837

efficient airport operation to meet the aviation needs of the community. The Airport serves an eleven county service area with a catchment population of over 430,000 residents. The Airport generates 960,000 Origination & Destination passengers per year with its two current legacy carriers to three major hubs in Atlanta, Charlotte and Ft. Worth. It has an estimated regional economic impact of over \$790 million. The Airport has been self-sustaining since 1994; meaning there has been no use of City General Funds for operational or capital expenditures for nearly thirty years.

Interspace Services Incorporated d/b/a Clear Channel Airports has had a License Agreement for advertising space within the Airport terminal building since 1998. Pre-pandemic they were given an extension of their lease in return for capital improvements within the terminal. Unfortunately, they were unable to realize adequate return on their investments due to COVID-19. Airport Management is very satisfied with advertising products and desires to retain Clear Channel Airports services for four additional years so they might fully realize a return on their investment.

The Airport Commission is recommending the above to be entered into by the City to continue the longstanding relationship with Clear Channel Airports.

Issues/Analysis:

None

Budget Impact:

All revenues will remain with the Airport Operating Fund and there will be no impact to the City of Fayetteville General Fund.

Options:

- Approve the proposed License Agreement and allow the City Manager to execute the document on behalf of the City.
- Disapprove the proposed License Agreement and not allow the City Manager to execute the document on behalf of the City.

Recommended Action:

Staff recommends City Council approve the proposed License Agreement and allow the City Manager to execute the document on behalf of the City

Attachments:

Proposed License Agreement Resolution

Resolution	No.	R2022-

A RESOLUTION AUTHORIZING THE LICENSE AGREEMENT FOR INTERSPACE SERVICES, INCORPORATED d/b/a CLEAR CHANNEL AIRPORTS, THEIR SUCCESSORS OR ASSIGNS AT THE FAYETTEVILLE REGIONAL AIRPORT

WHEREAS, the City of Fayetteville owns property being designated as the Fayetteville Regional Airport located at 400 Airport Road.

AND WHEREAS, The City of Fayetteville and Interspace Services, Incorporated d/b/a Clear Channel Airports have agreed upon a licensing agreement for a space located on the site for a term of four years beginning September 1, 2022; and

WHEREAS, the agreed amount of rent shall be a minimum of \$883.33 per month or 30% of gross billing, whichever is greater; and

WHEREAS, the City of Fayetteville has had a previous License Agreement with the above mentioned corporation and desires to continue said License Agreement with said corporation to continue the longstanding relationship; and

NOW THEREFORE, BE IT RESOLVED on behalf of the people of Fayetteville, the City Council declares that the City Manager is authorized to execute all necessary documents to move forward with the execution of the above described leases at the authorization and direction of City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 8th day of August 2022; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

(SEAL)	By:	MITCH COLVIN, Mayor	
ATTEST:			
PAMELA MEGILL, City Clerk			

NORTH CAROLINA

LICENSE AGREEMENT

CUMBERLAND COUNTY

THIS LICENSE AGREEMENT, made and entered into as of this ____ day of _____, 20___, by and between the CITY OF FAYETTEVILLE, (hereafter called "LICENSOR"), and INTERSPACE SERVICES, INCORPORATED d/b/a CLEAR CHANNEL AIRPORTS, a corporation organized in Pennsylvania and authorized to do business in the State of North Carolina (hereinafter called "LICENSEE");

WITNESSETH:

THAT WHEREAS, the Licensor is duly empowered to operate manage and control the Fayetteville Regional Airport (hereinafter "Airport") and all facilities located thereon under the authority of N.C.G.S. 63-53(3) and Chapter 4 of the Code of Ordinances of the City of Fayetteville; and

WHEREAS, the Licensor, is responsible for oversight of the Fayetteville Regional Airport, hereinafter referred to in its entirety as the "Facility"; and,

WHEREAS, the Licensee is a corporation engaged in the business of operating airport display advertising concessions similar in nature to the proposed for the Licensor, and

WHEREAS, the Licensor wishes to grant to Licensee the right to operate the Licensor's display adverting concession at the Facility under an agreement containing mutually satisfactory terms and covenants.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, and intending to be bound hereby, the Licensor and the Licensee hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

Article I.

TERM

1.1 The term ("**Term**") of this Agreement shall commence on September 1, 2022, and continue until June 30, 2026.

Article II.

PRIVILDGES AND OBLIGATIONS OF THE LICENSEE

2.1 The Licensor hereby grants to Licensee the right to operate, maintain and provide the Facility-wide display advertising concession. Said right shall not be interpreted to prevent Licensor from allowing use of Un-Assigned Areas (as defined below) from being used

for cultural arts and other non-revenue generating displays. Initial cultural art display is shown on Exhibit "A". Further, said right shall not prevent gift shop concessionaire from distributing and or selling brochures and like items advertising facilities or events. Gift shop concessionaire may only distribute and or sell said items and its leased area.

- 2.2 Licensee shall develop and maintain a comprehensive advertising program totally integrated and coordinated as to design, quality, and content for the Facility. Under this program, Licensee shall have the right to establish, operate, service and maintain prime quality, expertly designed commercial advertising displays including, but not limited to: floor exhibits, wall and floor back-lit units, product cases, brochure cases, posters, exposition space, car and boat displays, direct telephone line, hotel and transportation displays, electronic displays, computer displays, video displays, board advertising, outdoor advertising and other forms of advertising relating to an attractive and profitable means for the graphic display and materials, articles, and services of various manufacturers, industries, companies and persons. Outdoor advertising will conform to Airport architectural standards and must be approved by the Airport Director on a project specific basis.
- 2.3 All installations shall be in good taste, professionally developed, and presented so as to be inoffensive to the general public and of such high caliber as to contribute to the establishment of the Facility as a prestige location for commercial advertising media.
- 2.4 The specific locations for back-lit displays, product cases, poster boards, telephone boards and all other sites available for advertising use at the Facility ("Assigned Areas") are subject to selection and approval by the Licensor and are indicated on Exhibit "A", attached hereto and made a part hereof. The Assigned Areas shall be subject to revisions from time to time based on the availability of advertising sites at the Facility and as may be mutually agreed upon by the parties. In such instance, this License shall be amended to show such revisions to Exhibit "A". All Assigned Areas selected are subject to relocation at any time at the Licensor's discretion in accordance with Article 19.17 herein. Should the Licensor and the Licensee disagree on any advertising locations, the Licensor's decision shall be final. The Licensor shall make best efforts to keep available for the use of Licensee during the term of advertising locations of at least equal number, passenger exposure and commercial advertising value as those in the original Exhibit "A". Licensee shall have the exclusive advertising use of all Assigned Areas. The Licensee shall have a continuing right throughout the Term of the Agreement to negotiate with the Airport Director for additional or revised acceptable locations for advertising displays at the Facility, where available.
- 2.5 Licensee shall be responsible for the commercial advertising program within the Assigned Areas at the Facility and shall apply to that program the fiscal, marketing and administrative resources of its organizations. Through its national and regional organization, Licensee shall use its best efforts to:
 - a. Develop, on a continuing basis, integrated master plans for advertising at the Facility.

- b. Follow quality criteria that will recognize the need for integrity of design and advertising content appropriate to the prestige and dignity of the Facility.
- c. Practice space utilization planning which will recognize and meet the needs of all advertising classifications and ensure maximum revenue return to the Licensor consistent with the scope and integrity of the advertising master plan.
- d. Provide a sales organization with ability and experience of sufficient scope to solicit and sell local, regional and national advertising for display at the Facility, with a primary emphasis on local advertising.
- e. Provide advertising and display equipment and fixtures that are consistent with the approved architectural design plan for advertising at the Facility.
- 2.6 Except as provided elsewhere in this Agreement, Licensee shall pay all expenses associated with planning, implementing and operating the display advertising program provided for in this Agreement.
- 2.7 At the request of the Airport Director, certain high technology, novel or other capital intensive forms of advertising displays, improvements, décor and/or equipment agreed to by Licensee shall be placed at the Facility by Licensee ("New Advertising Concepts"). If applicable, these New Advertising Concepts shall be more fully described in Exhibit "B" to be attached to this Agreement upon approval by the Airport Director and by Licensee. Exhibit "B" may be altered from time to tome upon the written agreement of the parties This license shall be amended to show any alterations to Exhibit "B" as necessary. All work performed by Licensee relating to New Advertising Concepts shall be in accordance with the provisions of this Agreement.
- 2.8 The Licensee shall have rights of ingress and egress to and from the Assigned Areas, including but not limited to common use roadway, subject to any rules or regulations which may have been established or shall be established in the future by the Licensor or other duly constituted authority. Such rights of ingress and egress shall apply to the Licensee's employees, customers, agents, contractors, suppliers, and other authorized individuals.
- 2.9 The Licensor shall provide parking facilities to the Licensee's employees, agent and contractors in common with employees of other Licensees at the Facility. Visiting services personnel shall park in areas designated for temporary vendor parking.
- 2.10 The Licensee may utilize additional storage space identified by the Licensor as available for such purposes, at the discretion of the Licensor.
- 2.11 The Licensee has the right to install and maintain signs in the Assigned Areas provided that the design, installation and maintenance of such signs shall be consistent with the graphic standards and policies of the Licensor as they may be developed and amended and shall have the written approval of the Licensor prior to installation.

Article III.

ADVERTISING STANDARDS

- 3.1 The Licensee agrees to use the Assigned Areas solely for the sale, placement and display of advertising products and shall make good faith efforts in every proper manner to maintain, develop and increase the sales of advertising developed hereunder.
- 3.2 The Licensee shall submit to Licensor, upon request, a schedule of monthly rates to be applied to the advertising locations, with the understanding that advertising locations shall be subject to quantity purchase and other incentive discounts and to standard sales/advertising agency deduction on commissions.
- 3.3 Advertising, advertising copy, advertising materials and manners of presentation ("Advertisements") shall be subject to the approval of the Licensor. Licensee shall not display any Advertisements disapproved by the Licensor. Licensee shall immediately remove from the Facility upon written demand of the Licensor, at Licensee's sole cost and expense, any disapproved Advertisements. In the event that any disapproved Advertisement is not removed promptly upon receipt of written demand, the Licensor may remove and restore said Advertisement, at Licensee's expense. The Licensor shall not in any way be held responsible or liable for any damage to any Advertisement so removed.
- 3.4 No Advertisements considered offensive by the Licensor may be presented to the public. The Licensee will promptly remove or modify the presentation of any Advertisement if so directed by the Licensor.
- 3.5 Questions or complaints regarding the quality of service and/or prices, whether raised by patrons' complaints, clients' complaints or on the Licensor's own initiative or otherwise, may be submitted to Licensee for response. Such response shall be provided by Licensee within ten (10) working days.
- 3.6 At the Licensor's request, Licensee shall meet with the Licensor to review any complaints or concerns regarding the advertising program. Licensee shall endeavor to satisfy all concerns of the Licensor, regarding the display advertising program.
- 3.7 All Advertisements, improvements and equipment used in Licensee's operation shall conform in all respects to federal, state and local laws, statues, ordinances and regulations.
- 3.8 Licensee shall, at its own expense, identify, provide and maintain in force any and all licenses and permits required for the legal operation of all aspects of the Concession.

Article IV.

IMPROVEMENTS BY LICENSOR

4.1 The Licensor shall provide finished floors, walls and ceilings for the Assigned Areas.

- 4.2 All permanent improvements, as set forth by North Carolina law, will be considered an integral part of the Facility and title to such permanent improvements will vet with the Licensor upon the expiration or earlier termination of this Agreement, free and clear from any liens or encumbrances whatsoever.
- 4.3 The Licensor will be responsible for the providing of, maintenance of, and upkeep of the following:
 - a. All partitions about the perimeter of the Assigned Areas, all structural walls and supports, all structural roof construction, all structural floor construction and all exterior window walls designed about the perimeter of the Assigned Areas.
 - b. All required electrical and other utility services to the Assigned Areas, except that, as provided in Article VI.
 - c. Licensee shall pay for all telephone service to the Assigned Areas, to include hotel/motel reservations board(s).
- 4.4 Licensee's utility obligations will be limited to the electrical and telephone connections of signs and displays within the Assigned Areas only.

Article V.

IMPROVEMENTS BY LICENSEE

- 5.1 Prior to the beginning of the Term, and upon approval from the Licensor, the Licensee may access the Assigned Areas.
- 5.2 All improvements, displays, equipment and interior design and décor constructed or installed by the Licensee, its agents, or contractors, including the plans and specifications therefore, shall conform to all applicable statues, ordinances, building codes, and rules and regulations. Licensee shall obtain at its own expense all necessary building permits.
- 5.3 Licensee shall submit plans and specifications for the work to be performed pursuant to this Agreement ("Preliminary Plans") to the Licensor for review.
- 5.4 The Airport Director shall, within fourteen (14) days of receipt of any such Preliminary Plans, either approve or disapprove the Preliminary Plans. Review and approval by Airport Director shall refer only to the conformity of such plans and specifications to the general architectural and aesthetic plan for the Assigned Areas and such approval shall not be unreasonably withheld. The Licensor shall reserve the right to reject any Preliminary Plans or portions thereof submitted, and shall provide written notice to Licensee of the reason for such rejection with adequate specificity to allow Licensee to modify such Preliminary Plans accordingly.
- 5.5 In the event of rejection of the Preliminary Plans or any portion thereof by the Licensor, the Licensee shall have to fourteen (14) days to submit adequately revised Preliminary

- Plans for Licensor review. Approval of the revised Preliminary Plans by the Licensee shall not be unreasonably withheld.
- 5.6 Once approved by the Licensor, the Preliminary Plans shall become final ("Final Plans"). No changes or alterations shall be made to the Final Plans after approval by the Licensor, except as may be agreed to in writing by the parties.
- 5.7 The Licensee shall submit a schedule depicting the estimated time required to complete the construction and installation of the displays and improvements called for in the Final Plans.
- 5.8 Upon written "Notice to Proceed" from the Airport Director, the Licensee shall immediately begin construction and installation of the approved displays and improvements in the Assigned Areas and pursue the same to completion. However, any delay in construction and installation due to fire, earthquake, wars acts of the Licensor or one of the Licensor's contractors, or other impediment beyond the control of the Licensee shall reasonably extend the time within which such construction and installation shall be completed.
- 5.9 All work shall be at Licensee's sole cost and expense and Licensee shall provide all necessary labor, supervision, materials, supplies and transportation. If requested by Licensor, Licensee will provide to the Licensor additional displays, similar to one's used by the Licensee, at cost to Licensor for the cultural displays. Cultural displays shall be limited to a maximum of five (5) and cultural display users will be responsible for their own graphics.
- 5.10 All work performed by Licensee shall be in accordance with the Final Plans. No structural alterations or improvements shall be made to or upon the Assigned Are without the prior written approval of the Licensor. The ultimate control over the quality and acceptability of the finishes in the Assigned Areas will be retained by the Licensor, and all improvements and finishes shall require the written approval of the Licensor, prior to installation.
- 5.11 All improvements made by the Licensee to the Assigned Areas shall be of high quality, safe, fire resistant materials and shall be attractive in appearance.
- 5.12 Licensee and its architect-engineer shall meet with the Airport Director in periodically scheduled meetings to assess the current status of completion.
- 5.13 On reproducible final "as built" copy of the Final Plans for all displays and improvements, as may have been revised by the parties during the course of construction and installation, shall be signed by the Licensee and submitted to the Airport Director within ninety (90) days following completion of the construction and installation.
- 5.14 Upon completion of the work, the Licensee shall forthwith provide the Licensor with a certification and the improvements and displays have been constructed and installed in

- accordance with the Final Plans, and in strict compliance with all applicable building codes, laws, statutes, ordinances and regulations.
- 5.15 All permanent improvements made to the Assigned Areas (as described in Article 4.2) by the Licensee shall be and remain the property of the Licensee until the expiration or earlier termination of this Agreement, at which time said permanent improvements shall become the property of the Licensor. However, notwithstanding anything to the contrary in this Agreement, all non-permanent advertising displays, equipment, fixtures, materials and supplies of Licensee, which shall include, without limitation, telephone boards, wall displays and freestanding displays and display cases, shall remain the property of Licensee unless Licensee shall fail within sixty (60) days following the expiration or earlier termination of this Agreement to remove its property. In the event of such failure to remove non-permanent property, title to such property shall, at the option of the Licensor, vest in Licensor at no cost to Licensor.

Article VI.

PRIVILEGE FEES, CHARGES AND ACCOUNTABILITY

- 6.1 Subject to the terms of this Article VI, Licensee agrees to pay to the Licensor thirty percent (30%) of the Gross Revenue derived from the sale of advertising and advertising space at the Facility ("Percentage Fee"). "Gross Revenue", as used herein, shall mean all moneys paid to or payable to Licensee for advertising sales made at or from the Facility, regardless of when or where the order therefore is received, or delivered, whether a cash basis or credit; provided, however, that:
 - a. Gross Revenue shall exclude the following:
 - 1. Any amount paid by advertisers in connection with design, fabrication or installation of the advertiser's display or with the printing, distributing, or maintaining of the advertiser's brochures;
 - 2. Any amount paid by the advertisers to Licensee for telephone service;
 - 3. Standard 15% selling commission for sales/advertising agencies;
 - 4. Any sales or excise tax imposed by law and separately stated to and paid by advertiser ("Sales Tax"); and
 - 5. Amounts owed which are deemed uncollectible by Licensee after prudent collection efforts, as described on Exhibit "C," if applicable.
 - 6. Any and all taxes imposed by law and levied or assessed to Licensee as a result of its activities at Airport.
 - b. In the event Licensee is unable to collect amounts due from advertisers upon which Licensee had previously based Percentage Fee payments after diligent efforts, such "bad debts" shall be deemed uncollectible and an appropriate adjustment shall be made in Licensee's subsequent statements and Percentage Fee submissions. If any "bad debts" are collected by Licensee after adjustment, then

- an appropriate readjustment shall be made to the revenue statement and Percentage Fee submission, excluding collection costs.
- c. Quantity purchase and incentive discounts shall be allowed.
- The Percentage Fee shall be paid by the ten (10) day of the month, beginning in October 2022 for the areas in which Licensee used the Assigned Areas for display advertising purposes. A report justifying the fees to be paid shall be provided by the tenth day of the month as well. Notwithstanding the above:

Percentage Fee payments otherwise due to the Licensor shall first be applied by Licensee to compensate for Licensee's capital investment into any approved New Advertising Concepts, as may be described in any future Exhibit "B" hereto. Exhibit "A" improvements are not considered New Advertising Concepts.

- Based amount: licensee shall pay to Licensor Eight Hundred Eighty-Three dollars & Thirty-Three Cents (\$883.33) per month as a base monthly amount, or thirty percent (30%) of gross billing, whichever is greater. Notwithstanding the above: The Base Amount will take effect on September 1, 2022. Should Airport experience a twenty percent (20%) reduction in any month enplanements, as compared to same month in the previous year, Licensor agrees to allow Licensee to make base amount reductions proportionate to change in Licensor's enplanements for that month.
- 6.4 If passenger enplanements and deplanements at the Facility during any calendar quarter of the Terms shall fall twenty-five percent (25%) below those recorded during the same quarter of previous year, percentage fee shall be reduced by five percentage points. If passenger enplanements and deplanements at the Facility during any calendar quarter of the term shall fall fifty percent (50%) below those recorded during the same quarter of the previous year, percentage fee shall be reduced by ten percentage points. If passenger enplanements and deplanements at the Facility during any calendar quarter of the Term shall fall seventy-five percent (75%) below those recorded during the same quarter of the previous year, percentage fee shall be reduced by fifteen percentage points. The fee payable to Licensor shall be subject to reduction equal to actual advertising revenues lost or unearnable from removed advertising locations where ten percent (10%) or more (as a percent of potential advertising revenues) of the Assigned Areas shown in Exhibit "A", as may be amended by the parties, are deleted at the request of the Airport without the assignment to Licensee of replacement advertising locations of at least equal passenger exposure and commercial value as the deleted locations. The airport fee payment to the Licensor shall be subject to temporary pro-rata reduction equal to advertiser payments refunded to or withheld by affected advertisers where a display case or other display advertisement in an Assigned Area was visually obstructed or subject to electric supply failure for more than three (3) days without fault to Licensee.
- 6.5 Licensee shall furnish to the Licensor for each calendar month a statement showing total Gross Revenue for the preceding calendar month. With each monthly statement, the Licensee shall remit to the Licensor the Percentage Fee derived through the end of the

- last calendar month. Licensee shall include therewith, invoices to verify improvement and display capital expenses.
- 6.6 Licensee shall pay for all telephone service and electrical connections within Assigned Areas. The Licensor shall pay for all heating, air conditioning, electrical service and other utility service provided to the Assigned Areas.
- 6.7 The Licensee shall keep full and accurate books and records showing all Gross Revenue, and the Licensor shall have the right, through its representatives, and at all reasonable times, to inspect and audit all such records as may be necessary to verify the reported Gross Revenue, including State of North Carolina sales tax return records. The Licensee agrees that all such books and records shall be made available at Licensee's office location for at least a two (2) year period following the end of each Agreement year.
- 6.8 No later than one hundred twenty (120) days after the end of Licensee's fiscal year, Licensee shall furnish to the Licensor the written statement of a Certified Public Accountant stating that the Percentage Fee paid by the Licensee to the Licensor pursuant to this Agreement during each of Licensee's fiscal years is accurate. Such statement shall also state Gross Revenues as shown on the books and records of Licensee that were used to compute the Percentage Fee made to the Licensor during this period covered by the statement.
- 6.9 Without waiving any other right of action available to the Licensor, in the event that Licensee is delinquent for a period of fifteen (15) days or more in paying to the Licensor any fees payable to the Licensor pursuant to this Agreement, the Licensee shall pay to the Licensor interest thereon at the rate of five percent (5%) per month from the date such amount was due and payable until paid. Such interest shall not accrue with respect to disputed amounts being contested in good faith by Licensee.
- 6.10 In the event that any additional Percentage Fee shall be determined to be rightly due and owing by any audit of Licensee's books and records as provided in Article 6.7, such amount shall forthwith be paid by the Licensee to the Licensor with interest thereon at the rate of twelve percent (12%) per annum from the date such additional Percentage Fee because due; provided, however, that such audit is not contested in good faith by Licensee.
- 6.11 Notwithstanding the above sections of article six (6), Licensee shall be permitted to deduct any amounts due herein through any monies or relief which is granted to it through the FAA, CRRSA, ARPA, or any other federal program so long as Licensee provides any and all paperwork and/or permission in order to be applicable for said relief.

Article VII.

OPERATIONAL STANDARDS

- 7.1 The management, maintenance and operation of the Assigned Areas shall at all times be under the supervision and direction of an active, qualified, competent manager who shall at all times by subject to the direction and control of the Licensee.
- 7.2 The operations of Licensee, its employees, agents, suppliers and contractors shall be conducted in an orderly and proper manner.
- 7.3 The Licensee agrees that its employees and contractors shall be of sufficient number so as to properly conduct the Licensee's operation.

Article VIII.

MAINTENANCE

- 8.1 Licensor shall not be required to make repairs or improvements of any kind at the Licensee's assigned Areas except as follows:
 - a. Structural repairs to the roof, floor and walls and windows of the terminal.
 - b. General maintenance and upkeep of the Licensor's interior common use areas and external areas and;
 - c. The Licensor shall have the right to construct or install over, in, under or through the assigned Areas new lines, pipes, mains, wires conduits and equipment; provided, however, that such repair, alteration, replacement or construction shall not unreasonably interfere with Licensee's use of the Assigned Areas. The Licensor will repair at its sole cost, any damage resulting from such activities.
- 8.2 The Licensee agrees to provide at its own expense such janitorial, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the Assigned Areas. The Licensee also agrees to keep and maintain the Assigned Areas in a clean, neat and sanitary condition, and attractive in appearance.
- 8.3 The Licensee agrees to maintain and make necessary general repairs to all of the Assigned Areas and to the improvements, fixtures and equipment therein, including, without limitations, signs, showcases, displays, and telephone boards. Licensee agrees to keep and maintain in good condition the electrical equipment located at or on the Assigned Areas.
- 8.4 All repairs done by the Licensee or on its behalf shall be of first class quality in both materials and workmanship. All repairs shall be made in conformity with the rules and regulations prescribed from time to time by federal, state or local authority having jurisdiction over the work in the Licensee's Assigned Areas.
- 8.5 The Licensee shall, in a timely manner, provide for the adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of the Licensee's operations.

- 8.6 The Licensor shall provide, or cause to be provided, during the term of this Agreement, security protection similar to that afforded to other Licensees at the Facility, and it will issue and enforce rules and regulations with respect to all portions of the Facility. The Licensee shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire at its own cost. Any extra security protection shall be subject to Licensor regulation and shall in no way hinder or interfere with Licensor.
- 8.7 The delivery to the Facility of any and all materials relating to the advertising concession shall be in a manner and location established by the Licensor.

Article IX.

COMPLIANCE AND GOVERNING LAW

- 9.1 The Licensee, its officers, agents, servants, employees, contractors, and licensees shall, in the carrying out of this Agreement, comply with all present and future laws, ordinances, orders, directives, rules and regulations of the United States of America, the State of North Carolina, the County of Cumberland and the City of Fayetteville, their respective agencies, departments, authorities or commissions ("Applicable Law").
- 9.2 Except as otherwise provided herein, Licensee shall pay, or in good faith contest, on or before their respective due dates, to the appropriate collecting authority, all federal, state and local taxes and fees if any may be levied upon Licensee on account of the business being conducted by Licensee in the Assigned Areas. It is the expressed intent of the parties that this Agreement not be a lease and that this Agreement grants no real property rights to Licensee. Licensee's advertising displays and equipment shall not be viewed as the real property of Licensee. Licensee shall not be liable for any property, real estate, or lease tax levied at the Facility. Per Article V, Improvements by Licensee (5.15), if such taxes are levied on permanent improvements prior to the expiration or earlier termination of this Agreement, the Licensee shall be responsible for the payment or abatement of such taxes. If such taxes are levied on said improvements after the expiration or earlier termination of this Agreement, Licensor shall be responsible for the payment or abatement of such taxes, as applicable. Licensee shall maintain in current status all federal state, and local licenses and permits required for the operations of the business conducted by Licensee.
- 9.3 Licensee shall pay wages that are not less than the minimum wages required by law to persons employed on its operations hereunder.
- 9.4 The laws of North Carolina govern this Agreement. Any disputes relating to this Agreement must be resolved in accordance with the laws of the State of North Carolina.

Article X.

ASSIGNMENTS AND SUBAGREEMENTS

10.1 Licensee shall not assign this Agreement or allow same to be assigned by operation of law or otherwise without the prior written consent of Licensor.

Article XI.

INSURANCE AND INDEMNIFICATION

- 11.1 Licensee shall protect, defend, indemnify and hold Licensor, its officers, employees, invitees, boards and commissions, completely harmless from the against any and all liabilities, demands, suits, claims, losses, fines or judgments arising by reason of the injury or death of any person or damage to any property, including all costs from investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever to the extent caused by the negligence or willful misconduct of Licensee, its agents, employees, invitees, licensees, or contractors and arising out of or incident to the operation of the Facility advertising program pursuant to this Agreement or the use by Licensee of the Assigned Areas, regardless of where the injury, death or damage may occur. Licensee shall have the right to control the defense of any such claim, suite or other action as mentioned above for which Licensee indemnifies the Licensor. This subsection shall not create any third party rights and shall not be interpreted as a waiver by the Licensor of any immunities or limitations on damages available to the Licensor pursuant to Applicable Law. Indemnification of Licensor by Licensee does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.
- 11.2 Licensee shall maintain throughout the Term Commercial General Liability insurance in an amount of not less than One Million Dollars (1,000,000.00) combined single limit. Such insurance policies shall name the Licensor, its officers, employees, boards and commission as additional insures to the full extent of Licensee's insurance coverage but in no event less than the required minimum coverage limit amount.
- 11.3 Licensee shall maintain throughout the Term, workers' compensation insurance as statutory limits.
- 11.4 Licensee agrees that all insurance policies specified herein, except workers' compensation, shall contain a severability of interest or cross liability provision endorsement which shall read generally as follows:

In the event of one of the assured incurring liability to any other of the assured, this policy shall cover the assured against whom claim is or may be made in the same manner as if separate policies had been issued to each assured. Nothing contained herein shall operate to increase the limits of liability.

Licensee agrees that all insurance policies shall provide that they will not be altered or canceled without thirty (30) days advance written notice to the Licensor. Such insurance

must provide that it will be considered primary insurance as respects any other valid and collectible insurance, self-insured retention, or deductible the Licensor may possess. Any other insurance or self-insured retention of the Licensor shall be considered excess insurance only.

- 11.6 Licensee shall obtain all insurance required from an insurance company or companies licensed to do business in the State of North Carolina. The insurance company must be acceptable to the Licensor. Approval may be denied a company based on its best rating or other indication of financial inadequacy.
- 11.7 Licensee shall provide to the Licensor such evidence of compliance with Licensor's insurance requirements as the Licensor may from time to time request. At a minimum the Licensee shall provide licensor with an annual update of its certificate of insurance. All such certificates shall be completed to show compliance with Licensee's obligation hereunder. The Licensor may also require copies of the declaration pages, insurance policy, and endorsements thereto.

Article XII.

TERMINATION OF LICENSOR

- 12.1 In addition to all other remedies available to the Licensor, this Agreement shall be subject to termination by Licensor, at its election, should any one or more of the following events occur ("Licensee Default"):
 - a. If Licensee shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on Licensee's part to be performed and observed and if such neglect or failure should continue for a period of thirty (30) days after receipt by Licensee of written notice of such neglect or failure or, if more than thirty (30) days shall be required because of the nature of the default, if licensee shall fail within said thirty (30) day period to commence and thereafter diligently proceed to cure such default;
 - b. If the concession rights hereby created shall be taken by execution or by other process of law;
 - c. The taking by a court of competent jurisdiction of Licensee's assets pursuant to proceedings under the provisions of any federal or state reorganization code or act, insofar as the enumerated remedies for license default are provided for or permitted in such code or act;
 - d. If any court of competent jurisdiction shall enter a final order with respect to Licensee providing for modification or alternation of rights of creditors;
 - e. If Licensee shall fail to make productive use of the Assigned Areas; or,
 - f. If Licensee shall abandon all or any part of the Assigned Areas or shall discontinue the conduct of its operations in all or any part of the Assigned Areas
- 12.2 In the event Licensee shall fail to cure a Licensee default within the time herein specified, the Licensor, then, or at any time thereafter, while such breach is continuing, shall have

- the right, at its election, to terminate this Agreement by giving at least ten (10) days written notice to Licensee.
- 12.3 If Licensor shall terminate this Agreement by reason of a condition of Licensee default, Licensee shall forthwith remove its non-permanent improvements, fixtures, displays and equipment from the Assigned Areas at its own expense. Per Article V (5.15), if same is not removed within sixty (60) days, title to said property shall, at the option of Licensor, vest in Licensor at no cost to Licensor.

Article XIII.

TERMINATION BY LICENSEE

- 13.1 In addition to all other remedies available to the Licensee, this Agreement shall be subject to termination by the Licensee, as its election, should any one or more of the following events occur ("Licensor Default"):
 - a. The issuance of an order or injunction by any court of competent jurisdiction preventing or restraining the use of the Facility in such a manner as to substantially restrict the Licensee from conducting its operation of the Facility display advertising concession where such order or injunction was not caused by any act or omission of the Licensee; provided that such order or injunction remain in force of such injunction for at least sixty (60) days;
 - b. The breach by the Licensor of any of the material terms, covenants, or conditions of this Agreement to be kept, performed, and observed by the Licensor, and the failure of the Licensor to remedy such breach, for a period of sixty (60) days after receipt of written notice from the Licensee of the existence of such breach;
 - c. The assumption of the United States Government, or any authorized agency thereof, of the operation, control or use of the Facility and its facilities in such a manner as to substantially restrict the Licensee from conducting its display advertising concession if such restriction be continued for a period of sixty (60) days or more;
 - d. If the number of enplaned passengers at the Facility decreases forty percent (40%) or more below the traffic recorded during the same quarter of calendar year : or.
 - e. The destruction of such a significant portion of the Facility terminal building(s) due to fire, earthquake or any other causes not the fault of Licensee so as to make continuation of the advertising concession commercially unreasonable.
- 13.2 In the event of any Licensor default, the Licensee shall, in lieu of or in addition to termination of this Agreement, be granted an abatement in all of its obligations, fees and charges which may otherwise have been due Licensor from the outset of such Licensor default until the cessation of such event of default.
- 13.3 In the event any condition of Licensor default shall occur, Licensee shall, then, or at any time thereafter while such breach or event it continuing, having the right, at its election,

to terminate this Agreement by giving at least ten (10) days written notice to Licensor. Licensee shall, upon the passing of the ten (10) days, quit and surrender the Assigned Areas and all permanent improvements, as described in Articles 4.2 and 5.15, to the Licensor. In such event, Licensee shall be reimbursed by the Licensor for the undepreciated portion of its actual capital costs (including, without limitation, construction and installation costs) of the permanent and nonpermanent improvements, fixtures, displays and equipment used or acquired to be used in the Assigned Areas per a ten (10) year straight-line depreciation schedule substantiated by actual invoices.

Article XIV.

SECURITY

14.1 Licensee agrees to observe all security requirements of the Federal Aviation Regulations Part 107, and the Licensor's security rules and regulations, as the same may be from time to time amended. Licensee shall take steps as may be necessary or directed by the Licensor to ensure that its employees, guests, invitees, agents and contractors observe these requirements. Further, Licensee agrees to pay fines as may be levied by Federal Aviation Administration or like agencies for regulatory infractions directly attributable to its employees, guests, invitees, visitors, agents or contractors.

Article XV.

FIRE AND OTHER DAMAGE

15.1 In the event that structural or permanent portions of the Assigned Areas shall be partially damaged by fire or other casualty not the default of Licensee, the Licensee shall give immediate notice after discovery thereof to the Licensor and the same shall be repaired at the expense of the Licensor without unreasonable delay unless Licensor determines that the damage is so extensive that repair or rebuilding is not feasible. From the date of such casualty until such area is so repaired (including if such area is not repaired), Percentage Fee payments hereunder shall abate in the amounts proportional to the loss of available advertising space; provided, however, that if an area shall be so slightly injured in any such casualty so as not to be rendered unfit for normal usage, the fees related thereto shall not cease or be abated during any repair period. In the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of the Licensor not to rebuild the same, then, at the option of the Licensor or Licensee, upon thirty (30) days written notice to the other, this Agreement as it applies to said area shall cease and come to an end, and the fees payable to the Licensor shall be proportionally adjusted to represent the loss of the use of the area to Licensee. If the Licensor elects to rebuild said areas, the Licensor shall notify Licensee of such intention within thirty (30) days of the date of the damage.

Article XVI.

AMENDMENT

16.1 This Agreement constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

Article XVII.

APPROVALS BY

17.1 Whenever this Agreement calls for approval by the Licensor, such approval shall be evidenced by the written approval of the Airport Director or his designee.

Article XVIII.

ENVIRONMENTAL PROTECTION

18.1 Licensee agrees to comply in the performance of this Agreement with all applicable environmental laws, statues, ordinances, regulations and orders, including all rules and regulations adopted by Licensor relating to protection of the environment.

Article XIX.

GENERAL PROVISIONS

- 19.1 <u>Federal Aviation Act, Section 308</u> Nothing herein contained shall be deemed to grant the Licensee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act. Without derogation to the Act and subject to the terms and provisions hereof, the Licensee shall have the sole right to use the Assigned Areas for advertising purposes under the provisions of this Agreement.
- 19.2 <u>Subordination to Agreements with the United States Government</u> This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the Licensor and the United States Government relative to the operation or maintenance of the Facility, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the Licensor for Licensor purposes, or the expenditure of federal funds for the improvement or development of the Licensor, including the expenditure of federal funds for the development of the Facility in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. The Licensor covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof
- 19.3 <u>Non-waiver of Rights</u> No waiver of default by either party of any of the terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the

terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

19.4 <u>Notices</u> – All notices, requests and other communications under this Agreement shall be effectively given only if in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid or by nationally recognized and receipted overnight courier services (e.g. Fedex, DHL or Airborne Express) guaranteeing next business day deliver, addressed as follows:

If to Licensor:

Name: City of Fayetteville, Address: 339 Alexander St.

Attn: Real Estate Manager Fayetteville, NC 28301

If to Licensee:

Name: Interspace Airport Advertising

Address: 4635 Crackersport Road

Attn: _____ Allentown, PA 18104-9597

or such addresses of which Licensor or Licensee shall have provided notice as herein provided.

- 19.5 <u>Captions</u> The headings of the several articles of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- 19.6 <u>Severability</u> If one or more clauses, sections or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, the parties hereto agree that the remaining portions of this Agreement or portions thereof shall not be affected thereby, and such remaining provisions or portions thereof shall remain in full force and effect.
- 19.7 <u>Right to Develop Facility</u> The Licensor reserves the right to engage in further major development and improvement of the Facility as it may see fit regardless of the desire or view of the Licensee and without interference or hindrance, subject to the terms and conditions contained herein.
- 19.8 <u>Incorporation of Required Provisions</u> The parties incorporate herein by reference all provisions lawfully required to be contained herein by any governmental body or agency.
- 19.9 <u>Non-liability of Officers and Employees</u> No member, director or officer of any Licensor board or commission or its sponsoring authority, nor any officer, director, employee, elected or appointed official of Licensee shall be charged personally or held

- personally or held contractually liable by or to the other due to any breach of this Agreement or relating to the execution of this Agreement.
- 19.10 <u>Successors and Assigns Bound</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, where permitted by this Agreement.
- 19.11 <u>Right to Amend</u>. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Facility, or otherwise, the Licensee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.
- 19.12 <u>Force Majeure</u>. Neither the Licensor nor the Licensee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.
- 19.13 <u>Right of Relocation</u>. The Licensor reserves the general right to relocate portions of the Assigned Area. Notice of such relocation demands shall be provided to Licensee in writing from the Licensor no less than sixty (60) days prior to such relocation requirement. Subsequent costs and the financial impact to Licensee of such relocation shall be deducted by Licensee from subsequent Percentage Fee payments.
- 19.14 Venue and Forum Selection. The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Twelfth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.
- 19.15 Morality Clause. If, in the sole opinion of the City of Fayetteville, at any time Licensee or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by the City of Fayetteville or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the City of Fayetteville's finances, public standing, image, or reputation or are embarrassing or offensive to the City of Fayetteville or may reflect unfavorably on the City of Fayetteville or are derogatory or offensive to one or more employee(s) or customer(s) of the City of Fayetteville, the City of Fayetteville may immediately upon written notice to Licensee terminate this Contract, in addition to any other rights and remedies that the City of Fayetteville may have hereunder or at law or in equity.

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

Article XX.

DISADVANTAGED BUSINESS ENTERPRISE AND NONDISCRIMINATION

- 20.1 Licensee agrees to submit all information necessary for the Licensor to determine the eligibility of an individual or firm for certification as a Disadvantaged Business Enterprise, or a regional or local sub-operator. Licensee agrees that it will comply with the Licensor's Disadvantaged Business Enterprise Program, which Program shall be in accordance with 49 CFR Part 23 and shall apply to Licensee as a "Licensor Licensee." Licensee agrees that participation by Disadvantaged Business Enterprise will be in accordance with the goals and objectives of the Licensor's Program.
- 20.2 <u>Nondiscrimination</u>. The Licensee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E.

Article XXI.

ENTIRE AGREEMENT

21.1 The parties hereto understand and agree that this instrument contains the entire agreement between the parties hereto. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth. No claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

- 21.2 The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.
- 21.3 The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachment hereto, and have sought and receive whatever competent advice and counsel necessary for them to from a full and complete understanding of all rights and obligations herein.

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

	CITY OF FAYETTEVILLE
ATTEST:	City Manager
Secretary	
	LICENSEE
ATTEST:	Chairman
Secretary	
STATE OF NORTH CAROLINA COUNTY OF	
thatacknowledged that he/she is	, Notary Public of said County and State, do hereby certify, personally appeared before me this day and of, being authorized to do so, executed the foregoing
on behalf of the corporation.	, being authorized to do so, executed the foregoing
Witness my hand and notaria	al seal, this the day of, 2022.
	Notary Public

STATE OF NORTH CAROLINA COUNTY OF	
	, Notary Public of said County and State, do hereby certif, personally appeared before me this day and
	of of, being authorized to do so, executed the foregoing
on behalf of the corporation.	
Witness my hand and notaria	l seal, this the day of, 2022.
	Notary Public
	My commission expires:

My commission expires:

Exhibit C

Interspace Airport Advertising Collection Procedures

- Personal phone contact is attempted throughout the quarter to answer customer questions or to resolve any discrepancies.
- Monthly statements of accounts are sent to each advertiser.
- After 10 days, the advertiser is sent a letter requesting payment and/or appropriate address or billing changes.
- After 20 days, a letter is sent requesting immediate payment, and advertisers are warned that further delinquency will result in display removal.
- After 45 days, the advertiser is informed that the display is being removed and held as collateral with the security deposit until payment in full is received.
- Appropriate legal action is pursued when necessary.



City of Fayetteville

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

City Council Action Memo

File Number: 22-2857

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.014

TO: Mayor and Members of City Council

THRU: Elaina Ball, PWC CEO/General Manager

Fayetteville Public Works Commission

FROM: Fayetteville Public Works Commission

DATE: August 8, 2022

RE:

Phase 5 Annexation Area 32 East Section II Preliminary Assessment Resolution to be Adopted and Public Hearing

COUNCIL DISTRICT(S):

6

Relationship To Strategic Plan:

High Quality Built Environment - Neighborhoods and Infrastructure

Executive Summary:

Adopting the Preliminary Assessment Resolution is part of the statutory requirement process for providing sewer within the Phase 5 Annexation area.

Background:

Providing sanitary sewer service to Area 32 East Section II of the Phase 5 Annexation requires adoption of the Preliminary Assessment Resolution by City Council. I am enclosing the original Preliminary Assessment Resolution for all streets within Area 25 where we anticipate utilities being installed and for which property owners will be assessed a portion of the utility installation cost.

After adoption of the Preliminary Assessment Resolution, PWC will publish the required

File Number: 22-2857

notice and mail copies of the Resolution to the affected property owners prior to the public hearing. You will note the Resolution contains the date and time for the public hearing regarding this issue which is **September 12, 2022**.

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

N/A

Recommended Action:

Staff recommends Council move to adopt the attached Preliminary Assessment Resolution and hold the public hearing on **September 12**, **2022**

Attachments:

Preliminary Assessment Resolution - Phase V Annexation Utility Improvement Project Area 32 East Section II.

RESOLUTION AND ORDER TO FILE AND PUBLISH A PRELIMINARY ASSESSMENT RESOLUTION FOR THE EXTENSION OF THE SANITARY SEWER COLLECTION SYSTEM IN ALL OR A PORTION OF THE STREETS WITHIN AREA 32 EAST SECTION 2 OF THE PHASE 5 ANNEXATION LISTED ON EXHIBIT "A".

WHEREAS, The City Council of the City of Fayetteville has determined that it may be in the best interest of the City to extend its sanitary sewer collection system and that in order to provide such an extension, it would be necessary to assess part of the cost thereof upon the real property abutting thereon:

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Fayetteville, North Carolina:

- 1. That it is intended that the sanitary sewer system of the City of Fayetteville shall be extended by constructing a sanitary sewer collection system over, along, and to the following property under and by virtue of Chapter 160A, Article 10 of the General Statutes of North Carolina and the procedure therein established.
- 2. That an assessment upon the property receiving benefit of the sanitary sewer extension in the amount of \$5,000 be hereafter assessed for what is described as single family residential parcels requiring one sewer service lateral with remaining property being assessed at an equal rate of \$55.56 per foot of road frontage but not less than ninety (90) feet plus the average cost for service laterals as may be installed for the benefit of the non-single family residential parcels.
- 3. That the assessment herein provided for shall be payable in cash or, if any property owner shall so elect and give notice of that fact to the City Council by and through its Public Works Commission in accordance with Chapter 160A, Sections 232 and 233 of the General Statutes of North Carolina, they shall have the option and privilege of paying the assessment over a term of ten (10) equal annual installments, said installments to bear

	ly 1 st of the fiscal year the assessment roll is to be , not to exceed the maximum allowed by law.
1	vered by this Resolution shall be held on the 12 th all Council Chamber in the City of Fayetteville,
PASSED AND APPROVED BY TH	E CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, NORTH CAROLINA, or	n this, the day of, 2022; such meeting
was held in compliance with the Open Meeting	ngs Act, at which meeting a quorum was present
and voting.	
	CITY OF FAYETTEVILLE
	Mitch Colvin, Mayor
ATTEST:	
Pamela J. Megill, City Clerk	

EXHIBIT "A"

PHASE V ANNEXATION - AREA 32 EAST SECTION 2

AREA 32 E SECTION 2

SEWER

STREET NAMES	FROM INTERSECTION	TO INTERSECTON
DUNDLE ROAD	SOUTHWARDLY FROM ROCKRIDGE LANE	TO KING ROAD
GLEN RAVEN DRIVE	NORTHWESTERLY FROM DUNDLE ROAD	TO LAVERNE DRIVE
	SOUTHWARDLY FROM STONEY POINT	
LAVERNE DRIVE	ROAD	TO GLEN RAVEN DRIVE
STONEY POINT		
ROAD	SOUTHEASTERLY FROM BRADDY ROAD	TO TOGGLE AVENUE



City of Fayetteville

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

City Council Action Memo

File Number: 22-2816

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.015

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

FROM: Sheila Thomas-Ambat, Public Services Director

Byron Reeves, Assistant Public Services Director - Engineering

DATE: August 8, 2022

RE:

Bid Recommendation - Resurface Various Streets 2023 - Phase I

COUNCIL DISTRICT(S):

ΑII

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

The Council is asked to approve award of, and authorize the execution of a contract for Resurface Various Streets 2023 - Phase I. The lowest responsive, responsible bidder, Highland Paving Company, LLC, Fayetteville, NC, is recommended.

Background:

The Resurface Various Street, 2023 - Phase I project primarily consists of: Resurfacing (53) streets (approximately 12.69 miles). The work includes, but is not limited to, milling, removing and replacing curb and gutter, installing and retrofitting handicap ramps, utility adjustments, cutting out and patching areas, placing leveling and overlay courses, thermoplastic pavement markings.

The project was advertised for bids to be opened on June 07, 2022; (3) bids were

File Number: 22-2816

received. Therefore, in accordance with North Carolina General Statutes, which require three (3) bids results are below.

\$3,875,351.45 Highland Paving, Co., LLC, Fayetteville, NC
 \$4,204,841.39 Mohammad Construction, LLC, Raleigh, NC
 \$4,318,718.20 Barnhill Contracting Company, Fayetteville, NC

Issues/Analysis:

None

Budget Impact:

Sufficient funds for this project have been included in the FY 2023 Budget.

Options:

- 1- Award contract and authorize the City Manager to execute a contract for Resurface Various Streets, 2023 Phase I with the lowest responsive, Highland Paving Co., LLC, Fayetteville, NC in the total amount of \$3,875,351.45.
- 2- Do not award contract and provide further direction to staff.

Recommended Action:

Staff recommends Council approve contract award and authorize the City Manager to execute a contract for Resurface Various Streets, 2023 - Phase I with the lowest responsive, responsible bidder, Highland Paving Company, LLC, Fayetteville, NC in the total amount of \$3,875,351.45.

Attachments:

Resurface Various Streets, 2023 - Phase I Bid Tab Resurfacing Street List and Maps Annexation Street List and Maps Pavement Preservation Program Treatment Techniques I

Barnhill Contracting Company

Highland Paving Co., LLC

| Extended | Amount | 3,000.00 | \$ 3,000.00 | 2,500.00 | \$ 2,500.00 |

2,500.00 \$ 2,500.00 1.00 \$ 790.00 1.00 \$ 20.00 330.00 \$ 20,790.00 330.00 \$ 1,980.00 53.70 \$ 122,436.00 789.00 \$ 126,240.00 \$ 277,756.00 \$ 3,875,351.45

Extended Amount

5,500.00 \$ 5,500.00 \$

1.85 \$ 1,461.50 \$

1.00 \$ 20.00 \$

365.00 \$ 22,995.00 \$

365.00 \$ 2,190.00 \$

66.25 \$ 151,050.00 \$

809.04 \$ 129,446.40 \$

\$ 328,862.90 \$

\$ 4318,718.20

16,200.00 5,500.00

16,200.00 \$ 5,500.00 \$

se Bid Item No.	Item Description	Unit	Estimated Quantity		Unit Price	Extended Amount		nt Unit Price		Extended Amount		
ems in Base Bid (excluding Allowances) per Section 01 29 01 "Measurement and Basis for Payment"												
A-01	Mobilization	LS	1	\$	153,700.00	\$	153,700.00	\$	190,000.00	\$	190,000.0	
A-02	Traffic Control	LS	1	\$	64,000.00	\$	64,000.00	\$	259,800.00	\$	259,800.0	
A-03	Remove and Dispose of Existing Concrete Curb & Gutter	LF	350	\$	35.00	\$	12,250.00	\$	35.00	\$	12,250.0	
A-04	Remove and Dispose of Existing Asphalt Pavement	SY	17697	\$	1.85	\$	32,739.45	\$	1.00	\$	17,697.0	
A-05	Unclassified Excavation	CY	1500	\$	1.00	\$	1,500.00	\$	1.00	\$	1,500.0	
A-06	Undercut Excavation	CY	50	\$	10.00	\$	500.00	\$	12.00	\$	600.0	
A-07	Select Borrow	CY	50	\$	10.00	\$	500.00	\$	15.00	\$	750.0	
A-08	Replace Curb & Gutter	LF	350	\$	38.00	\$	13,300.00	\$	38.00	\$	13,300.0	
A-09	Adjust Existing Manholes	EA	316	\$	365.00	\$	115,340.00	\$	330.00	\$	104,280.0	
A-10	Adjust Existing Watervalves	EA	225	\$	365.00	\$	82,125.00	\$	330.00	\$	74,250.0	
A-11	Adjustment Rings	EA	5	\$	430.00	\$	2,150.00	\$	250.00	\$	1,250.0	
A-12	Profile b Milling (0"-2"Depth)	SY	44751	\$	3.40	\$	152,153.40	\$	2.35	\$	105,164.8	
A-13	Incidental Milling	SY	500	\$	22.25	\$	11,125.00	\$	15.00	\$	7,500.0	
A-14	Bituminous Concrete Base Course (Type 25.0 B)	TN	50	\$	150.75	\$	7,537.50	\$	120.00	\$	6,000.0	
A-15	Bituminous Concrete Binder Course (Type I 19.0 B)	TN	4500	\$	155.75	\$	700,875.00	\$	120.00	\$	540,000.0	
A-16	Bituminous Asphalt Concrete Srfc. Course (Type S 9.5 B)	TN	10110	\$	73.55	\$	743,590.50	\$	53.70	\$	542,907.0	
A-17	Bituminous Asphalt Concrete Leveling Course (Type S 9.5 B)	TN	7381	\$	73.55	\$	542,872.55	\$	54.70	\$	403,740.7	
A-18	Asphalt Binder for Plant Mix PG 64-22	TN	1550	\$	809.04	\$	1,254,012.00	\$	789.00	\$	1,222,950.0	
A-19	Crack Sealing (Asphalt)	TN	25	\$	200.00	\$	5,000.00	\$	150.00	\$	3,750.0	
A-20	Incidental Stone	TN	17	\$	62.00	\$	1,054.00	\$	50.00	\$	850.0	
A-21	Shoulder Reconstruction	SY	1500	\$	11.75	\$	17,625.00	\$	12.00	\$	18,000.0	
A-22	Remove & Replace Precast Manhole Slab	EA	2	\$	4,850.00	\$	9,700.00	\$	2,425.00	\$	4,850.0	
A-23	Retrofit Existing Handicap Ramps	SY	7	\$	850.00	\$	5,950.00	\$	850.00	\$	5,950.0	
A-24	A.D.A. Handicap Ramps	SY	5	\$	1,850.00	\$	9,250.00	\$	1,850.00	\$	9,250.0	
B-1	(4"), White, 90 mils (Multi-use Line, Edgeline)	LF	31482	\$	1.20	\$	37,778.40	\$	1.20	\$	37,778.4	
B-2	(4"), White, 120 mils (Edgeline)	LF	75	\$	1.30	\$	97.50	\$	1.30	\$	97.5	
B-3	(4") Yellow, 120 mils (Centerline)	LF	4850	\$	1.30	\$	6,305.00	\$	1.30	\$	6,305.0	
B-4	(24"), White, 120 mils (Stop Bar Line)	LF	192	\$	25.00	\$	4,800.00	\$	25.00	\$	4,800.0	
B-5	Symbols, White, 120 mils (Left Turn Arrow)	EA	2	\$	300.00	\$	600.00	\$	300.00	\$	600.0	
B-6	Symbols, White, 120 mils (Right Turn Arrow)	EA	2	\$	300.00	\$	600.00	\$	300.00	\$	600.0	
B-7	Raised Reflective Pavement Markers, Non-Snow Plowable (Yellow & Yellow)	EA	29	\$	25.00	\$	725.00	\$	25.00	\$	725.0	
B-8	Raised Reflective Pavement Markers, Non-Snow Plowable (Crystal & Red)	EA	4	\$	25.00	\$	100.00	\$	25.00	\$	100.	
	Subtotal Resurface					Ś	3.989.855.30			Ś	3.597.595.4	

Bid Form Exhibit A
Resurface Various Streets 2022 Phase 1

Unit

SY 790 \$
CY 20 \$
EA 63 \$
EA 6 \$
TN 2280 \$
TN 160 \$

Mobilization
Traffic Control
Remove and Dispose of Existing Asphalt Pavement
Unclassified Excavation
Adjust Existing Manholes
Adjust Existing Watervalves
Bituminous Asphalt Concrete Srfc. Course (Type S 9.5 B)
Asphalt Binder for Plant Mix PG 64-22
Subtrata Appendition

Subtotal Annexation
Total

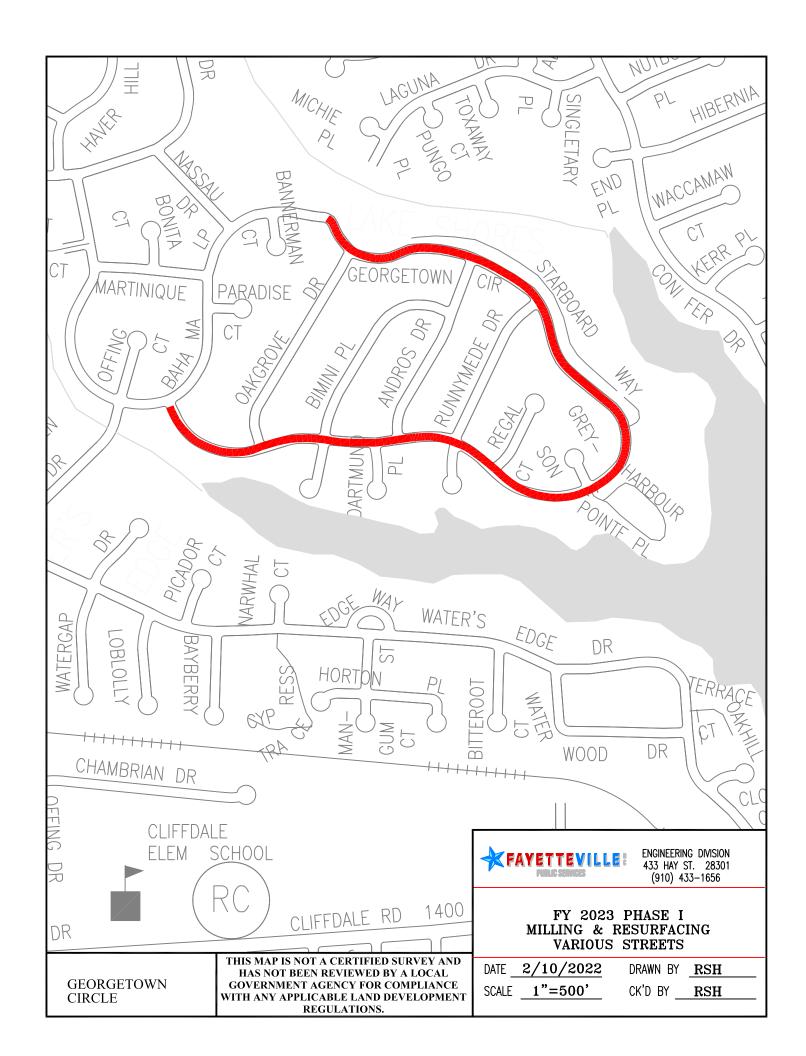
C-5

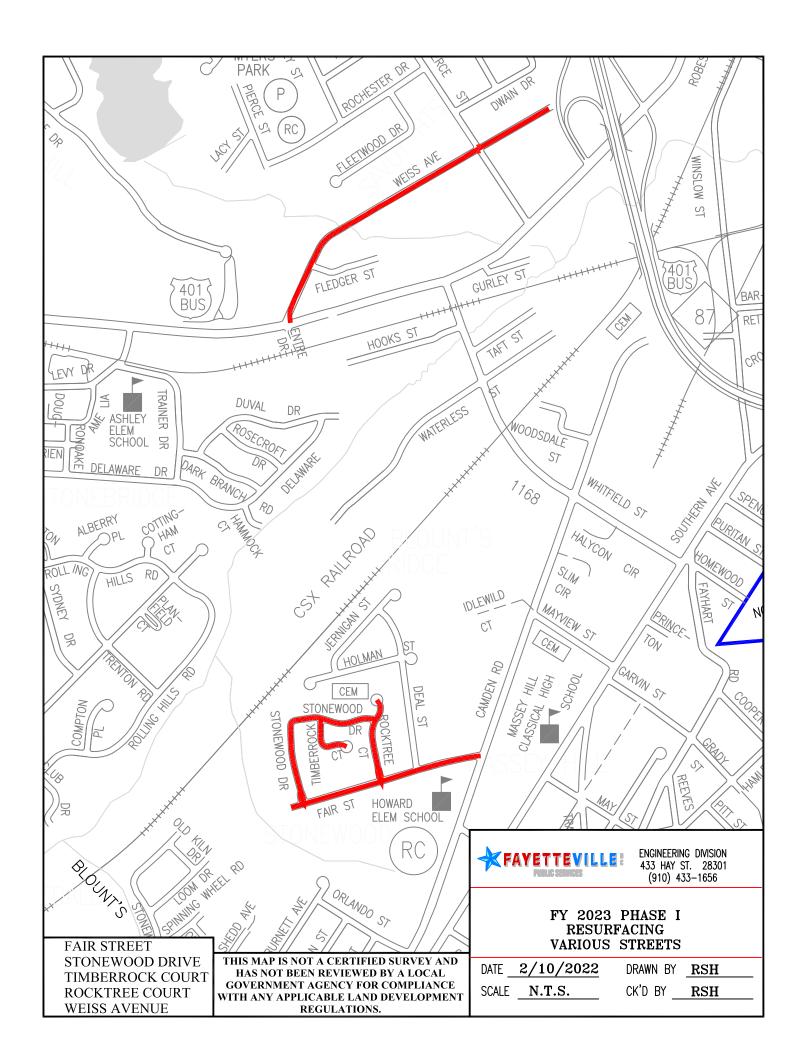


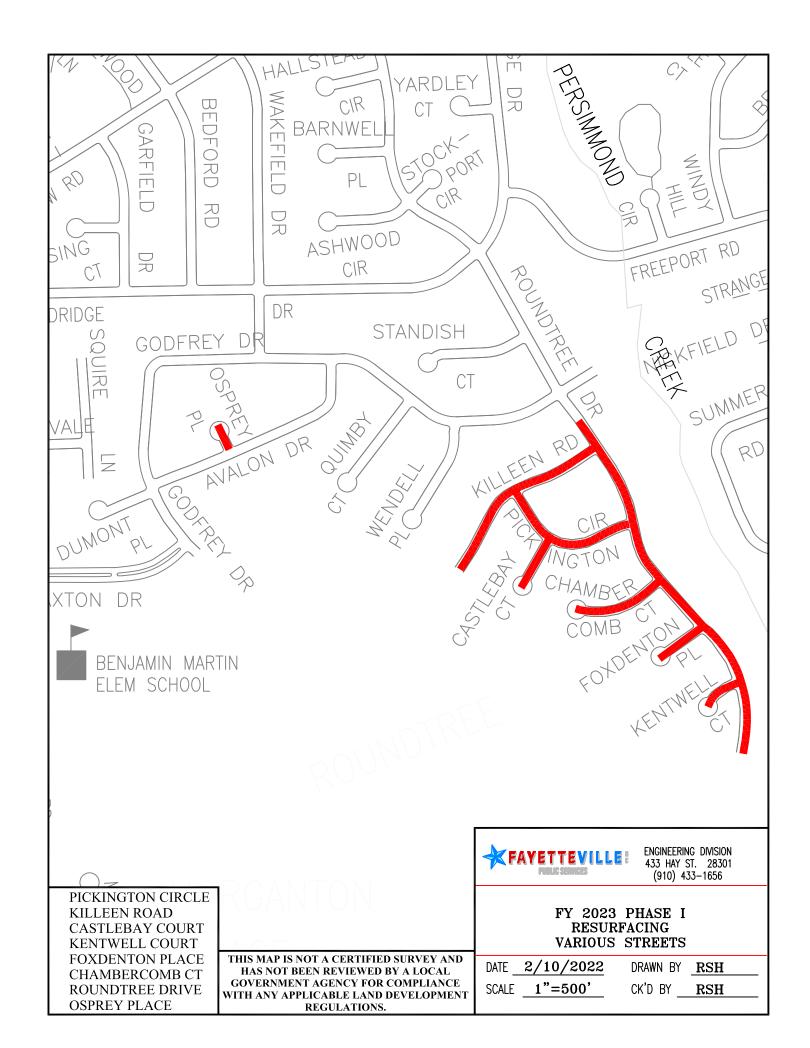
Resurface Various Streets 2023 PH I

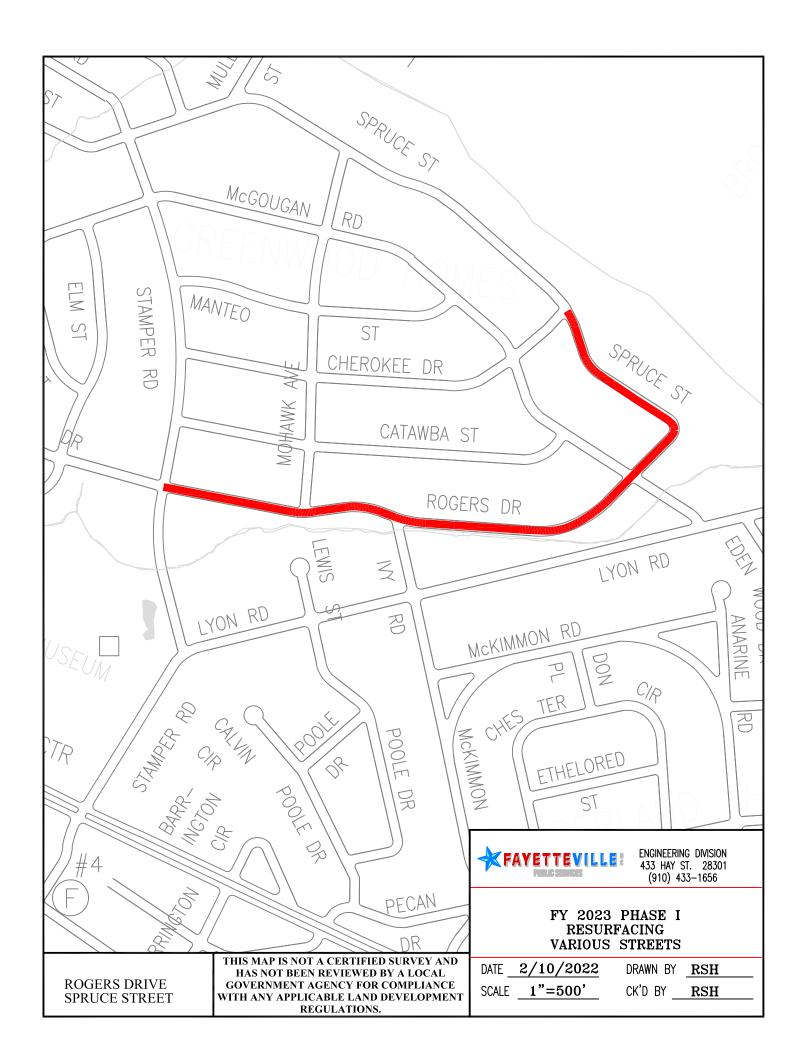
APPENDIX B Resurfacing Street List and Maps

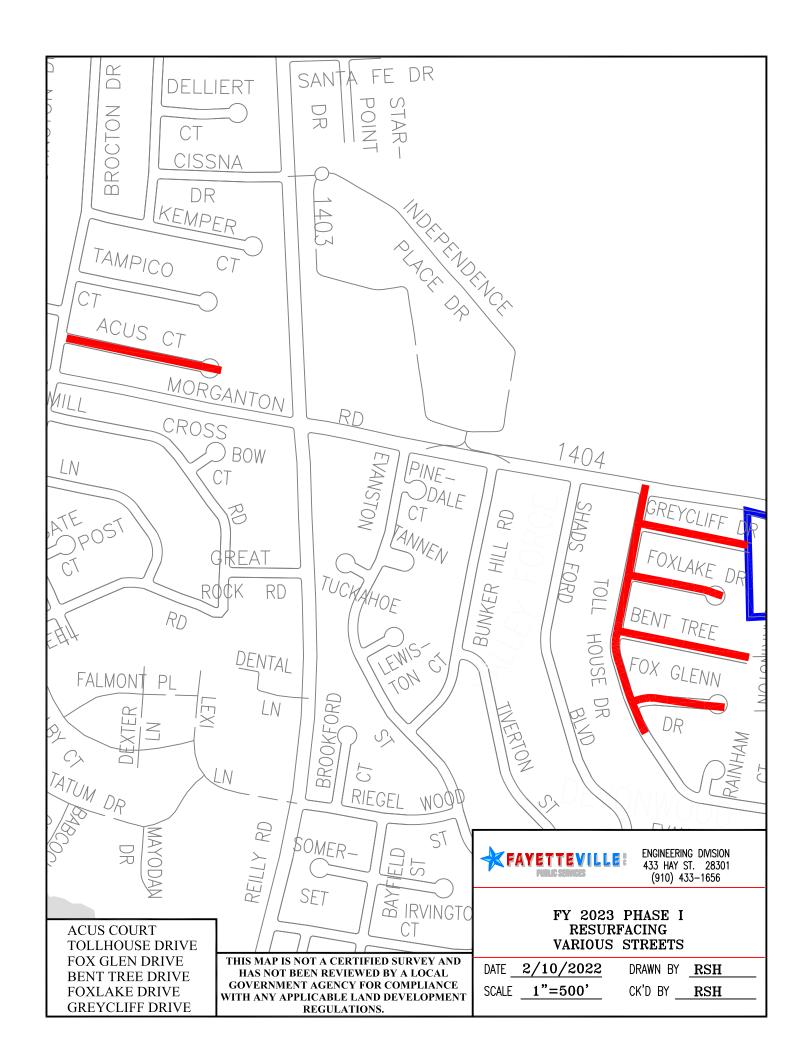




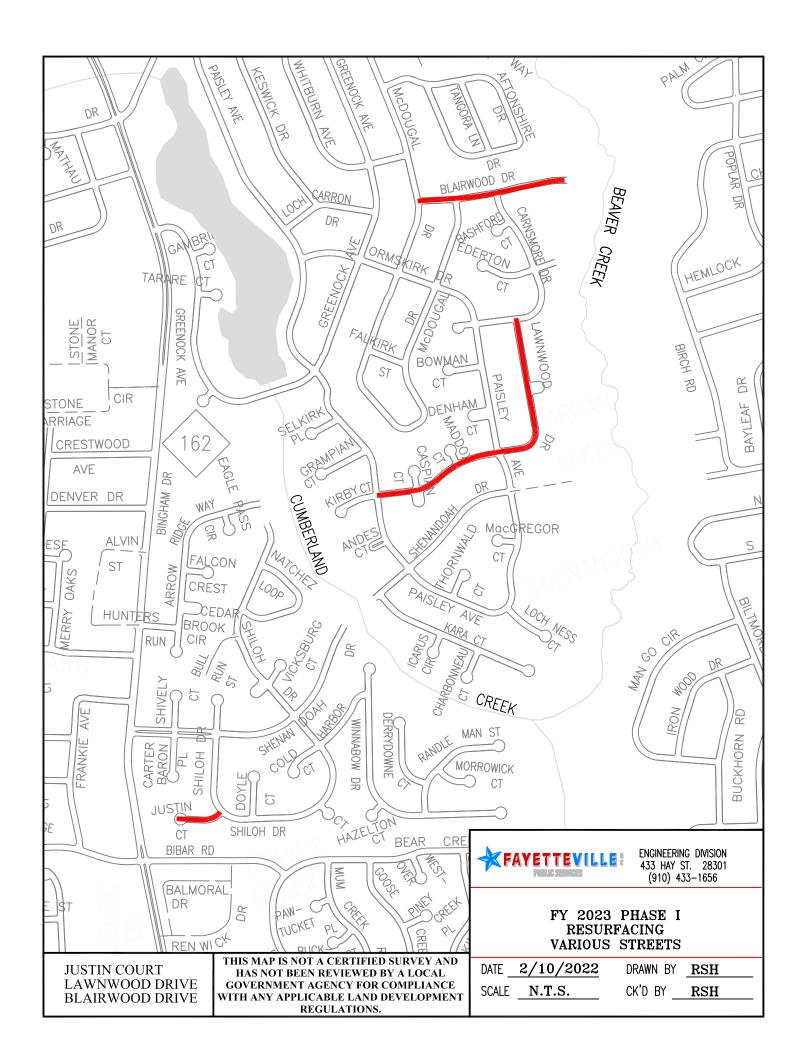


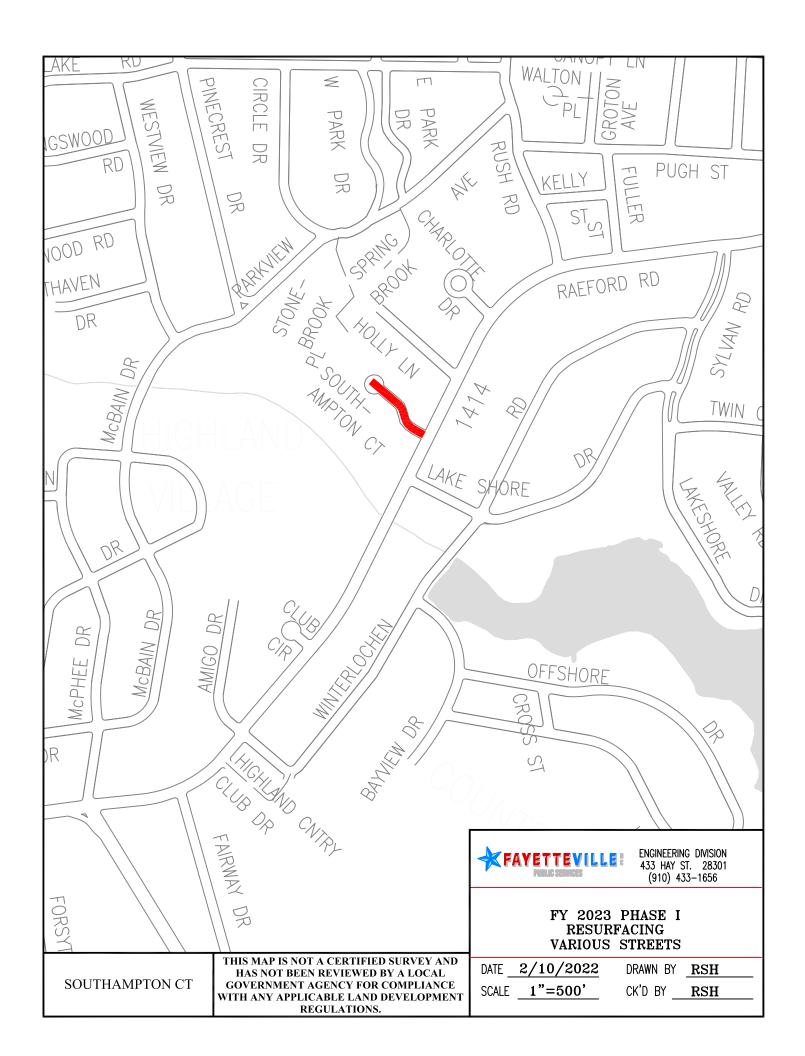


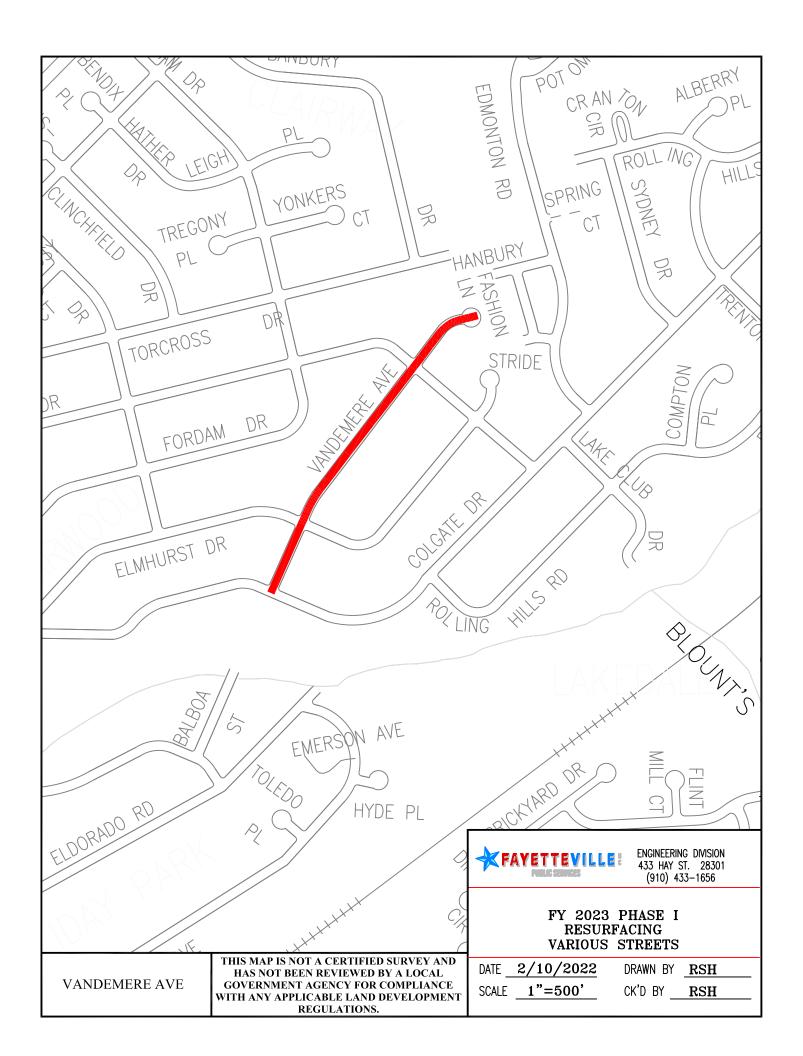


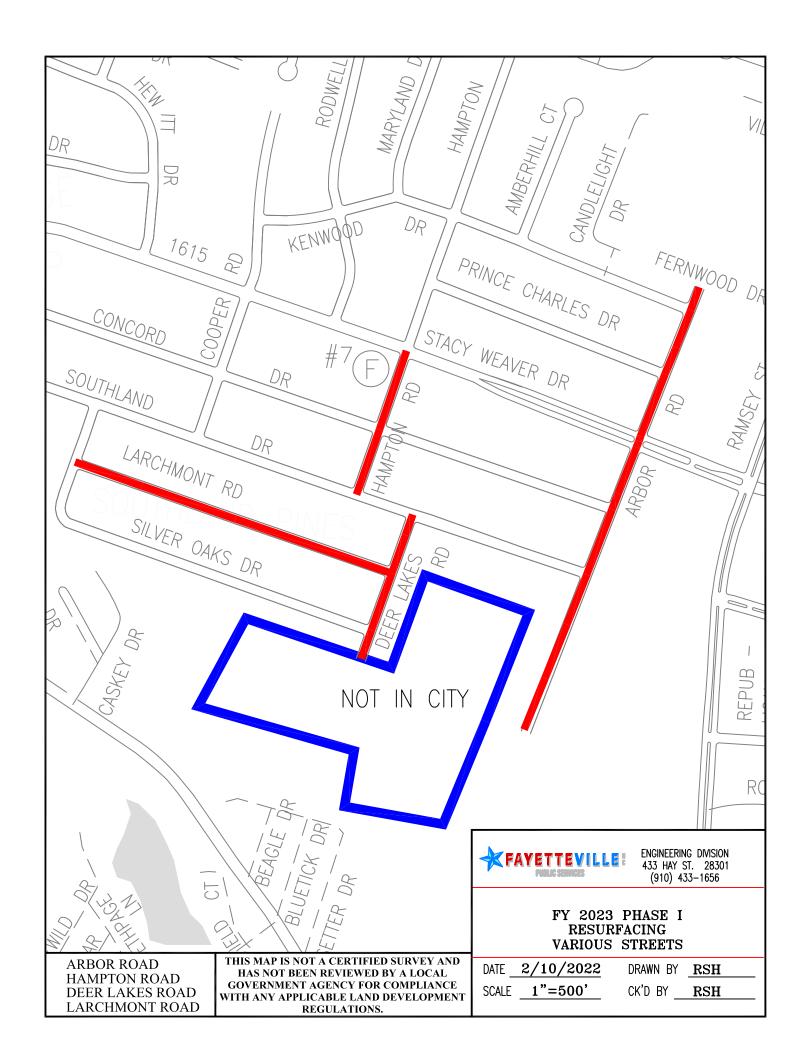


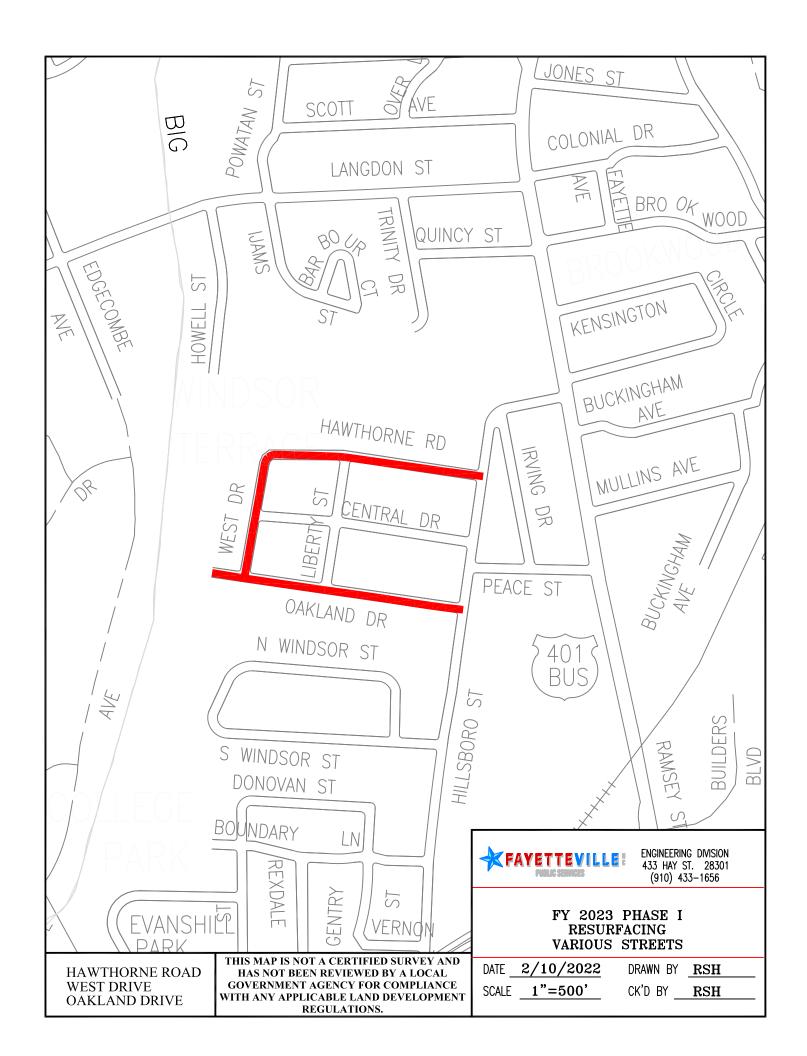


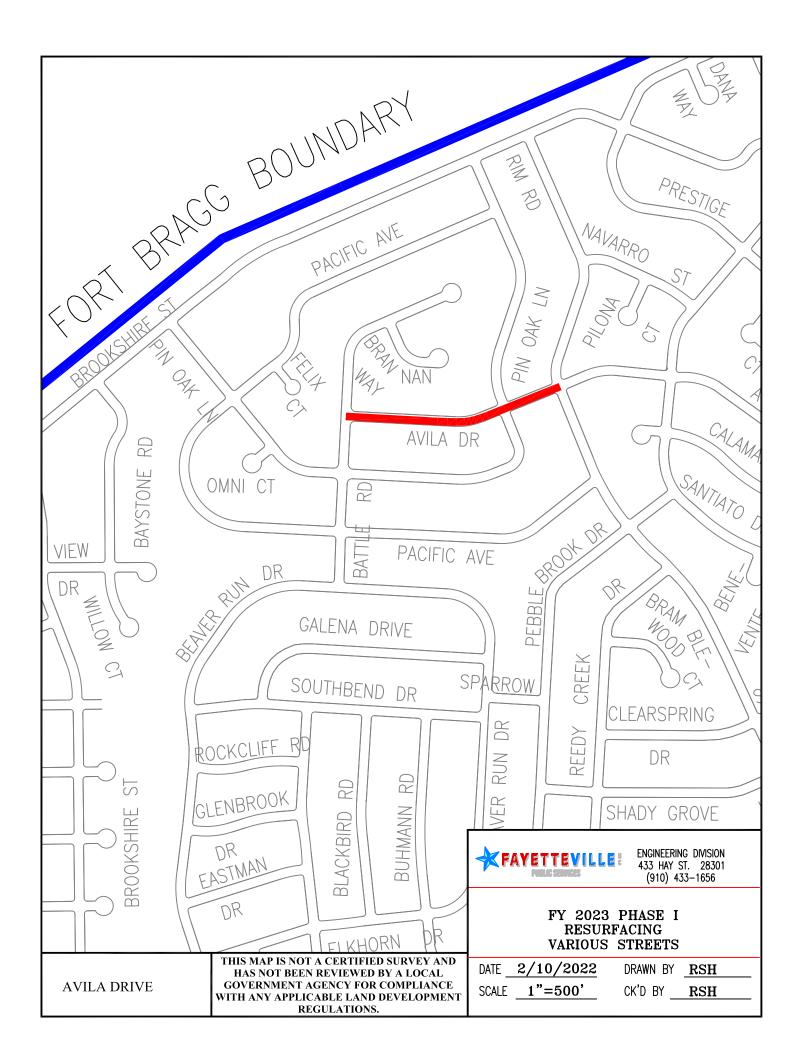


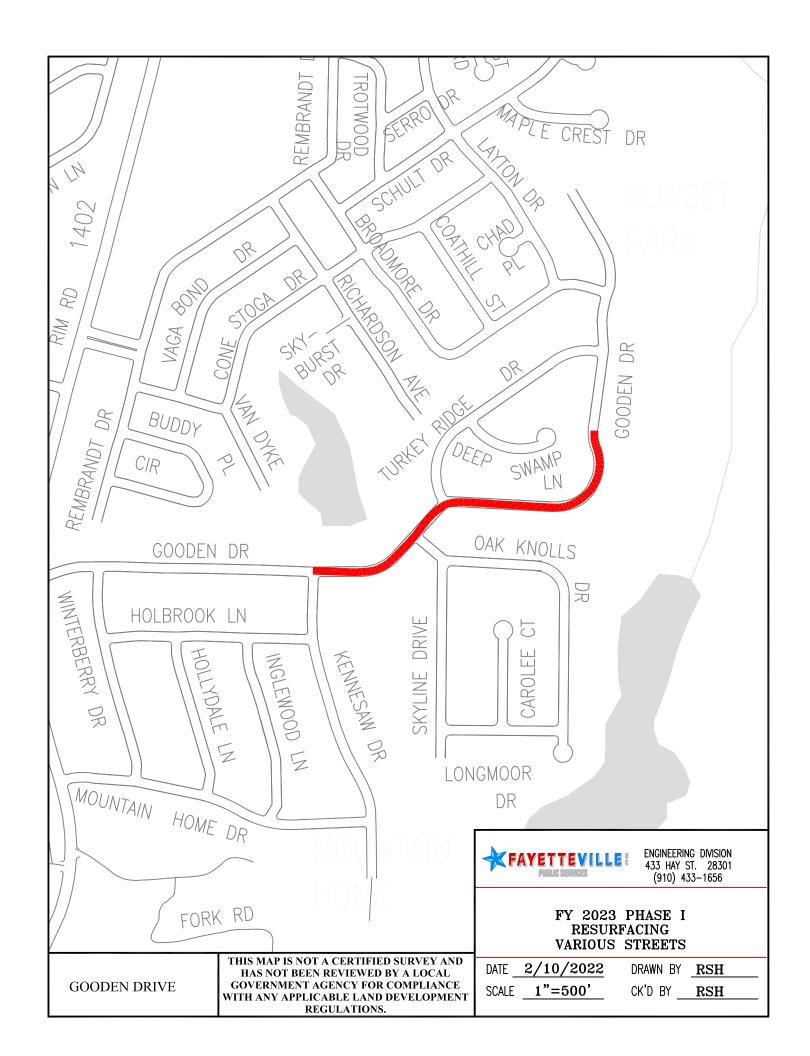


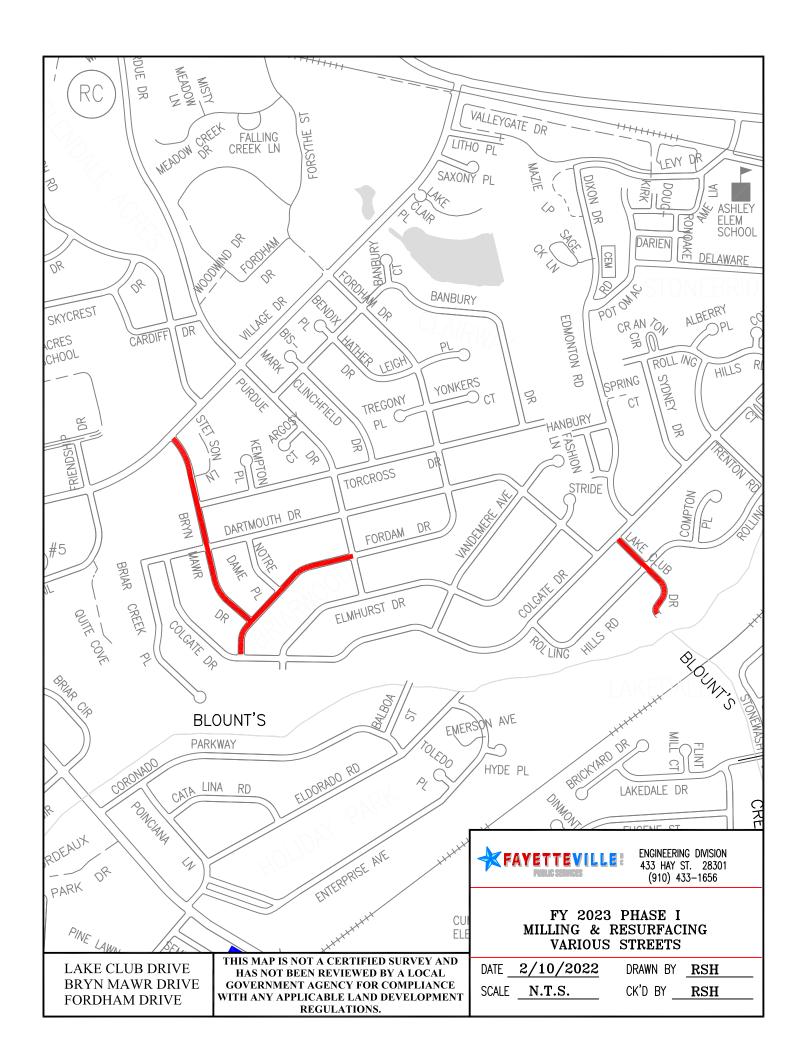


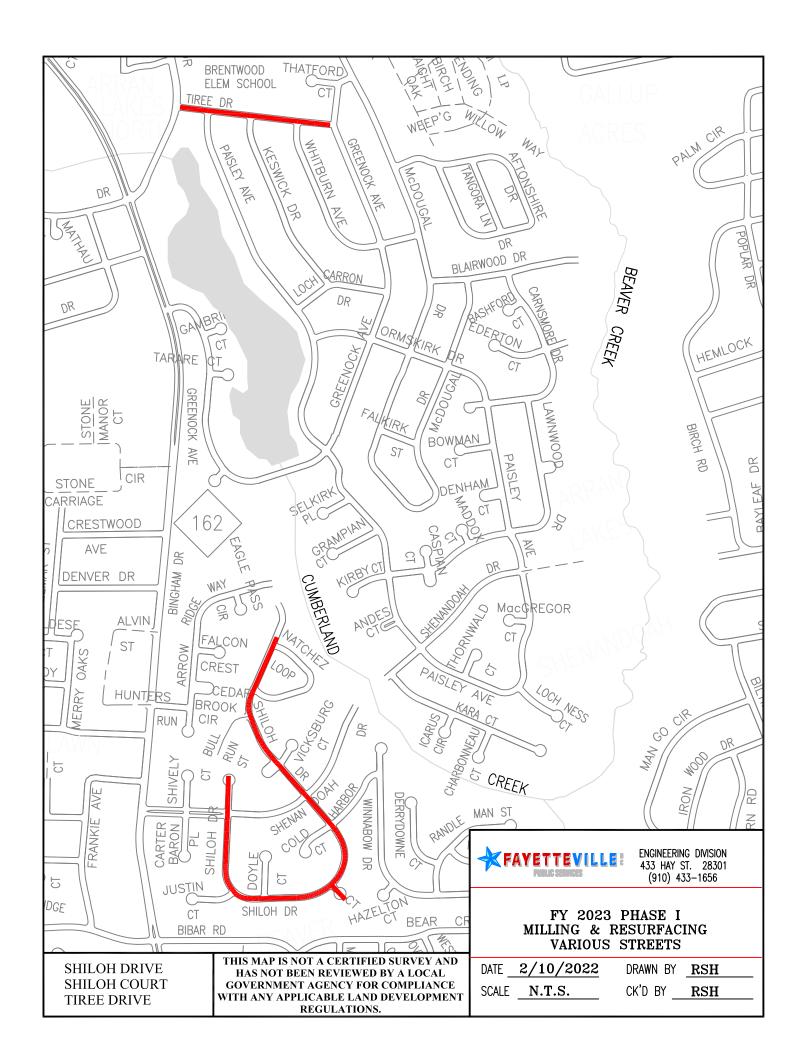












Proposed Resurface Various Streets, 2023 - Phase I						
Proposed Milling & Resurfacing Streets						
STREET	FROM	TO	LENGTH	WIDTH	MH	WV
LAKE CLUB DR	COLGATE DR	DEAD END	759	33	12.00	2.00
BRYN MAWR DR	VILLAGE DR	FORDHAM DR	1694	33	24	22
SHILOH DR	DEAD END	CUL-DE-SAC	4098	24	15	0
SHILOH CT	SHILOH DR	CUL-DE-SAC	160	24	1	1
FORDHAM DR	PURDUE DR	COLGATE DR	1334	33	28	10
TIREE DR	BINGHAM DR	GREENNOCK AVE	1300	26	4	0

 Length
 9345

 Mileage
 1.77

Proposed	Resurf	acing	Streets
----------	--------	-------	---------

STREET	FROM	TO	LENGTH	WIDTH	MH	WV
GEORGETOWN CIR	BAHAMA LOOP	BAHAMA LOOP	4957	26	21.00	32
FAIR ST	CAMDEN RD	DEAD END	1679	33	8	7
STONEWOOD DR	FAIR ST	ROCKTREE CT	1452	24	5	3
TIMBERROCK CT	STONEWOOD DR	CUL-DE-SAC	326	23	3	0
PICKINGTON CIR	ROUNDTREE DR	KILLEEN RD	760	23	5	4
KILLEEN RD	ROUNDTREE DR	DEAD END	982	24	4	3
CASTLEBAY CT	PICKINGTON CIR	CUL-DE-SAC	209	24	1	1
KENTWELL CT	ROUNDTREE DR	CUL-DE-SAC	128	23	2	0
FOXDENTON PL	ROUNDTREE DR	CUL-DE-SAC	183	23	1	0
CHAMBERCOMB CT	ROUNDTREE DR	CUL-DE-SAC	390	23	3	2
ROUNDTREE DR	443 ROUNDTREE DR	DEAD END	2034	32	12	12
ROCKTREE CT	FAIR ST	CUL-DE-SAC	584	27	4	5
ROGERS DR	STAMPER RD	SPRUCE ST	2896	33	10	10
ACUS CT	BROCTON DR	CUL-DE-SAC	815	32	2	1
LEMONT DR	CARROLLBURG DR	DECATUR DR	1000	32	4	0
JUSTIN CT	SHILOH DR	CUL-DE-SAC	382	24	2	1
SOUTHHAMPTON CT	RAEFORD RD	CUL-DE-SAC	328	20	3	2
TOLLHOUSE DR	MORGANTON RD	7149 TOLLHOUSE DR	1295	30	6	11
LAWNWOOD DR	CARNSMORE DR	PAISLEY AVE	2410	24	13	0
BLAIRWOOD DR	MCDOUGAL DR	DEAD END	1205	27	5	0
SPRUCE ST	ROGERS DR	CHEROKEE DR	826	33	3	1
VANDEMERE AVE	COLGATE DR	CUL-DE-SAC	1743	30	11	8
FOX GLEN DR	TOLLHOUSE DR	CUL-DE-SAC	405	23	2	2
BENT TREE DR	TOLLHOUSE DR	DEAD END	680	25	2	3
FOXLAKE DR	TOLLHOUSE DR	CUL-DE-SAC	414	23	2	2
ARBOR RD	DEAD END	DEAD END	2420	26	9	6
HAWTHORNE RD	HILLSBORO ST	WEST DR	1100	32	3	2
WEST DR	OAKLAND DR	HAWTHORNE DR	625	32	4	4
OAKLAND DR	HILLSBORO ST	DEAD END	1370	32	4	4
WEISS AVE	ROBESON ST	DEAD END	2824	33	11	14
HAMPTON RD	STACEY WEAVER DR	SOUTHLAND DR	761	25	4	3
DEER LAKES RD	SOUTHLAND DR	DEAD END	825	25	4	4
LARCHMONT RD	SILVER OAKS DR	DEER LAKES RD	1717	25	6	5

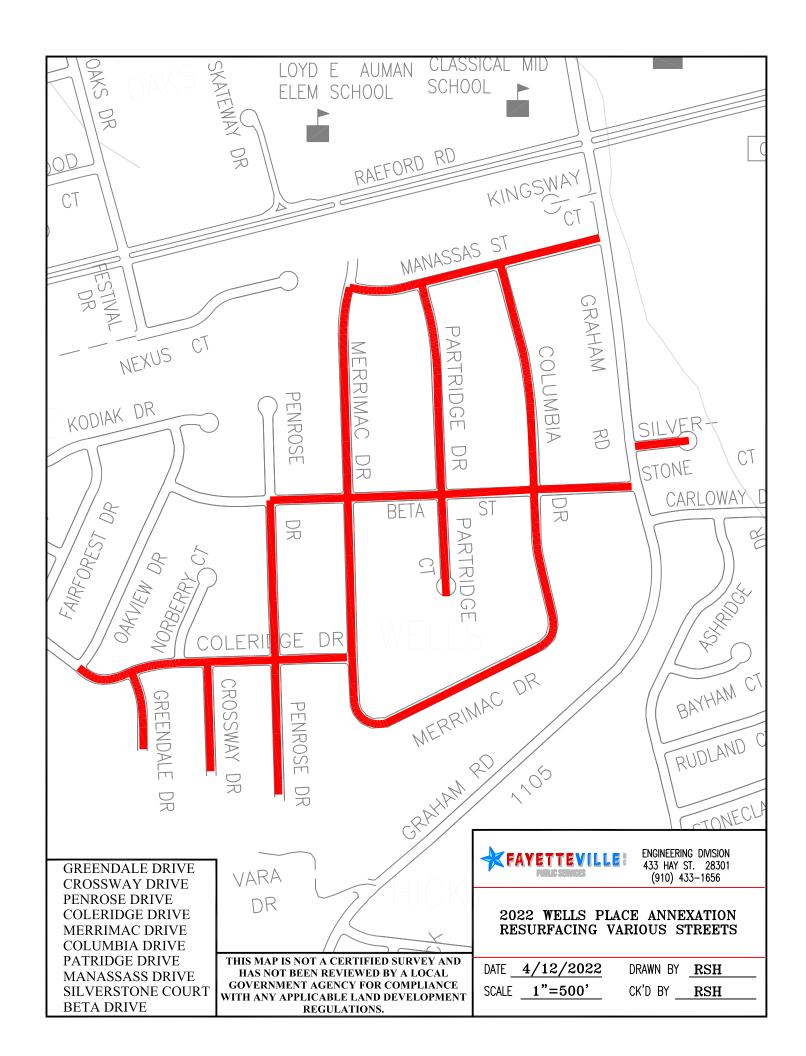
		Total Mileage	52641 9,97			
		Mileage	8.20			
		Length	43296			
OSPREY PL	AVALON DR	CUL-DE-SAC	70	24	1	0
GREYCLIFF DR	TOLLHOUSE DR	DEAD END	565	25	2	2
GOODEN DR	KENNESAW DR	9613 GOODEN DR	1840	25	4	0
AVILA DR	RIM RD	BATTLE RD	1096	26	5	3

^{***} A street on the list may change to another year due to Funding, Construction and/or

Resurface Various Streets 2023 PH I

APPENDIX C Annexation Street List and Maps





	Annexation Street List						
		Length	Width				
1	Greendale Dr.	Coleridge to Dead end	400	26			
2	Crosswasy Dr.	Coleridge to Dead end	560	26			
3	Penrose Dr.	Beta Dr to Dead End	1622	27			
4	Coleridge Dr.	Oakview to Merrimac	1251	28			
5	Merrimac Dr.	Beta Dr. to Manassass	4200	21			
6	Columbia Dr.	Manassas to Beta Dr.	1175	22			
7	Partridge Dr.	Manassas to Cul de Sac	1531	23			
8	Manassass Dr	Graham Rd to Merrimac	1340	23			
9	Silverstone Ct.	Graham Rd. to Cul de Sac	200	26			
10	Beta Dr.	Graham Rd to Penrose	2100	26			
		Total Mileage	2.72				



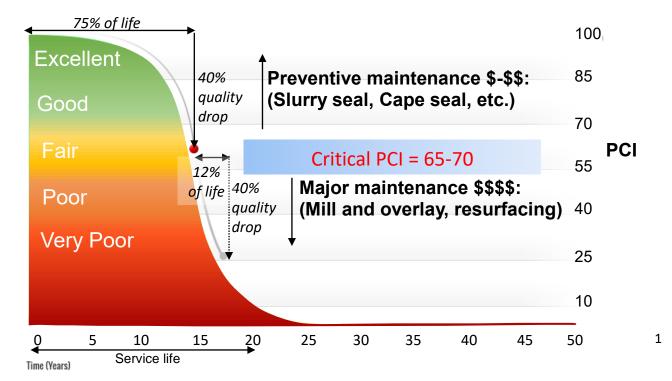
Pavement Preservation Program

"RIGHT treatment to the RIGHT pavement at the RIGHT time"

Pavement preservation program involves applying a series of low-cost treatments to a road, at a minimum in fair to good condition, to halt further deterioration. These methods prolong pavement life, avoiding high future costs of reconstruction or rehabilitation through the expenditure of lesser amounts of money at critical points in a pavement's life. Pavement preservation pays off in both the short and long term. Experience shows that spending a dollar on pavement preservation can eliminate or delay spending \$6 to \$10 on future rehabilitation or reconstruction costs.

Preventive maintenance treatments: These treatments applied to pavement in relatively good condition to extend pavement life. A planned strategy of cost-effective treatments to an existing roadway system (with relatively fair to good condition) and its appurtenances that preserves the system, retards future deterioration, and maintains or improves the functional condition of the system. Example methods: Slurry Seal, Cape Seal.

Major maintenance treatments: This type of maintenance is performed when the pavement is in need of major repair, and is usually more costly. Activities performed in response to the development of a deficiency or deficiencies that negatively impact the safe, efficient operations of the facility and future integrity of the pavement section. Major maintenance activities have much more costs rather than preventive maintenance activities. Example methods: Mill and overlay, Resurfacing.



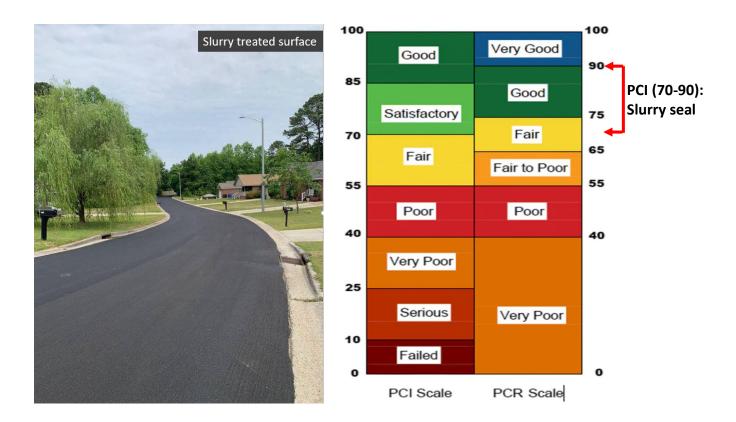
Slurry Seal - \$:

A Slurry Seal is a cold, mixed asphalt slurry. It consists of emulsified asphalt, graded fine aggregate and additives. It provides a uniform black durable surface over deteriorated surface. A blend of fine aggregate and asphalt emulsion that is mixed onsite during the lay down process. Slurry Seal is a fast-moving process with a rapid curing time that offers minimal inconvenience to the traveling public.

Slurry Seal treatment falls into the category of **Preventative Maintenance Strategy**, which can address minor issues before they become serious issues. Slurry Seal is effective in extending the service life of pavements with fair to good conditions (**PCI 70-90**) and is used to slow the rate of pavement deterioration. Raveling and minor cracking of surfaces (alligator, longitudinal, transverse) are controlled by Slurry Seal treatment.

Benefits:

- Properly applied, slurry seal extends the life of the existing pavement up to 5-7 years by protecting it from oxidation and deterioration.
- Provides a new wear surface over structurally sound asphalt
- Reduces the need for costly repairs
- It costs much lower than asphalt overlay.
- Treats aged and raveled pavements by filling minor cracks,
- Restores surface texture by providing a new skid-resistant wearing surface



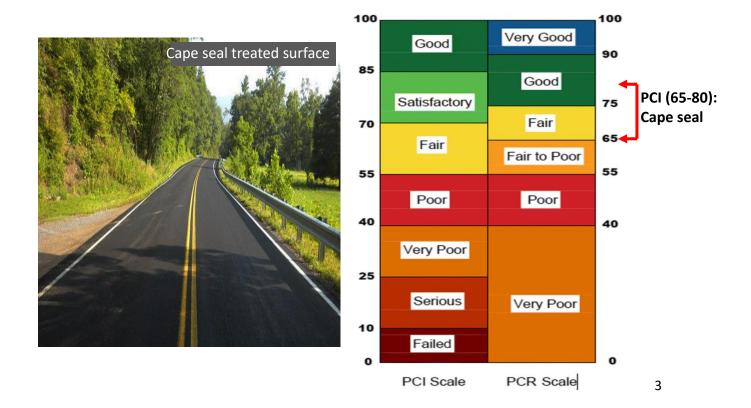
Cape Seal - \$\$:

A Cape Seal is a 2-step treatment process consisting of a Chip Seal covered with Slurry Seal at a later date. **Step 1: Chip Seal** (small rocks are placed on top of a liquid asphalt blend and be rolled) is sprayed on top of pavement surface; **Step 2: Slurry Seal** is then applied to the top of Chip Seal. Cape Seals provide a similar ride to asphalt overlay and a durable skid resistant surface which holds up well to traffic. Technically, this treatment provides the advantages of two preventive maintenance methods (Chip Seal and Slurry Seal). Cape Seals can be placed on pavements with higher levels of distress than normally recommended for a Slurry Seal.

Cape Seal treatment falls into the category of **Preventative Maintenance Strategy**, which is effective in prolonging the service life of pavements with fair to good conditions (**PCI 65-80**) can address moderate issues before they become serious issues. Cape Seal corrects moderate surface distresses such as cracking, raveling and friction loss and by protecting the underlying pavement structure.

Benefits:

- Cape seal adds the life of the existing pavement up to 8-10 years by protecting it from oxidation and deterioration.
- Provides a new wear surface over structurally sound asphalt
- Treats aged and raveled pavements by filling moderate cracks and surface imperfections
- It costs much lower than asphalt overlay.
- Restores surface texture by providing a new skid-resistant wearing surface
- Protects the structure from moisture intrusion
- Restores skid resistance and aesthetic appeal



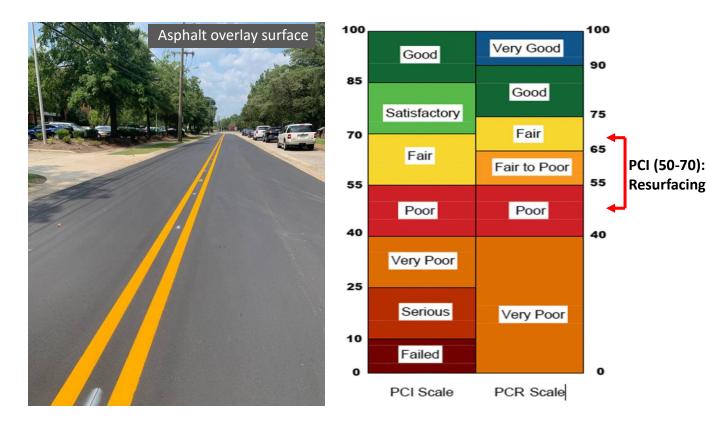
Asphalt Overlay (Resurface) - \$\$\$:

Asphalt overlay is plant-mixed combination of asphalt binder and aggregate that involves placing fresh asphalt surface in depths of ³/₄ to 1½ inches over an existing surface. Asphalt overlay provides a solid surface similar to what was there years ago when the original asphalt was applied. Asphalt overlay is a costly treatment (even higher when surface milling is also required) that limits the application due to budget constraints. This treatment can be applied over pavements with higher levels of distress than normally recommended for preventive treatments (Cape Seal/ Slurry Seal).

Asphalt overlay treatment falls into the category of **Major Maintenance Strategy**, which is effective for greatly aged pavements with poor to fair conditions (**PCI 50-70**). Asphalt overlay seal repairs moderate/major surface deficiencies such as cracking, rutting, aging, raveling, disintegration, and oxidation.

Benefits:

- Asphalt overlay adds the life of the existing pavement up to 10-15 years
- It is durable that it can handle heavy pressure and traffic.
- Effective in correcting all major surface distresses
- It can restore the ability of a pavement to resist skidding.
- Treats aged and raveled pavements by covering cracks and surface imperfections
- Protects the structure from moisture intrusion





City of Fayetteville

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

City Council Action Memo

File Number: 22-2868

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.016

TO: Mayor and Members of City Council

THRU: Elaina L. Ball, CEO/General Manager

Fayetteville Public Works Commission

FROM: Fayetteville Public Works Commission

DATE: August 8, 2022

RE:

Bid Recommendation - Teardrop Light Fixtures

COUNCIL DISTRICT(S):

ΑII

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

Bids were received for the purchase of Teardrop Light Fixtures. The recommended lowest responsive, responsible bidder is Border States Electric, Greenville, SC, in the total amount of \$250,400.00

Background:

The Fayetteville Public Works Commission, during their meeting on July 13, 2022, approved the bid recommendation to award the purchase of Teardrop Light Fixtures to Border States Electric, Greenville, SC, the lowest responsive, responsible bidder in the total amount of \$250,400.00, and authorized staff to forward this recommendation to the City Council for approval.

BIDDERS TOTAL COST

*WESCO Distribution, Inc., Clayton, NC \$230,240.00

File Number: 22-2868

Border States Electric, Greenville, NC \$250,400.00 WESCO Distribution, Inc., Clayton, NC \$263,360.00 Supreme Lighting Design, LLC, Brooklyn, NY \$270,512.00

Issues/Analysis:

Notice of bid was advertised through our normal channels on May 25, 2022, with a bid opening date of June 16, 2022. Four (4) bids were received from three bidders during the bid process.

SDBE/Local Participation: Border States is not classified as a SDBE, minority or woman-owned business.

* The instructions to bidders for this purchase specifically advised bidders to "not submit alternate bids unless specifically called for on the bid proposal form." The bid proposal form did not call for any alternate bids. WESCO Distribution, Inc., submitted an alternate bid for a fixture that has not been evaluated by PWC personnel as an approvable fixture. The alternate fixture does not conform with the specifications set forth in the bid documents. As such, PWC staff determined that the alternate bid submitted by WESCO Distribution, Inc., is not responsive.

Budget Impact:

The Teardrop Light Fixtures is budgeted in Warehouse Inventory.

Options:

N/A

Recommended Action:

The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the bid recommendation to award the purchase of Teardrop Light Fixtures to Border States Electric, Greenville, SC, the lowest responsive, responsible bidder, in the total amount of \$250,400.00.

The Fayetteville Public Works Commission also requests City Council authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its construction.

Attachments:

Bid Recommendation - Teardrop Light Fixtures

FAYETTEVILLE PUBLIC WORKS COMMISSION ACTION REQUEST FORM

TO: Elaina L. Ball, CEO/General Manager **DATE:** July 8, 2022 **FROM:** Trent K. Ensley, Procurement Manager **ACTION REQUESTED:** Approve contract award for the purchase of inventory of Teardrop Light Fixtures to the lowest responsive, responsible bidder, being Border States Electric of Greenville, SC. **BID/PROJECT NAME:** Teardrop Light Fixtures BID ISSUE DATE: May 25, 2022 **DEPARTMENT:** Warehouse **BUDGET INFORMATION:** This purchase will be funded as an inventory purchase. **BIDDERS** TOTAL COST *WESCO Distribution Inc. Clayton, NC 27520 \$ 230,240.00 Border States Electric, Greenville, SC 29607 \$ 250,400.00 WESCO Distribution Inc. Clayton, NC 275206 \$ 263,360.00 \$ 270,512.00 Supreme Lighting Design, LLC, Brooklyn, NY 11219 AWARD RECOMMENDED TO: Border States Electric, Greenville, SC 29607 **BASIS OF AWARD:** Lowest responsive, responsible bidder.

COMMENTS: The Commission is asked to approve award for the purchase of inventory of Teardrop Light Fixtures to the lowest responsive, responsible bidder, being Border States Electric of Greenville, SC 29607. Notice of the bid was advertised through our normal channels on May 25, 2022, with a bid opening date of June 16, 2022. Four (4) totals bids were received from three (3) bidders during the bid process and the award is recommended to the lowest responsive, responsible bidder, being Border States Electric, Greenville, SC 29607.

*The Instructions to Bidders for this purchase specifically advised bidders to "not submit alternate bids unless specifically called for on the bid proposal form." The bid proposal form did not call for any alternate bids. WESCO Distribution Inc. submitted an alternate bid for a fixture that has not been evaluated by PWC personnel as an approvable fixture. The alternate fixture does not conform with the specifications set forth in the bid documents. As such, PWC staff determined that the alternate bid submitted by WESCO Distribution Inc. is non-responsive.

ACTION BY COMM	IISSION
APPROVED	REJECTED
DATE	
ACTION BY COUN	CIL
APPROVED	REJECTED
DATE	

BID HISTORY TEARDROP LIGHT FIXTURES BID ISSUE DATE: MAY 25, 2022

Advertisement

1. PWC Website 05/25/2022 through 06/16/2022

2. The Fayetteville Press General Monthly Ad

List of Prospective Bidders

1. WESCO Distribution Inc. Clayton, NC 27520

- 2. Border States Electric, Greenville, SC 29607
- 3. Stuart Irby, Kennesaw GA 30071

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

Small Business Administration Programs:

Small Business Administration Regional Office (SBA)

NC Procurement & Technical Assistance Center (NCPTAC)

Veterans Business Outreach Center (VBOC)

Small Business Technology Center (SBTDC)

Women's Business Center of Fayetteville (WBC)

Local Business and Community Programs

FSU Construction Resource Office (FSUCRO)

FSU Economic Development Administration Program (FSUEDA)

FSU Career Pathways Initiative

NAACP, Fayetteville Branch

FTCC Small Business Center (SBC)

Greater Fayetteville Chamber, RFP posting submitted

Hope Mills Chamber

Spring Lake Chamber

Hoke Chamber

Fayetteville Business & Professional League (FBPL)

State Business and Community Programs

NC Institute of Minority Economic Development (The Institute) Durham, NC

NAACP, State Branch Raleigh, NC

National Utility Contracting Association- NC Chapter (NUCA)

Durham Chapter of the National Association of Women in Construction (NAWIC)

South Atlantic Region of National Association of Women in Construction (NAWIC)

The Hispanic Contractors Association of the Carolinas (HCAC)

United Minority Contractors of North Carolina

International Women in Transportation- Triangle Chapter

Media

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

SDBE/Local Participation

Border States is not classified as a SDBE, minority or woman-owned business.



City of Fayetteville

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

City Council Action Memo

File Number: 22-2869

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.017

TO: Mayor and Members of City Council

THRU: Elaina L. Ball, CEO/General Manager

Fayetteville Public Works Commission

FROM: Fayetteville Public Works Commission

DATE: August 8, 2022

RE:

Bid Recommendation - Primary Cable 1/0 AL & 750 MCM AL

COUNCIL DISTRICT(S):

ΑII

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

Bids were received for the purchase of Primary Cable 1/0 & 750 MCM AL. The recommended lowest responsive, responsible bidder is WESCO Distribution, Clayton, NC, in the total amount of \$1,777,524.00.

Background:

The Fayetteville Public Works Commission, during their meeting on July 13, 2022, approved the bid recommendation to award the purchase of Primary Cable 1/0 AL & 750 MCM AL to WESCO Distribution, Clayton, NC, the lowest responsive, responsible bidder, in the total amount of \$1,777,524.00, and authorized staff to forward this recommendation to the City Council for approval.

BIDDERS MANUFACTURER TOTAL COST DELIVERY

WESCO Distribution, Clayton, NC Okonite \$1,777,524.00 February

File Number: 22-2869

2023

Border States, Greenville, SC Kerite \$2,080,955.00 30 Weeks

Issues/Analysis:

Notice of bid was advertised through our normal channels on May 18, 2022, with a bid opening date of June 7, 2022. Two (2) bids were received.

SDBE/Local Participation: WESCO Distribution, Clayton, NC is not a local business and is not classified as a SDBE Minority or Woman-Owned Business.

Budget Impact:

The Primary Cable 1/0 AL & 750 MCM AL is budgeted in Warehouse Inventory.

Options:

N/A

Recommended Action:

The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the bid recommendation to award the purchase of Primary Cable 1/0 & 750 MCM AL to WESCO Distribution, Clayton, NC, the lowest responsive, responsible bidder, in the total amount of \$1,777,524.00.

The Fayetteville Public Works Commission also requests City Council to authorize the CEO and General Manager of the Fayetteville Public Works Commission to Execute for that purpose the contract for its construction.

Attachments:

Bid Recommendation - Primary Cable

PUBLIC WORKS COMMISSION ACTION REQUEST FORM

TO: Elaina Ball, CEO/Gene	eral Manager	DATE: July 5, 20	022
FROM: Trent Ensley, Proce	urement Manager		
ACTION REQUESTED: WESCO Distribution.	Approve award for the po	urchase of Primary Cable: 1/0	O AL & 750 MCM AL to
BID/PROJECT NAME: P	rimary Cable: 1/0 AL &	750 MCM AL	
BID DATE: June 7, 2022		DEPARTMENT: Ware	house
BUDGET INFORMATIO	N: Warehouse Inventory		
BIDDERS WESCO Distribution Clayton, NC	MANUFACTURER Okonite	TOTAL PRICE \$1,777,524.00	DELIVERY February 2023
Border States Greenville, SC	Kerite	\$2,080,955.00	30 Weeks
AWARD RECOMMENDI	FD TO: WESCO Distrib	ution Inc. Clayton, NC	
BASIS OF AWARD: Lowe		•	
750 MCM AL to the lowest, the bid was advertised through	responsive, responsible b ligh our normal channels ling PWC's normal bid po	e award for the purchase of idder WESCO Distribution In on May 18,2022 with a bid sting and outreach and (2) bid C	c, Clayton, NC. Notice of opening date of June 7,
	API	ΓΙΟΝ BY COMMISSION PROVEDREJEC ΓΕ	
	API	FION BY COUNCIL PROVEDREJEC FE	

BID HISTORY Primary Cable: 1/0 AL & 750 MCM AL

BID DATE: June 7, 2022

Advertisement

1. PWC Website

5/18/2022 through 6/7/2022

List of Prospective Bidders Notified of Bid

- 1. WESCO Distribution, Clayton, NC
- 2. Border States, Greenville, SC
- 3. Stuart Irby, Kennesaw, GA

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

Small Business Administration Programs:

Small Business Administration Regional Office (SBA) NC Procurement & Technical Assistance Center (NCPTAC) Veterans Business Outreach Center (VBOC)

Small Business Technology Center (SBTDC)

Women's Business Center of Fayetteville (WBC)

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FSU Construction Resource Office (FSUCRO)

FSU Economic Development Administration Program (FSUEDA)

FSU Career Pathways Initiative

NAACP, Favetteville Branch

FTCC Small Business Center (SBC)

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Hope Mills Chamber

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Durham Chapter of the National Association of Women in Construction (NAWIC)

South Atlantic Region of National Association of Women in Construction (NAWIC)

The Hispanic Contractors Association of the Carolinas (HCAC)

United Minority Contractors of North Carolina

International Women in Transportation- Triangle Chapter

Media

Fayetteville Observer WIDU, AM1600

IBronco Radio at FSU Fayetteville Press News Up & Coming Weekly Bladen Journal Greater Fayetteville Business Journal

SDBE / Local Participation

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



City of Fayetteville

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

City Council Action Memo

File Number: 22-2781

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.018

TO: Mayor and Members of City Council

THRU: Jay Toland, Assistant City Manager

FROM: Pamela Megill, MMC, City Clerk

DATE: August 8, 2022

RE: Certification of Results from the Cumberland County Board of Elections for the July 26, 2022 Municipal Election for Mayor, City Council Districts 1, 2, 4, 5, 6, 7, 8, and 9.

COUNCIL DISTRICT(S): All

Relationship To Strategic Plan:

Develop and maintain strong community connections.

Executive Summary:

Acceptance of Certification of Results from the Cumberland County Board of Elections as presented.

Background:

The Cumberland County Board of Elections having opened, canvassed and judicially determined the original returns of the election in the precincts in this County, held July 26, 2022, certify that the attached official results contain the number of legal ballots cast in each precinct for each office named, the name of each person voted for and the number of votes cast for each person for the office named.

The Board of Elections will hold a re-count for District 3 on August 11, 2022, beginning at 9:00 a.m.

Issues/Analysis:

The Board of Elections will hold a re-count for District 3 on August 11, 2022, beginning at 9:00 a.m.

File Number: 22-2781

Budget Impact:

N/A

Options:

N/A

Recommended Action:

Staff recommends Council move to accept the Certification of Results from the Cumberland County Board of Elections as presented.

Attachments:

Municipal General Election - July 26, 2022 - Abstract of Votes for State of North Carolina



2022 MUNICIPAL ELECTION 07/26/2022 **ABSTRACT OF VOTES FOR**

CUMBERLAND COUNTY, NORTH CAROLINA

INSTRUCTIONS

The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the city or town clerk for the municipality and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State (GS § 163-182.6)

STATE OF NORTH CAROLINA **COUNTY OF CUMBERLAND**

The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the attached is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

This is the 5th day of August, 2022.	
Board Secretary	Board Member Board Member Board Member Board Member
	. Nelson, Chairman of the County Board of es herein contained is true and correct, according to the returns
IN TESTIMONY WHEREOF, I have hereunto set my hand	and affixed my notarial seal this the 5th day of August, 2022.
Official Signature of Notary Public	Printed/Typed Name of Notary Publican AMARO
My Commission Expires: 05 -2Z - ZO23	ANGE (Spall) O Z

Contest	Choice Pa	Party Total Votes	Election Day	One Stop	Abs Mail	Provisional
CITY OF FAYETTEVILLE MAYOR	Mitch Colvin	9,306	6,126	3,036	130	14
	William Milbourne III (Write-In)	0)	ယ	ယ	0	0
	Freddie Delacruz	5,475	4,327	1,072	67	9
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 01	Kathy Keefe Jensen	810	542	254	13	_
	William Milbourne III (Write-In)	185	119	66	0	0
	Alex Rodriguez	562	447	108	7	0
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 02	Shakeyla Ingram	751	501	245	ហ	0
	Janene Ackles (Write-In)	74	39	35	0	0
	Tyrone A. Williams	655	427	217	1	0
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 03	Mario (Be) Benavente	1,016	659	346		0
	Antonio B. Jones	1,010	596	399	15	0
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 04	Thomas C. Greene	240	186	46	00	0
	D.J. Haire	1,242	835	383	21	ω
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 05	Johnny Dawkins	1,649	1,265	362	21	_
	Frederick G. LaChance III	753	576	167	9	
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 06	Peter Pappas	621	500	110	11	0
	Derrick Thompson	964	675	284	ယ	2
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 07	Brenda McNair	681	495	178	œ	0
	Larry O. Wright, Sr.	661	459	192	9	
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 08	Courtney Banks-McLaughlin	755	552	192	1	0
	Michael Pinkston	196	165	31	0	0
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 09	Deno Hondros	917	719	176	20	2
	Yvonne Y. Kinston	809	531	266	9	ω



City of Fayetteville

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

City Council Action Memo

File Number: 22-2793

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.019

TO: Mayor and Members of City Council

THRU:

FROM: Karen M. McDonald, City Attorney

DATE: August 8, 2022

RE:

Vote Yes Fayetteville Citizen Initiative Petition - Resolution Calling for a Special Election - November 8, 2022

COUNCIL DISTRICT(S):

All Districts

Relationship To Strategic Plan:

Executive Summary:

The Cumberland County Board of Elections certified the Vote Yes Fayetteville Committee's petition on June 13, 2022. Upon receipt of a valid petition, the Council must adopt a resolution calling for a special election on the proposed amendments.

Background:

Back in March 2022, the City received a citizen initiative petition to amend the City's Charter to change the City Council from a nine-member City Council where each council member is elected from one of the nine separate districts to a nine-member City Council where five council members are elected from five districts (one member elected from each of the five separate districts) and four members are elected at-large (from the City as a whole), consistent with the Model of Election described under N.C.G.S. § 160A-101(6)(d). The City was notified that the petition was certified by the Cumberland County Board of Elections on June 13, 2022, confirming the requisite signatures of at least 5,000 voters have been received, and that they are valid (see attached letter). The

File Number: 22-2793

City Council is obligated by N.C.G.S. § 160A-104 to call for a special election on the question of adopting the Charter amendment to alter the structure of the Council. In order to proceed with the special election pursuant to N.C.G.S. § 163-287, the City Council must adopt the attached resolution specifying the details of the special election.

Issues/Analysis:

Type here

Budget Impact:

Type here

Options:

- 1. Adopt the resolution to call for a special election.
- 2. Do not adopt the resolution to call for a special election.
- 3. Provide additional direction to staff.

Recommended Action:

Pursuant to N.C.G.S. § 163-287, staff recommends that Council adopt the resolution for a special election.

Attachments:

Letter from Cumberland County Board of Elections Resolution

CUMBERLAND COUNTY BOARD OF ELECTIONS

227 FOUNTAINHEAD LANE SUITE 101 FAYETTEVILLE, NC 28301

Phone: (910) 678-7733 Fax: (910) 678-7738 Email: boardofelections@co.cumberland.nc.us

BOBBY HURST P.O. BOX 87571 FAYETTEVILLE, NC 28304

June 13, 2022

Dear BOBBY HURST,

This letter is to inform you of the status of petition VOTE YES FAYETTEVILLE in CUMBERLAND County.

Pursuant to North Carolina law, the entire petition and signatures submitted have been checked against the registration records of the CUMBERLAND COUNTY BOARD OF ELECTIONS and that 5,009 names out of 5,721 signatures have been determined to be qualified. The Petition has been CERTIFIED on: 06/13/2022.

Attached is the list of names that have been certified.

Chairman/Director

CUMBERLAND COUNTY BOARD OF ELECTIONS

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE CALLING FOR A SPECIAL ELECTION TO ALTER THE STRUCTURE OF THE CITY COUNCIL

WHEREAS, Section 3.1 of the City of Fayetteville's charter provides that the City Council includes nine members elected from nine single-member electoral districts; and

WHEREAS, the Cumberland County Board of Elections received an initiative petition for an amendment to the City's charter to alter the structure of the City Council to a nine-member council with five members elected from five single-member districts and four members elected from the city at-large; and

WHEREAS, the Cumberland County Board of Elections has confirmed that the initiative petition bears the signatures and resident addresses of at least 5,000 voters who are registered to vote in city elections; and

WHEREAS, the City Council is obligated by North Carolina General Statute § 160A-104 to call for a special election on the question of adopting the charter amendment to alter the structure of the Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fayetteville as follows:

- 1. Pursuant to North Carolina General Statutes §§ 160A-104, 160A-105, and 163-287, the City Council calls a special election on the question of adoption of the alterations to council structure described in the citizen initiative petition.
- 2. The special election shall be held at the general election on November 8, 2022.
- 3. The proposition shall be printed on the ballot as follows:

Shall the petition calling for an alteration in the structure of the Fayetteville City Council from a nine-member city council where each council member is elected from one of nine separate districts to a nine-member council where five council members would be elected from five districts and four members elected from the city at-large be approved?

- () YES() NO
- 4. If a majority of the votes cast on the proposition are in the affirmative, the alteration in structure of the City of Fayetteville City Council shall be put into effect.
- 5. A copy of this resolution shall be provided to the Cumberland County Board of Elections.

ADOPTED this 8th day of August, 2022.		
(Official Seal)	MITCH COLVIN, Mayor	
ATTEST:		
PAMELA J. MEGILL, City Clerk		

Introduced August 8, 2022, and approved by the City Council of the City of Fayetteville.



City of Fayetteville

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

City Council Action Memo

File Number: 22-2880

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.020

TO: Mayor and Members of City Council

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

FROM: Tyffany Neal, Assistant Transit Director

Randy Hume, Transit Director

DATE: August 8, 2022

RE:

Adoption of Transit Development Plan Update

COUNCIL DISTRICT(S):

ΑII

Relationship To Strategic Plan:

Goal 4: Desirable Place to Live, Work and Recreate

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

Executive Summary:

The Transit Development Plan (TDP) is the business development plan FAST will utilize over the next decade and beyond as a guide for improving services, infrastructure, technology, plans and policies.

Over the past year, FAST has worked with the planning consulting firm VHB to update its 2014 TDP. Throughout the yearlong process, FAST engaged the general public through listening sessions and a survey, local stakeholders through a Project Advisory Committee (PAC) and the Fayetteville Area Committee on Transit (FACT). In addition to external customers the planning process also included meetings with FAST's frontline employees to ensure the Fayetteville community had an opportunity to be heard as the plan's recommendations were created. The TDP recommendations are divided into 3 phases: REBUILD, IMPROVE and EXPAND. The Executive Summary attached provides the details of each phase.

File Number: 22-2880

City Council reviewed the plan at its August 1, 2022 Work Session and now staff is requesting action to formally adopt the plan update.

Background:

Transit planning plays a fundamental role in a state, region or community's vision for its future. It includes a comprehensive consideration of possible strategies; an evaluation process that encompasses diverse viewpoints; the collaborative participation of relevant transit-related agencies and organizations; and open, timely and meaningful public involvement.

The current Transit Development Plan (TDP) was adopted by the City Council in May 2014 and has guided staff in implementing transit related improvements since that time. As much has changed since May 2014, the objective of this 2022 Transit Development Plan update is to delve into how recent improvements and changes in both development patterns and demographics within the City of Fayetteville affect FAST's services. Some of those changes are:

- Transportation network companies (e.g., Uber and Lyft) began operating in Fayetteville just a couple months after the adoption of the last TDP;
- FAST's Transit Center opened in 2017 requiring several routes to be reconfigured to converge at the new location; and
- COVID-19 has shifted transportation patterns.

FAST's plan consultant, VHB, used a cooperative and collaborative process designed to foster involvement by all users of the transit system including local businesses, community groups and the general public through a proactive public participation process. FAST and VHB worked with the Fayetteville Area Committee on Transit (FACT) and established a Project Advisory Committee (PAC) to guide the development of the plan's recommendation. Opportunities for engaging the general public and FAST's external customers included multiple listening sessions and a survey. The planning process also included meetings with FAST's frontline employees.

FAST's Transit Development Plan update shows its commitment to ensure its programs, policies and services are implemented equitably and is in line with FAST's vision to become a transit system of choice.

Issues/Analysis:

This update included a brief review of transit opportunities for the entire Fayetteville region that includes areas beyond the Fayetteville city limits. This would include services to surrounding communities such as Hope Mills and Spring Lake. FAST's ability to provide such services will be contingent upon FAST's ability to secure funding from new partners and their willingness to pay a fair share of the operating and capital costs associated with regionalization

File Number: 22-2880

Budget Impact:

The TDP is a planning document that will guide FAST services throughout the next 10 years. The plan itself does not commit Council to a specific budget expenditure in any year.

Options:

Approve a motion to adopt the 2022 Transit Development Plan Update; or Provide direction to staff for changes to the recommended plan update.

Recommended Action:

Approve a motion to adopt the 2022 Transit Development Plan Update.

Attachments:

Transit Development Plan - Executive Summary
Transit Development Plan - Contents, Recommendations



What is a TDP?

A Transit Development Plan or TDP is a 10-year needs-based plan recommending improvements to transit services, infrastructure, technology, plans and policies.

TDP Approach







Listening



Discovery and understanding

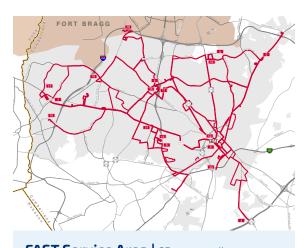


Documentation and adoption

FAST Services Today

The Fayetteville Area System of Transit, commonly known as FAST, operates 18 weekday fixed routes (shown at right) as well as complementary paratransit service, known as FAST*Trac!*. In total, the two services provided almost 2 million trips in 2020. In recent years, FAST has made significant strides in improving bus stop amenities, including shelters and enhanced accessibility for individuals with disabilities. FAST has accomplished all of these improvements while still expending less per trip than its peers.

In 2017, FAST opened the FAST Transit Center, a state of the art facility, in downtown Fayetteville as its primary transfer location. FAST also connects numerous destinations, including downtown Fayetteville, Cross Creek Mall, Fort Bragg, multiple higher education facilities and medical facilities, among many other destinations.



FAST Service Area | 95 square miles For more information on routes, visit www.ridefast.net.

FAST Facts

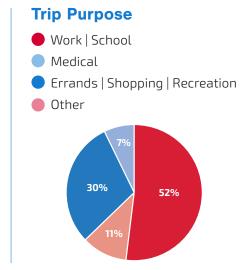
Ridership

2019



1,389,419 Fixed Route trips





FAST is efficient and effective in use of their resources. FAST receives only 80% of the funding their peers do But provides 98% compared to their peers in hours of bus service

Engagement

WHAT WE DID:

PUBLIC

2 Listening Sessions

Project Advisory
Committee (PAC)
Meetings

STAKEHOLDER

Transit Operator Conversations

STAFF

Survey

WHAT WE HEARD:

Buses need to come more often

More buses to Fort Bragg

We love FAST

More modern shelters

FAST needs to market more

We need airport service

We need to commute from Hope Mills and Spring Lake



TDP Recommendations





REBUILD SERVICE (2023–2024)

- » Maintain existing fixed route and FASTTrac! services
- » Restore nighttime service through a combination of core fixed routes and microtransit areas
- » Modernize shelters and improve ADA accessibility at bus stops
- » Increase service to Fort Bragg
- » Phase in replacement of diesel vehicles with electric vehicles
- » Ensure right mix of staff and competitive wages for future transit growth
- » Develop targeted marketing plan



IMPROVE SERVICE (2025–2030)

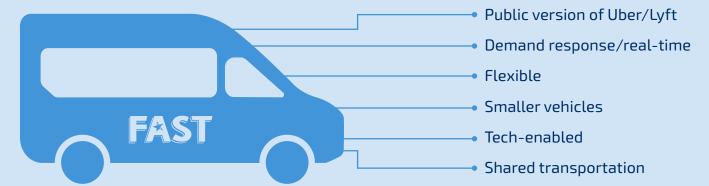
- » Continue all improvements from Step 1
- » Strategically double frequency on targeted routes
- » Enhance transfer locations for fixed route and FASTTrac!
- » Add new maintenance facility
- » Educate and collaborate with developers to produce transit friendly developments
- » Update targeted marketing plan



EXPAND SERVICE (2031–2032)

- » Continue all improvements from Steps 1 and 2
- » Expand microtransit services*
- » Add service to Hope Mills and Spring Lake
- » Add service to Fayetteville Regional Airport

*What is Microtransit?



How would the City of Fayetteville benefit from transit?

✓ Reduces emissions

√ Saves individuals money

✓ More attractive to younger generations

✓ Contributes to economic development

✓ Can help break the cycle of poverty



ANNUAL COST OF OWNING A CAR (2020)*

*American Automobile Association



ANNUAL COST OF RIDING FAST (2022)



19.3%

FAYETTEVILLE POVERTY RATE (2019)

FAST Helps Fulfill the City of Fayetteville's Goals

CITY OF FAYETTEVILLE

MISSION: To provide quality and sustainable public services for our community to thrive and businesses to grow.

GOAL 1: Safe and Secure Community

GOAL 2: Responsive City Government Supporting a Diverse and Viable Community

GOAL 3: City investment in Today and Tomorrow

GOAL 4: Desirable place to Live, Work, and Recreate

GOAL 5: Financially Sound City Providing Exemplary City Services

GOAL 6: Collaborative Citizen & Business Engagement

FAST

MISSION: To improve the quality of life by connecting Fayetteville's residents, workers, visitors, and places with a highly-valued safe, efficient, reliable and innovative transportation.

GOAL 1: Provide a safe and secure public transit system – both on buses and at bus stops - for the entire Fayetteville community

GOAL 2: Stimulate economic activity through business and community partnerships

GOAL 3: Strategically invest in sustainable transportation options

GOAL 4: Enhance quality of life through public transit to retain current customers (and attract new ones) by providing services that connects our communities

GOAL 5: Ensure cost-effective, efficient and responsible use of resources and aggressively pursue funding partnerships to minimize use of local resources

GOAL 6: Build strategic, collaborative partnerships by creating environments of community engagement

Tyffany L. Neal, MPA

Assistant Transit Director TyffanyNeal@fayettevillenc.gov

Fayetteville Area System of Transit (FAST) 455 Grove Street | Fayetteville, NC 28301 www.FayettevilleNC.gov | www.ridefast.net



To access the full Transit
Development Plan, scan the
QR code to the left or visit
www.fayettevillenc.gov/
city-services/transit/about-fast/
transit-development-plan.



Transit Development Plan 2023–2032

AUGUST 2022



Table of Contents

1	Introduction	4
	Study Area	2
	Report Organization	
2	System Performance	
	FAST Overview	ş
	Goals and Objectives	
	Fixed Route Transit	
	Pandemic Service Changes	
	Weekday	
	Saturday	
	Sunday	
	Complementary Paratransit Service	
	Infrastructure Review	
	FAST Transit Center	15
	Bus Stops	15
	Fares	15
	Fixed Route Trend Analysis and Peer Review	16
	Metrics	16
	Peer Selection Methodology	17
	General Performance Indicators	18
	Effectiveness Measures	
	Efficiency Measures	37
	Service Comparison	
	Summary	
	Complementary Paratransit Trend Analysis and Peer Review	
	General Performance Indicators	
	Effectiveness Measures	
	Efficiency Measures	
	Summary	
	Conclusions	76
3	Population and Land Use	80
	Population	8
	Employment	
	Land Use	
	Opportunity Zones	103



	Activity Centers	109
	Pedestrian and Bicycle Facilities	112
	Plan Review	115
4	Public Engagement	117
	Survey	117
	Project Advisory Committee	118
	Stakeholder Interviews	119
	Bus Operator Conversations	120
	Public Listening Sessions	121
	First Round	121
	Second Round	123
	Previously Received Comments	123
	Fort Bragg Survey	123
	Themes	124
5	Market Analysis	125
	Situation Appraisal	125
	Pandemic	
	Federal Funding	126
	Population and Employment	
	Land Use	127
	Technology	127
	Base Coordination	127
6	Alternatives Evaluation and Recommendations	129
	Alternatives Development	129
	Service Alternatives	130
	Infrastructure Alternatives	132
	Technology Alternatives	133
	Planning and Policy Alternatives	134
	Evaluation	135
	Criteria	136
	Scoring	136
	Recommendations	139
	Step 1 Rebuild Service (2023 – 2024)	139
	Step 2 Improve Service (2025 – 2030)	140
	Step 3 Expand Service (2031 – 2032)	141
	Next Steps	144
7	Finance Plan	145
	Revenue	145
	Foderal Revenue	1/15



	State Revenue	
	Local Revenue	147
	Dedicated Funding Sources	147
	Finance Plans	148
8	Regional Transportation Options	154
	Travel Patterns	155
	Regional Coordination	159
	Multimodal Connections	159
	Spring Lake Transit Service	159
	Health & Human Service Organizations	159
	Intercity Bus and Rail Service	
	Ridesharing Programs	160
	First Mile/Last Mile Connections	160
	Funding Options	160
	Appendix A: Short-Term Recommendations	162
	Strengths	162
	Overall Service Considerations	
	Route-by-Route Recommendations	162





1

Introduction

The 2022-2032 City of Fayetteville Transit Development Plan (TDP) updates the plan previously completed in May 2014. The ten-year plan provides a business development plan for the transit agency over the next decade and beyond. It provides recommendations related to improved services, infrastructure, technology, plans and policies.

As much has changed since 2014, the TDP will delve into how changes affect FAST's services. For example, transportation network companies (e.g., Uber and Lyft) began operating in Fayetteville just a couple months after the adoption of the last TDP. FAST's Transit Center opened in 2017 so several routes were reconfigured to converge at this location. The COVID-19 pandemic has shifted transportation patterns. All of these concerns will be examined in the TDP.

Study Area

The sixth largest city in North Carolina by population, Fayetteville is located within the eastern portion of North Carolina. Fayetteville is 64 miles south of Raleigh, NC, and 138 miles east of Charlotte, NC. Fort Bragg is located within Fayetteville city limits and has a population of approximately 60,000 soldiers. As such, it is ranked as the most populous US Army post in the United States. The recently approved

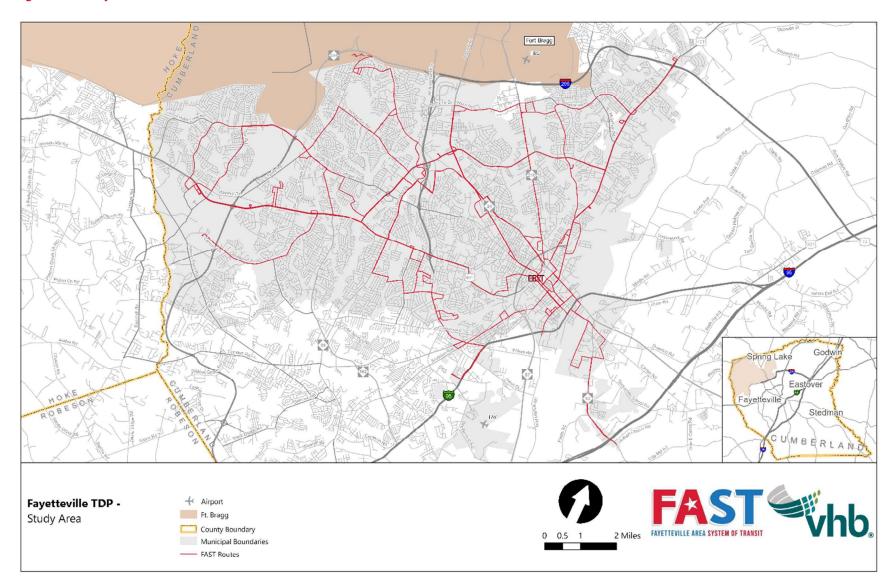


infrastructure bill will allocate \$910 million over the next five years to improve public transportation for the state of North Carolina. Fayetteville will benefit from the additional funding allowing the city to continue successful growth and development.

The study area for this project is the entire City of Fayetteville jurisdiction, including Fort Bragg. Shown in Figure 1-1, the Fayetteville Area System of Transit (FAST) operates 18 fixed local bus routes seven days per week as well as complementary paratransit service. All of these current services will be evaluated, and potential changes recommended.



Figure 1-1 Study Area





Report Organization

This report is divided into several chapters:

- **Chapter 2 System Performance Evaluation** looks at the current system's performance including goals and objectives, service profiles, peer review and trend analysis.
- **Chapter 3 Population and Land Use** focuses on reviewing how current plans impact transit and identifying transit markets.
- Chapter 4 Public Involvement summarizes outreach activities and input received.
- **Chapter 5 Market Analysis** provides ridership projections and opportunities for intermodal connections.
- **Chapter 6 Alternatives Evaluation** provides a list of proposed alternatives and an evaluation of each alternative.
- Chapter 7 Finance Plan summarizes the implementation plan and financial impact of that plan.
- Chapter 8 Regionalization provides an overview of opportunities to grow regionally.





6

Alternatives Evaluation and Recommendations

Combining the technical analysis, public input, and situation appraisal results, a list of potential alternatives are detailed in this chapter. The alternatives fall into four categories: service, infrastructure, technology, and plans and policies. Each alternative is evaluated to determine how well it supports FAST's system goals documented in Chapter 2.

Alternatives Development

TDP alternatives are developed through a robust process that includes public and stakeholder input, staff experience, technical analysis, and professional judgment. The alternatives are meant to include a multitude of options for improving FAST over the next decade and they are needs based.

Alternatives are evaluated individually to determine if they are appropriate to include in the final list of TDP recommendations. At times, alternatives may propose duplicative solutions to address the same need (e.g., recommendations for different types of services serving the same geography), but these conflicts will be resolved in the recommendations.

Alternatives fall into four categories:

• **Service alternatives** are related to transit and complementary paratransit services. They can include improvements to frequency, service hours, or days of service. They can also include the addition of service to new areas or new types of services.



- **Infrastructure alternatives** are related to physical assets such as vehicles, transfer centers, park and ride lots, administrative and maintenance facilities, and bus stop amenities that support transit services.
- **Technology alternatives** include improvements such as fare collection devices, internet access, trip planning services, smart phone "apps," and other similar improvements.
- Plans and policy alternatives are related to future studies and plans needed to implement improvements or improve organizational effectiveness. Policy improvements can be related to fare levels, complementary paratransit eligibility, and other policies.

Alternatives for each category are presented in the following sections.

Service Alternatives

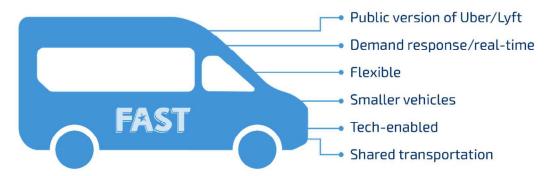
- **Existing Fixed Route Service** | Under this alternative, fixed route service will be maintained without cutting or reducing service to any existing routes. Under this alternative, short-term improvements may be made to improve efficiency to fixed route transit service.
- Existing FASTTrac! Service | Complementary paratransit service will be maintained without cutting or reducing service. As required by federal law, FAST will continue to operate complementary paratransit service for all residents who live within ¾-mile of a bus stop. Complementary paratransit service will be offered during the same hours of operation as the fixed route service. Complementary paratransit service will be expanded to other geographies or times of day if FAST fixed route services are expanded.
- **Nighttime Fixed Route Service** | Prior to the COVID-19 pandemic, FAST operated evening fixed route and complementary paratransit services until approximately 10:30 P.M. Approximately half of the daytime routes operated at night. Due to a lack of operators, FAST has not yet restored this service. Under this alternative, FAST would re-instate the same nighttime fixed route service that it operated pre-pandemic.
- **Nighttime Microtransit Service** | FAST is committed to returning service to all passengers impacted by pandemic service reductions, but the agency is also taking the opportunity provided by the pandemic to rethink its strategy for providing this service. Because nighttime ridership is lower than daytime ridership, there is a potential for re-imagining the service. Under this alternative, FAST would replace nighttime fixed route service with microtransit service.

Microtransit service is an on-demand, real-time service that operates in a manner similar to Uber and Lyft. The transit vehicle is summoned by the passenger via a smart phone "app" as opposed to the service operating on a fixed route schedule. Microtransit is a shared service so multiple passengers may be in the vehicle at one time. Transit agencies typically use smaller vehicles than they use for fixed route service. Under this alternative, FAST would use microtransit services to pick up the passenger at their point of origin and deliver them to a fixed route service which takes them to their ultimate destination.



Figure 6-1 Microtransit

What is Microtransit?



- Fort Bragg Service | Under this alternative, transit service would be expanded to better serve Fort Bragg and connect with existing on-base transportation. Exact service alignment and hours will have to be established in coordination with Base leadership. Security concerns will also have to be addressed.
- **Increased Frequency** | Increasing frequencies would cut headways in half on all routes. For example, the majority of FAST routes operate on 60-minute headways so that under this alternative, these routes would operate on 30-minute headways. Other routes operating on 30- or 90-minute headways would also be cut in half.
- **Airport Fixed Route** | Fayetteville residents have expressed interest in FAST providing direct service to the Fayetteville Regional Airport. Under this alternative, a transit route would be developed to provide service from downtown Fayetteville to the Fayetteville Regional Airport.
- West Fayetteville Fixed Route | City Council has indicated a desire for a new transit route to serve the West Fayetteville area and has provided funding for the addition. To date, the new service has not yet been implemented due to an operator shortage. This new service could be a new fixed route or a microtransit area (see the following bullet, Microtransit Areas).
- **Microtransit Areas** | Microtransit service (see definition under Nighttime Microtransit Service) serves as a cost-effective alternative to augment already existing fixed route transit service. Under this alternative, microtransit service would be implemented to provide a flexible alternative for Fayetteville residents and commuters in certain areas of the community. Microtransit services can be used to build transit demand in an area and eventually transitioned into fixed route transit service.

Several areas were noted as potential microtransit areas:

West Fayetteville | Due to low ridership levels on certain portions of Routes 17, new
microtransit service would replace this fixed route service as well as the proposed new West
Fayetteville transit route (noted under West Fayetteville Service).



- South Fayetteville | The area south of downtown Fayetteville has minimal transit service although it was previously served. At some point, FAST reduced service to only the portions of South Fayetteville that were within the city limits. New microtransit service would add additional transit service to South Fayetteville and potentially replace some routing in this area.
- Downtown Fayetteville | While there are several routes operating in downtown Fayetteville, the existing routes are typically designed to bring passengers to the FAST Transit Center and transport them back out of downtown. Microtransit service could act as a circulator service in downtown Fayetteville to encourage internal movement.
- Hope Mills Commuter Express Service | Public engagement input consistently noted an interest in transit service to Hope Mills, a community southwest of downtown Fayetteville. In particular, the request was for a service connecting commuters living in Hope Mills to jobs in Fayetteville. Under this alternative, a new commuter service would be established to serve the community of Hope Mills. The service is assumed to operate primarily during peak morning and evening commute periods with only one or two trips in the middle of the day. There are two alternatives noted below that would assist commuters in accessing this service. One option is to develop a park and ride lot and the other is to operate a circulator service.
- Spring Lake Commuter Express Service | Commuter transit service was also requested for Spring Lake during public engagement meetings. Under this alternative, a new commuter service would be established to serve the community of Spring Lake and provide access to downtown Fayetteville. The service is assumed to operate primarily during peak morning and evening commute periods with only one or two trips in the middle of the day. There are two alternatives noted below that would assist commuters in accessing this service: a park and ride lot or a circulator service.
- **Hope Mills Circulator/Microtransit** | Under this service alternative, FAST would operate a circulator or microtransit service in Hope Mills to assist passengers in accessing the commuter express service. The service would transport passengers between their origins and a central starting point for the Hope Mills express service. The service could be a circulator operating on a set route or a microtransit area where service is provided when requested by a passenger.
- **Spring Lake Circulator/Microtransit** | Under this service alternative, FAST would operate a circulator or microtransit service in Spring Lake to assist passengers in accessing the commuter express service. The service would transport passengers between their origins and a central starting point for the Spring Lake express service. The service could be a circulator operating on a set route or a microtransit area where service is provided when requested by a passenger.

Infrastructure Alternatives

• **Transfer Hub Modernization** | FAST has several hub areas where multiple routes come together to facilitate transfers between routes: Cross Creek Mall, University Estates, and Food Lion (Raeford Road and Ireland Drive). Under this alternative, these transfer areas would be upgraded and modernized. Improvements could include seating, shelter, wireless internet, and other amenities.



- **Upgraded & Modernized Bus Shelters** | FAST continuously adds and replaces shelters at its bus stops. FAST will continue to modernize shelters by adding new and replacement shelters annually. These new shelters will meet ADA requirements.
- **Bus Stop Signs** | FAST is adding new bus signs to its bus stops. Under this alternative, new bus stop signs would be added annually to the system.
- **FAST***Trac!* **Stop Amenities** | There are certain destinations that are particularly popular with FAST*Trac!* passengers. Under this alternative, FAST would review these popular destinations to determine if amenities could be incorporated to make waiting at these locations more enjoyable.
- **Electrification of Transit Vehicles** | FAST is working to transition its vehicle fleet to electric vehicles instead of diesel vehicles. FAST has already received federal and state grant funds to replace up to five vehicles. Diesel vehicles will be replaced as they reach the end of their useful lives. Transition to electric vehicles on longer routes may require further investment to allow for in-route charging.
- Bus Pullouts | Bus pullouts are designed for buses to pick up and unload passengers more safely by removing the vehicle from the traffic lane. Under this alternative, additional bus pullouts would be constructed to improve safety for bus operators and passengers. It is unlikely that FAST would construct pullouts; it is typical for the roadway owner and operator to construct these types of facilities.
- Park and Ride Lots | This alternative includes the addition of park and ride lots to serve the
 expansion of express services to Hope Mills and Spring Lake. Park and ride lots allow transit users
 to drive their private automobiles to a single location so that it is easier for them to access transit.
 It also improves transit operational efficiency by reducing the number of locations for picking up
 passengers.
- Sidewalk Analysis | Most FAST passengers access the fixed route transit system as pedestrians.
 As such, sidewalk infrastructure, or lack thereof, is a significant barrier to accessing FAST services.
 While FAST constructs landing pads and short sidewalk connections between its stops and
 existing sidewalks, it is not the role of the transit agency to provide sidewalks generally. Under
 this alternative, FAST would provide a prioritized list of bus stops needing sidewalk infrastructure
 to the City of Fayetteville with the hope that the City would prioritize its sidewalk building
 program to address the needs of FAST passengers.

Technology Alternatives

- Website | While FAST has an operational website, its functionality can be a bit difficult for FAST
 residents and visitors to quickly access information. Public input indicated interest in an easier to
 use website for FAST. Under this alternative, updates would be made to the FAST website to make
 it more user friendly and interactive.
- **Wi-Fi** | FAST passengers have expressed interest in having Wi-Fi access on FAST vehicles. Under this alternative, Wi-Fi would be added on all transit and complementary paratransit vehicles. There is a separate project that may lead to Wi-Fi being added to fixed route services on Murchison Road.



- **FAST***Trac!* **Application** | Stakeholders have indicated a need for a complementary paratransit application process that is accessible to those with visual impairments. Under this alternative, an ADA-accessible application would be developed to assist visually impaired passengers in completing the application.
- Cashless Fare System | FAST has received a grant to explore the implementation of a cashless
 fare system, meaning passengers would not be able to pay for bus fares using cash. Under this
 alternative, the current fare collection system would be converted to add other payment
 mechanisms.

Planning and Policy Alternatives

- Fort Bragg Transit Plan | Fort Bragg personnel have expressed interest in having a transit connection serving Fort Bragg. FAST service currently does not go onto the secure portion of the Base so, under this alternative, a study would be conducted to determine the type and level of transit service for Fort Bragg.
 - In addition to providing service, FAST may explore a universal pass program with Fort Bragg. Universal pass programs are a form of contract between a transit agency and a large employer or university. The employer or university provides a set amount of financial support to the transit agency in exchange for all employees and/or students receiving free, unlimited rides on the fixed route transit system. Under this alternative, a universal pass program would be explored with Fort Bragg.
- **Good Repair Principles** | Transit agencies are required by federal statute to maintain existing transit assets in a state of good repair. Under this alternative, FAST would continue to repair and maintain assets in accordance with this requirement.
- Marketing Plan | Much of the public input received during the TDP process related to a need to market FAST services. Under this alternative, a comprehensive marketing plan would be developed that targets specific audiences, educates riders on transit and promotes the benefits of using transit services with the goal of increasing ridership.
- Compensation & Benefits Study | A compensation and benefits study analyzes market rate compensation and benefits for staff in comparable geographies with comparable job responsibilities. Ideal outcomes of this study are recommendations that reduce employee turnover and improve organizational effectiveness. The City of Fayetteville is already undertaking a study to ensure appropriate levels of compensation and benefits for all City staff, including FAST employees.
- Staffing Review Study | Both stakeholder input and the peer evaluation indicated that FAST may need to adjust staffing levels. Staffing increases will be particularly important as the recommended service alternatives are rolled out. Under this alternative, a staffing study would be conducted to determine the functionality and staffing levels needed within each FAST department.
- **Bus Operator Training Program** At present, operator shortages are constraining FAST services (i.e., nighttime service) such that a bus operator training program is needed. FAST recently entered a partnership with Fayetteville Technical Community College to provide scholarship



money for students entering FTCC's Class B Commercial Driver's License training program if the student agrees to work for FAST for a period of time. FAST also added an operator trainee position to provide an internship for one student to work while in the training program.

- **TDP Update** | It is recommended that the TDP be updated every five years to address evolving community needs. The next update would be completed in 2027.
- Transit Design Guidelines | The establishment of transit design guidelines allows FAST to communicate best practices to developers to improve the transit supportiveness of new development in Fayetteville. Under this alternative, a handbook would be created for developers to educate them on these best practices.
- **Planning and Zoning Collaboration Day** | An established relationship between transit agencies and a city's planning and zoning department is crucial to improve transit services. Under this alternative, FAST would host a day annually to collaborate, coordinate and meet with Fayetteville Planning and Zoning Division staff. While collaboration should happen all year long, this event would allow FAST to focus on improving its relationship with the Planning and Zoning Division.
- **Developer Award** | Offering recognition to developers who implement transit friendly design can be useful to encouraging transit supportive development. Under this alternative, an award would be created to recognize developers who implement transit friendly design.
- **Fixed Route Barrier Study** | While some individuals cannot use fixed route transit service under any circumstances, other individuals could use fixed route transit service if it were not for barriers preventing them. For example, if there is no sidewalk connecting a residence to a bus stop, individuals dependent on mobility aides may not be able to access the fixed route system. This study would look at barriers to fixed route access across the FAST service area and make recommendations for addressing them.
- Transit Asset Management Plan | Federal statute requires transit agencies to develop and update a transit asset management (TAM) plan. A TAM plan provides a strategic process to operate, maintain, rehabilitate, and replace transit assets to manage their performance. Under this alternative, FAST would develop a TAM plan in compliance with this requirement.
- **Title VI Plan** | Federal statute requires transit agencies to develop and update a Title VI plan every three years. Title VI ensures equity in transit service and fare changes. Under this alternative, FAST will develop a Title VI Plan in compliance with this requirement.

Evaluation

The alternatives evaluation process provides insight into how effective each alternative is at supporting FAST's goals. Understanding the extent to which each alternative supports FAST's goals is used in the development of the ten-year phased implementation plan. Alternatives that provide more support for FAST goals can receive higher priority in the phasing of the ten-year plan.



It should be noted that the evaluation process is one piece of information used in the development of the phased 10-year plan. Other inputs include a desire to spread costs out over the 10-year timeframe, a need to logically time improvements (i.e., building a park and ride lot before starting commuter express bus service), and professional judgment. It may also be difficult to compare evaluation scores across alternative categories (i.e., services versus technology) as they are very different types of improvements. It is best to review evaluation scores within the same category.

Criteria

Evaluation criteria were developed to measure how well each alternative supported FAST goals and objectives. For each goal, at least one metric was developed to measure how well an alternative supports that FAST goal. For more information on FAST goals, see Chapter 2.

The following evaluation criteria were developed.

- Improve quality of life
- Increase safety and security
- Stimulate economic activity
- Support equity
- Sustainability of improvement
- Maintain or increase ridership

- Cost effectiveness
- Connectivity to other transportation modes
- Support from prior plans
- Public input

Scoring

Each alternative received a score indicating how well it supports each metric. The scores were based on a three-tier scoring system measuring whether each alternative was very supportive, somewhat supportive or not supportive in each metric category. Table 6-1 provides an overview of the alternative scores in each evaluation metric.



Table 6-1 Evaluation Results | Scoring

Table 0-1 Evaluation Results Scoring											
Alternatives	Quality of Life	Safety & Security	Economic Activity	Equity	Sustainability	Ridership	Cost Effectiveness	Connection	Prior Plans	Input	Total Score
Service		,				•				•	
Existing Fixed Route Service	+	♦	•	•	•	*	•	•	•	•	*****
Existing FAST <i>Trac!</i> Service	•	♦	•	•	•	•	•	•	•	•	******
Nighttime Fixed Route Service	•	♦	•	•	•	•	•	•	•	•	******
Nighttime Microtransit Service	•	♦	•	•	•	*	•	•	•	•	*****
Fort Bragg Service	•	♦	•	•	•	*	•	•	•	♦	*****
Increased Frequency	•	♦	•	•	♦	•	♦	•	•	•	*****
Airport Fixed Route	\$	♦	•	•	•	♦	•	•	♦	♦	****
West Fayetteville Fixed Route	•	♦	•	•	•	*	•	•	•	♦	*****
Microtransit in West Fayetteville	•	♦	•	•	•	•	•	•	•	•	*****
Microtransit Areas	•	♦	•	•	•	•	•	•	•	•	*****
Hope Mills Commuter Express Route	•	♦	•	•	•	•	•	•	•	♦	*****
Hope Mills Circulator/Microtransit	•	♦	•	•	•	♦	•	•	•	♦	****
Spring Lake Commuter Route	•	♦	•	•	•	•	•	•	•	•	*****
Spring Lake Circulator/Microtransit	•	♦	•	•	•	♦	•	•	•	\Diamond	****
Infrastructure											
Transfer Hub Modernization	•	•	•	•	•	•	•	♦	•	♦	*****
Upgraded & Modernized Bus Shelters	•	•	•	•	•	•	•	♦	•	♦	*****
Bus Stop Signs	•	♦	♦	•	•	♦	•	♦	♦	\Diamond	***
FAST <i>Trac!</i> Stop Amenities	•	•	•	•	•	•	•	♦	♦	♦	****
Electrification of Transit Vehicles	•	♦	•	•	•	♦	♦	♦	•	•	***
Bus Pullouts	•	•		•	♦	♦	♦	♦	•	♦	◆◆◆
Park and Ride Lots	•	♦	♦	♦	•	•	♦	♦	•	•	***
Sidewalk Analysis	•	•	•	•	•	•	•	♦	•	♦	*****
Technology											
Website	•	♦	♦	•	•	•	•	♦	♦	*	****
Wi-Fi	•	♦	•	•	•	•	•	•	♦	♦	*****
FAST <i>Trac!</i> Application	•	♦	•	•	•	•	•	•	♦	•	*****
Cashless System	•	♦	♦	♦	•	\$	\$	♦	\$	♦	◆◆

[◆] Very Supportive



[◆] Somewhat Supportive

[♦] Not Supportive

Table 6-1 Evaluation Results | Scoring (Continued)

Alternatives	Quality of Life	Safety & Security	Economic Activity	Equity	Sustainability	Ridership	Cost Effectiveness	Connection	Prior Plans	Input	Total Score
Policies & Plans										•	
Fort Bragg Transit Plan	•	\$	•	•	•	•	•	•	\$	•	*****
Fort Bragg Universal Pass Program	•	\$	•	•	•	•	•	•	♦	♦	****
Good Repair Principles	•	•	♦	*	•	•	•	♦	♦	♦	◆◆◆◆◆
Marketing Plan	•	\$	•	*	•	•	•	♦	♦	•	****
Compensation & Benefits Study	•	\$	•	*	•	\$	•	♦	♦	♦	***
Staffing Review Study	•	\$	•	*	•	\$	•	♦	♦	•	***
Bus Driver Training Program	•	•	•	•	♦	•	•	\$	\$	•	****
TDP Update	•	\$	•	•	•	\$	•	\$	\$	\$	♦♦♦
Transit Design Guidelines	•	♦	\$	•	•	\$	•	\$	•	•	◆◆◆
Planning and Zoning Coordination Day	•	\$	•	•	•	\$	•	•	•	\$	***
Developer Award	\$	\$	♦	\$	•	\$	•	•	♦	\$	♦♦♦
Fixed Route Barrier Study	•	•	•	•	•	•	•	♦	•	•	*****

[◆] Very Supportive



[◆] Somewhat Supportive

[♦] Not Supportive

Recommendations

The recommendations for FAST improvements fall into three steps:

- **Step 1 Rebuild Service** | The first step focuses on returning service levels to those operating prior to the COVID-19 pandemic. Returning service does not necessarily mean that service will operate exactly as it had before the pandemic. FAST is taking the opportunity created by the pandemic to consider how to improve service efficiency.
- **Step 2 Improve Service** | The second step focuses on taking current services to the next level. Primarily, this step focuses on improving frequencies of fixed route services and creating more comfortable spaces for waiting passengers.
- **Step 3 Expand Service** | After improving current services in Step 2, FAST will move to expanding services in Step 3 to areas where it is not currently offering service.

The timeline for the improvements is roughly a decade with the bulk of the time being spent in Step 2 to improve current services. More details about the improvements made in each step are provided in the following section.

Figure 6-2 Recommendation Timeline



Step 1 Rebuild Service (2023 – 2024)

Rebuilding service focuses on re-establishing service to passengers who lost it during COVID and strengthening the current network to remedy any missing service.

- FAST will continue to operate all current fixed route service and FASTTrac! service.
- FAST will re-instate nighttime service through the use of core fixed routes augmented by microtransit services. Microtransit service will replace areas previously served by fixed route service where operating fixed route services in the evening was inefficient.
- FAST will continue to replace transit vehicles as they reach the end of their useful lives.
 Replacement vehicles will be electric. As vehicles are replaced, FAST will also consider upgrading them to include wireless internet access.
- FAST will invest annually in modernizing bus shelters and improving bus stops to meet ADA requirements.
- FAST will continue to maintain its assets in a state of good repair.



- FAST recently was awarded a grant to review a cashless fare system so it will conduct that study.
- The Fayetteville community made clear through the public input process that improvement in service to Fort Bragg was imperative. Unlike other areas, FAST has to collaborate with Fort Bragg in order to begin serving secure areas of the base. FAST has begun conversations with Fort Bragg and hopes to add service in the near future. During this process, FAST will work to determine if Fort Bragg can support its military members through a universal pass, or similar, program.
- The City of Fayetteville is already undertaking a compensation and benefits study to ensure competitive salaries and benefits for FAST employees. More competitive compensation packages will help FAST recruit and retain operators to fill new operator positions created by adding new transit service.
- FAST has already begun a partnership with FTCC to recruit and train operators. FAST will continue this partnership.
- FAST will develop a marketing plan to promote its services. The marketing plan will target individual market segments (e.g., students, military service members, seniors) and provide marketing messages for each. FAST will provide staffing resources to implement the marketing plan.
- In preparation for the move to Step 2, FAST will conduct a staffing review. Current staffing levels may not adequately meet the needs of an expanding system so FAST will determine where there may be deficiencies. It is anticipated that FAST will need to increase transit operator and marketing staff, among other areas for capacity increases.

Step 2 Improve Service (2025 – 2030)

The second step focuses on improving current services to better meet the needs of current passengers and attract future passengers. The steps are intended to be layered such that all of the improvements undertaken in Step 1 will continue for the duration of the next steps.

The primary focus is on increasing the frequency of fixed route service. Over approximately a
four-year timeframe, FAST will reduce the headways on its service by half (i.e., the bus will pass by
each bus stop twice as often). Prior to increasing frequencies, FAST will conduct a comprehensive
operations (COA) analysis to review low ridership segments, improve on-time performance, and
generally ensure that the routes are operating efficiently.

It is anticipated that FAST will begin frequency improvements on routes with the highest ridership levels, but the COA will also contribute to understanding which routes should be prioritized for improvements. It is anticipated that the improvements will occur over a four-year timeframe. Table 6-2 provides an example of the timeline, but as noted, the exact order of the routes for improved frequency will be determined through a COA.



Table 6-2 Frequency Improvements Timeline

Year	Routes
2025	3, 5, 7, 8
2026	4, 6, 9, 14, 16, 18
2027	11, 12, 15, 17, 19
2028	10, 30, 31

- To reduce headways, FAST will need to purchase many new vehicles. The FAST maintenance building is already operating at capacity and in need of replacement. FAST will need to study the best way to increase capacity, which could include building a new facility to store and maintain all of the new vehicles.
- FAST will focus on improving infrastructure with modernization and improvement of the Cross Creek, University Estates and Food Lion (Raeford Road and Ireland Drive) transfer locations.
- FAST will work with the City of Fayetteville to improve the functionality of its website. As technology continues to evolve, the website will need to continue to be upgraded to ensure its relevance.
- FAST will review popular FAST*Trac!* destinations to determine if there are any potential improvements to be made for waiting passengers.
- FAST will undertake a study to determine what barriers there are to using the fixed route system for FAST*Trac!* passengers. Addressing these barriers can enable FAST*Trac!* passengers to transition to the fixed route system which provides greater mobility for these individuals and reduces costs for the transit agency.
- Again, a marketing plan will be developed to promote FAST services to various segments of the community.
- Other planning activities will be undertaken such as an update to the TDP after a five-year period.
 FAST will prepare a transit design guidelines document to assist developers in understanding
 transit friendly design. It will pair the launch of the development guidelines with its new developer
 award to recognize transit friendly design in Fayetteville. Finally, FAST will begin to meet with the
 Planning and Zoning Division on an annual basis to ensure coordination. Coordination will include
 discussions about sidewalk needs and bus pullouts.

Step 3 Expand Service (2031 – 2032)

The final phase focuses on expanding transit services to areas that are not currently served. The timing of Step 3 will depend on the duration of Step 2.

• Expansion of service will include commuter express services to Hope Mills and Spring Lake. These services will allow residents of these communities to access employment opportunities in



Fayetteville. As noted in Chapter 5, FAMPO has included a regional transit study in its UPWP. It is anticipated that this study will be completed before FAST enters Step 3 and the study will help FAST, with the assistance of FAMPO, to refine this recommendation.

- FAST will have to determine how residents of Hope Mills and Spring Lake will access commuter
 express services. FAST could implement a park and ride system to allow residents to drive and
 park to access the bus or it could implement a circulator/microtransit system to pick up
 passengers to connect with the commuter service. A study to determine the best option will be
 undertaken.
- In addition to adding express route service to Hope Mills and Spring Lake, it is recommended that FAST also consider opportunities for express routes to high demand areas within the City of Fayetteville. The determination of potential areas for express service will be determined by ridership levels on existing fixed route services within the City of Fayetteville. These routes may need park and ride lots to support express service.
- FAST will also add service to the Fayetteville Regional Airport.
- Expansion of microtransit services in West Fayetteville and the southern portion of Fayetteville will be explored during Step 3.

Below is a table to express the projected ridership based on the implementation of recommended improvements as part of this TDP. These projections are based on 2019 ridership numbers.



Table 6-3 Projected Ridership

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Current Ridership (2019)	1.8M	1.8M	1.8M	1.8M	1.8M	1.8M	1.8M	1.8M	1.8M	1.8M
Fort Bragg Service	44K	50K	56K	63K						
Increased Frequency				217K	577K	745K	1.0M	1.1M	1.2M	1.2M
Airport Fixed Route										385K
Spring Lake Commuter Route									300K	343k
Spring Lake Circulator/Microtransit									332k	332k
Hope Mills Commuter Express Route									300k	343k
Hope Mills Circulator/Microtransit									332k	332k
Totals:	1.84M	1.85M	1.85M	2.0M	2.4M	2.6M	2.9M	3.0M	4.3M	4.8M



Next Steps

To implement the recommendations in this plan, FAST will need support from City Council. Not only does City Council approve this plan and the vision presented herein, it will also need to assist FAST in funding these recommendations. Each year, the City's annual budget will need to address the recommended improvements.





8

Regional Transportation Options



Travel Patterns

In 2018, there were 110,202 people employed in Cumberland County. Of those, 50,355 (45.7%) traveled from outside the County to work. As shown in Table 3-9 and Figure 3-22, 59,847 (54.3%) of the County's residents lived and worked within Cumberland County. The remaining 46,781 (43.9%) residents were employed outside of Cumberland County.

Table 8-1 Employment Travel Flows of Cumberland County

Employed in Cumberland County	110,202	100.0%
Employed in Cumberland County but Living Outside of County	50,355	45.7%
Employed and Living in Cumberland County	59,847	54.3%
Living in Cumberland County	106,628	100.0%
Living in Cumberland County but Employed Outside of County	46,781	43.9%
Living and Employed in Cumberland County	59,847	56.1%

The median travel time to work in Cumberland County is 24.2 minutes. The shortest commute times in the County are around Fort Bragg, areas surrounding Fayetteville's CBD, and along the All American Highway corridor (Figure 3-23). Travel times tend to increase as a place of residence increases in distance away from downtown Fayetteville or the regional center along the All American Highway. Rural Cumberland County has the longest average commute times.

The transit mode share for Cumberland County is just 1 percent of commuters. Depending on block group, this may range between 0 percent and 42 percent. High transit utilization areas exist immediately east of downtown Fayetteville and south-central Fayetteville near Owen Drive (Figure 3-24). Additional high transit use areas include North Fayetteville bounded by I-295, U.S. 401, and NC-24; southern Spring Lake and Fort Bragg, and along the U.S.301 and I-95 corridor.

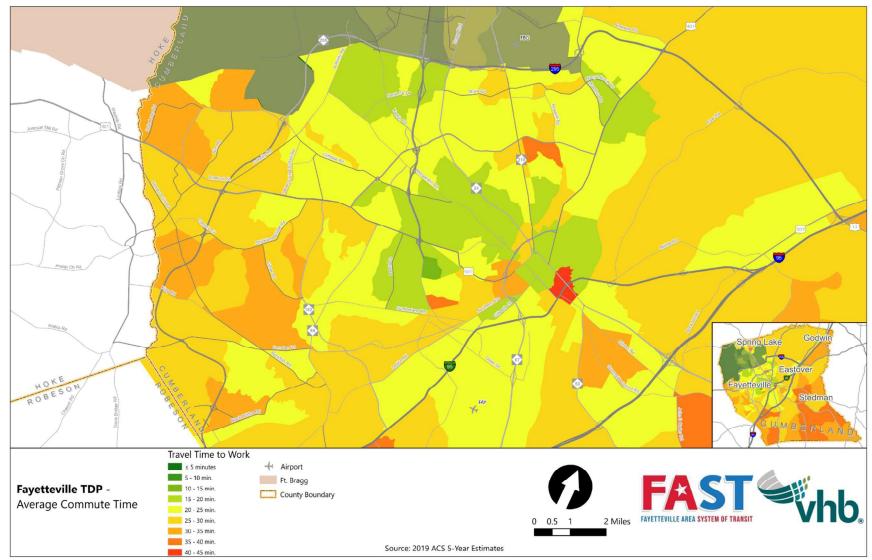


Spring Lake Fayetteville 46,781 50,355 Stedman 59,847 CUMBERLAND BLADEN Fayetteville TDP -Municipal Boundary Ft. Bragg **Employment Travel Flows** County Boundary 8 Miles Source: 2018 LODES

Figure 8-1 Cumberland County Employment Travel Flow



Figure 8-2 Average Commute Time





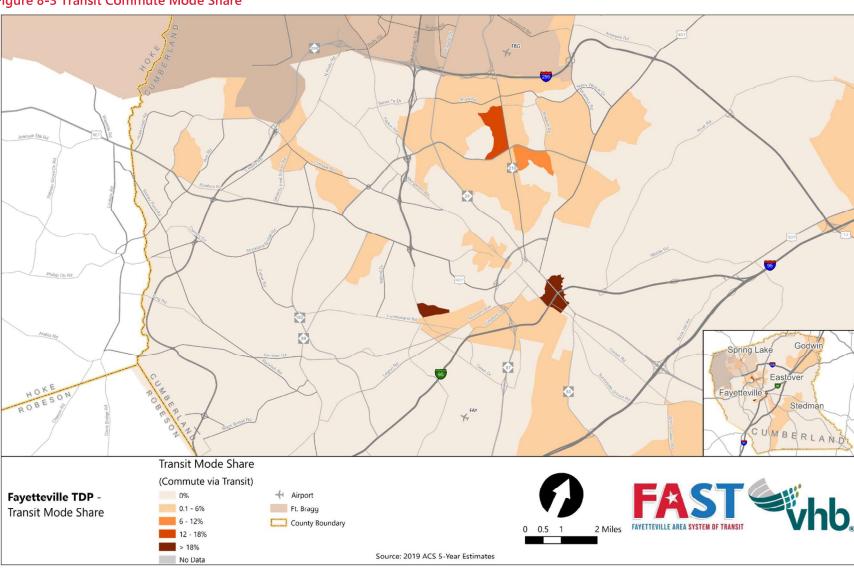


Figure 8-3 Transit Commute Mode Share



Regional Coordination

FAST has begun strengthening its relationship with Cumberland County in order to provide better service and gather feedback from the County as well. FAST's Transit Director was recently appointed to the County's Transportation Advisory Committee (TAC) giving FAST greater access to information regarding transportation improvements being made at the county level.

FAST is also working to build a better relationship with the Fayetteville Area Metropolitan Planning Organization (FAMPO) and the City of Fayetteville Planning & Zoning Division. These organizations impact FAST operations and planning in various ways so strengthening the relationships can assist with future efforts. For example, FAMPO has earmarked funding for a regional transit study in its Unified Planning Work Program (UPWP) and the Planning & Zoning Division influences land use decisions that could support FAST services.

Multimodal Connections

There are several other entities that provide transportation services within the FAST service area. These services can complement or compete with FAST service within the region. There are also important multimodal connections that support FAST services. Each of these is explored below.

Spring Lake Transit Service

The City of Spring Lake operated bus transit service with access to Fort Bragg, University Estates and the City of Spring Lake. Spring Lake contracted its bus services through Majestic Mobility. Transit service was suspended indefinitely as of October 22, 2021. The transit service included the following features.

- Fares: \$1 per trip each way
- Days of Operation: Monday-Friday (No weekend service)
- Hours of Operation: 6:00 AM to 10:00 AM and 1:00 PM to 4:00 PM

Health & Human Service Organizations

Often health and human service organizations provide transportation services and/or information to clients, such as seniors or individuals with disabilities. Cumberland County operates the Community Transportation Program. The Community Transportation Program focuses on providing trips to three distinct groups for distinct purposes: medical transportation for the elderly and individuals with disabilities, work or school trips for urban residents, and work, school, medical or shopping trips for rural residents. These programs have limited funds, so they are not always available.

Intercity Bus and Rail Service

Greyhound provides intercity bus service to Fayetteville. The Greyhound station is located at 505 Franklin Street within the FAST Transit Center. The station is open seven days a week from 12:00 AM to 4:00 AM, 10:30 AM to 1:00 PM, and 4:30 PM to 7:00 PM. At present, Fayetteville has buses that depart daily for



destinations north and south along the New York – Miami route and east and west on the Charlotte – Wilmington route. Transfers provide access to a nationwide network of destinations.

StarLine Coach and Wanda Coach also offer intercity bus service in Fayetteville. Both pick up passengers at the Fayetteville Motor Speedway. Passengers can reach destinations like New York City and Washington, DC via these services. Megabus recently reinstated service to Fayetteville. Fayetteville passengers can use Megabus to travel to Atlanta (GA), Columbia (SC), Durham (NC), New York (NY), Richmond (VA), or Washington (DC).

Amtrak provides intercity train connectivity through Fayetteville. The Amtrak station is located at 472 Hay Street and is very close to the FAST Transit Center. The station is open 10:00 AM to 6:00 PM. Trains arrive once a day in the northbound and southbound directions.

Ridesharing Programs

There are ridesharing services including Uber and Lyft operating in Fayetteville. Riders use a smart phone application to book travel on either service. Services are available 24 hours a day, seven days a week, assuming drivers are available.

First Mile/Last Mile Connections

In 2017, Fayetteville was ranked last for walkability among cities with more than 200,000 residents by Walk Score. Fayetteville is also overrepresented in the number of pedestrian crashes and severe injuries/deaths in North Carolina. Recently, City leadership and other agencies have been working to improve pedestrian safety and infrastructure in the city.

NCDOT is currently conducting a pedestrian safety study for Raeford Road. The assessment is reviewing crosswalk locations, lighting, and gaps between signalized intersections. NCDOT will also be conducting a study to potentially recommend a major intersection change for US 402 and Skibo Road. The assessment could include pedestrian improvements.

In 2018, Fayetteville City Council approved Lime to begin its mobility sharing service. Lime is a bike and scooter rental service that first began offering rental bicycles to students attending Fayetteville State University. Students can order a rental bicycle through Lime's mobile application. Lime does not offer any scooters for rent in the region.

Funding Options

To enhance regional connections, various funding opportunities can be leveraged. Options include ways that These options are listed below:

- Increased sales tax
- Dedicated property tax
- Increased vehicle registration fees
- Infrastructure trust funds
- Tax Increment Financing Districts (TIF)



- State Funding (North Carolina Department of Transportation grants)
- Federal financing (Federal Transit Administration (FTA), United States Department of Transportation (USDOT), Federal Highway Administration (FHWA))
- Public Private Partnerships

More details on funding options can be found in Chapter 7: Finance Plan.



Appendix A

Short-Term Recommendations

Strengths

The consultant noted the following strengths and the need to preserve these strengths:

- Three higher ridership corridors:
 - Route 4 from downtown Ray Avenue, Moore Street, and Hillsboro Street, continuing with Route 5 on Ramsey St (US 401)
 - o Route 12 on Murchison Road
 - Routes 8, 15, and 31 from Food Lion at Ireland Drive, extending on Owen Drive to Southern Avenue
- FAST has numerous opportunities for transfer and is well-designed for this purpose:
 - Two primary hubs
 - FAST Transit Center
 - Cross Creek Mall
 - Two other major hubs
 - Wal Mart at Skibo Road
 - University Estates

Overall Service Considerations

- Return evening service
- Prior to implementing the recommendation to increase frequency, do a complete Comprehensive Operations Analysis
 - At the very least, all timepoints should be reviewed to ensure they still make sense given changes in routing and development patterns.

Route-by-Route Recommendations

- Route 3
 - This route has a lot of apartment complexes and is a very complex route
 - Consider connecting Oak Run Apartment residents to a Wal-Mart or similar shopping center
 - Consider removing the Cedar Creek Road portion (SE of downtown) and replacing with Microtransit or alternative transportation option
 - Or reduce the route to a simple, straight trunk line with microtransit feeding into it
 - Another idea would be to split this into two routes: serve the downtown area with one and serve the area SE of downtown with the other



- If you split this route, could you extend the piece outside of downtown to include the Campbell Soup factory as that was a requested destination
- This extension would also allow FAST to serve the Vision Resource Center
- Whatever change is undertaken on this route, it needs to be communicated and marketed carefully. The individuals who live SE of downtown already feel that they do not receive as much service so the changes need to provide greater service to these individuals.
- Any changes should also be reviewed for equity concerns
- Timepoints should be reviewed to ensure they make sense. Operators indicated it is difficult to keep the schedule on this route.

• Route 4

• Timepoints should be reviewed to ensure they make sense. Operators indicated it is difficult to keep the schedule on this route.

• Route 5

- Schedule adherence is an issue on this route.
- Wal-Mart APC data is incorrectly coded in the GTFS data so that should be updated.
- Consider cutting service to Methodist University
 - Ridership is low and on-time performance is suffering
 - Consider adding microtransit option for the university

Route 6

- Ridership has been declining on this route
 - When Route 14 was added, it provided a way to go directly to Wal-Mart instead of going indirectly on Route 6
- Consider interlining with Route 12
- To connect to Amazon, consider extending Route 6, which already connects to Cross Creek Mall and University Estates, with a 5-minute extension in each direction (10-minute addition to cycle)

• Route 7

- Consider streamlining and removing diversions into the neighborhood
- It is a very long route so could consider truncating it or dividing it into two routes
- Consider adding a stop between Bunce Road and Skibo Road on Raeford Road

• Route 9

- Remove loop make one-way both inbound and outbound; consider replacing with microtransit
- Serves a lot of seniors so do not want to remove service altogether, but it is hard for the larger buses
- Overlaps with Route 11

• Route 10

- Consider modifying route along Raeford Road
- Consider replacing with microtransit
- Understanding that it is serving newly annexed area, still need to provide service

Route 11

- Overlaps with Route 9 service
- Consider extending up to Goodyear Service Plant off of Bethune Drive
- o Consider ending at the Senior Center in the big turn





City of Fayetteville

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

City Council Action Memo

File Number: 22-2882

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Consent

Agenda Number: 7.021

TO: Mayor and Members of City Council

THRU: Doug Hewett, City Manager

FROM: Brook Redding, Special Project Manager

Lisa Harper, Assistant City Attorney

DATE: August 8, 2022

RE:

Camping on Public and Private Property Ordinance Chapter 17

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 of Fayetteville has developed a comprehensive strategy to address the risks associated with homeless encampments. In May 2022, Council was presented with options and solutions to address high-risk encampments. On August 1, 2022 City Council directed staff to return with selected revisions to the ordinance recommendation.

Background:

In April 2021, the City Manager directed city staff to establish a Homeless Encampment Task Force (TF). The TF was charged with conducting research and analysis to create policy and protocol recommendations for addressing homeless encampments in the city. The TF established a six-phased approach to generate feasible and suitable solutions

File Number: 22-2882

when addressing homeless encampments. The first two phases have been completed, with phase three currently underway. Pending Councils' actions, phase four will begin once the milestones of phase three are complete. The phases are as follows:

- Phase One Conduct Research and Generate Findings
- Phase Two Identify best practices, Conduct small group research of methods, and create recommendations based on best practices
- Phase Three Present Findings for Ordinance and Ordinance Adoptions, and revise protocol with community stakeholders
- Phase Four Pilot program
- Phase Five After Action Review of Pilot, Implement Changes, Report to Council
- Phase Six Implement the final program protocol, Adopt the policy

Issues/Analysis:

The staff previously presented Council with several findings and recommendations from the Homeless Encampment Task Force's work. A significant component of the TF recommendations was the need for policy to address camping on public and private property. The current camping ordinance only prohibits overnight camping at parks and cemeteries. It leaves other public venues open and does not prohibit camping on private property or other city-owned property.

The Camping on Public and Private Property ordinance recommendation enhances the current camping ordinance in several ways. They are as follows:

- It adds/expands definitions of the different types of camping and activities
- Public Property
 - When overnight shelter is available; Prohibits camping on all city-owned property, including city-owned rights-of-way
 - Encampments deemed High-Risk to the public health and safety will be posted no trespass, removed, and cleaned
 - Prohibits sleeping in vehicles on public property between 10:00 p.m. and
 5:00 a.m.
 - Prohibits the construction of tents or the laying down of bedding material from 8:00 a.m. to sunset and requires that any structure that is permissibly erected must be taken down and put away from 8:00 a.m. to sunset on public property
- Private Property
 - Prohibits camping on private property without the owner's written consent
 - Limits the number of consecutive days allowed on private property with owners' written consent
 - Prohibits sleeping in vehicles on private property without owners' written consent
- Allows special permitting to allow camping in connection with a special event In addition to the ordinance recommendations, staff conducted an iterative review of the Impact Reduction Program (IRP) with the Continuum of Care (COC). The IRP provides the protocol for engaging unsheltered individuals in the City, specifically when health and safety concerns are identified. The IRP uses a comprehensive risk assessment matrix to

File Number: 22-2882

assess the risk of an encampment and measure its impact on the health and safety of the public and the occupants residing within the camp. Additionally, the IRP follows three Guiding Principles:

- People experiencing homelessness have the same civil rights as housed residents
- 2. All unsheltered individuals, like all City residents, will be treated with dignity and respect
- 3. All relocations of unsheltered individuals collaborate with appropriate partners and include resource offerings whenever possible

The COC board and members, along with city staff, discussed and deliberated on the components and processes of the IRP. City staff and COC members met multiple times virtually, and in person, which led to several revised parts of the original program recommendations. However, these revisions did not change the overarching structure and process of the original program.

The review process created numerous benefits that have helped strengthen and codify the relationship between the City and the COC, in addition to bringing new ideas and solutions into the environment. With the revisions finalized, the staff is poised to begin planning the implementation of a Pilot Impact Reduction Program. This program would work by, with, and through the COC to address the high-risk encampments identified around the city.

Budget Impact:

None at this time

Options:

Option #1 - Council adopts ordinance

Option #2 - Council directs staff to revise ordinance and return at a later date.

Recommended Action:

Council adopts ordinance

Attachments:

Camping on Public Property Ordinance.pdf

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING CHAPTER 17, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA

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

Section 1. Section 17-2, Reserved, is amended by deleting the same in its entirety and substituting with the following:

Sec. 17-2. Camping on Public Property

- Purpose. The streets and public areas within the city should be readily a. accessible and available to residents and the public at large. The use of these areas for camping purposes interferes with the rights of others to use the areas for which they were intended. Such activity can constitute a public health and safety hazard, which adversely affects neighborhoods and commercial spaces. Camping on private property without the owner's consent, without proper sanitary measures, and for other than a minimal duration adversely affects private property rights as well as public health, safety, and welfare of the city. The purpose of this section is to maintain streets, parks, and other public and private areas within the city in a clean, sanitary, and accessible condition and to protect the health, safety, and public welfare of the community while recognizing that subject to reasonable conditions, camping and camp facilities associated with special events can be beneficial to the cultural and educational climate in the city. Nothing in this section is intended to interfere with otherwise lawful and ordinary uses of public or private property.
- b. *Definitions*. As used in this section:

Available Overnight Shelter means a public or private shelter with available overnight space, open to an individual or family unit experiencing homelessness at no charge.

Camp or Camping means sleeping, making preparations to sleep (including lying down or the laying down of bedding for the purpose of sleeping), and/or storing personal belongings; the placement of tents, huts, tarps; parking of a motor vehicle, motor home or trailer, or mooring of a vessel or any other type of structure for living accommodation purposes. Camping as defined in this section is deemed a public nuisance, and the city may summarily remove a temporary shelter, bedding, or personal belongings.

Camp Facilities include, but are not limited to, tents, huts, vehicles, vehicle camping outfits, or temporary shelter.

Establish means setting up or moving equipment, supplies, or materials onto public or private property to "camp" or operate camp facilities.

Maintain means keeping or permitting equipment, supplies, or materials to remain on public or private property to camp or operate camp facilities.

Operate means participating or assisting in establishing or maintaining a camp or camp facility.

Ordinary High-Water Mark means the average level of the water attained in annual seasonal flow.

Park or Park Facilities means any areas set aside for recreational uses, areas conserved for their scenic interest, playgrounds, beaches, recreation centers, golf courses, and any other areas owned or operated by the City of Fayetteville and which are intended for active or passive recreational purposes. The word "park" shall also include any parking lot adjacent to any park, any buildings, equipment, plants, or other facilities located in any park, and any landscaped public area and/or right-of-way.

Private Property means all privately-owned property including, but not limited to, streets, sidewalks, alleys, and improved or unimproved land.

Public Property means all city-owned property including, but not limited to, streets, sidewalks, alleys, improved or unimproved land, and parks.

Store means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

Trail Facility means any Class 1 trail, bicycle or multi-use trail, or natural trail that is owned, maintained, or operated by the city, including any area or access point adjoining the trail which the city owns or maintains an easement.

Unattended Property means no person is present with the personal property that asserts or claims ownership over the personal property. Conversely, the property is considered "attended" if a person is present with the personal property and the person claims ownership over the personal property.

Vehicle for the purpose of this chapter shall be defined by N.C.G.S. § 20-4.01 as it now exists or may hereafter be amended.

- c. *Unlawful Camping on Public Property*. It shall be unlawful for any person to camp on public property as follows:
 - 1. When an overnight shelter is available, it is unlawful to camp upon any city-owned property, including, without limitation, streets, sidewalks,

parking lots, parking structures, easements, open spaces, parks, cemeteries, real property within or below one hundred feet (100') above the ordinary high water marker of any lake, waterway, river, stream, pond, or reservoir, or corporation yards.

- 2. Any encampment on publicly-owned property within the city that is deemed a high risk to the public's health and safety will be posted "No Trespass", removed, and cleaned.
- d. *City Manager Permit.* The city manager may, as provided in section 30-4.E.7 of chapter 30, issue a temporary permit to allow camping on city-owned or private property in connection with a special event.
- e. *Enforcement*. Any sworn law enforcement officer shall have the authority to enforce this section.
 - 1. *Penalty*. Any person who violates any of the provisions of this section shall be guilty of a misdemeanor as provided in G.S. § 14-4 and, upon conviction, shall be subject to a maximum fine of \$500.00 per occurrence, imprisonment, or both.
 - 2. Severability. If any provision of this section is declared invalid or unconstitutional for any reason, the remaining provisions shall be severable and shall continue in full force and effect.

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

ADOPTED this the ______ day of ________, 2022.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor	

ATTEST:

PAMELA J. MEGILL, City Clerk



City of Fayetteville

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

City Council Action Memo

File Number: 22-2872

Agenda Date: 8/8/2022 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: Jay Toland, Assistant City Manager

FROM: Chris Lowery, Strategic & Performance Analytics Manager

DATE: August 8, 2022

RE:

Acceptance of the FY 2022 Year-End Strategic Performance Report

COUNCIL DISTRICT(S):

AII

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 at the June 2021 City Council

File Number: 22-2872

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's 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. Staff has provided the status of the Year-end Strategic Performance Report as of June 30, 2022, 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 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 by providing diverse engagement opportunities with easy and open access to public data and information.

<u>Issues/Analysis:</u>

None

Budget Impact:

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

Options:

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

Recommended Action:

City Council accepts the FY 2022 Year-End Strategic Performance Report.

Attachments:

File Number: 22-2872

FY 2022 Year End Strategic Performance Report.ppt FY 2022 City Council Scorecard.xlsx

The City of Fayetteville's

FY 2022 Year-end Performance Report

August 08, 2022

Chris Lowery - Strategic & Performance Analytics Manager Andrew Brayboy - Senior Corporate Performance Analyst





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 within its Six Goals?

FY 22 Action Plans		Status
TFA 2.1.1 Execute Opportunity Zone Plan	\$	
TFA 2.4.1 Execute redevelopment and business growth plan for Murchison Road, Bragg Blvd. with beautification of City Gateways	\$	
TFA 3.1.1 Develop funding plan for infrastructure		
TFA 3.4.1 Develop and Implement Council Policy to Incentivize Positive Property Ownership		
TFA 3.5.1 Build Smart City Capacity		
TFA 4.2.1 Parks and Recreation Master Plan implementation with access for diverse needs		
TFA 4.4.1 Reduce litter and illegal dumping		
TFA 4.5.1 Implement residential revitalization efforts		
TFA 4.5.2 Complete Housing Study and implement affordable housing strategy		
TFA 4.6.1 Strategy to address poverty and homelessness		
TFA 5.1.1 Implement strategies to engage Council, staff & citizens in finance, budget & performance reporting	(14)	
TFA 6.1.1 Develop a strategy to maximize a relationship with the Military		
TFA 6.1.2 Conduct a Disparity Study		
TFA 6.3.1 Develop a strategy to educate and engage citizens		







Goal 1: Safe & Secure Community

- 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











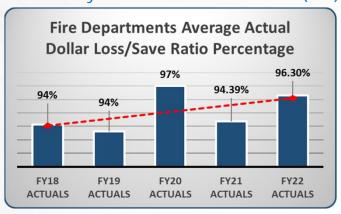


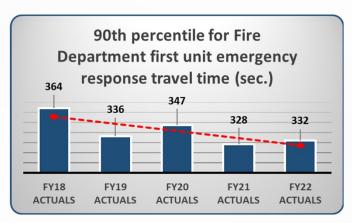


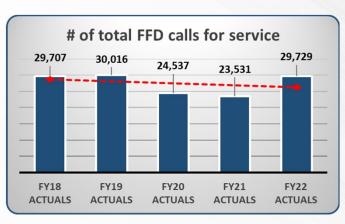


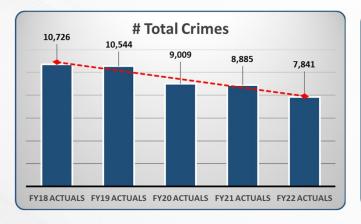


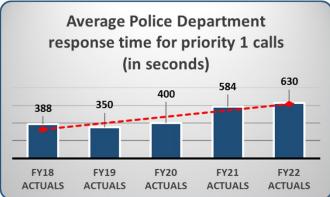
Goal 1: Key Performance Indicator's (KPI)











% satisfaction with overall quality of fire protection and rescue services:

City of Fayetteville: 86%

National Average: 81%

















FY 2022 Year-end Goal Accomplishments



- Covid-19 Response and Recovery: Serving the community through the pandemic; Implemented recruitment strategies to mitigate staffing shortages.
- FPD created the Violent Crime Initiative in order to help reduce violent crime, create safer communities, and enhance the health and vibrancy of neighborhoods in the City.
- City-Wide cameras and License Plate Reader (LPR) System were implemented which directly resulted in 257 Felony Arrests, 54 Recovered Stolen Vehicles, 14 Guns Seized, and 6 Missing Persons located.
- COF Fire Department was 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.





FAYETTEVILLE: TFA 2.1.1- Execute Opportunity Zone Plan

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				
		Completion	Q1	Q2	Q3	Q4		
Tactics	Start Date	Date	(Jul-Sept)	(Oct-Dec)	(Jan-Mar)	(Apr-Jun)		
Report to Council on market analysis of (3)opportunities zones (include workforce) \$50 K	07/01/21	12/31/21	67%	85%	95%	100%		
Review City's incentive policy and propose framework (for 3 opportunities zones)	07/01/21	12/31/21	0%	10%	40%	60%		
Review / Create City's land bank policy to effectively deploy	09/01/21	06/30/22	1	10%	10%	10%		
With partners, conduct "Investor Day" virtually or in person	07/01/21	06/30/22	0%	0%	0%	0%		

TFA 2.1.1- Execute Opportunity Zone Plan

Overall Project Status: Delayed



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.

FY 22 Quarter 3 ending March 31, 2022

- Development Finance Incentive policy and framework presented on March 7th work session to City Council
 - Drafting policy with consultant and outside legal support
 - Bring back to Council by end of FY22
- Funds needed for legal support to establish a land bank policies and procedures.
- Investor day still set to be conducted by June 30, 2022 by FCEDC.

FY 22 Quarter 4 ending June 30, 2022

- Development Finance Incentive policy and framework has been drafted and is under review in anticipation of bringing to Council once vetted
- Funds needed for legal support to establish a land bank policies and procedures.



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

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

TFA Action Plan				FY 2	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%	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 (Glenville Lake) to Downtown	07/01/21	06/30/22	25%	25%	25%	100%
Beautification: Utilize Tree Fund	07/01/21	06/30/22	25%	50%	75%	100%
Acquire and Demolish Paye Funeral Home	07/01/21	12/31/21	50%	60%	100%	
Murchison Choice Planning (CNI)	07/01/21	12/31/22	35%	50%	65%	80%
CAT Site 1 – Site Preparation	07/01/21	6/30/22	25%	33%	60%	100%
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: Slightly Behind



FY 22 Quarter 3 ending March 31, 2022

- Paye Funeral home has been demolished and parks has graded, seeded and sedimentation control to the landscape.
- On schedule with CNI planning. Development of draft plan is anticipated by June 30th, 2022 and will be reviewed by stakeholders in the fall.
- CAT Site 1 ECD staff anticipates putting an RFP out for a development partner by end of April, no major environmental issues were found.
- NCVP Phase II design complete. Waiting for NCDOT to hand over ownership of the property.
- Glenville Lake Connector contract is currently being evaluated and routed to determine the level of commitments. Contracts has to be ironed out.

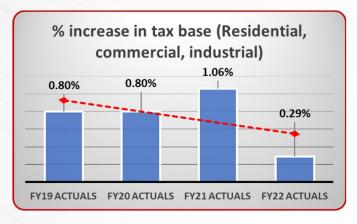
FY 22 Quarter 4 ending June 30, 2022

- Mazarick (Glenville Lake) to Downtown trail masterplan Council adopted this plan into the Center City Parks & Trails Masterplan
- >80% of funding spent for the Beautification: Tree fund.
- City Council will be updated for the next steps on Makerspace
- Public Art has been added to the Catalyst Site based on recommendations from the Arts Council
- On schedule with CNI planning. A draft plan is being reviewed by community stakeholders and partnerships are being solidified.
- CAT Site 1 Request for Projects on City-owned land is out and ECD continues to market the site and re-evaluate our strategies to generate a catalytic Public Private Partnership
- NC Veterans Park (NCVP) Phase II design complete. Waiting for NCDOT to transfer ownership of property.

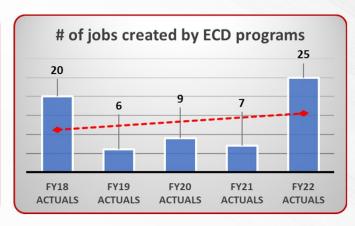












% satisfaction with overall strength of Fayetteville's economy:

City of Fayetteville: 43% 8% increase since 2018

% satisfaction with overall appearance of major corridors:

City of Fayetteville: 44% 6% increase since 2018

% satisfaction with overall quality of life in the City:

City of Fayetteville: 50% **21.95%** increase since 2018

Data Source: Resident Survey Data Source: Resident Survey Data Source: Resident Survey















FY 2022 Year-end Goal Accomplishments

- CARES Act Managed and distributed \$14M+ of funding (Police/Airport/Transit/ECD)
- Amazon project coming to Fayetteville and is expected to bring over 500 jobs.
- ARPA—Council priorities established and moving forward with the first \$20M tranche after conducting Community and Business engagement.







Murchison Road Corridor:

- Choice Neighborhood Planning Grant transforming the neighborhoods.
- Senior Center East Held official groundbreaking ceremony in July.
- Center City Trail Master plan & beautification efforts with tree planting.







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







TFA 3.1.1-Develop Funding Plan for Infrastructure

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



FAYETTEVILLE: TFA 3.1.1-Develop Funding Plan for Infrastructure

TFA Action Plan			FY 22			
		Completion	Q1	Q2	Q3	Q4
Tactics	Start Date	Date	(Jul-Sept)	(Oct-Dec)	(Jan-Mar)	(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 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.

FY 22 Quarter 3 ending March 31, 2022

Completed in previous Quarter

FY 22 Quarter 4 ending June 30, 2022

Completed in Quarter 2



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			
		Completion	Q1	Q2	Q3	Q4	
Tactics	Start Date	Date	(Jul-Sept)	(Oct-Dec)	(Jan-Mar)	(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%	50%	50%	
Seek authority from NCGA to regulate property management	01/01/22	06/30/22			100%		
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%	85%	90%	

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

Overall Project Status: Slightly Behind

FY 22 Quarter 3 ending March 31, 2022

- NCLM advised that we should not move forward in this term to regulate property management because of the controversial state; will have to be moved for another term.
- The residential management program continued to involve ECD and the neighborhood engagement efforts
- Homeowner Associations (HOA) inventory was created. Researching the effectiveness of the HOA impact on the neighborhood.

FY 22 Quarter 4 ending June 30, 2022

- The neighborhood engagement office through ECD will be focusing on our 6 Council affirmed neighborhood revitalization strategy areas (Murchison Neighborhood, Central Campbellton (Downtown), Bonnie Doone, Deep Creek, 71st Area, Massey Hill)
- Plans for neighborhood quality of life index are forthcoming to help determine a baseline result for each of these strategy areas
- The preliminary results from a small sample size for the HOA inventory effectiveness show:
 - The number and price of homes in an HOA have no direct correlation to the amount of code enforcement required.
 - An HOA that a 3rd party manages requires less code enforcement than HOA's that are not.
 - The lower % of home ownership didn't increase violations but areas with more restrictions in the covenants required less code enforcement activity.
 - An active community watch results in more code enforcement cases but does not mean the neighborhood with not benefit from an HOA.



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			
		Completion	Q1	Q2	Q3	Q4	
Tactics	Start Date	Date	(Jul-Sept)	(Oct-Dec)	(Jan-Mar)	(Apr-Jun)	
Prepare gap analysis for Smart City capacity for each program/department and brief CMO	07/01/21	03/31/22	25%	25%	40%	50%	
Develop a comprehensive and prioritized IT 3- year strategic plan and brief CMO and Council	07/01/21	03/31/22	25%	30%	40%	95%	
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%	75%	100%	

TFA 3.5.1- Build Smart City Capacity

Overall Project Status: Delayed

FY 22 Quarter 3 ending March 31, 2022

- Implementation of ERP citywide
- Implementation of Granicus in Council Chambers for digital voting
- Phase II of the domain migration with MFA for increased security
- Comprehensive IT 3- year strategic plan working with InfoTech consultant to prioritize tasks across City
- Working with Departments for employees that are working in a Hybrid stance due to pandemic
- Working through initiatives to mitigate cyber security threats.
- Continued success with increased online registration for Parks & Recreation events
- Increased use of the IDT platform through development services
- MetroNet increased fiber optic services up to 40% of the proposed build-out, to allow greater access for residents

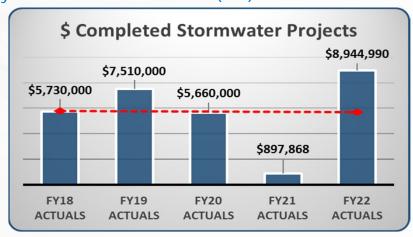
FY 22 Quarter 4 ending June 30, 2022

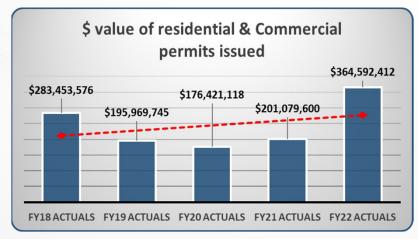
- Gap analysis / Smart City template created and will be used to help track and identify smart city initiatives per program/department. We will roll over this tactic to the next FY to determine CIP and TIP projects that qualify.
- Comprehensive and prioritized IT 3- year strategic plan developed and CMO will be briefed in December.
- Completed Smart City Initiatives:
 - Granicus VoteCast Allowing Council to track motions, votes, and requests to speak digitally
 - Cape Fear River Trail and Clark Park Maps: Configured, completed, and developed digital maps for East Coast Greenway Application for Public Services
 - Implemented Pavement Preservation application & database in support of Public Service efforts for asset management across the City

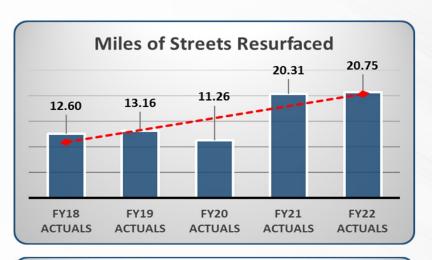


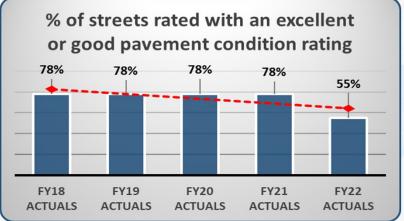


Goal 3: Key Performance Indicator's (KPI)









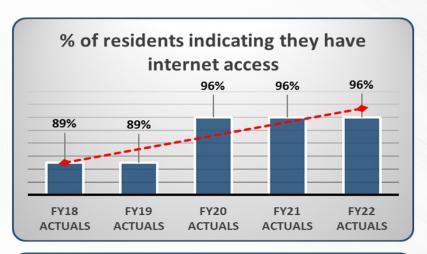


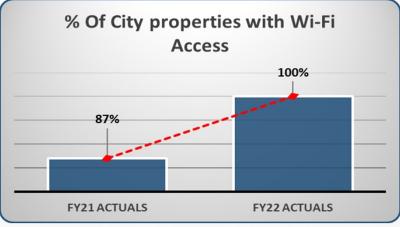


Goal 3: Key Performance Indicator's (KPI continued...)





















FY 2022 Year-end Goal Accomplishments

- Moving forward Downtown Urban Design Plan
- Stormwater presented the first \$20M tranche of water shed master plan with up to \$2.3M allocated by City Council with approval of the FY23 budget.
- MetroNet build out toward being a gigabyte City well underway
- Implemented HUB ERP/Financials and EPM Budget which provides improved business practices and workflow processes.



- Planning transformational projects/infrastructure to increase quality of life for all citizens:
 - 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.
 - Adoption of the new zoning for a greatly expanded downtown by the City Council.





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



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				
		Completion	Q1	Q2	Q3	Q4	
Tactics	Start Date	Date	(Jul-Sept)	(Oct-Dec)	(Jan-Mar)	(Apr-Jun)	
Incorporate ADA recommendations into Parks & Rec. capital improvement planning (CIP) efforts	07/01/21	12/31/21	100%	1	-1		
Investigate if there are disparities in Parks & Rec. services per geographic area (Gilmore Center)	01/01/22	06/30/22			100%		
Complete 19 Parks & Rec. construction projects on time / on schedule with reports to Council	07/01/22	06/30/22	25%	50%	75%	100%	

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

Overall Project Status: Complete



FY 22 Quarter 3 ending March 31, 2022

- Gilmore center renovation is underway to meet the needs of the special needs citizens.
- Senior Center East (On time)
- Senior Center West Bill Crisp Senior Center (On time)
- Tennis Center (On Time)
- Lake Rim Splash Pad (On Time)
- Baseball Plaza Fountain & Play Space (TBD)
- Jordan Soccer Complex (On-Time) Restroom expansion on hold, resurfacing to be started in April/May

FY 22 Quarter 4 ending June 30, 2022

- Gilmore center renovation (On time)
- Senior Center East (On time)
- Senior Center West Bill Crisp Senior Center (On time Scheduled to be open in Aug. 2022)
- Tennis Center (On Time)
- Lake Rim Splash Pad (Complete)
- Baseball Plaza Fountain & Play Space (Project on hold for repairs)
- Jordan Soccer Complex (Complete)



TFA 4.4.1- Reduce Litter and Illegal Dumping

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				
Tooking	Ctart Data	Completion	Q1	Q2	Q3	Q4		
Tactics	Start Date	Date	(Jul-Sept)	(Oct-Dec)	(Jan-Mar)	(Apr-Jun)		
Implement RAPID team camera system to further reduce illegal dumping	07/01/21	06/30/22	50%	80%	85%	100%		
Add a 2 nd citywide clean up in Sept. 18, 2021 / April 23, 2022	07/01/21	04/30/22	50%	75%	90%	100%		
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%	100%			

TFA 4.4.1- Reduce Litter and Illegal Dumping

Overall Project Status: Complete



FY 22 Quarter 3 ending March 31, 2022

- Camera system still being tested. Trying to set camera to capture vehicle license plate for photographic evidence along with solidifying premium camera locations.
- 2nd citywide cleanup planning is underway. Everything is lined up and finishing media components for the April 23rd cleanup.
- Five for Friday runs with SSH, County, and City
- Recycling campaign initiated by Solid Waste
- Sustainability staff COHORT meets Monthly to discuss other ideas and areas of focus
- Last e-waste drive was a success with over 4 tons of waste collected

FY 22 Quarter 4 ending June 30, 2022

• RAPID team camera system was purchased and implemented. Camera system did not meet quality and efficiency standards to be able to accurately identify illegal dumping participants. RAPID and IT are currently reviewing a more improved and efficient camera system which will capture better quality images of illegal dumping activity.



FAYETTEVILLE: 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

FAYETTEVILLE: TFA 4.5.1- Implement Residential Revitalization Efforts

TFA Action Plan				FY 22				
		Completion	Q1	Q2	Q3	Q4		
Tactics	Start Date	Date	(Jul-Sept)	(Oct-Dec)	(Jan-Mar)	(Apr-Jun)		
Implement & promote a Good Neighbor Program	07/01/21	06/30/22	25%	25%	90%	100%		
Implement a new Community Impact Team with Biannual meetings	07/01/21	06/30/22	25%	50%	75%	100%		
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%	85%	90%		

TFA 4.5.1- Implement Residential Revitalization Efforts

Overall Project Status: Slightly Behind



FY 22 Quarter 3 ending March 31, 2022

- Good Neighbor down payment assistance program will come before Council in April for final approval; will include all City employees, all redevelopment areas, and increase to \$30k.
- The Community Impact Team effort has been refined to comprise the following:
 - Community Safety Micro Grants Launching in April
 - Nonprofit Training and Capacity Building Under Development with FTCC
 - New Neighborhood Engagement Division Manager hired and developing programs
- Partnered with Arts Council to depict artistic themes based on community input on 19 little free libraries to be installed in April.



FY 22 Quarter 4 ending June 30, 2022

- Down payment program and enhanced homebuyer education is active and being marketed to residents
- The Community Impact Team effort has been refined to comprise the following:
 - Community Safety Micro Grants Mid-way through the first round, all \$50k awarded to 32 agencies
 - Nonprofit Training and Capacity Building 2/3 monthly classes have been conducted for the first round.
 - New Neighborhood Engagement Division Manager hired and developing programs, new staff added as we benchmark peer cities
- Partnered with Arts Council to install public art on Murchison; working to design a gateway at MLK bridge; deploying Wi-Fi infrastructure at Murchison Townhomes



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, Faithbased 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				
		Completion	Q1	Q2	Q3	Q4	
Tactics	Start Date	Date	(Jul-Sept)	(Oct-Dec)	(Jan-Mar)	(Apr-Jun)	
Implement Council approved actions for top 3 items (1.1, 2.2, 4.3)	07/01/21	06/30/22	25%	40%	75%	85%	
Bring a proposal for housing trust fund policy and procedures; incorporate potential funding mechanisms	01/01/22	06/30/22			50%	100%	

TFA 4.5.2- Complete Housing Study and Implement Affordable Housing Strategy

Overall Project Status: Slightly Behind



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.

FY 22 Quarter 3 ending March 31, 2022

- Housing Strategy 1.1 Develop housing resources & engage On Time (100%)
- Housing Strategy 2.2 Public land disposition Hired analyst to evaluate City owned properties (50%)
- Housing Strategy 4.3 Down payment assistance will be launched in April (90%)
- Draft Proposal for Housing Trust Fund has been developed and will be brought to Council by June 30th, 2022.

FY 22 Quarter 4 ending June 30, 2022

- Housing Strategy 2.2 Public land disposition Hired analyst to evaluate City owned properties (75%)
- Housing Strategy 4.3 Down payment assistance Launched in April (100%)
- Housing Trust fund policies, procedures, and application are on the website and a workshop is planned for late July/August



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				
		Completion	Q1	Q2	Q3	Q4	
Tactics	Start Date	Date	(Jul-Sept)	(Oct-Dec)	(Jan-Mar)	(Apr-Jun)	
Support P4P strategies – Communities in Schools	07/01/21	06/30/22	25%	50%	75%	100%	
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 Preconstruction (Ends in Bid award)	07/01/21	04/30/22	25%	30%	90%	100%	

TFA 4.6.1 – Strategy to Address Poverty & Homelessness

Overall Project Status: Complete



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.



FY 22 Quarter 3 ending March 31, 2022

- Student support specialist is deployed to Luther Nick Gerald's School and fully funded through June 2022
- Day Resource Center Pre-construction is on schedule; the Bid package is being finalized with the granting agency for posting

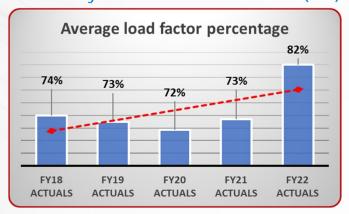
FY 22 Quarter 4 ending June 30, 2022

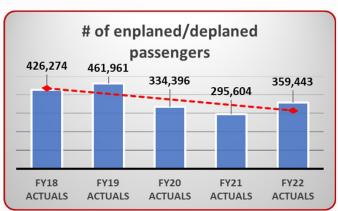
• Day Resource Center Pre-construction is on schedule; the contractor will be working for the next 10-12 months.

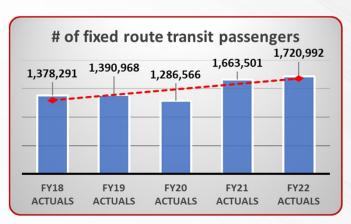


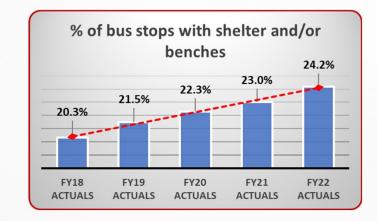


Goal 4: Key Performance Indicator's (KPI)









% satisfaction with the availability of public transportation (Transit):

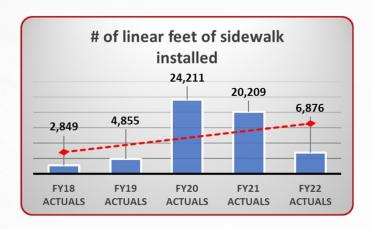
City of Fayetteville: 39% 1% increase since 2018

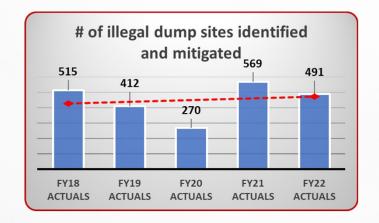
Data Source: Resident Survey

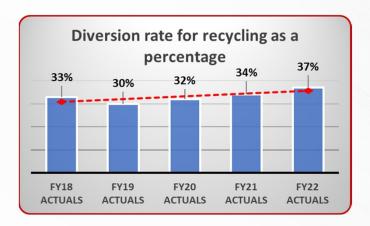


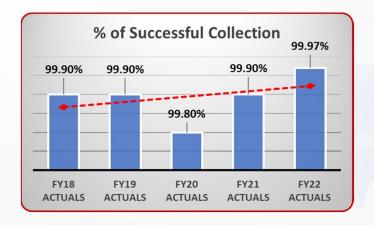


Goal 4: Key Performance Indicator's (KPI)





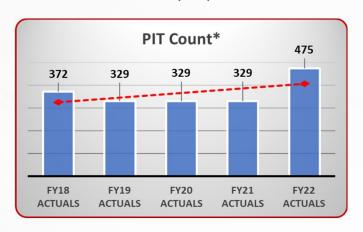


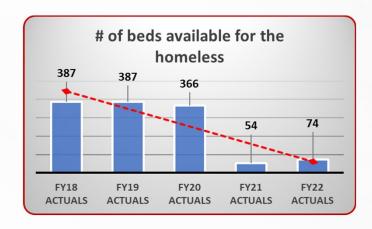


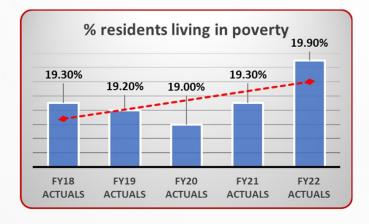




Goal 4: Key Performance Indicator's (KPI)







% satisfaction with overall quality of life in your neighborhood

City of Fayetteville: 63% 10.5% increase since 2018

Data Source: Resident Survey















FY 2022 Year-end Goal Accomplishments



- The Parks & Recreation Department in coordination with the Construction Management Division successfully finished 6 projects:
 - Westover Dog Park, Bailey Lake Dog Park, Gilmore Splash Pad, Lake Rim Pool, E. Melvin Honeycutt Splash Pad, and Montclair school park opened
- Moving forward Day Resource Center
- Implemented limb and bulky collections improvements to increase efficiency and effectiveness; Solid waste ordinance amendment
- The first-ever City sponsored New Year's Eve celebration was held in Festival Park
- Over 491 illegal dumpsites were identified and mitigated
- City trail master plan & beautification efforts with tree planting through Parks & Recreation to revitalize community appeal and quality of life.











FY 2022 Year-end Goal Accomplishments

- Developed web mapping application and data for pavement preservation initiative for resurfacing in disadvantaged areas of the City
- NCDOT Grant received for inaugural Aviation Career Education (ACE) Academy



- Contract was awarded for 8 Unit T-Hangar Project at Fayetteville Airport
- Terminal Renovations for Airport Phase II Construction with second TSA X-Ray machine installed, the American Airlines office operational, along with the parking revenue control project at 100%
- Cooperative agreements with NCDOT and the Military resulted in RWY 4-22 and Taxiways G & F Pavement Maintenance Project and a nearly half-million dollar infrastructure improvement in South General Aviation Area.
- Configured and completed Cape Fear River Trail and Clark Park Maps and developed digital maps for East Coast Greenway **Application for Public Services**







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.





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

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 2	22	
		Completion	Q1	Q2	Q3	Q4
Tactics	Start Date	Date	(Jul-Sept)	(Oct-Dec)	(Jan-Mar)	(Apr-Jun)
Benchmark peer cities on options to report financial data including open data trends	07/01/21	06/30/22	50%	90%	100%	
Investigate participatory budget model and additional engagement options for budget process	07/01/21	06/30/22	50%	65%	100%	
Investigate performance data dashboard for KPIs using ESRI	07/01/21	06/30/22	25%	30%	75%	100%
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 a Café Conversation virtually/ in person as allowable	01/01/22	06/30/22		-	50%	100%

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

Overall Project Status: Complete



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

FY 22 Quarter 3 ending March 31, 2022

- Citizen engagement survey was collected and closed for budget process. Data from survey is being compiled and evaluated in order to make decision with City budget that align to citizen interest.
- List compiled for all programs across City that is used to track or compile data for KPIs. List presented to team to determine feasibility of using ESRI as a platform to produce automated dashboards.
- Café Conversation questions asked in accordance with the citizen engagement survey that was produced by the budget department. With COVID cases falling, plans are to have a in person Café Conversation during summer.

FY 22 Quarter 4 ending June 30, 2022

- The City's Strategic and Performance team along with IT met with ESRI to evaluate the feasibility of using the platform as a citywide performance reporting dashboard
- Café conversation was completed virtually through the budget department survey of engaged citizens.







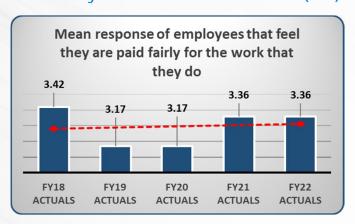


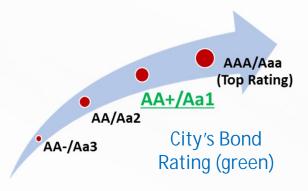


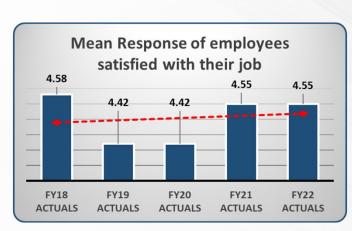




Goal 5: Key Performance Indicator's (KPI)







% satisfaction with overall quality of services provided by the City:

City of Fayetteville: 61% **5.17% increase since 2018** % overall value received for tax dollars:

City of Fayetteville: 33%

U.S. Average: 37%



Data Source: Resident Survey















FY 2022 Year-end Goal Accomplishments

- Financial and Planning Excellence: Finance, Budget & Strategy/Performance recognized nationally and City earned clean external audit
- Smart City and Technological advances: ERP solution (HUB project) and migration to Office 365
- Implemented physical security enhancements including new City Weapons Ordinance.
- Council adopted the new FY23 City Budget
- Survey Monkey implemented as an Enterprise Solution
- 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 and additional holidays;
 - Distributed employee COVID pay bonuses; Improvements to employee evaluation process;
 - Rolled out leadership development classes.

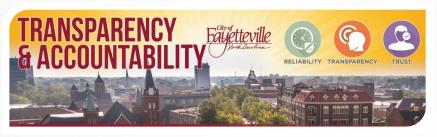








Goal 6: Collaborative Citizen & Business Engagement



- 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.





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:

Rebecca Jackson, COS / Chief Performance Officer 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

5



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

TFA Action Plan				FY 2	22	
		Completion	Q1	Q2	Q3	Q4
Tactics	Start Date	Date	(Jul-Sept)	(Oct-Dec)	(Jan-Mar)	(Apr-Jun)
Draft a military liaison program to strengthen and leverage partnerships and present to Council	07/01/21	06/30/22	25%	50%	60%	60%
Hold Quarterly Military Host Cities Coalition meetings	07/01/21	06/30/22	10%	40%	60%	100%
Participate in quarterly meetings with the NC Dept. of Military and Veterans Affairs and the MAC	07/01/21	06/30/22	25%	50%	60%	100%

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

Overall Project Status: Delayed



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.

FY 22 Quarter 3 ending March 31, 2022

- Stakeholder engagement is under way
- Military Host City Coalition held first meeting on March 24th with 5 other cities.
- Another meeting scheduled with staff only in April
- Participatingg with NCLM and NCMAC

FY 22 Quarter 4 ending June 30, 2022

- CMO transitioning the military liaison program
- The last Military Host Cities meeting was held May 11th with next meeting in August
- A meeting with the NC Dept. of Military and Veterans Affairs and the MAC was held May 19th.





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 2	22	
		Completion	Q1	Q2	Q3	Q4
Tactics	Start Date	Date	(Jul-Sept)	(Oct-Dec)	(Jan-Mar)	(Apr-Jun)
Complete Disparity Study (target completion date May 2022)	07/01/21	06/30/22	25%	50%	75%	95%
Determine if revisions to policy and procedures for contracting are needed (target completion date 12/31/22)	10/01/21	06/30/22		1		
Report quarterly KPI performance (LSDBE report)	10/01/21	06/30/22		50%	75%	100%

TFA 6.1.2- Conduct a Disparity Study

Overall Project Status: Completed



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

FY 22 Quarter 3 ending March 31, 2022

- Feb Work-Session update was presented to Council on the progress and process of the disparity study. Still on pace to have completed by end of June.
- 3rd quarter LSDBE data will be presented 2nd regular meeting in April.

FY 22 Quarter 4 ending June 30, 2022

- Disparity study to be presented to Council in Qtr. 1 of FY23.
- Revisions to policy and procedures will be noted by the consultant during the review of disparity study results.
- LSDBE to be presented to Council on a quarterly basis. The next presentation will be presented with the disparity study.



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:

TBD

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 2	22	
		Completion	Q1	Q2	Q3	Q4
Tactics	Start Date	Date	(Jul-Sept)	(Oct-Dec)	(Jan-Mar)	(Apr-Jun)
Execute (Implement) strategic communication & engagement plan (eg. Messaging, marketing, tools, branding, identification of audiences, ways to leverage media)	07/01/21	06/30/22	10%	30%	60%	100%
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%	65%	95%

TFA 6.3.1- Develop a Strategy to Educate and Engage Citizens

Overall Project Status: Complete



FY 22 Quarter 3 ending March 31, 2022

- Strategic communication & engagement plan is currently in draft form.
- Social Media engagement plan with newly hired social media coordinator being developed and implemented.
- Council adopted new seal in March
- Council Meeting Rrecap launched following each City Council meeting
- Council Chambers updates improve media quality and public engagement
- Citywide customer service survey developed on single platform. Will be implemented in stages during fourth quarter.

FY 22 Quarter 4 ending June 30, 2022

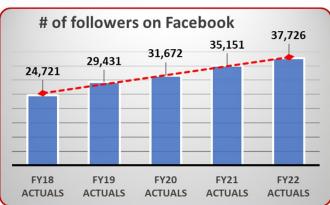
- Strategic communication & engagement plan was presented to Council in June.
 - Implementation currently underway with future Council update this FY.
- Considering a change to social listening tools to improve our metrics and usability of data.
- Customer Service Survey on hold while the completion of the Dev Service premier customer service project is completed. ETA September for initial roll out.





Goal 6: Key Performance Indicator's (KPI)



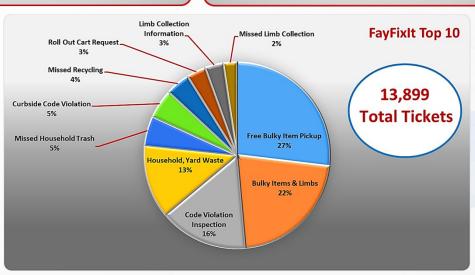




% satisfaction with the availability of information about city programs and services:

City of Fayetteville: 50% 1.96% decrease since 2018

Data Source: Resident Survey

















FY 2022 Year-end Goal Accomplishments



- Launched Premier Customer Service Program: 1st initiative focused on the development community's journey with customer & employee focus groups.
 - Moving forward with a more efficient customer-focused City Hall and Development Center
- City SPIRIT initiative community collaboration with DOJ for repurposing of the Market House with approximately 700 residents reached and 500+ surveys completed
- Developed Citizen Advisory Board with the 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

















FY 2022 Year-end Goal Accomplishments



- The City contracted work with the PROOVE (Proactive, Responsible Outreach Over Violence with Education) project to help develop a Community-Based Violence Prevention Program where a landscape analysis was conducted to inform strategies for community-based public safety initiatives.
- City "Can Do" Branding implemented across the City including the adoption of the new Council seal and flag
- Development and implementation of the City's Strategic Communications Plan
- Improvements to FayFixIT application and City Call Center operations.
- The City of Fayetteville ECD department provided \$10,000 in support for HER week
 —HER Pitch to empower women-owned businesses within the City.
- The Fayetteville-Cumberland Human Relations Commission recognized Denim Day for the first time in the City's history.



Next Steps

- ✓ FY 22 Quarterly TFA Performance Reports in Oct., Jan., April, Aug.
- ✓ FY 23 Quarterly TFA Performance Reports in Oct., Jan., April, Aug.



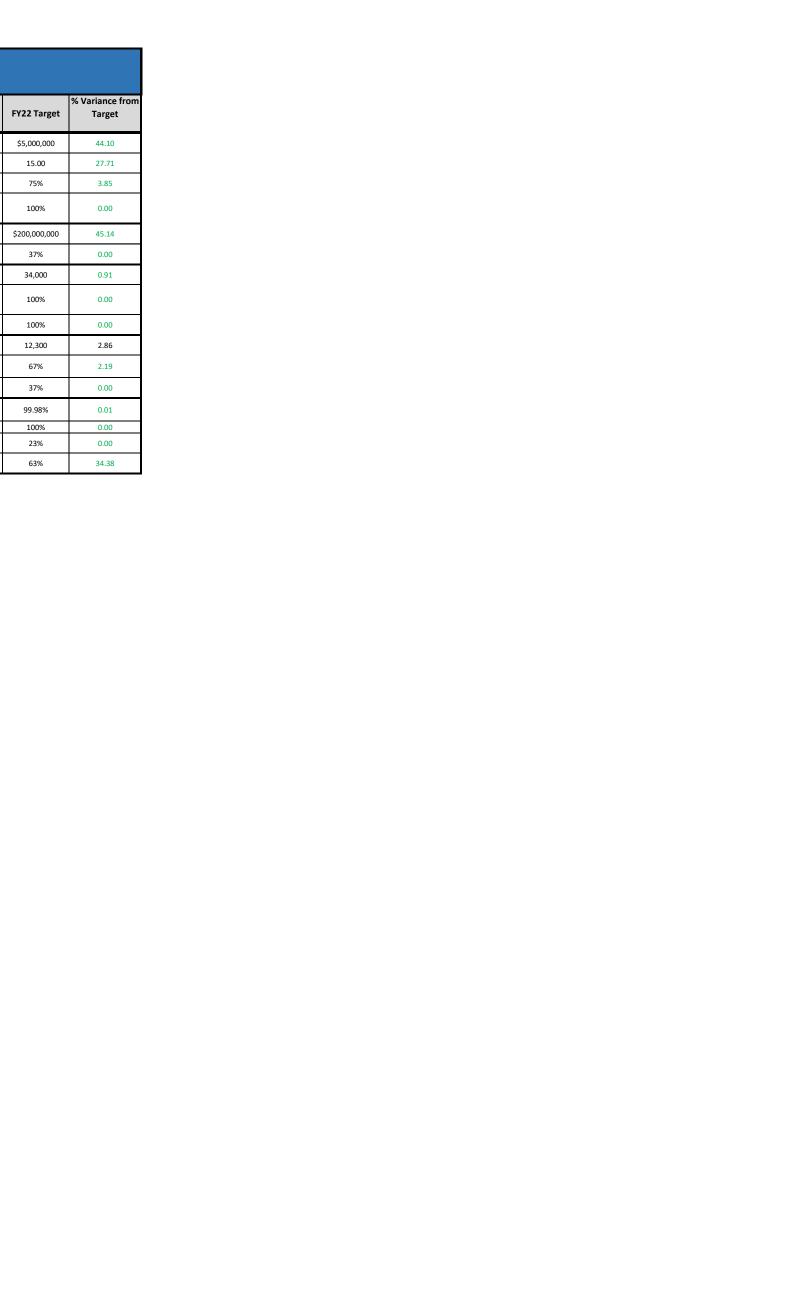


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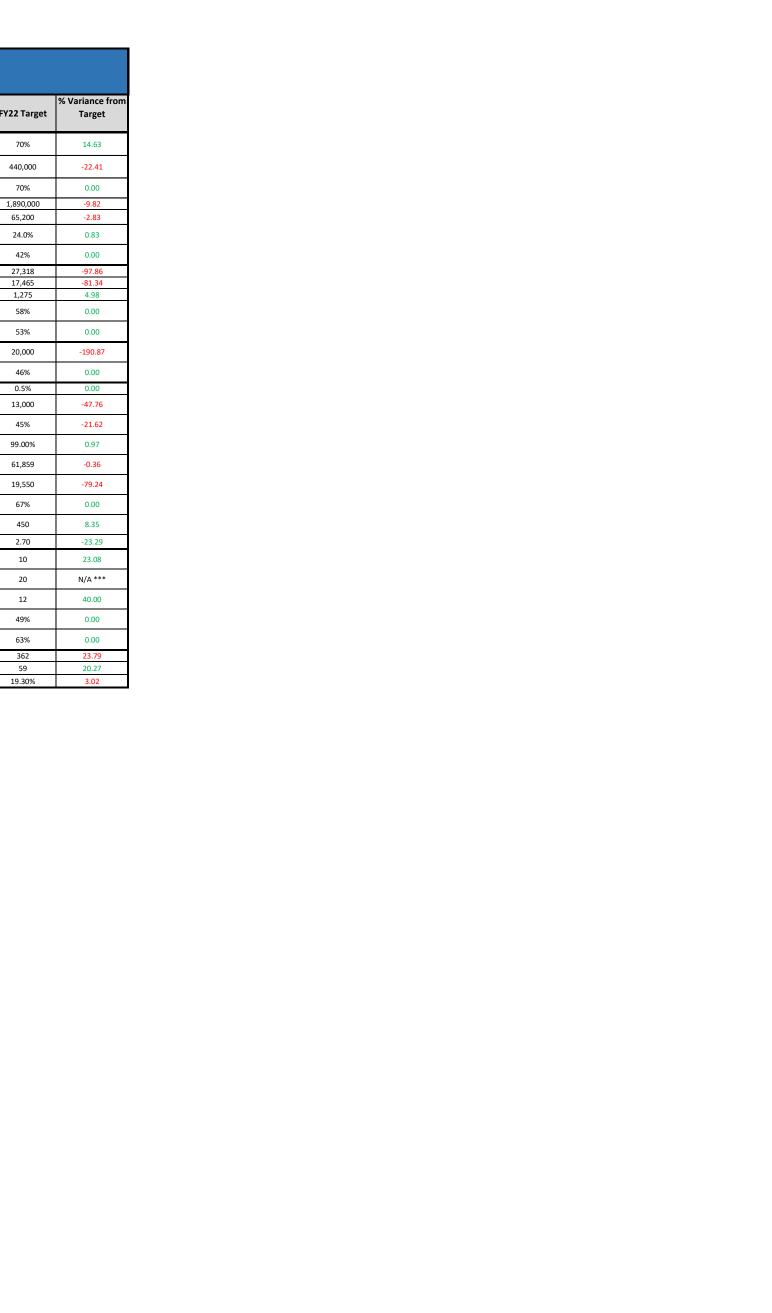
		FY	²⁰²² City	Co	uncil	Year	end	Scoi	reca	rd		
Goal	Obj.#	Strategic Objective	Strategic Level KPIs	Owner	Data Source	FY18 Actuals	FY19 Actuals	FY20 Actuals	FY21 Actuals	FY22 Actuals	FY22 Target	% Variance from Target
īty.	1.1	Fully prepare for emergency and disaster response	Fire Departments Average Actual Dollar Loss/Save Ratio Percentage	Fire*	Firehouse	94%	94%	97%	94.39%	96.30%	92.00%	4.47
ommunity.			90th percentile for Fire Department first unit emergency response travel time (in seconds)	Fire*	Firehouse	364	336	347	328	332	480	-44.58
Ë			# of total FFD calls for service	Fire*	CAD	29,707	30,016	24,537	23,531	29,729	29,000	2.45
Ü			% satisfaction with overall quality of fire protection and rescue services	SPA	Resident Survey	84%	84%	86%	86%	86%	86%	0.00
Secure		Ensure traffic and pedestrian safety	# of traffic collisions within the city	Police*	RMS	9,511	9,668	9,532	8,637	9,577	9,000	6.02
Se	1.3	safety Ensure low incidence of Av	Average Police Department response time for priority 1 calls (in seconds)	Police*	CAD	388	350	400	584	630	500	20.63
힏		,	# Total Crimes	Police*	RMS	10,726	10,544	9,009	8,885	7,841	8,000	-2.03
e and	1.→		% satisfaction with how quickly police respond to emergencies	SPA	Resident Survey	56%	56%	58%	58%	58%	58%	0.00
Safe		Engage citizens in community watch and safety events		Police*	FPD Office Records	149	142	154	172	165	155	6.06
+				Fire*	FFD Office Records	64	59	12	27	87	15	82.76
oal 1			% satisfaction with overall police relationship with your community	SPA	Resident Survey	58%	58%	61%	61%	61%	61%	0.00
Go			% of residents very satisfied or satisfied with police efforts to prevent crime	SPA	Resident Survey	53%	53%	49%	49%	49%	49%	0.00

		FY	2022 City	Co	uncil	Year	end	Scoi	eca	rd		
Goal	Obj.#	Strategic Objective	Strategic Level KPIs	Owner	Data Source	FY18 Actuals	FY19 Actuals	FY20 Actuals	FY21 Actuals	FY22 Actuals	FY22 Target	% Variance from Target
	2.1	Ensure a diverse City tax base	% increase in tax base (Residential, commercial, industrial)	Finance	TR2	-7.47%	0.80%	0.80%	1.06%	0.29%	0.00%	100.00
y sa				SPA	Resident Survey	35%	35%	43%	43%	43%	43%	0.00
City rting onon	2.2	ensure revitalization and increase quality of life	% satisfaction overall downtown Fayetteville experience	SPA	Resident Survey	54%	54%	54%	54%	54%	54%	0.00
nsive ppor e Ecc			% satisfaction overall quality of life in the City	SPA	Resident Survey	41%	41%	50%	50%	50%	50%	0.00
Su Su	2.3	creation and retention, with a focus on the local and regional workforce to increase per	# of jobs created by ECD programs	ECD	CAPER	20	6	9	7	25	8	68.00
E ⊆			% satisfaction overall availability of employment opportunities in Fayetteville	SPA	Resident Survey	25%	25%	35%	35%	35%	35%	0.00
<u> </u>	2.4 Sustain a favorable %	% vacancy rate in city (Office, Industrial, Retail)	SPA	FCEDC	7.0%	7.1%	6.8%	6.4%	4.4%	6.2%	-40.91	
Goal Goveri Diverse		encourage business growth %	% satisfaction overall quality of businesses, services, and retail in Fayetteville	SPA	Resident Survey	48%	48%	52%	52%	52%	52%	0.00
			% satisfaction overall appearance of major corridors	SPA	Resident Survey	38%	38%	44%	44%	44%	44%	0.00

	Obj.#	Strategic Objective	Strategic Level KPIs	Owner	Data Source	FY18 Actuals	FY19 Actuals	FY20 Actuals	FY21 Actuals	FY22 Actuals	FY22 Target	% Variand Targe
:	J. I	Enhance City street connectivity, traffic flow and	\$ Completed Stormwater Projects	Public Services	Public Services Office Records	\$5,730,000	\$7,510,000	\$5,660,000	\$897,868	\$8,944,990	\$5,000,000	44.1
			Miles of Streets Resurfaced	Public Services	Cityworks	12.60	13.16	11.26	20.31	20.75	15.00	27.
			pavement condition rating	Public Services	PCI executive summary	78%	78%	78%	78%	78%	75%	3.8
				Public Services	Fayworx	98%	99%	100%	100%	100%	100%	0.0
3	J.Z	.2 Manage the City's future sprowth and strategic land use signs with a strategic land use signs with the st		Dev Services	Cityworks	\$283,453,576	\$195,969,745	\$176,421,118	\$201,079,600	\$364,592,412	\$200,000,000	45.
3			% satisfaction overall preparedness to manage development and growth	SPA	Resident Survey	31%	31%	37%	37%	37%	37%	0.0
		development and business	(Residential & Commercial)	Dev Services	•	24,676	25,184	28,031	33,223	34,311	34,000	0.9
		accurate construction review	% of building trades inspections completed with in the established deadline	Dev Services	Cityworks	96%	99%	100%	100%	100%	100%	0.0
		and building inspection services	% of construction plan reviews completed within the established deadline	Dev Services	Cityworks	95%	95%	98%	100%	100%	100%	0.0
3	3.4	effective code enforcement	opened by type	Dev Services		14,024	14,155	14,452	12,325	12,662	12,300	2.8
		and violations abatement	proactively	Dev Services	Cityworks	66%	66%	69%	66.80%	68.50%	67%	2.1
	3.5		and ordinances	SPA	Resident Survey	38%	38%	37%	37%	37%	37%	0.0
3		Increase our smart city capacity	applications	IT	IT Office Records	99.98%	99.98%	96.26%	95.00%	99.99%	99.98%	0.0
			/ pp	IT	IT Office Records				87%	100%	100%	0.0
			% Of City Parks/Fields/Splashpads with Wi- Fi Access	IT	IT Office Records				23%	23%	23%	0.0
			% of residents indicating they have internet access	SPA	Resident Survey	89%	89%	96%	96%	96%	63%	34.3

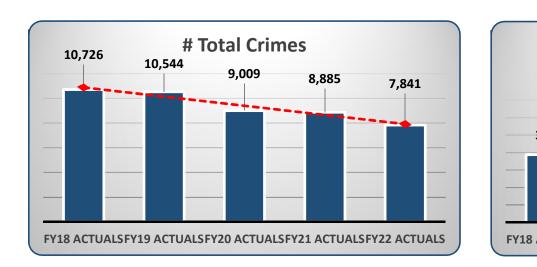


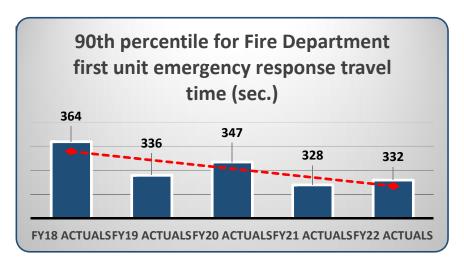
Obj.#	Strategic Objective	Strategic Level KPIs	Owner	Data Source	FY18 Actuals	FY19 Actuals	FY20 Actuals	FY21 Actuals	FY22 Actuals	FY22 Target	% Variance fro Target
4.1	Maintain public transportation investments with high quality	Average load factor percentage	Airport	Airlines	74%	73%	72%	73%	82%	70%	14.63
	transit and airport services	# of enplaned/deplaned passengers	Airport	Airlines	426,274	461,961	334,396	295,604	359,443	440,000	-22.41
		% satisfaction with the condition and usability of the airport	SPA	Resident Survey	64%	64%	70%	70%	70%	70%	0.00
		# of fixed route transit passengers	Transit	UTA - APC	1,378,291	1,390,968	1,286,566	1,663,501	1,720,992	1,890,000	-9.82
		# of FASTTRAC! Passengers	Transit	Routematch	62,984	63,146	62,251	48,121	63,408	65,200	-2.83
		% of bus stops with shelter and/or benches	Transit	Excel	20.3%	21.5%	22.3%	23.0%	24.2%	24.0%	0.83
		% satisfaction with the availability of public transportation	SPA	Resident Survey	46%	46%	42%	42%	42%	42%	0.00
4.2	Enhance diverse recreation,	# of recreation participants	Parks & Rec	RecTrac	24,140	23,806	24,778	1,868	13,807	27,318	-97.86
- · · -	leisure and cultural	# of athletic program participants	Parks & Rec	RecTrac	15,970	19,960	15,841	4,228	9,631	17,465	-81.34
	opportunities.	Acres of Publically accessible open space	Parks & Rec	PRM Facilities Inventory	1,230	1,240	1,243	1,268	1,342	1,275	4.98
		% satisfaction overall quality of Parks and Recreation programs and services	SPA	Resident Survey	53%	53%	58%	58%	58%	58%	0.00
	% s div Improve mobility and # o connectivity through sidewalk,	% satisfaction overall satisfaction with diversity of city recreation opportunities	SPA	Resident Survey	47%	47%	53%	53%	53%	53%	0.00
4.3		# of linear feet of sidewalk installed	Public	Cityworks	2,849	4,855	24,211	20,209	6,876	20,000	-190.87
		% satisfaction overall condition of sidewalks	Services SPA	Resident Survey	46%	46%	46%	46%	46%	46%	0.00
4.4	community with increased # of green spaces	% increase in acres of green space	Parks & Rec	PRM	0.8%	0.2%	0.4%	2%	0.50%	0.5%	0.00
4.4		# of curb lane miles swept	Public	Street Maintenance	15,766	10,436	10,140	12,189	8,798	13,000	-47.76
		Diversion rate for recycling as a percentage	Public	Division Records Solid Waste Office Records	33%	30%	32%	34%	37%	45%	-21.62
		% of Successful Collection	Services Public Services	Solid Waste Office Records	99.90%	99.90%	99.80%	99.90%	99.97%	99.00%	0.97
		# of household solid waste collection points	Public Services	FleetMind	61,234	61,409	61,520	61,680	61,639	61,859	-0.36
		# of tons yard waste collected	Public Services	Solid Waste Office Records	18,254.72	20,113.64	19,574.01	18,428.07	10,907.30	19,550	-79.24
		% satisfaction overall quality of solid waste services	SPA	Resident Survey	80%	80%	67%	67%	67%	67%	0.00
		# of illegal dump sites identified and mitigated	Dev Services	RAPID & Solid Waste Office Records	515	412	270	569	491	450	8.35
		Litter index	Parks & Rec	Fayetteville Beautiful	1.85	2.00	2.00	2.70	2.19	2.70	-23.29
4.5	Ensure a place for people to live in great neighborhoods	# of single family affordable housing units provided via ECD funding	ECD	CAPER	4	3	16	10	13	10	23.08
		# of multi-family affordable housing units provided via ECD funding	ECD	CAPER	0	56	0	72	0	20	N/A ***
		# Human Relations Community events	Human Relations	HR Office Records	40	13	35	13	20	12	40.00
		% satisfaction overall affordability of housing in Favetteville	TTC IG TIO III	Resident Survey	39%	39%	49%	49%	49%	49%	0.00
			SPA	Resident Survey	57%	57%	63%	63%	63%	63%	0.00
4.6	Reduce poverty and	PIT Count*	SPA	HUD	372	329	329	329	475	362	23.79
4.0	homelessness	# of beds available for the homeless	ECD	CAPER	387	387	366	54	74	59	20.27

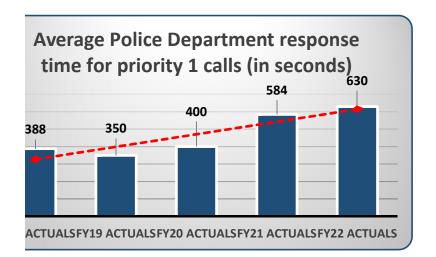


		FY	2022 City	Co	ouncil `	Year	end	Scoi	eca	rd		
Goal	Obj. #	Strategic Objective	Strategic Level KPIs	Owner	Data Source	FY18 Actuals	FY19 Actuals	FY20 Actuals	FY21 Actuals	FY22 Actuals	FY22 Target	% Variance from Target
	5.1	Ensure strong financial management with fiduciary	# of financial compliance findings reported in prior year annual audit	Finance	ERP	0	0	0	0	0	0	0.00
City ices.		accountability and plan for the		Finance	ERP	3	2	2	1	1	2	-100.00
		future resource sustainability by aligning resources with City	# of projects Completed by Construction*	смо	Construction			1	1	3	2	33.33
ound / Serv			General obligation bond rating	смо	Bond Rating Agencies	AA+/Aa1	AA+/Aa1	AA+/Aa1	AA+/Aa1	AA+/Aa1	AA+/Aa1	0.00
nancially So Exemplary !	5.2	· · · · · · · · · · · · · · · · · · ·	% satisfaction overall quality of services provided by the City	SPA	Resident Survey	58%	58%	61%	61%	61%	61%	0.00
Fir	5.3		Retention Rate	HRD	HRD Office Records	87%	88%	88%	85%	84%	90%	-7.14
l 5: Fi		climate that fosters an	Mean Response of employees satisfied with their job	HRD	Employee Survey	4.58	4.42	4.42	4.55	4.55	4.55	0.00
Goal		and healthy workforce that	DART score	HRD	JJ Keller Incident Tracker	3.9	4.91	4.91	9.08	8.07	3.56	55.89
Go Pro		delivers excellent services	Mean response of employees that feel they are paid fairly for the work that they do	HRD	Employee Survey	3.42	3.17	3.17	3.36	3.36	3.36	0.00

	Obj.#	Strategic Objective	Strategic Level KPIs	Owner	Data Source	FY18 Actuals	FY19 Actuals	FY20 Actuals	FY21 Actuals	FY22 Actuals	FY22 Target	% Varianc Targe
	6.1	relationships with the business		SPA	Resident Survey	33%	33%	34%	34%	34%	34%	0.00
		community, local governments, military, and stakeholders	% Of city contracts award to LSBDE	Finance	ERP	38.19%	46.00%	40.06%	21.76%	27.83%	40.00%	-43.7
	6.2	Ensure trust and confidence in	# and Type of FayFixIt Tickets	СМО	FayFixIT	8,420	8,497	11,274	16,129	13,899	12,500	10.0
		City government through	Total Calls Answered**	смо	Taske	44,162	50,722	25,305	65,109	63,887	67,000	-4.8
		transparency & high quality customer service	·	Marketing Comm	NextRequest	873	784	1,153	1,508	2,078	1,200	42.2
			Average wait time (secs) per call for the 1FAY call center (Total Time to Answer, TTA)	СМО	Taske	158	190	187	43	86	160	-86.0
			% of residents who felt the city is moving in the right direction	SPA	Resident Survey	50%	50%	50%	50%	50%	50%	0.00
			% satisfaction with overall customer service	SPA	Resident Survey	56%	56%	57%	57%	57%	57%	0.00
	6.3	Inform and educate about local government by enhancing		Marketing Comm	Facebook	24,721	29,431	31,672	35,151	37,726	38,000	-0.7
		public outreach and increasing community dialog,		Marketing Comm	Site Improve	569,001	771,554	666,337	637,471	829,114	900,000	-8.5
		collaboration and empowerment	# of FayFixIT Users % of residents very satisfied or satisfied with the availability of information about city programs and services	SPA	FayFixIT Resident Survey	5,286 51%	5,363 51%	8,114 50%	11,600 50%	12,285	12,000 50%	0.00
				SPA	Resident Survey	49%	49%	48%	48%	48%	48%	0.00
				Clerk	B & C Member record	175	175	175	183	144	175	-21.5

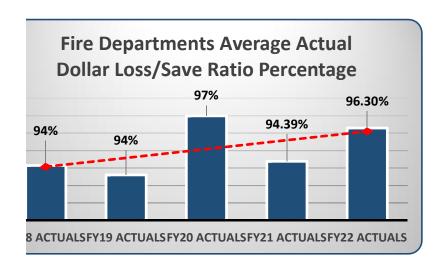


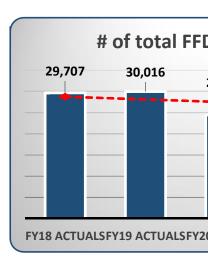




% satisfaction wi of fire protect serv

City of Faye National Av



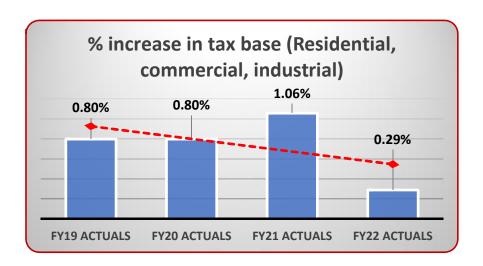


ith overall quality ion and rescue vices:

tteville: 86%

verage: 81%

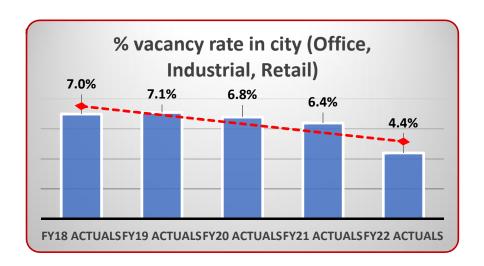


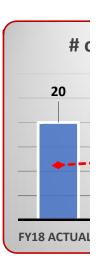


% satisfaction with overall strength of Fayetteville's economy:

City of Fayetteville: 43%

8% increase since 2018



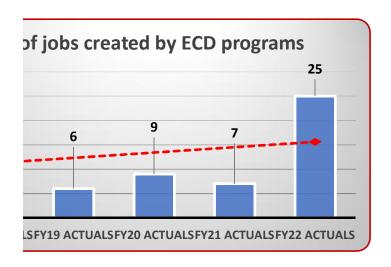


% satisfaction with overall appearance % sat of major corridors:

City of Fayetteville: 44%

6% increase since 2018

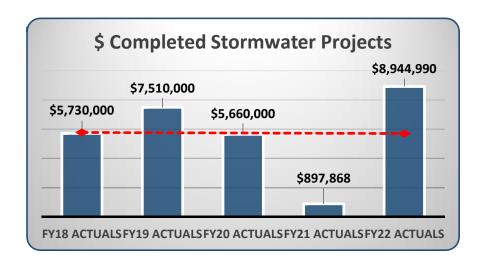
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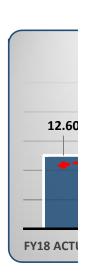


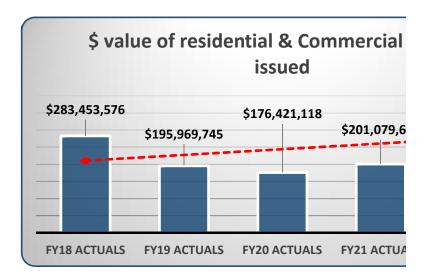
isfaction with overall quality of life in the City:

City of Fayetteville: 50%

21.95% increase since 2018

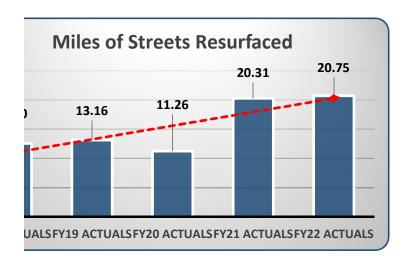


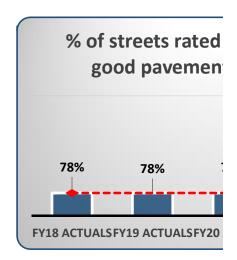


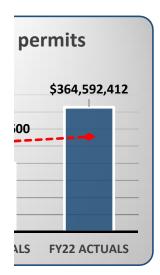


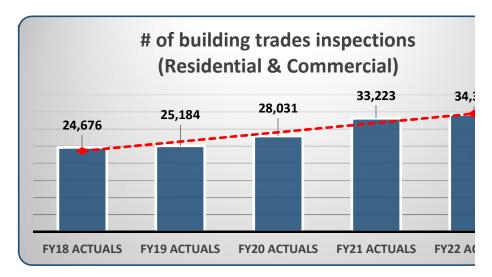


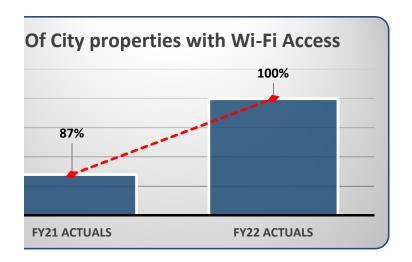


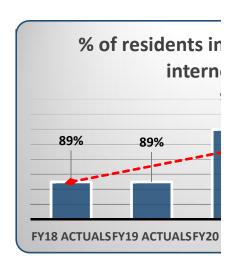




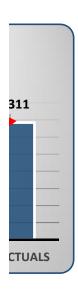


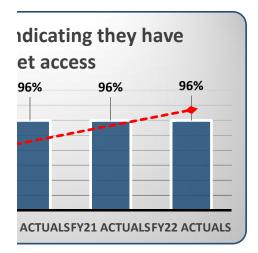


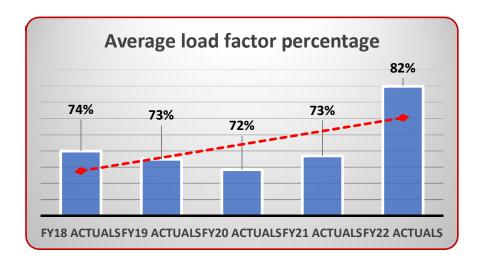


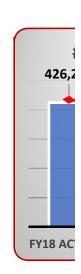


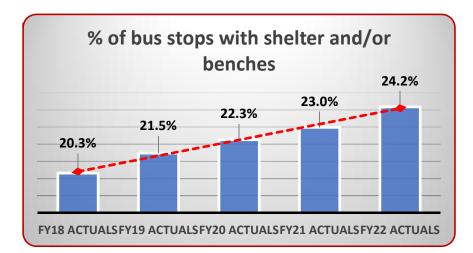






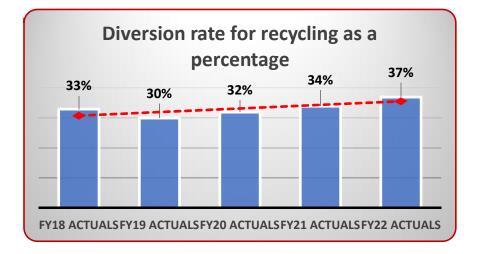


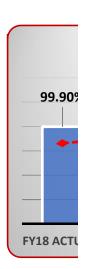




% satisf publ

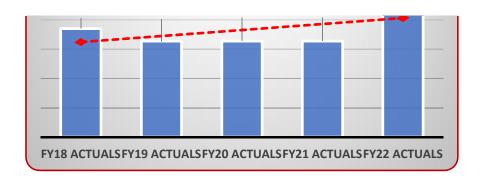
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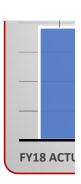








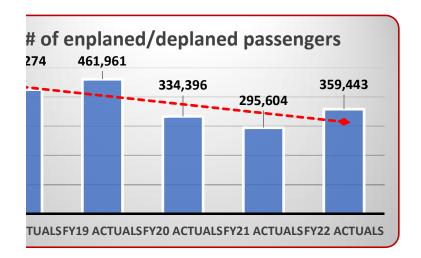


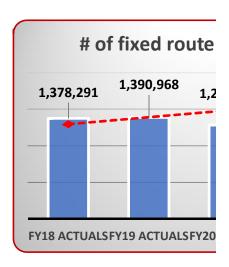


% satisfaction with overall quality of life in your neighborhood

City of Fayetteville: 63%

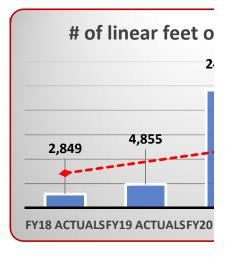
10.5% increase since 2018



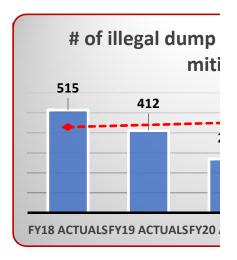


faction with the availability of ic transportation (Transit):

Lity of Fayetteville: 39% 1% increase since 2018





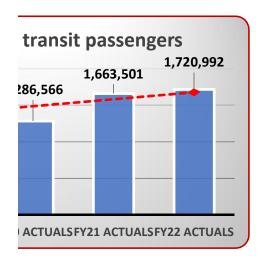


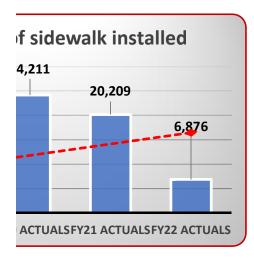


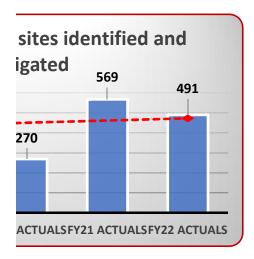




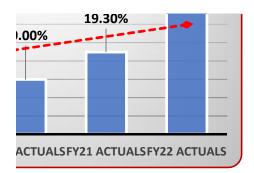


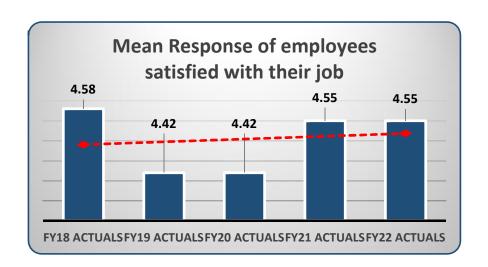








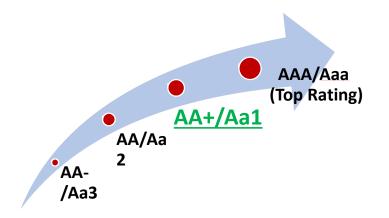




% overall value received for tax dollars:

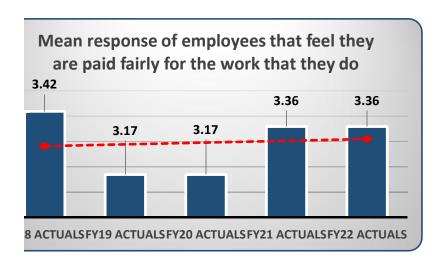
City of Fayetteville: 33%

U.S. Average: 37%



% satisfactio services p

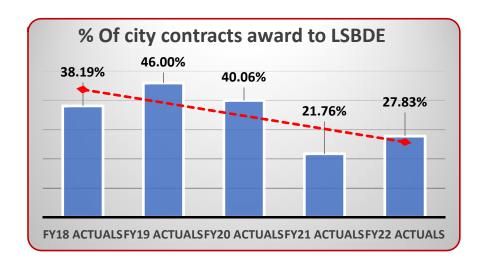
City of 5.17% i

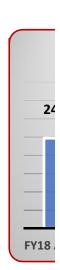


n with overall quality of rovided by the City:

Fayetteville: 61%

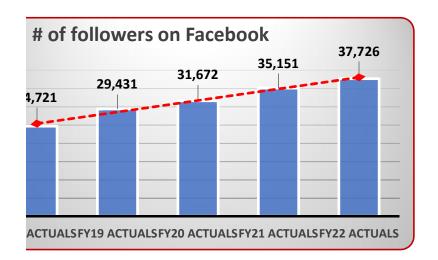
icrease since 2018

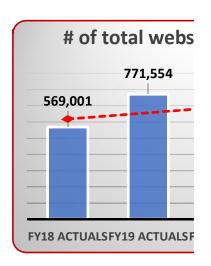


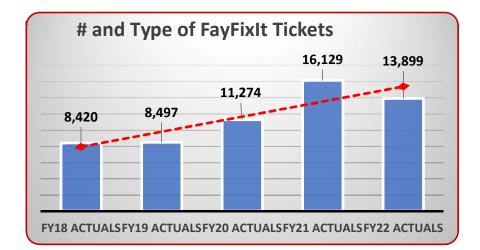


% satisfaction with the availability of information about city programs and services:

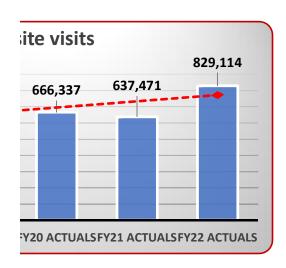
City of Fayetteville: 50% 1.96% decrease since 2018

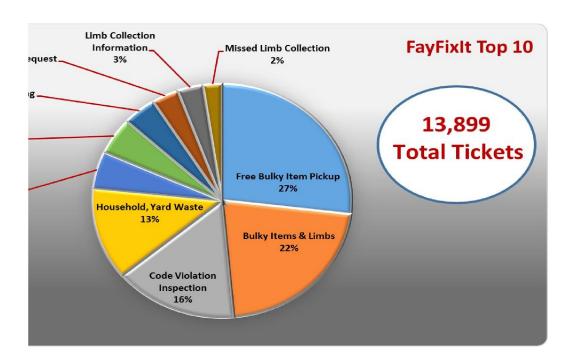














City of Fayetteville

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

City Council Action Memo

File Number: 22-2876

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Public Hearing

Agenda Number: 10.01

TO: Mayor and Members of City Council

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

FROM: Jay C. Toland, CMA - Chief Financial Officer/Assistant City Manager

DATE: August 8, 2022

RE:

Public Hearing on Order Authorizing \$60,000,000 Public Safety Improvement Bonds, Bond Order Authorizing \$25,000,000 Streets, Sidewalk, and Connectivity Bonds, and Order Authorizing \$12,000,000 Housing Bonds

Consider Final Adoption of the Bond Orders and Resolution Calling for a Bond Referendum

COUNCIL DISTRICT(S):

ΑII

Relationship To Strategic Plan:

Goal 4: Desirable place to live and recreate.

Executive Summary:

City Council will conduct the public hearing on the orders for \$60,000,000 Public Safety Improvement Bonds, \$25,000,000 Streets, Sidewalk, and Connectivity Bonds, and \$12,000,000 Housing Bonds. After the public hearing, Council will be asked to consider the adoption on second reading the bond orders approved by Council on first reading on June 27, 2022, as amended, and the passage of a resolution calling for a bond referendum on November 8, 2022.

Background:

On April 28, 2022, City Council held a special meeting to discuss unfunded needs in the

File Number: 22-2876

City. The City Council directed staff to initiate the process to set bond referendums for November 8, 2022, for not to exceed \$60,000,000 in general obligation bonds for public safety improvement capital projects, not to exceed \$25,000,000 in general obligation bonds for streets, sidewalk, and connectivity capital projects, and not to exceed \$12,000,000 in general obligation bonds for affordable housing capital projects and funding the Housing Trust Fund.

On May 9, 2022, the City Council adopted a preliminary findings resolution authorizing staff to submit an application to the Local Government Commission for the proposed authorization of Public Safety Improvement Bonds, Streets, Sidewalk, and Connectivity Bonds, and Housing Bonds.

On June 27, 2022, the bond orders for the \$60,000,000 Public Safety Improvement Bonds, \$25,000,000 Streets, Sidewalk, and Connectivity Bonds, and \$12,000,000 Housing Bonds was introduced and unanimously adopted on first reading at the regular Council meeting. At that meeting, a statement of estimated interest and sworn statement of debt was submitted to the City Clerk.

At the August 8, 2022 meeting, City Council will conduct the public hearing on the bond orders. At the conclusion of the public hearing, Council will be asked to adopt the bond orders as well as adopt a resolution calling for a bond referendum on November 8, 2022. A copy of the proposed City Council proceedings is attached for your review. The Resolution Calling for a Bond Referendum is included in the proceedings document.

In summary, the resolution schedules the referendum for Tuesday, November 8, 2022, provides instructions regarding the process, and provides the substantial form of the official ballot

Issues/Analysis:

Several actions will be required in the next few months to proceed with the bond referendums in November. If any actions are not taken within the timeframe outlined in the calendar, the next opportunity to consider authorizing general obligation bonds will be November, 2016.

Also, the estimated interest for the total amount of \$97,000,000 in general obligation bonds, based on a 4.50% interest rate, semi-annual interest payments and a repayment period of 20 years, is \$45,832,238.

Budget Impact:

No budget impact at this time. If voters authorize the City Council to issue the aggregate amount of \$97,000,000 in General Obligation Bonds in November, then the City Council would have 7 years to use that debt capacity. The City Council is not required to issue the authorized bonds or to use all of the authorized debt capacity. Any debt issued would have to be repaid

File Number: 22-2876

Options:

At the conclusion of the public hearing, staff recommends that Council move to:

- 1. Staff recommends that City Council move to adopt the following:
 - (a) Adopt the Order Authorizing \$60,000,000 Public Safety Improvement Bonds;
 - (b) Adopt the Order Authorizing \$25,000,000 Streets, Sidewalk, and Connectivity Bonds, as amended;
 - (c) Adopt the Order Authorizing \$12,000,000 Housing Bonds Order.

The City Council is requested to adopt the bonds orders in three separate actions, one motion for each bond order.

Note: After the Bond Orders are adopted, Council is requested to proceed with a motion to adopt the Resolution Calling for a Bond Referendum.

- (d) Adopt the Resolution Calling for a Bond Referendum.
- 2) Not adopt the bond orders and resolution and provide direction to staff

Recommended Action:

Approve Option 1 above

Attachments:

Proceedings for August 8, 2022 meeting including:

Order Authorizing \$60,000,000 Public Safety Improvement Bonds Order Authorizing \$25,000,000 Streets, Sidewalk, and Connectivity Bonds Order Authorizing \$12,000,000 Housing Bonds Order

Resolution calling for a Bond Referendum

The City Council of the City of Fayetteville, North Carolina met in a regular meeting in the Council Chambers of the City Hall located at 433 Hay Street in Fayetteville, North Carolina, the regular place of meeting, at 7:00 p.m. on August 8, 2022.

Pres	ent: Mayor Mitch Colvin, presiding, and Council Members
Abs	ent: Council Members
1105	- Country National States
A 1 a a	Duscouts
AISC	Present:

The Mayor announced that this was the hour and day fixed by the City Council for a public hearing upon the orders entitled "ORDER AUTHORIZING \$60,000,000 PUBLIC SAFETY IMPROVEMENT BONDS," "ORDER AUTHORIZING \$25,000,000 STREETS, SIDEWALK, AND CONNECTIVITY IMPROVEMENT BONDS," and "ORDER AUTHORIZING \$12,000,000 HOUSING BONDS" and that the City Council would immediately hear anyone who might wish to be heard on the questions of the validity of said orders or the advisability of issuing said bonds.

No one appeared, either in person or by attorney, to be heard on the questions of the validity of said orders or the advisability of issuing said bonds and the City Clerk announced that no written statement relating to said questions had been received, except as set forth in Exhibit A attached hereto.

Thereupon,	re-introduced the following order authorizing bonds
the title of which was read and a co	opy of which had been previously distributed to each Council
Member:	

ORDER AUTHORIZING

\$60,000,000 PUBLIC SAFETY IMPROVEMENT BONDS

BE IT ORDERED by the City Council for the City of Fayetteville, North Carolina:

- 1. That pursuant to the Local Government Bond Act, as amended, the City of Fayetteville, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said City may now or hereafter have power and authority to contract, and in evidence thereof to issue Public Safety Improvement Bonds in an aggregate principal amount not exceeding \$60,000,000 for the purpose of providing funds, together with any other available funds, for acquiring, constructing and equipping various law enforcement and firefighting facilities and improvements for said City, including, without limitation, the acquisition of any related land and rights of way and the furnishing of incidental facilities and equipment.
- 2. That taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bonds.
- 3. That a sworn statement of debt of said City has been filed with the City Clerk and is open to public inspection.
- 4. That this order shall take effect when approved by the voters of said City at a referendum as provided in said Act.

Thereupon,	, seconded by Counci	
Member	, the order introduced and adopted of	on first reading on June 27, 2022
entitled "ORDER A	UTHORIZING \$60,000,000 PUBLIC SAFE	TY IMPROVEMENT BONDS'

was read a second time and place	ed upon its final passage. The vote upon the final passage of said
order was:	
Ayes:	
Noes:	
Thereupon,	re-introduced the following order, as amended,
authorizing bonds the title of whi	ich was read and a copy of which had been previously distributed
to each Council Member:	

ORDER AUTHORIZING

\$25,000,000 STREETS, SIDEWALK, AND CONNECTIVITY IMPROVEMENT BONDS

BE IT ORDERED by the City Council for the City of Fayetteville, North Carolina:

- 1. That pursuant to the Local Government Bond Act, as amended, the City of Fayetteville, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said City may now or hereafter have power and authority to contract, and in evidence thereof to issue Streets, Sidewalk, and Connectivity Improvement Bonds in an aggregate principal amount not exceeding \$25,000,000 for the purpose of providing funds, together with any other available funds, for various transportation related improvements inside and outside the corporate limits of the City, including, without limitation, street, road, mobility, sidewalk and streetscape improvements, bridges, bicycle lanes, curbs and drains, traffic controls, and greenways, and the acquisition of any related land, rights of way, and equipment.
- 2. That taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bonds.

- 3. That a sworn statement of debt of said City has been filed with the City Clerk and is open to public inspection.
- 4. That this order shall take effect when approved by the voters of said City at a referendum as provided in said Act.

Thereup	on, upon	motion of Counci	l Member		_, seconded by C	Council
Member		, the order in	troduced and add	opted on first re	eading on June 27	', 2022,
entitled "OR	DER A	AUTHORIZING	\$25,000,000	STREETS,	SIDEWALK,	AND
CONNECTIVI	TY IMPI	ROVEMENT BON	NDS," as amend	ed, was read a	second time and	placed
upon its final pa	assage. T	he vote upon the fi	inal passage of s	aid order was:		
Ayes:						
_						
Noes:						
Thereup	oon,		re-introduced	the following	order authorizing	g bonds
the title of which	ch was re	ad and a copy of v	which had been	previously dist	ributed to each (Council
Member:						

ORDER AUTHORIZING

\$12,000,000 HOUSING BONDS

BE IT ORDERED by the City Council for the City of Fayetteville, North Carolina:

1. That pursuant to the Local Government Bond Act, as amended, the City of Fayetteville, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said City may now or hereafter have power and authority to contract, and in evidence thereof to issue Housing Bonds in an aggregate principal amount not exceeding \$12,000,000 for the purpose

of providing funds, together with any other available funds, for community development programs to provide and rehabilitate multifamily and single family housing inside the corporate limits of the City, principally for the benefit of persons of low and moderate income, including, without limitation, the construction or rehabilitation of housing or neighborhood revitalization improvements, programs to provide loans and other financial assistance to such persons and to public and private providers of housing, and the acquisition of any related land, rights of way, and equipment.

- 2. That taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bonds.
- 3. That a sworn statement of debt of said City has been filed with the City Clerk and is open to public inspection.
- 4. That this order shall take effect when approved by the voters of said City at a referendum as provided in said Act.

Thereupon, upon m	notion of Council Member	, seconded by Council
Member	, the order introduced and adopted	d on first reading on June 27, 2022,
entitled "ORDER AUTHO	PRIZING \$12,000,000 HOUSING BO	ONDS" was read a second time and
placed upon its final passag	ge. The vote upon the final passage of	of said order was:
Ayes:		
Noes:		

The City Clerk was thereupon directed to publish said orders, together with the appended statement as required by The Local Government Bond Act, as amended, once in The Fayetteville Observer.

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

RESOLUTION CALLING FOR A BOND REFERENDUM

BE IT RESOLVED by the City Council of the City of Fayetteville, North Carolina (the "City") as follows:

Section 1. A bond referendum is hereby called to be held between 6:30 a.m. and 7:30 p.m., on Tuesday, November 8, 2022, at which there shall be submitted to the qualified voters of the City the questions stated in the form of ballot set forth in Section 4 of this resolution.

Section 2. For said referendum, (a) the registration records for elections in the City shall be used, and the registration records shall be open for the registration of qualified persons and for public inspection in the manner, under the conditions and at the times and places provided by the Cumberland County Board of Elections, (b) the chief judges, judges, and assistants appointed by the Cumberland County Board of Elections for the several precincts and voting places in the City shall be the precinct officers for such precincts and voting places, and (c) the precincts and voting places shall be that fixed by the Cumberland County Board of Elections, subject to change as provided by law. The Cumberland County Board of Elections is hereby requested to conduct said referendum in the City and to take all necessary steps to that end in accordance with the provisions of this section.

Section 3. The City Clerk shall cause a notice of bond referendum to be published in <u>The</u>

<u>Fayetteville Observer</u> once at least fourteen days before October 14, 2022 (being the 25th day prior

to said bond referendum), and once again not less than seven days before said day, such notice to read substantially as follows:

NOTICE OF BOND REFERENDUM in the CITY OF FAYETTEVILLE, NORTH CAROLINA

A bond referendum will be held in the City of Fayetteville, North Carolina, on Tuesday, November 8, 2022, regarding the approval of the following:

- 1. Not to exceed \$60,000,000 PUBLIC SAFETY IMPROVEMENT BONDS of said City. The proceeds of said public safety improvement bonds would be used for acquiring, constructing and equipping various law enforcement and firefighting facilities and improvements for said City, including, without limitation, the acquisition of any related land and rights of way and the furnishing of incidental facilities and equipment, all as set forth in the bond order adopted by the City Council of said City on August 8, 2022. If said public safety improvement bonds are issued, taxes in an amount sufficient to pay the principal and interest thereof will be levied upon all taxable property in the City of Fayetteville, North Carolina;
- 2. Not to exceed \$25,000,000 STREETS, SIDEWALK, AND CONNECTIVITY IMPROVEMENT BONDS of said City. The proceeds of said streets, sidewalk, and connectivity improvement bonds would be used for various transportation related improvements inside and outside the corporate limits of the City, including, without limitation, street, road, mobility, sidewalk and streetscape improvements, bridges, bicycle lanes, curbs and drains, traffic controls, and greenways, and the acquisition of any related land, rights of way, and equipment, all as set forth in the bond order adopted by the City Council of said City on August 8, 2022. If said streets, sidewalk, and connectivity improvement bonds are issued, taxes in an amount sufficient to pay the

principal and interest thereof will be levied upon all taxable property in the City of Fayetteville, North Carolina; and

3. Not to exceed \$12,000,000 HOUSING BONDS of said City. The proceeds of said housing bonds would be used for community development programs to provide and rehabilitate multifamily and single family housing inside the corporate limits of the City, principally for the benefit of persons of low and moderate income, including, without limitation, the construction or rehabilitation of housing or neighborhood revitalization improvements, programs to provide loans and other financial assistance to such persons and to public and private providers of housing, and the acquisition of any related land, rights of way, and equipment, all as set forth in the bond order adopted by the City Council of said City on August 8, 2022. If said housing bonds are issued, taxes in an amount sufficient to pay the principal and interest thereof will be levied upon all taxable property in the City of Fayetteville, North Carolina.

The referendum will be conducted by the Cumberland County Board of Elections. The last day for new registration of those not now registered to vote is October 14, 2022. For further information and questions regarding said referendum, voter registration, procedures for those residents who have changed residences from the date of the last election, voting by absentee ballot, or one stop voting and polling place, please contact the Cumberland County Board of Elections, 227 Fountain Head Lane, Fayetteville, North Carolina 28301, (910) 678-7733. The Cumberland County Board of Elections' website is https://www.cumberlandcountync.gov/departments/election-group/elections.

Helen L. Nelson Chairperson, Cumberland County Board of Elections Pamela Megill

City Clerk, City of Fayetteville, North Carolina

4. The form of the ballot questions to be used at said referendum shall be substantially as follows:

Shall the order adopted on August 8, 2022, authorizing not to exceed \$60,000,000 PUBLIC SAFETY IMPROVEMENT BONDS of the City of Fayetteville, North Carolina, plus interest, for the purpose of providing funds, together with any other available funds, for acquiring, constructing and equipping various law enforcement and firefighting facilities and improvements for said City, including, without limitation, the acquisition of any related land and rights of way and the furnishing of incidental facilities and equipment, and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on said bonds, be approved?

YES []
NO []

Shall the order adopted on August 8, 2022, authorizing not to exceed \$25,000,000 STREETS, SIDEWALK, AND CONNECTIVITY IMPROVEMENT BONDS of the City of Fayetteville, North Carolina, plus interest, for the purpose of providing funds, together with any other available funds, for various transportation related improvements inside and outside the corporate limits of the City, including, without limitation, street, road, mobility, sidewalk and streetscape improvements, bridges, bicycle lanes, curbs and drains, traffic controls, and greenways, and the acquisition of any related land, rights of way, and equipment, and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on said bonds, be approved?

YES []
NO []

Shall the order adopted on August 8, 2022, authorizing not to exceed \$12,000,000 HOUSING BONDS of the City of Fayetteville, North Carolina, plus interest, for the purpose of providing funds, together with any other available funds, for community development programs to provide and rehabilitate multifamily and single family housing inside the corporate limits of the City, principally for the benefit of persons of low and moderate income, including, without limitation, the construction or rehabilitation of housing or neighborhood revitalization improvements, programs to provide loans and other financial assistance to such persons and to public and private providers of housing, and the acquisition of any related land, rights of way, and equipment, and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on said bonds, be approved?

YES	[]	
NO	ſ	1	

Section 5. The City Clerk is hereby directed to mail or deliver a certified copy of this resolution to the Cumberland County Board of Elections within three days after the adoption hereof.

Secti	on 6. Th	is resolu	tion shall	take ef	fect upon its pass	age.			
Ther	eupon,	upon	motion	of			and	seconded	by
		, the	foregoing	g resolu	ution entitled "RE	SOLUTIO	N CAI	LLING A BO	ONE
REFEREND	OUM" wa	as adopte	ed upon in	troduc	tion by the follow	ving vote:			
Ayes	s:								
Noes	s:								

I, Pamela Megill, City Clerk of the City of Fayetteville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of the recorded minutes of the City Council of said City at a regular meeting held on August 8, 2022, said record having been made in the minutes of said City Council, and is a true copy of so much of said proceedings of said City Council as it relates in any way to the holding of a public hearing, the adoption of bond orders authorizing general obligation bonds of said City, and the calling of a bond referendum upon such orders.

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

I DO HEREBY CERTIFY that I will mail or deliver a certified copy of the resolution passed on August 8, 2022, entitled "RESOLUTION CALLING A BOND REFERENDUM" to the Cumberland County Board of elections on or before the third day following the adoption of said resolution.

WITNESS my hand and the official seal of said City this 8th day of August, 2022.

[SEAL]

EXHIBIT A

[A list of any persons making comments and a summary of such comments to be attached. If no comments are made, please insert "None".]



August 2022





Overview

- Public Hearing
- Adoption of bond orders and resolution
- Review tax rate implication
- Review projects (marketing purposes)
- Brief overview of marketing



Public Hearing

 Hold the public hearing in accordance with City Council Policies and Procedures.



Adopting Bond Orders and Resolution

- Council is requested to adopt the bond orders in three separate motions, one motion for each bond order.
- Council is requested to adopt the resolution calling for a referendum.



Motion #1 – Public Safety

 "Staff is requesting Council adopt the Order Authorizing \$60M Public Safety Improvement Bonds, as first introduced on June 27, 2022."

• Motion: "Motion to adopt the Order Authorizing \$60M Public Safety Improvement Bonds, as first introduced on June 27, 2022."



FAYETTEVILLE: Motion #2 – Streets and Sidewalks

 "Staff is requesting Council adopt the Order Authorizing \$25M Streets, Sidewalk, and Connectivity Improvement Bonds, as first introduced on June 27, 2022, and as amended."

 Motion: "Motion to adopt the Order Authorizing 25M Streets," Sidewalk, and Connectivity Improvement Bonds, as first introduced on June 27, 2022, and as amended."

Motion #3 - Housing

 "Staff is requesting Council adopt the Order Authorizing \$12M Housing Bonds, as first introduced on June 27, 2022."

 Motion: "Motion to adopt the Order Authorizing \$12M Housing Bonds, as first introduced on June 27, 2022."

Approve Resolution Calling for a Bond Referendum

 "Staff is requesting Council approve and adopt the Resolution Calling for a Bond Referendum."

 Motion: "Motion to approve and adopt the Resolution Calling for a Bond Referendum."



Tax Rate Implication

100% Debt Funding

		Dedicated Property Tax Equivalent*					
Projects		1¢	2¢	3¢	3.5¢	4¢	5¢
Funded		(\$1,450,000)	(\$2,900,000)	(\$4,350,000)	(\$5,075,000)	(\$5,800,000)	(\$7,250,000)
2026	Amount Funded	\$25,400,000	\$50,600,000	\$76,000,000	\$88,854,000	\$101,200,000	\$127,100,000
	Total Cost (Principal + Interest)	\$33,863,000	\$67,457,750	\$101,320,750	\$118,457,962	\$134,915,500	\$169,446,500
	Year of Debt Maturity	2046	2046	2046	2046	2046	2046

^{*} Represents an equivalent tax increase, revenue repurposing, expenditure reduction, or some combination of two or more adjustments. Assumes the additional revenues begin in FY2023 at \$1,450,000 per penny equivalent and grow at 1.70% per year.



Project List

Priority	Project	Phase	Project Estimate / Million
Fire Department			2022
1	Fire Station #16 - Cedar Creek Rd.	New Construction	\$ 8.76
2	Fire Station #9 - Santa Fe Dr.	New Construction on Existing Site	\$ 10.16
3	Fire Station #2 - Olive St.	New Construction on New Site	\$ 8.54
4	Fire Station #7 - Stacy Weaver Dr.	Renovation	\$ 4.86
5	Fire Station #3 - Rosehill Rd	Renovation	\$ 4.98
6	Fire Station #6 - Cliffdale	Renovation	\$ 5.08
7	Logistics Building - Bragg Blvd.	New Construction at Fire Station #4	\$ 3.52
8	Fire Station #11 - Raeford Rd	Renovation	\$ 6.62
9	Fire Station #20 - Site TBD	New Construction	\$ 9.25
10	Fire Station #18 - Elliot Bridge Rd.	Temporary Station (Relocate from Station #9)	\$ 0.010
		Total	\$ 61.78
Police Department			
1	New 911 Center - Location TBD	New Construction	\$ 33.89
2	Training Complex - Location TBD	New Construction	\$ 23.06
3	Special Vehicle Storage - Location	New Construction	\$ 3.82
4	Cross Creek District - Raeford Rd	New Construction	\$ 11.92
5	Central District - Sycamore Dairy	New Construction	\$ 16.31
6	Headquarters - Downtown	Renovation	\$ 31.33
		Total	\$ 120.33
Property, Operating,	and Issuance Cost Not Included	Grand Total	\$ 182.11



Project List Cont.

<u>Infrastructure</u>

- Sidewalks \$7.3M 14.5 Miles (Approximately \$500k/mile)
- Intersection Improvements \$800K (5 total intersections mainly pedestrian accommodations)
- Bike Plan (4 areas Buffered Bike Lane(s)) \$450K
- Street Repaving/Pavement Preservation \$14.7M 63 Miles (~\$233k/mile resurfaced) or 109 Miles (~\$135k/mile 75/25 resurface/alternative treatment method)
- Management Cost (assuming 4 year delivery) \$1.75M Total \$25M (Estimate 7% of total amount, higher if managed externally)



Project List Cont.

Housing

• These dollars would be used to <u>incentivize third parties to partner on projects</u> that support housing affordability initiatives making Fayetteville a desirable place to live for all residents. These projects could include a <u>housing trust fund</u>, <u>homeownership programs</u>, <u>new housing initiatives and innovative solutions</u> to meet the critical housing needs of the community.



Marketing

- City's role education only
- Other stakeholder (non-city) roles
 - Fundraising
 - Advocacy
- Next steps





FayettevilleNC.gov



City of Fayetteville

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

City Council Action Memo

File Number: 22-2845

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Public Hearing

Agenda Number: 10.02

TO: Mayor and Members of City Council

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

Dr. Gerald Newton, AICP - Development Services Director

FROM: Jennifer C Baptiste, CZO - Planning & Zoning Division Manager

DATE: August 8, 2022

RE:

AX22-008: Annexation area located along the western side of Ramsey Street, across from Slocomb Road and South of Wolfpoint Drive. Consisting of one parcel, being approximately 15.29 acres. Being the property of SRW Commercial Development, LLC (Palmer Williams, Vice President). Case related to P22-24, 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
- Objective 4.5 Ensure a place for people to live in great neighborhood

Executive Summary:

The applicant, SRW Commercial Development, LLC, through Palmer Williams, Vice President submitted a petition requesting annexation of 15.29 +/- acres on the western side of Ramsey Street, across from Slocomb Road and south of Wolfpoint Drive. The area consists of one parcel. The parcel is vacant except for a telecommunication tower. The applicant is proposing a mini-storage facility at this location. A plan has been

File Number: 22-2845

submitted however final approval shall be required.

The applicant has requested an initial zoning of the area to CC Community Commercial. The Zoning Commission recommended approval of the requested zoning on June 14, 2022.

Professional Planning Staff recommends approval of the annexation and initial zoning request.

Background:

The subject property is owned by SRW Commercial Development, LLC. The property consists of one parcels with the address of 6765 Ramsey Street (REID:

0541199007000), located on the western side of Ramsey Street, across from Slocomb Road and south of Wolfpoint Drive. The property, which is located within the City's Municipal Influence Area (MIA), is non-contiguous to the City's municipal boundaries. However the City Limit line is located to both the North and South of the property. 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 extending sewer and water mains to the site.

See the attached Basic Information Sheet for more information about the property. On June 14, 2022, the Zoning Commission held a public hearing to review the initial zoning request for the property (P22-24). The Zoning Commission recommended Approval of the initial zoning as per the applicant's request.

Issues/Analysis:

<u>Sufficiency</u>: The City's Real Estate Staff has found the annexation petition to be sufficient. (See Sufficiency Memo, attached.)

<u>Compliance with Annexation Standard</u>: 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.

<u>Effective Date</u>: 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 August 8, 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.

<u>Financial Impact of Annexation on the Property Owners</u>: 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.)
As the property is developed, the owners will be subject to City property taxes, but the

owners will also receive City services. The owners will also be eligible for PWC

File Number: 22-2845

inside-City utility rates, which are less than outside-City rates.

<u>Services</u>: City operating departments and PWC divisions have reviewed the proposed annexation, and they have indicated that they will 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.

Options:

- 1. Adopt the Annexation Ordinance with an effective date of August 8, 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 August 8, 2022 and December 31, 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. However, the property can still be developed if the plan is reviewed and approved by the Cumberland County Planning Department and the County Commissioners.
- 4. Table action on the requested annexation.

Recommended Action:

Planning Staff recommends Option 1: Adopt the proposed ordinance annexing the area effective August 8, 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
- 3. Map
- 4. Basic Information Sheet
- 5. Sufficiency Memo
- 6. Proposed Annexation Ordinance

APPENDIX A: SUMMARY OF SERVICES, COSTS, AND REVENUES (AX22-008)

BUILD-OUT ASSUMPTIONS

The parcels are currently vacant (wooded and cleared) except for a telecommunication tower located on the property. A preliminary site plan has been submitted to the City for a self-storage facility; however additional submittals, reviews, and approvals shall be required.

CITY SERVICES

If the area is annexed, the City would provide services, as explained below.

Fire Department- West Area

<u>Fire Protection Services</u> - The department reports that it would cover the area before and after annexation.

<u>Debt Assumption</u> - The area is serviced by Westarea Fire Department. Under State law, the City is required to request debt information from the affected Fire Department and may be required to assume some of that debt.

<u>Fire Inspection Services</u> -The City Fire Department would be responsible for providing service. The cost or revenue would be minimal.

Police Department-

<u>Patrol Services</u> - The department would be responsible for providing service. The cost would be minimal.

Public Services Department-

<u>Engineering Division</u> - During construction, an inspector would inspect the construction of storm water control measures to ensure compliance with City regulations.

<u>Traffic Services and Street Maintenance</u> – Driveway access and additional requirements such as turn lanes would be reviewed and approved by this department.

<u>Solid Waste Division</u> – As this will be a commercial development the owner would need to acquire private hauler services.

Transit Department- N/A

PWC SERVICES

If the property is annexed, PWC would be able provide services, as explained below.

PWC Water and Sewer Division-

Sewer: Sewer is available. The developer will be responsible for extending sewer mains into the site.

Note: There is an existing 8-inch PWC gravity sewer main on the site. There is also an existing 8-inch Kelly Hills gravity sewer main on site (owned and operated by Cumberland County). The developer would install the necessary sewer main extensions/laterals to serve the parcel under consideration.

Water: Water is available. The developer will be responsible for extending water mains into the site.

Note: There is an existing 8-inch PWC water main in the western Ramsey Street right-of-way along the frontage of the subject parcel. The developer would install the necessary water main extensions/laterals to serve the parcel under consideration.

Fire Hydrants: The developer will be responsible for installing fire hydrants on the new water mains per the Fire Marshall's requirements.

Note: There are no existing fire hydrants located on the 8-inch PWC water main along the frontage of the subject parcel. Fire hydrants will need to be provided for the development as required by the City Fire Marshal's office.

Costs to PWC: PWC would incur routine operation and maintenance costs.

Revenues to PWC: PWC would receive revenue from the new sewer and water accounts for new development in the area.

PWC Electrical Division-

Electrical: PWC has indicated that it will be the customer's choice to use PWC or Duke Energy

Street Lights: The developer will be responsible for the cost of installing street lights.

Costs to PWC: PWC would incur routine operation and maintenance costs.

Revenues to PWC: PWC would receive revenue from the new electrical accounts for new development in the area.

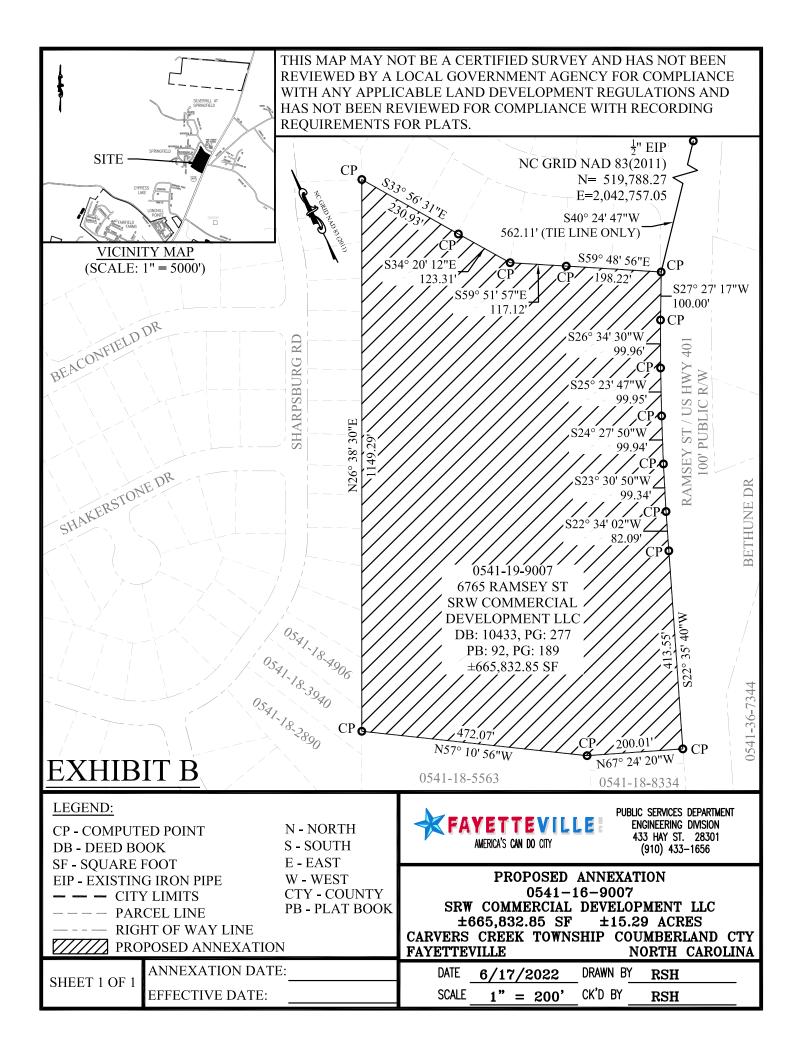


Metes and Bounds Legal Description

6765 Romsey Street PIN: 0541-\ 9-9007

Property in Carvers Creek 'Township, Cumberland County, North Carolina more particularly described as follows:

BEGINNING at a point in the western margin of the 100 foot right-of-way for U.S. 401 North, said point being North 22 degrees 35 minutes 40 seconds East 298.85 feet from the southeast corner of the tract of which is a part and also being the northeast comer of a tract conveyed to Z& M Motor Lines; thence with the northern boundary of the Z & M Motor Lines tract North 67 degrees 24 minutes 20 seconds West 200.01 feet to a point in said boundary; thence North 57 degrees 10 minutes 56 seconds West 472.07 feet to a point in the rear boundary of the original tract; thence North 26 degrees 38 minutes 30 seconds East I 149.29 feet to the northwest corner of the original tract; thence with the northern boundary of the original tract South 33 degrees 56 minutes 31 seconds East 230.93 feet, South 34 degrees 20 minutes 12 seconds least 123.31 feet, South 59 degrees 51 minutes 57 seconds Best I 17.12 feet, South 59 degrees 48 minutes 56 seconds East l'98.22 to a point in the western margin of the 100 foot right-of-way for U.S. 401 North; thence with stud margin South 27 degrees 27 minutes 17 seconds West 100.00 feet, South 26 degrees 34 minutes 311 seconds West 99.96 feet, South 25 degrees 23 minutes 47 seconds West 99.55 feet, South 24 degrees 27 minutes 50 seconds West99.94 feet, South 23 degrees 30 minutes 50 seconds West99.34 feet, South 22 degrees 34 minutes 02 seconds West 82.09 feet, and South 2 degrees 35 minutes 40 seconds West 413.55 feet to the beginning, containing 15.2854 acres more or less, and being described on a survey by Larry King & Associates, R.L.S., P.A. dated April 17, 1996.



BASIC INFORMATION ABOUT ANNEXATION AREA (AX22-008) Information Updated as of: 7/18/2022

Date Petition Found Sufficient: 6/19/2022 Assumed Ordinance Adoption Effective Date: August 8, 2022

1.	Name of Area:	Ramsey Street across from Slocomb Road – AX22-008
2.	Name of Owner(s):	SRW Commercial Development, LLC – Palmer Williams, Vice President
3.	General Location/ Adjacent	General Location: Western side of Ramsey Street across from Slocomb
	Neighborhoods/ Address	Road and South of Wolfpoint Drive – 6765 Ramsey Street
4.	Tax Identification Numbers	PIN: 0541-19-9007 REID: 0541199007000
	(PIN):	
5.	TRC – Staff Review – May 2022	Reviewed plans for a self- storage facility
6.	Initial Zoning: P22-24 – Staff and the Zoning Commission recommends Approval	The property is zoned C(P) in the County – Zoning Requested CC
7.	Fire Department To Be Affected:	Westarea
8.	Is the Area Contiguous?	No (City Limits located to the North and South but this property does not abut either)
9.	Is the Area in the Fayetteville MIA (Municipal Influence Area)?	Yes
10.	Type of Annexation:	Petition Initiated – Non Contiguous area
11.	Background:	The owner plans to construct a self-storage facility at this location
12.	Reason the Annexation was	The owner would like to use PWC sewer and water. Policy 150.2
	Proposed:	requires annexation to use PWC sewer. This area is served by PWC.
13.	Number of Acres in Area:	15.29 +/-
14.	Type of Development in Area:	Parcel is currently vacant (except for a telecommunication tower). The surrounding area is residential and industrial. The property is located between the City Limits to the North and to the South but is not contiguous to either.
15.	Present Conditions:	 a. Present Land Use: Vacant (cell tower) b. Present Number of Housing Units: 0 c. Present Demographics: Total Population = 0 d. Present Streets: None e. Water and Sewer Service: None f. Electrical: Duke Energy to the existing cell tower g. Current Real Property Tax Value: Approximately \$366,474
16.	Factors Likely to Affect Future of Area:	 a. Plans of Owner: The developer plans to construct a self-storage facility b. Development Controls Land Use Plans Future Land Use Plan: County 2021 Plan – Commercial Uses City 2040 Plan – Employment Center (EC) Zoning Current Zoning in County: C(P) Commercial Expected Zoning After Annexation: CC Community Commercial Plan Approval: Shall be required for review and approval C. Fayetteville Airport Impact: In Fay Airport Overlay District? No Military Base Impacts In Simmons Noise Contours? No In Simmons Accident Potential Zones? No

AX22-003 1

BASIC INFORMATION ABOUT ANNEXATION AREA (AX22-008) Information Updated as of: 7/18/2022 Date Petition Found Sufficient: 6/19/2022 Assumed Ordinance Adoption Effective Date: August 8, 2022

	3. Red-Cockaded Woodpecker Impacts? Not known.
	e. Environmental Factors
	Watershed Basin – Yes
	2. Flood Zones- NA
	f. Endangered/Threatened Species-Parcel is not designated as a
	Wildlife Habitat Connector
	1. Wetlands- NA
17. Expected Future Conditions:	a. Future Land Use: Commercial
17. Expected ruture conditions.	b. Future Number of Housing Units: 0
	c. Future Demographics: 0
	
	d. <u>Future Streets:</u> No
	e. Water and Sewer Service: PWC
	f. <u>Electric Service:</u> PWC or Duke Energy (customer's choice)

AX22-003 2

MEMO

To: Marsha Bryant, Planning Department

From: Kecia N. Parker, Real Estate Manager

CC: To the file

Date: June 17, 2022

Re: Sufficiency of Annexation Petition

SIGNERS OF THE PETITION: Palmer N. Williams, VP

SRW Commercial Development, LLC

SRW Commercial Development Inc. per recorded deed found in Deed Book 5370, Page 526 which later converted to **SRW Commercial Development, LLC** per the Certificate of Conversion found in Deed Book 10433, Page 277 is the record owner for the 15.29-acre tract.

1: 0541-19-9007- BILTWELL-DAVIS PROPERTY LO1 SE01 PL0092-0189 15.29 AC

My search ended 6/15/22. No pertinent out conveyances were recorded for this property.

Petition is sufficient!

Annexation Ordinance No: ______
AX 22-008: Ramsey Street
Located on the western side of Ramsey Street, across from Slocomb Road and South of Wolfpoint Drive

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 August 8, 2022, after due notice via newspaper 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 Commercial Development, LLC is hereby annexed and made part of the City of Fayetteville, North Carolina as of August 8, 2022:

Name of Annex Area: Ramsey Street

Located on the western side of Ramsey Street, across from Slocomb Road and South of

Wolfpoint Drive

Name of Owner(s): SRW Commercial Development, LLC

PIN: 0541-19-9007/REID: -541199007000

Size: 15.29 +/- Acres

BEGINNING at a point in the western margin of the 100 foot right-of-way for U.S. 401 North, said point being North 22 degrees 35 minutes 40 seconds East 298.85 feet from the southeast corner of the tract of which is a part and also being the northeast comer of a tract conveyed to Z & M Motor Lines; thence with the northern boundary of the Z & M Motor Lines tract North 67 degrees 24 minutes 20 seconds West 200.01 feet to a point in said boundary; thence North 57 degrees 10 minutes 56 seconds West 472.07 feet to a point in the rear boundary of the original tract; thence North 26 degrees 38 minutes 30 seconds East I 149.29 feet to the northwest corner of the original tract; thence with the northern boundary of the original tract South 33 degrees 56 minutes 31 seconds East 230.93 feet, South 34 degrees 20 minutes 12 seconds least 123.31 feet, South 59 degrees 51 minutes 57 seconds Best I 17.12 feet, South 59 degrees 48 minutes 56 seconds East 1 '98.22 to a point in the western margin of the 100 foot right-of-way for U.S. 401 North; thence with stud margin South 27 degrees 27 minutes 17 seconds West 100.00 feet, South 26 degrees 34 minutes 311 seconds West 99.96 feet, South 25 degrees 23 minutes 47 seconds West 99.55 feet, South 24 degrees 27 minutes 50 seconds West 99.94 feet, South 23 degrees 30minutes 50seconds West 99.34 feet, South 22 degrees 34 minutes 02 seconds West 82.09 feet, and South 2 degrees 35 minutes 40 seconds West 413.55 feet to the beginning, containing 15.2854 acres more or less, and being described on a survey by Larry King & Associates, R.L.S., P.A. dated April 17, 1996.

Section 2. Upon and after August 8, 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

Section 3. The Mayor of the City of Fayette Register of Deeds of Cumberland County, and in th Carolina, an accurate map of the annexed area, describis ordinance. Such a map shall also be delivered required by G.S. 163-288.1.	ribed in Section 1, together with a certified copy of
Adopted this day of	
	Mitch Colvin, Mayor
ATTEST	
Pamela Megill, City Clerk	

the City of Fayetteville, North Carolina. Said area shall be subject to municipal taxes according to G.S. 160A-58.10.



City of Fayetteville

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

City Council Action Memo

File Number: 22-2844

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Administrative

Reports

Agenda Number: 11.01

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: James Rutherford - Housing & Code Enforcement Division Manager

DATE: August 8, 2022

RE:

Vehicle Parking in Residential Front Yards - Review of Peer City Codes

COUNCIL DISTRICT(S):

ΑII

Relationship To Strategic Plan:

2022-2027 Strategic Plan

Goal 3 - City Investment in Today and Tomorrow

Objective 3.4 - To revitalize neighborhoods with effective code enforcement and violation abatement.

Goal 4 - The City of Fayetteville will be highly desirable place to live, work and recreate.

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

Executive Summary:

City Council directed staff to conduct a review of the city code as it relates to the acceptable number of vehicles in front yards of residential communities. Staff has included information on ten peer cities in this report.

Background:

In a May 24, 2022 meeting requested by Council Member Haire, the Council Member met with two Development Services staff members and briefly discussed concerns brought to

File Number: 22-2844

him over the excessive number of vehicles parked in the front yards of some residences. The Council Member expressed his intent to present a request to the City Council for staff to research the issue. In the June 6, 2022 City Council work session, the request was made and staff was directed to research peer city ordinances as they pertain to parking of vehicles in residential front yards. This meets that directive and is designed for presentation if requested.

Issues/Analysis:

Code Enforcement requested information from several peer cities/counties. Of the requests, the following seven responded.

- -Charlotte
- -Cumberland County
- -Greenville
- -Highpoint
- -Hope Mills
- -Raleigh
- -Wilmington

The following cities ordinances were researched from published code due to lack of response from their staff.

- -Durham
- -Greensboro
- -Winston-Salem.

Consensus

Six of the ten cities or county require parking of vehicles on improved surfaces with most of those only having this limitation in the front yard.

Most specify limitations only to "vehicles" and do not list campers, recreational vehicles, boats or other trailer types. Some cities may define motor vehicles as any vehicle that is self-propelled or intended to be towed on a public road.

Winston-Salem only applies the code if the neighborhood has been declared a "No Parking On The Lawn" area. This status requires approval by 60% of the property owners and the petition to be approved by the City Council.

Charlotte has the most aggressive enforcement with \$25 "tickets" issued by Code Enforcement after an initial warning. On the fourth offense by the same vehicle, the Police have authority to tow the vehicle.

Only one city had a specified limit of vehicles parked outside on single family residential and that was only a special overlay in Wilmington in and around the UNC-W campus. This limit is based on the number of vehicles registered to that address plus two. The

File Number: 22-2844

intent was to prevent residential properties from being used as parking lots for commuting students.

When asked if there were specific limits to number of vehicles in the front, corner side, side or rear yards most responses were none. Some cities limit the surface area used for parking in the front yard.

Finally, most cities permitted vehicles to be parked outside without current registration displayed as long as they did not meet the standards for Junk, Nuisance or Abandoned vehicles. Two cities capped the number at only one unlicensed vehicle and one city permits one vehicle that is not operational to be parked in the rear yard

Budget Impact:

There is no budget impact by this report.

Options:

The City Council Directive was to research and bring back the findings to the Council. No options have been developed at this time pending further direction from the Council.

Recommended Action:

None at this time.

Attachments:

- Peer City Comparison Chart
- Current City Code Parking Standards for Residential Development
- Council Request from the June 6, 2022 meeting

Peer City Comparison - Residential Parking

	•		1							,
Code	Charlotte	Cumberland Co	Durham	Greensboro	Greenville	High Point	Hope Mills	Raleigh	Wilmington	Winston-Salem
Staff member responded to request	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	No
Are vehicles required to be parked on paved driveways in residential	Yes, enforced with \$25 tickets and towing by Police on 4th violation on same vehicle	No	Yes only on front and side	Yes, front yard only	Yes and it is enforced	Yes and it is enforced	No	No, surfacing standards do not apply to single family & duplex	No	Yes, front yard only if in a No Parking on the Lawn Area
Limit on number of vehicles parked outside	None	None	None	None	None	None	None	None	Yes in special overlay in and around the UNCW campus only. Resident vehicles +2	None
Limit on number of vehicles parked in front, corner side, side or rear yard	None	None	No limits, rv's, boats, campers or other trailers must be parked to the rear of the primary structure	Front yard limitation only based on maximum area of parking surface	None	None	None	None	Not specific to area. Max limit in overlay for entire property	maximum
Can vehicles witout current registration	Yes, not specifically prohibited as long as they do not meet standards for Junk, Abandoned or	No, enforcement is only done after a complaint is	Yes, not specifically prohibited as long as they do not meet standards for Junk, Abandoned or	Yes, not specifically prohibited as long as they do not meet standards for Junk, Abandoned or	Yes, not specifically prohibited as long as they do not meet standards for Junk, Abandoned or Nuisance and parked on an improved	Yes only one permitted if in side or rear	Yes, not specifically prohibited as long as they do not meet standards for Junk, Abandoned or	Yes only one	Yes, one vehicle that is not operational is permitted in	Yes, not specifically prohibited as long as they do not meet standards for Junk, Abandoned or
be parked outside	Nuisance	made	Nuisance	Nuisance	surface	yard	Nuisance	permitted	the rear yard	Nuisance

30-5.A.5. Parking Standards for Residential Development

Off-street parking serving single-family detached, attached, or two- to four-family dwellings and located within front yard and/or corner side yard areas shall comply with the following standards:

a Parking in Vehicular Use Area Required:

Vehicles, whether parked or stored, shall be located in a vehicular use area. For the purposes of this subsection, "vehicles" shall include, but not be limited to, passenger vehicles, all trucks with a gross vehicle weight rating (GVWR) of 13,000 pounds or less, vans, golf carts, or other similar vehicles.

b Maximum Area Available for Vehicular Use

Vehicular use areas located within the first 40 feet of the front or corner side yard (as measured from the edge of the street right-of-way) shall be limited to the greater of 33 percent of the entire front and/or corner side yard area, or 750 square feet (see Figure 30-5.A.5, Maximum Vehicular Use Area), but not to exceed one-half the minimum required yard area. Nothing in this subsection shall be construed to limit the size of the vehicular use area located beyond the first 40 feet of a front or corner side yard area.

c. Limitation on Heavy Trucks, Trailers, or Major Recreational Equipment

1.In accordance with Section 30-4.D.3.t, Storage of Heavy Trucks, Trailers, or Major Recreational Equipment, parking of heavy trucks, commercial vehicles, or similar vehicles exceeding a gross vehicle weight rating of 13,000 pounds is prohibited in front and corner side yards.

2. Vehicles intended for personal transport with a gross vehicle weight rating of 13,000 pounds or less may be parked within the vehicular use area in front or corner side yards.

(Ord. No. S2013-020, § 1, 10-28-2013; Ord. No. S2015-008, § 3, 8-10-2015)

Figure 30-5.A.5.b: Maximum Vehicular Use Area

d.Surfacing

1. Vehicular use areas shall be surfaced in accordance with the standards in Section 30-5.A.3.c, Surfacing, within 40 feet of the edges of all adjacent right-of-way, except that gravel, crushed stone, or similar material may be used. The City Manager may approve alternative surfacing in cases where topography, existing trees, or existing structures make compliance with the standards impossible or impractical.

2. When used, gravel or crushed stone shall be at least two inches deep throughout the vehicular use area, and the vehicular use area shall maintain a visibly discernible and definable edge composed of landscape timbers, metal edging, vegetation (such as low shrubs or decorative grasses), or a similar technique.

3. Vehicular use areas within utility easements disturbed by the PWC during installation or servicing of underground utilities shall be resurfaced with materials to match the existing surface after completion of utility work.

e.Inoperable Vehicle/Equipment Storage

Storage of inoperable vehicles or equipment shall only take place within an enclosed structure.

30-5.A.8.i

Alternative Materials

The use of pervious or semi-pervious parking area surfacing materials—including, but not limited to, grass, mulch, "grass-crete," or recycled materials such as glass, rubber, used asphalt, brick, block and concrete—may be approved for the required vehicular surface area on a site, provided such areas are properly maintained. Where possible, such materials should be used in areas proximate to and in combination with on-site stormwater control devices (see Figure 30-5.A.8, Alternative Materials)n-site stormwater control devices (see Figure 30-5.A.8, Alternative Materials)

Vehicular Use Area - Definition

The portion of a site or development dedicated to vehicular ingress and egress, off-street parking, parking aisles, internal travel ways, fire lanes, and other areas dedicated to vehicular use, but not necessarily including vehicular storage areas.

4.06 City Council Member Agenda Item Request - Vehicles in Front Yards - Council Member Haire

Council Member Haire stated he is asking for support to direct staff to research ordinances our peer cities may have pertaining to parking vehicles in front yards; to include trailers, boats, recreational vehicles, etc.

Discussion ensued.

Consensus of Council was to direct staff to research ordinances our peer cities may have pertaining to parking vehicles in front yards; to include trailers, boats, recreational vehicles, etc.



City of Fayetteville

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

City Council Action Memo

File Number: 22-2867

Agenda Date: 8/8/2022 Version: 1 Status: Agenda Ready

In Control: City Council Regular Meeting File Type: Administrative

Reports

Agenda Number: 11.02

TO: Mayor and Members of City Council

THRU: Elaina L. Ball, CEO/General Manager

Fayetteville Public Works Commission

FROM: Fayetteville Public Works Commission

DATE: August 8, 2022

RE:

PWC Resolution # PWC2022.17 - Authorizing the Condemnation of Easements Delegation of Authority to the General Manager

COUNCIL DISTRICT(S):

ΑII

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

The PWC Commission Resolution # PWC2022.17 authorizing the acquisition by the exercise of eminent domain rights ("condemnation") of utility easements on six (6) parcels as part of Annexation Project Area 32 North (I-295 Crossings), Big Rockfish Creek Outfall, Annexation Project Area 25, and Annexation Project Area 27.

Background:

The Fayetteville Public Works Commission, during their meeting on July 13, 2022, approved the attached PWC Resolution # PWC2022.17, authorizing the condemnation of utility easements on six (6) parcels as part of the corridor for the construction of the sanitary sewer extension in Annexation Project Area 32 North (I-295 Crossings) - Big Rockfish Creek Outfall - Annexation Project Area 25, and Annexation Project Area 27.

File Number: 22-2867

The Fayetteville Public Works Commission has determined at this time that its utility operations should be extended, enlarged, and improved by the acquisition of six (6) specified easements, and such acquisition is necessary and in the public interest for the benefit and use of the public

We are taking this action to meet the construction schedule for these areas. Please note that every effort will be made to settle these claims up to and after Condemnation.

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

N/A

Recommended Action:

N/A

Attachments:

PWC Resolution # PWC2022.17

RESOLUTION TO AUTHORIZE THE CONDEMNATION OF EASEMENTS AND THE DELEGATION OF AUTHORITY TO THE GENERAL MANAGER

WHEREAS, Fayetteville Public Works Commission (PWC), as a public authority under North Carolina law, is entitled to exercise eminent domain rights as a local public condemnor to acquire real property interests that will be titled in the name of The City of Fayetteville and used to extend, enlarge, or improve the public enterprise comprised of PWC's utility operations; and

WHEREAS, PWC has determined at this time that its water and wastewater utility operations should be extended, enlarged, and improved by the acquisition of easements across the six (6) properties specified hereinbelow, said easements being acquired in the name of The City of Fayetteville, by and through PWC, and such acquisition is necessary and in the public interest for the benefit and use of the public, specifically by and through the establishment, extension, enlargement, or improvement (to meet the need for expanded or upgraded service) of an adequate and sound system of distribution of water supply and distribution systems, and wastewater collection and disposal systems, consistent with G.S. 160A-311(2) and (3).

THEREFORE, LET IT BE RESOLVED BY THE COMMISSIONERS OF FAYETTEVILLE PUBLIC WORKS COMMISSION THAT:

- 1. Fayetteville Public Works Commission, acting by and through its General Manager, is hereby authorized to acquire by condemnation, for the purposes stated above in the name of The City of Fayetteville, the property rights and interests described as follows:
 - a. Temporary construction easements ranging approximately 10-feet to 150-feet in width and permanent utility easements ranging approximately 10-feet to 37-feet in width across the following designated Parcel PINs for the purpose of establishing, extending, enlarging, or improving PWC's existing and proposed system of distribution of water supply and distribution systems and wastewater collection and disposal systems:

9485-55-7246 9484-67-3318 9486-69-1537 9487-51-9177 9487-22-7261 9487-51-9602

2. The General Manager is authorized to direct the attorney(s) representing Fayetteville Public Works Commission to institute the necessary legal proceedings under Chapter 40A of the North Carolina General Statutes to acquire the easements described hereinabove.

ADOPTED this 13th day of July 2022.

	FAYETTEVILLE PUBLIC WORKS COMMISSION
ATTEST:	Evelyn O. Shaw, Chair
Donald L. Porter, Secretary	