

## Meeting Agenda - Final

## **City Council Regular Meeting**

Monday, December 12, 2022	2 7:00 PM	Council Chamber
1.0 CALL TO ORDER	R	
2.0 INVOCATION		
3.0 PLEDGE OF ALL	EGIANCE	
4.0 ANNOUNCEMEN	ITS AND RECOGNITIONS	
5.0 CITY MANAGER	REPORT	
6.0 APPROVAL OF A	GENDA	
7.0 CONSENT AGEN	IDA	
7.01 <u>22-3093</u>	Approval of Meeting Minutes: November 14, 2022 - Regular November 28, 2022 - Discussion of Agenda Items November 28, 2022 - Regular November 29, 2022 - Special - Strategic Planning Retreat November 30, 2022 - Special - Strategic Planning Retreat	
Attachments:	<u>111422 Reg</u>	
	112822 Discussion of Agenda Items	
	<u>112822 Reg</u>	
	112922 Special - Strategic Planning	
	113022 Special - Strategic Planning	
7.02 <u>22-3104</u>	Resolution Declaring the Result of the Bond Referendum City of Fayetteville, North Carolina, on November 8, 2022 Questions of Approving \$60,000,000 Public Safety Improv Bonds, \$25,000,000 Streets, Sidewalk, And Connectivity Improvement Bonds, And \$12,000,000 Housing Bonds	, upon the
<u>Attachments:</u>	Cumberland County Board of Elections Resolution Relating to the Ca	nvass of th
	Resolution Declaring the Result of the Bond Referendum 11082022	
City of Fayetteville	Page 1	Printed on 12/7/2022

7.03	<u>22-3065</u>	P22-44. Rezoning from Agricultural Residential (AR) to Community Commercial (CC) of 8.68 acres±, located at 8142 & 8159 Stoney Point Road (REID #s (9485659452000, 9485655245000), and is the property of Jimmy N Ray, Judy Epps Click, and Kenny J Click, and represented by Mark Candler, Candler Development Group LLC.
	Attachments:	Application
		P22-44 Notification Map
		P22-44 Zoning Map
		P22-44 Land Use Plan
		Subject Property
		Surrounding Properties
		P22-44 Consistency and Reasonableness Statements
7.04	<u>22-3111</u>	Adoption of Budget Ordinance Amendment 2023-8 and Capital Project Ordinance Amendments 2023-15, 2023-16, 2023-17, and 2023-18 to Appropriate Additional Funding for Human Capital Management Module of the Enterprise Resource System Project
	<u>Attachments:</u>	CPOA 2023-15 Parking Lot Maintenance
		CPOA 2023-16 Direct Fiber Connections
		CPOA 2023-17 Internet Domain
		CPOA 2023-18 ERP Project
		BOA 2023-8 Portfolio Transfer.pdf
7.05	<u>22-3075</u>	Addition of Certain Streets to the City of Fayetteville System
	<u>Attachments:</u>	Streets Acceptance 2022 DEC
7.06	<u>22-3115</u>	Approval of an Agreement to be used with Transportation Network Companies
	Attachments:	2023 TNC AGREEMENT_FAY_ (12-6-22)

## 8.0 PUBLIC FORUM

## 9.0 PUBLIC HEARINGS (Public & Legislative Hearings)

		For certain issues, the Fayetteville City Council may sit as a quasi-judicial body that has powers resembling those of a court of law or judge. The Council will hold hearings, investigate facts, weigh evidence and draw conclusions which serve as a basis for its decisions. All persons wishing to appear before the Council should be prepared to give sworn testimony on relevant facts.
9.01	<u>22-3072</u>	Public Hearing on the City of Fayetteville Support for Economic Equity Venture Capital Fund with American Rescue Plan Funds
	<u>Attachments:</u>	Equity Venture Capital Fund Presentation
		Equity Venture Capital Fund Public Hearing Notice
		Equity Venture Capital Fund Summary (Draft - Pending Legal Review)
9.02	<u>22-3086</u>	Public Hearing on SN22-002. Consideration of Renaming a Providence Street to JP Swinson Street
	<u>Attachments:</u>	Memo to City
		Street Ordinance (final)
9.03	<u>22-3094</u>	Public Hearing on Authorization of the Issuance of Private Activity Bonds not to Exceed \$114,000,000 by the Public Finance Authority Relating to Two Mixed Income Housing Developments Located at 1701 Owen Drive and 1944 Cedar Creek Road
	<u>Attachments:</u>	GoodHomes, Inc. TEFRA Notice
		GoodHomes, Inc. TEFRA Resolution
		GoodHomes, Inc. 1701 Owen Drive Project
		GoodHomes, Inc. 1944 Cedar Creek Project
10.0		

### 10.0 OTHER ITEMS OF BUSINESS

10.01	<u>22-3106</u>	Night Circus: A District NYE Spectacular
	<u>Attachments:</u>	CAM - New Years Update Night Circus Map 2022.pdf
		Night Circus Presentation 2022-B
10.02	<u>22-3112</u>	Fayetteville Forward Bonds - Next Steps
	<u>Attachments:</u>	Fay Forward Bonds - Council Meeting - December 12, 2022

## 11.0 ADJOURNMENT

## POLICY REGARDING PUBLIC HEARING AGENDA ITEMS

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

### **CLOSING REMARKS**

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

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

## <u>COUNCIL MEETING WILL BE AIRED</u> <u>December 12, 2022 - 7:00 p.m.</u> <u>Cable Channel 7 and streamed "LIVE" at FayTV.net</u>

Notice Under the Americans with Disabilities Act (ADA):

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



## **City of Fayetteville**

## **City Council Action Memo**

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

File Number: 22-3093

Agenda Dat	<b>e:</b> 12/12/2022	Version: 1	Status: Agenda Ready							
In Control:	City Council Regular Meeting		File Type: Consent							
Agenda Nur	<b>nber:</b> 7.01									
TO:	Mayor and Members of Cit	y Council								
THRU:	Jeffrey Yates, Assistant Ci	ty Manager								
FROM:	Pamela J. Megill, MMC, City Clerk									
DATE:	December 12, 2022									
RE:										
Approval	of Meeting Minutes:									
Novembe	er 14, 2022 - Regular									
Novembe	er 28, 2022 - Discussion of A	genda Items								
Novembe	er 28, 2022 - Regular									
Novembe	er 29, 2022 - Special - Strateg	ic Planning Retreat								

November 30, 2022 - Special - Strategic Planning Retreat

## 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 REGULAR MEETING MINUTES COUNCIL CHAMBER, CITY HALL NOVEMBER 14, 2022 7:00 P.M.

Present: Mayor Mitch Colvin

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

Others Present: Douglas Hewett, City Manager Karen McDonald, City Attorney Adam Lindsay, Assistant City Manager Kelly Olivera, Assistant City Manager Jeff Yates, Assistant City Manager Jodi Phelps, Chief of Staff Jody Picarella, Chief Financial Officer Rob Stone, Construction Management Director Chris Cauley, Economic and Community Development Director Pamela Megill, City Clerk Members of the Press

#### 1.0 CALL TO ORDER

Mayor Colvin called the meeting to order.

#### 2.0 INVOCATION

The invocation was offered by Pastor Wilburt Blandon, Jr., with Antioch Bible Fellowship Church.

#### 3.0 PLEDGE OF ALLEGIANCE

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

#### 4.0 ANNOUNCEMENTS AND RECOGNITIONS

Council Member Hondros recognized the City Manager, City Clerk's Office, and City Attorney and staff for a job well done in leading the Citizen Boards and Commissions. He stated during a UNC School of Government training he attended on Citizen Boards and Commissions, every recommended best practice is already in place here in Fayetteville.

Ms. Debbie Brown with the Continuum of Care and Ms. NaTonya Hassell with the Fayetteville Metropolitan Housing Authority provided a brief explanation of the emergency housing vouchers.

Council Member Ingram congratulated the FSU Broncos Football Team for winning the New CIAA 2022 Championship.

Council Member Ingram stated the City of Fayetteville is mandated to do certain things, the Cumberland County Board of Commissioners are mandated for public health services which includes homelessness. While the City tries to stretch the dollars to help the community, she urged residents to attend the next County Commissioners meeting on November 21, 2022, and voice concerns.

Council Member Jensen announced the Saints Constantine and Helene Greek Orthodox Church is holding its 63rd Spaghetti Dinner at 6104 Oakridge on November 16, 2022.

Mayor Colvin presented a proclamation to Lumbee Tribe Chairman John Lowery; District 13 Tribal Council Representative Mr. Ricky Burnett; and Mr. Greg Richardson, Executive Director of the N.C. Commission of Indian Affairs, proclaiming November as Native American Heritage Month. Approximately 75 members of the Lumbee Tribe were present.

Council Member Banks-McLaughlin stated the "Still Here, Still Native" Art Exhibit runs through November 27, 2022, at the Arts Council.

#### 5.0 CITY MANAGER REPORT

No report was provided.

#### 6.0 APPROVAL OF AGENDA

MOTION: Council Member Haire moved to approve the agenda. SECOND: Council Member Benavente VOTE: UNANIMOUS (10-0)

#### 7.0 CONSENT AGENDA

MOTION:	Council Member Hondros moved to approve the consent agenda.
SECOND:	Council Member Jensen
VOTE :	PASSED by a vote of 9 in favor to 1 in opposition (Council
	Member Ingram)

- 7.01 Approval of Meeting Minutes: October 3, 2022- Work Session October 10, 2022 - Discussion of Agenda Items October 10, 2022 - Regular October 19, 2022 - Agenda Briefing October 24, 2022 - Discussion of Agenda Items
- 7.02 Approval of Interlocal Agreement Between City and Cumberland County Regarding Martin Luther King, Jr. Memorial Park Project

Authorize the execution of an Interlocal Agreement with Cumberland County regarding the Martin Luther King, Jr. Memorial Park project.

#### 7.03 Adoption of Special Revenue Fund Project Ordinance Amendment 2023-3 to Appropriate an Emergency Rental Assistance Grant Awarded by the U.S. Department of the Treasury and Authorization of Subrecipient Agreements

Special Revenue Fund Project Ordinance Amendment (SROA) 2023-3 to appropriate a \$273,284.00 grant from the U.S. Department of the Treasury to fund Emergency Rental Assistance payments for those impacted by COVID-19. Council is also asked to approve staff proposals to partner with Fayetteville Urban Ministry and Connections of Cumberland County to administer the programs.

#### 7.04 Bid Recommendation - Subsurface Switch 600 AMP

Bids were received for the Subsurface Switch 600 AMP. The recommended lowest responsive, responsible bidder is WESCO Distribution, Inc., Clayton, NC, in the total amount of \$148,535.15.

#### 7.05 Authorization to Accept the FY2022 Historic Preservation Fund Grant and Adoption of Special Revenue Fund Project Ordinance 2023-8

Authorizing the acceptance of the FY2022 Historic Preservation Fund Grant to update and revise design guidelines for an architectural survey in the Broadell Community. Council is also asked to adopt Special Revenue Fund Project Ordinance (SRO) 2023-8 to appropriate \$24,000.00 of federal grant funds, passed through the Historic

Preservation Office of the North Carolina Department of Natural & Cultural Resources, and the required local match of \$16,000.00, for a total project appropriation of \$40,000.00. The required local match funds will be provided by a General Fund transfer from the Economic and Community Development Department's Annual Operating Budget.

#### 7.06 Housing for People with AIDS (HOPWA) Contract with Robeson County Health Department (through Dogwood Health Care Network) for Housing Support Services

Authorizing the City Manager to execute a contract with the Robeson County Health Department (through Dogwood Health Care Network) to provide housing stability and support services to qualified populations within the Fayetteville/Cumberland Metropolitan Statistical Area (MSA). The amount of the contract will be \$534,528.00 and is funded through the Economic and Community Development Department's (ECD) Annual Action Plan (AAP) through the Department of Housing and Urban Development.

#### 7.07 Authorization to Execute a Memorandum of Understanding with the North Carolina Civil War History Center Foundation and Adoption of Budget Ordinance Amendment 2023-7

Authorizing the City Manager to execute a Memorandum of Understanding (MOU) with the North Carolina Civil War History Center Foundation to reaffirm the City's funding commitment for the construction of the NC History Center for the Civil War, Emancipation and Reconstruction. Council is also asked to adopt Budget Ordinance Amendment (BOA) 2023-7 to appropriate \$3.3 million of General Fund fund balance for the project.

#### 8.0 PUBLIC FORUM

Mr. Rick Iwanski, 2308 Colgate Drive, Fayetteville, NC, expressed concerns regarding police accountability.

Mr. Alex Rodriguez, 265 Kenwood Drive, Fayetteville, NC, expressed concerns regarding quarterly crime statistics.

Ms. Angela Tatum Malloy, 404 Pilot Avenue, Fayetteville, NC, expressed concerns regarding police conduct and the need for a citizen review board.

Mr. Shaun McMillian, 6024 Goldenrain Drive, Fayetteville, NC, expressed concerns regarding the potential for an Office of Public Safety.

Mr. Cheliko Hurst, 1485 Wayside Drive, Fayetteville, NC, expressed concerns regarding homelessness in Fayetteville.

Ms. Sherie McNeill, 702 Eccles Drive, Fayetteville, NC, expressed concerns regarding drainage problems in the Eccles Park neighborhood.

Mr. Jose Cardona, 233 Addison Street, Fayetteville, NC, requested assistance to repair a sinkhole near Mr. Neil Bullard's property on All American Freeway.

Mr. William Warren, 601 McLamb Drive, Fayetteville, NC, expressed concerns regarding drainage problems in the Eccles Park neighborhood.

Mr. Raheem Harris, 913 Person Street, Fayetteville, NC, expressed concerns regarding the homeless population.

Mr. Matthew Jones, 887 Flintwood Road, Fayetteville, NC, expressed concerns regarding the homeless population.

Ms. Margie Whitehead, 618 McLamb Drive, Fayetteville, NC, expressed concerns regarding drainage problems in the Eccles Park neighborhood.

Ms. Lindsey Wofford, 345 Desmond Drive, Fayetteville, NC, expressed concerns regarding the anti-camping ordinance.

Ms. Benay Cathey, 766 Eccles Drive, Fayetteville, NC, expressed concerns regarding drainage problems in the Eccles Park neighborhood.

 $% \ensuremath{\mathsf{Ms.Sharman}}$  Tober expressed concerns regarding herself and her son being homeless.

Council Member Ingram asked when the Police quarterly reports are made public. Mr. Douglas Hewett, City Manager, responded when the agenda packets are posted to the City website.

#### 9.0 PUBLIC HEARINGS (Public & Legislative Hearings)

## 9.01 Public Hearing on Adoption of Fayetteville's Downtown Social District

Ms. Bianca Shoneman, Executive Director, Cool Springs Downtown District, presented this item with the aid of a PowerPoint presentation and stated on September 6, 2022, at the City Council work session, the City Council directed staff to work with Cool Springs Downtown District, Inc. (CSDD) to bring back the required subsequent actions for implementation of a social district in the downtown footprint. Council is asked to approve a pilot program for six months from December 2022 to June 2023. After three months, staff and CSDD will present a progress report on the impacts to both downtown businesses and the City's departments. In June 2023, staff will request direction from Council to rescind the pilot or create an ordinance amendment for a Social District.

Pursuant to N.C.G.S. § 160A-175, the proposed social district ordinance has to be presented to the City Council twice on November 14 and 28, 2022, since violation of the ordinance is a misdemeanor.

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

Mr. Nate Cuffee, 719 Marketview Court, Fayetteville, NC, appeared in favor.

Ms. Molly Arnold, 227 Hay Street, Fayetteville, NC, appeared in favor.

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

Discussion ensued.

MOTION: Council Member Ingram moved to approve the creation of a temporary Downtown Social District for 12 months, from December 2022 to December 2023, to operate Monday through Saturday from 12:00 p.m. to 10:00 p.m. and on Sunday 10:00 a.m. to 10:00 p.m. After three months, CSDD will present a progress report on the impact to City Council at the March 2023 work session. In June 2023, the action will be reintroduced to rescind the pilot, extend it for six months, or create an ordinance amendment for a Social District.

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

9.02 P22-33. Rezoning from Agricultural Residential (AR) to Limited Commercial (LC) 1.94 acres ±, to be rezoned, located to the north of Raeford Road and west of Hoke Loop Road (REID #s 9476572873000 and 9476574127000), and being the property of Palmer Williams of

# Sycamore Corner LLC and represented by Lori Epler, Larry King & Assoc.

Mr. Craig Harmon, Senior Planner, presented this item and stated the applicant is seeking to rezone 1.94 acres  $\pm$  of a 20.56 acre  $\pm$ parcel from AR - Agricultural Residential to LC - Limited Commercial. The parcels are currently undeveloped. These properties sit at the northwest corner of the intersection of Hoke Loop and Raeford Roads. Originally part of a larger 25 acre  $\pm$  lot that was rezoned and subdivided in 2018. A portion of the site was developed as the Fresenius Kidney Care - Rockfish Dialysis Center. Now the owners wish to rezone for possible development of the section of this property bordering Raeford Road.

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.

This item was originally on the September 26, 2022, consent agenda, but was pulled for a legislative hearing.

On October 24, 2022, the City Council held a legislative hearing regarding this case. Ms. Lori Epler spoke in favor of the rezoning. There were no speakers in opposition. At the close of the hearing, the City Council voted to table this item to the November 14, 2022, regular meeting.

MOTION: Council Member Banks-McLaughlin moved to approve the map amendment/rezoning as presented based on the evidence submitted and finds that the map amendment/rezoning is consistent with the Future Land Use Plan. SECOND: Council Member Hondros VOTE: UNANIMOUS (10-0)

#### 10.0 OTHER ITEMS OF BUSINESS

#### 10.01 Parks and Recreation Bond Project - Cape Fear River Park Update

Mr. Rob Stone, Construction Management Director, introduced Mr. Steven Armano with Moffatt & Nichol, Design Firm.

Mr. Armano presented this item with the aid of a PowerPoint presentation and stated in March 2016, Fayetteville voters passed a \$35 million bond referendum for parks and recreation. To date, nine substantial projects, totaling over \$11 million, have been completed. The Cape Fear River Park, which is located on approximately 13 acres along the Cape Fear River on either side of N. Water Street is currently in the design phase and nearing completion. When first imagined, this project was believed to cost \$6 million. That number has been reduced down for various reasons. The complete design, which includes walkways, community lawns, story gardens, restrooms, docks, playgrounds, and a parking lot, is expected to be in excess of the current project budget of \$2.3 million. A phasing plan will be developed to determine how to best utilize the current project budget and to provide direction for any future funding decisions provided by Council.

The design phase of the Cape Fear River Park project is nearing completion. The all-inclusive design, including walkways, community lawns, story gardens, restrooms, docks, and a parking lot, is expected to be in excess of the current project budget of \$2.3 million. A phasing plan will be developed, with several construction bid alternates, to determine the most effective way forward with the approved funding.

The funding for the Cape Fear River Park comes from the Parks and Recreation Bond and has a current budget of \$2.3 million. At full buildout, including walkways, community lawns, story gardens, restrooms, docks, playgrounds, and a parking lot, the project is

expected to be well in excess of the current approved funding. A phasing plan will be developed to determine the most effective use of the current budget and to provide direction for any future funding decisions provided by Council.

Discussion ensued.

MOTION: Council Member Ingram moved to accept the Cape Fear River Park Update as provided by the design firm Moffatt & Nichol so staff can move forward with developing a phasing plan to meet the approved funding.

SECOND: Council Member Banks-McLaughlin

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

#### 10.02 Reconsideration of the Execution of a Contract for Gunshot Detection Technology Services

Mayor Colvin introduced this item and stated at the beginning of the September 12, 2022, regular City Council meeting, Council Member Hondros motioned to reconsider Item 7.07, Execution of ShotSpotter Contract, from the August 22, 2022, regular City Council meeting agenda. The motion was seconded by Council Member Benavente, and the motion passed by a vote of 6 in favor to 3 in opposition (Council Members Dawkins, Jensen, and Haire).

As a result, this matter is back before Council for reconsideration of Council's authorization to execute a contract with ShotSpotter, Inc., Fremont, CA.

Discussion ensued.

MOTION: Council Member Benavente moved to not proceed with the ShotSpotter contract.

SECOND: Council Member Ingram

- VOTE: FAILED by a vote of 3 in favor to 7 in opposition (Council Members Colvin, Jensen, Haire, Dawkins, Thompson, McNair, and Hondros)
- MOTION: Council Member Jensen moved to approve ShotSpotter with conditions of holding public forums on three available dates and once the provisions are met, authorize the City Manager to execute the contract.

SECOND: Mayor Pro Tem Dawkins

VOTE: PASSED by a vote of 6 in favor to 4 in opposition (Council Members Ingram, Benavente, Banks-McLaughlin and Hondros)

#### 10.03 Appointment of a Public Works Commissioner

Mayor Colvin introduced this item and stated the Appointment Committee met on September 7, 2022, to discuss and make recommendations of appointments to Boards and Commissions for the Fall 2022 Appointments.

On September 12, 2022, City Council accepted the Appointment Committee appointment recommendations for all Boards and Commissions with the exception of an appointment to the Public Works Commission.

A separate vote was taken for the Public Works Commission:

September 12, 2022 minutes: Council Member Haire moved to appoint Mr. Chris Davis to the Public Works Commission, and was seconded by Council Member Thompson. The motion failed by a vote of 4 in favor to 6 in opposition (Council Members Jensen, Ingram, Benavente, McNair, Banks-McLaughlin, and Hondros).

Council Member Ingram moved to delay the appointment of a Public Works Commissioner, and was seconded by Council

Member Hondros. The motion passed by a vote of 6 in favor to 4 in opposition (Council Members Colvin, Haire, Thompson, and Banks-McLaughlin).

At the November 7, 2022, sork session, Mayor Colvin requested this item be brought back to the November 14, 2022, regular City Council meeting agenda; to move this item out of limbo and have it back on the radar.

There were eight (8) qualified applicants for the Fall 2022 Public Works Commission vacancy. One has been appointed to the Planning Commission and one has been appointed to the Zoning Commission. The list of the six (6) applicants and their respective application forms/resumes are included in your agenda packet.

MOTION: Council Member Haire moved to appoint Mr. Chris Davis to the Public Works Commission; term of office to begin after the new Chief Executive Officer has been installed. SECOND: Council Member Thompson

VOTE: FAILED by a vote of 5 in favor to 5 in opposition (Council Members Jensen, Ingram, Benavente, McNair, and Banks-McLaughlin)

MOTION: Council Member Jensen moved to interview the six applicants for the Public Works Commission. SECOND: Council Member Ingram

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

#### 11.0 ADJOURNMENT

There being no further business, the meeting adjourned at 9:42 p.m.

Respectfully submitted,

PAMELA J. MEGILL City Clerk 111422 MITCH COLVIN Mayor

#### FAYETTEVILLE CITY COUNCIL DISCUSSION OF AGENDA ITEMS MEETING MINUTES ST. AVOLD CONFERENCE ROOM, CITY HALL NOVEMBER 28, 2022 6:00 P.M.

Present: Mayor Mitch Colvin

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

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

Others Present: Douglas Hewett, City Manager Karen McDonald, City Attorney Adam Lindsay, Assistant City Manager Kelly Olivera, Assistant City Manager Jeff Yates, Assistant City Manager Jodi Phelps, Chief of Staff Gina Hawkins, Police Chief Jennifer Baptiste, Planning and Zoning Manager Pamela Megill, City Clerk Members of the Press

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

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

Council Members Ingram and Banks-McLaughlin requested an overview of Item 7.08, Resolution Authorizing a Quitclaim Deed of the City's Title to the County in Order to Expedite the Sale of Land located at 616 Deep Creek Road and 5117 Hodge Street. Mr. Douglas Hewett, City Manager, provided an overview of the item.

Council Member McNair requested an overview of Item 7.010, Rescind Demolition Ordinances, 6335 Applecross Avenue District 7 and 6545 Raeford Road District 7, and Item 7.011, Uninhabitable Structures Demolition Recommendations, 6335 Applecross Avenue District 7 and 6545 Raeford Road District 7. Mr. Dereck Planter, Code Enforcement Manager, provided an overview of the items.

Council Member Benavente asked who is responsible for coordinating Item 8.02, Fayetteville Police Department 2022 3rd Quarter Report. Police Chief Hawkins responded she is responsible for coordinating the quarterly Police Department reports.

#### ADJOURNMENT

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

Respectfully submitted,

PAMELA J. MEGILL City Clerk 112822 MITCH COLVIN Mayor

#### FAYETTEVILLE CITY COUNCIL REGULAR MEETING MINUTES COUNCIL CHAMBER, CITY HALL NOVEMBER 28, 2022 7:00 P.M.

Present: Mayor Mitch Colvin

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

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

Others Present: Douglas Hewett, City Manager Karen McDonald, City Attorney Adam Lindsay, Assistant City Manager Kelly Olivera, Assistant City Manager Jeff Yates, Assistant City Manager Jodi Phelps, Chief of Staff Gina Hawkins, Police Chief Mike Hill, Fire Chief Jody Picarella, Chief Financial Officer Chris Cauley, Economic and Community Development Director Pamela Megill, City Clerk Members of the Press

#### 1.0 CALL TO ORDER

Mayor Colvin called the meeting to order.

#### 2.0 INVOCATION

The invocation was offered by Pastor Rick Bethea with Increasing Word Ministry.

#### 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. Qu'Derrick Covington with Tulsa Initiative introduced Mr. Navia Adams, M.I.A. Beauty Supplies, LLC, and Mr. Isaiah Haywood, Exclusive Kicks 26, two mentees from Tulsa Initiative. The Tulsa Initiative focuses on entrepreneurship for male people of color through a ten-week program. Mr. Covington stated Tulsa Speaks is an initiative used to engage black males in an educational setting.

Judge Toni King with Reclaiming Futures in connection with CommuniCare introduced Mr. Sean Easeman and Mr. Anthony Artist, two youth mentees from Reclaiming Futures.

Council Member Ingram stated tomorrow is "Giving Tuesday" and encouraged residents to look at giving to non-profits that supports the youth, homelessness, and mental health initiatives.

#### 5.0 CITY MANAGER REPORT

No report was provided.

#### 6.0 APPROVAL OF AGENDA

MOTION: Mayor Pro Tem Dawkins moved to approve the agenda. SECOND: Council Member Thompson VOTE: UNANIMOUS (9-0)

7.0 CONSENT AGENDA

MOTION: Mayor Pro Tem Dawkins moved to approve the consent agenda. SECOND: Council Member Hondros VOTE: UNANIMOUS (9-0)

- 7.01 Approval of Meeting Minutes: October 24, 2022 - Regular November 7, 2022 - Work Session November 14, 2022 - Discussion of Agenda Items
- 7.02 P22-40. Rezoning from Neighborhood Commercial (NC) to Limited Commercial (LC) of 1.23 acres ±, located at 6985 Raeford Road (REID # 9496575779000), and being the property of Fort Sill National Bank, represented by Michael Sweat.
- 7.03 P22-41. Conditional rezoning from Mixed Residential 5 (MR-5) to Office and Institutional Conditional Zoning (OI/CZ) of .18 acres ±, located at 1320 Fort Bragg Road (REID # 0427961368000), and being the property of Karma Holdings LLC., represented by Moorman, Kizer, & Reitzel, Inc.
- 7.04 P22-42. Rezoning from Single-Family 10 Residential (SF-10) to Community Commercial (CC) of 2.22 acres ±, located at 2400 Hope Mills Road (REID # 0405997179000), and being the property of LEF LLC, represented by Gary Futch.
- 7.05 P22-43. Rezoning from Office and Institutional (OI) to Community Commercial (CC) of .64 acres ± of total 1.41 acres ±, located at 3709 Morganton Road (REID # 0417590018000) and 0 Drive (REID # 0417489851000), and being the property of Diane Harrell, Trustee, represented by Larry King & Associates.
- 7.06 Adoption of Special Revenue Fund Project Ordinance 2023-9 to Appropriate the FY22 Edward Byrne Memorial Justice Assistance

Special Revenue Fund Project Ordinance 2023-9 to appropriate \$106,860.00 of federal funds, awarded by the US Department of Justice (US DOJ), for the FY22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. No local match is required. The grant provides funding for replacement parts and a server upgrade for our current PTZ cameras and License Plate Readers. Additionally, the funds will be used for vehicle de-escalation equipment, voice projection systems, helmets and helmet liner kits, and traffic speed alerts.

## 7.07 Approval of FAST's 2022 Public Transportation Agency Safety Plan (PTASP)

On July 19, 2018, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule which is intended to improve public transportation safety by guiding transit agencies to more effectively and proactively manage safety risks in their systems. As a recipient of FTA's Section 5307 Grant Program, FAST was required to develop a safety plan that included the processes and procedures to implement Safety Management Systems (SMS).

On November 15, 2021, the Bipartisan Infrastructure Law amended FTA's safety program by adding the Public Transportation Agency Safety Plan (PTASP) requirements. These changes included the requirement that FAST establish a Safety Committee. This law requires that FAST address strategies to minimize exposure to infectious diseases, consistent with Centers for Disease Control and Prevention or State health authority guidelines.

The PTASP for FAST has been updated to ensure compliance with the final rule. City Council approval and authorization of the plan.

7.08 Resolution Authorizing a Quitclaim Deed of the City's Title to the County in Order to Expedite the Sale of Land located at 616 Deep Creek Road and 5117 Hodge Street

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. RESOLUTION NO. R2022-039

7.09 Resolution Authorizing the Setting of a Public Hearing to Consider Closing a Portion of Butler Street

A RESOLUTION AUTHORIZING A PUBLIC HEARING REGARDING THE PROPOSED CLOSING OF A PORTION OF BUTLER STREET. RESOLUTION NO. R2022-040

7.010 Rescind Demolition Ordinances

6335 Applecross Avenue - District 7

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE RESCINDING DEMOLITION ORDINANCE NO. NS2021-024. RESOLUTION NO. R2022-041

6545 Raeford Road - District 7

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE RESCINDING DEMOLITION ORDINANCE NO. NS2021-025. RESOLUTION NO. R2022-042

7.011 Uninhabitable Structures Demolition Recommendations

6335 Applecross Avenue - District 7

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY. ORDINANCE NO. NS2022-037

6545 Raeford Road - District 7

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY. ORDINANCE NO. NS2022-038

7.012 Second Reading of the Fayetteville's Downtown Social District Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, AMENDING CHAPTER 24, STREETS AND SIDEWALKS, BY CREATING A NEW ARTICLE XI, DOWNTOWN SOCIAL DISTRICT, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2022-034

#### 8.0 STAFF REPORTS

#### 8.01 Fayetteville Fire Department 2022 3rd Quarter Report

Mr. Mike Hill, Fire Chief, presented this item with the aid of a PowerPoint presentation. Chief Hill provided an overview of the following: State of the Department, Call Volume, Response Times, Fires, Top Fire Losses, EMS/Rescue, Hazardous Materials, 3<sup>rd</sup> Quarter Accomplishments, Regional SAR Drill, Teen CERT Class II, Fire Station # 4, and Value - How we compare.

Discussion ensued.

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

#### 8.02 Fayetteville Police Department 2022 3rd Quarter Report

Ms. Gina Hawkins, Police Chief, presented this item with the aid of a PowerPoint presentation. Chief Hawkins provided an overview of the following: Crime Statistics, Crime Trend Analysis, Crime Fighting Strategies, Community Engagement, License Plate Reader Technology, Impact of Federal and State Task Force Officers, Federal Conviction and Sentencing, Narcotics Unit Investigations, Weapons Stolen from Motor Vehicles, Traffic Fatalities, Traffic Stops, Homelessness and Mental Health Responses, 911 Call Center, Office of Professional Standards, Staffing, Community Watch Groups, Summer Youth Camp, National Night Out, Faith Forum, Operation Cease Fire, Vision and Mission Statements.

Discussion ensued.

MOTION: Mayor Pro Tem Dawkins moved to accept the report. SECOND: Council Member Ingram VOTE: UNANIMOUS (9-0)

9.0 OTHER ITEMS OF BUSINESS

#### 9.01 Approval of Affordable Housing Loan for Cliffmore Park Apartments

Ms. Bridgette Stephens, Housing Program Manager, presented this item and stated East Carolina Community Development, Inc., is a nonprofit developer requesting gap financing totaling \$683,968.00 to develop Cliffmore Park Apartments. The complex is located at 5133 Identity Lane, and is a 72-unit senior community which will be affordable to households earning below 60 percent of the area median income. The proposed repayment terms are 1 percent interest rate, over a 20-year term. The loan will be amortized over 30 years, resulting in a final balloon payment. City Council is asked to approve funding for Cliffmore Park from the City's Rental Housing Development Program.

MOTION: Council Member McNair moved to approve funding in the amount of \$683,968.00 for Cliffmore Park Apartments from the City's Rental Housing Development Program. SECOND: Council Member Ingram VOTE: UNANIMOUS (9-0)

#### 9.02 Presentation of Appointment Committee Recommendations for the Millennial Commission and Wrecker Review Board

Mayor Pro Tem Dawkins presented this item and stated the Appointment Committee recommends the following applicants be appointed to the Millennial Advisory Commission:

Desmond Ashford	December 1,	2022	- September	30,	2024
David Breece	December 1,	2022	- September	30,	2024
Xavier BeBrough	December 1,	2022	- September	30,	2024
Vanessa Iacovonne	December 1,	2022	- September	30,	2024
Alexandru Lefter	December 1,	2022	- September	30,	2024
Ernest Logan III	December 1,	2022	- September	30,	2024
Fredrick Lowe	December 1,	2022	- September	30,	2024
Marissa Manning	December 1,	2022	- September	30,	2024
Zachary McLaurin	December 1,	2022	- September	30,	2024
Lqueitah Miller	December 1,	, 2022	- September	30,	2024
Melissa Parrish Cardena	December 1,	2022	- September	30,	2024
Kaitlyn Potts	December 1,	2022	- September	30,	2024
Christian Pryer	December 1,	2022	- September	30,	2024
Yarinel Rodriguez	December 1,	2022	- September	30,	2024
Branda Young	December 1,	2022	- September	30,	2024

MOTION: Mayor Pro Tem Dawkins moved to appoint applicants to the Millennial Commission as read. SECOND: Council Member Thompson VOTE: UNANIMOUS (9-0)

MOTION: Mayor Pro Tem Dawkins moved to appoint Philamina Lozado-Lowe to the Wrecker Review Board for a term of office from December 1, 2022, to September 30, 2024.
SECOND: Council Member Thompson
VOTE: UNANIMOUS (9-0)

#### 10.0 ADMINISTRATIVE REPORTS

#### 10.01 City Manager's Update - City Council Agenda Item Requests

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

### 10.02 Update on Mentoring Initiatives

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

#### 10.03 Airport Administrative Report - New Marketing Initiative

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

#### 11.0 ADJOURNMENT

There being no further business, the meeting adjourned at 8:44 p.m.

Respectfully submitted,

PAMELA J. MEGILL City Clerk 112822 MITCH COLVIN Mayor

#### FAYETTEVILLE CITY COUNCIL STRATEGIC PLANNING RETREAT MINUTES CITY HALL/ZOOM 433 HAY STREET, FAYETTEVILLE NOVEMBER 29, 2022 1:00 P.M.

Present: Mayor Mitch Colvin (departed at 3:03 p.m.)

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

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

Others Present: Douglas Hewett, City Manager Karen McDonald, City Attorney Adam Lindsay, Assistant City Manager Kelly Olivera, Assistant City Manager Jeffrey Yates, Assistant City Manager Jodi Phelps, Chief of Staff Gina Hawkins, Police Chief Mike Hill, Fire Chief Gerald Newton, Development Services Director Chris Cauley, Interim Economic and Community Development Director Sheila Thomas-Ambat, Public Services Director Jerry Clipp, Human Resource Development Director Tony Coleman, Airport Director Michael Gibson, Parks, Recreation and Maintenance Director Tyffany Neal, Transit Director Rose Rasmussen, Internal Audit Director Dwayne Campbell, Chief Information Officer Deborah Manzo, NC Performance Excellence Coaching Program Director Pamela Megill, City Clerk Members of the Press

#### 1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 1:00 p.m. and welcomed everyone in attendance.

#### 2.0 ITEMS OF BUSINESS - FY 2023 STRATEGIC PLANNING RETREAT

Dr. Deborah Manzo facilitated the meeting. Topics of discussion included the following:

- Review Agenda
- Retreat Objectives
- Review Strategic Planning Process
- Review and Affirm Vision, Mission, and Values
- FY 2023 Leading an Aligned Work Plan
- Goal 1: Safe and Secure Community
- Goal 2: Responsive City Government Supporting a Diverse and Viable Economy
- Goal 3: City Investment in Today and Tomorrow
- Goal 4: Desirable Place to Live, Work and Recreate
- Goal 5: Financially-Sound City Providing Exemplary City Services

Goal 6: Collaborative Citizen and Business Engagement

Team Building Exercise - Principles and the Speed of Trust.

#### ADJOURNMENT

There being no further business, the meeting adjourned at 4:50 p.m.

Respectfully submitted,

PAMELA J. MEGILL City Clerk

MITCH COLVIN Mayor

#### FAYETTEVILLE CITY COUNCIL STRATEGIC PLANNING RETREAT MINUTES CITY HALL/ZOOM 433 HAY STREET, FAYETTEVILLE NOVEMBER 30, 2022 9:00 A.M.

Present: Mayor Mitch Colvin

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

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

Douglas Hewett, City Manager Others Present: Karen McDonald, City Attorney Adam Lindsay, Assistant City Manager Kelly Olivera, Assistant City Manager Jeffrey Yates, Assistant City Manager Jodi Phelps, Chief of Staff Gina Hawkins, Police Chief Mike Hill, Fire Chief Gerald Newton, Development Services Director Chris Cauley, Interim Economic and Community Development Director Sheila Thomas-Ambat, Public Services Director Jerry Clipp, Human Resource Development Director Tony Coleman, Airport Director Michael Gibson, Parks, Recreation and Maintenance Director Tyffany Neal, Transit Director Rose Rasmussen, Internal Audit Director Dwayne Campbell, Chief Information Officer Deborah Manzo, NC Performance Excellence Coaching Program Director Pamela Megill, City Clerk Members of the Press

#### 1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 9:05 a.m. and welcomed everyone in attendance.

#### 2.0 ITEMS OF BUSINESS - FY 2023 STRATEGIC PLANNING RETREAT

Dr. Deborah Manzo facilitated the meeting. Topics of discussion included the following:

- Review Agenda
- Retreat Objectives
- Review Strategic Planning Process
- Discuss yesterday's highlights
- Problem Solving and Change
- 2023 Work Plan Integration

City Council worked in groups to develop a list of 12 Focus Areas to concentrate on as follows:

- 1. Reduce Gun Violence
- 2. Ensure Workforce Readiness
- 3. Improve Neighborhoods
- 4. Ensure Staff Retention and Morale
- 5. Increase Direct Airline Flights from Fayetteville Regional Airport
- 6. Increase of Business and Investments

- Ensure Sale Neighborhoods
   Trust and Confidence of Government and Citizens
   Increase Homeowners versus Renters
   Ensure Future Growth of City/County Edges
   Safest City in North Careline

- Safest City in North Carolina
   Forge Public Partnerships

#### ADJOURNMENT

There being no further business, the meeting adjourned at 4:50 p.m.

Respectfully submitted,

PAMELA J. MEGILL City Clerk

MITCH COLVIN Mayor



## **City of Fayetteville**

## **City Council Action Memo**

File Number: 22-3104

Agenda Date: 12/12/2022

Version: 2

Status: Agenda Ready

File Type: Consent

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

In Control: City Council Regular Meeting

Agenda Number: 7.02

- TO: Mayor and Members of City Council
- THRU: Douglas J. Hewett, ICMA-CM, City Manager
- FROM: Jody Picarella, CPA, MBA - Chief Financial Officer
- DATE: December 12, 2022

RE:

Resolution Declaring the Result of the Bond Referendum Held in the City of Fayetteville, North Carolina, on November 8, 2022, upon the Questions of Approving \$60,000,000 Public Safety Improvement Bonds, \$25,000,000 Streets, Sidewalk, And Connectivity Improvement Bonds, And \$12,000,000 Housing Bonds

COUNCIL DISTRICT(S): All

### **Relationship To Strategic Plan:**

Goal 4: Desirable place to live and recreate.

### **Executive Summary:**

The Cumberland County Board of Elections met to canvass the Election held on November 8, 2022, at the Cumberland County Board of Elections Office, 227 Fountainhead Lane, Fayetteville, North Carolina, at 11 a.m. on November 18, 2022.

#### Background:

The Cumberland County Board of Elections certified to this City Council the result of the Bond Referendum held on November 8, 2022, in the form of a resolution titled and read in part:

RESOLUTION RELATING TO THE CANVASS OF THE RETURNS OF THE BOND REFERENDUM HELD IN THE CITY OF FAYETTEVILLE, NORTH CAROLINA, ON NOVEMBER 8, 2022, UPON THE QUESTIONS OF APPROVING \$60,000,000 PUBLIC SAFETY IMPROVEMENT BONDS, \$25,000,000 STREETS, SIDEWALK, AND CONNECTIVITY IMPROVEMENT BONDS, AND \$12,000,000 HOUSING BONDS AND DETERMINING THE RESULTS THEREOF

Section 3. From the canvass made, the Board does hereby determine and certify:

(a) That 129,119 voters were registered and qualified to vote.

(b) At said referendum, 28,796 votes were cast for the order adopted on August 8, 2022, authorizing not exceeding \$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, and 17,752 votes were cast against said order, and that a majority of the qualified voters of the City of Fayetteville, North Carolina who voted thereon at said referendum voted in favor of said order.

(c) At said referendum, 30,998 votes were cast for the order adopted on August 8, 2022, authorizing not exceeding \$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, and 15,592 votes were cast against said order, and that a majority of the qualified voters of the City of Fayetteville, North Carolina, who voted thereon at said referendum voted in favor of said order.

(d) At said referendum, 27,641 votes were cast for the order adopted on August 8, 2022, authorizing not exceeding \$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, and 18,999 votes were cast against said order, and that a majority of the qualified voters of the

City of Fayetteville, North Carolina, who voted thereon at said referendum voted in favor of said order effect.

Issues/Analysis:

N/A

#### Budget Impact:

N/A

Options:

N/A

#### Recommended Action:

Staff recommends the Council move to accept the Certification of Results from the Cumberland County Board of Elections, as presented, and adopt the Resolution Declaring the Result of the Bond Referendum Held in the City of Fayetteville, North Carolina, on November 8, 2022, upon the Questions of Approving \$60,000,000 Public Safety Improvement Bonds, \$25,000,000 Streets, Sidewalk, and Connectivity Improvement Bonds, and \$12,000,000 Housing Bonds.

#### Attachments:

Cumberland County Board of Elections Resolution Relating to the Canvass of the Bond Referendum Held in The City of Fayetteville, North Carolina, on November 8, 2022, upon the Questions of Approving \$60,000,000 Public Safety Improvement Bonds, \$25,000,000 Streets, Sidewalk, and Connectivity Improvement Bonds, and \$12,000,000 Housing Bonds and Determining the Results Thereof

Resolution Declaring the Result of the Bond Referendum Held in the City of Fayetteville, North Carolina, on November 8, 2022, upon the Questions of Approving \$60,000,000 Public Safety Improvement Bonds, \$25,000,000 Streets, Sidewalk, And Connectivity Improvement Bonds, And \$12,000,000 Housing Bonds



## 2022 GENERAL ELECTION 11/08/2022 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 clerk of superior court for the county 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 18th day of November, 2022.

**Board Member** 

Board Me mber

This day personally appeared before me, <u>Helen L. Nelson</u>, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 18th day of November, 2022.

Official Signature of Notary Public

My Commission Expires: 05 22 2023

Printed/Typed Name of Note

The Cumberland County Board of Elections met to canvass the Election held November 8, 2022, at the Cumberland County Board of Elections Office, 227 Fountainhead Lane, Fayetteville, North Carolina, the regular place of meeting, at 11:00 a.m. on November 18, 2022.

Present: Chairman Helen L. Nelson, presiding and Board Members\_\_\_\_\_

Absent:\_\_\_\_\_

Also Present: Irene Grimes, Secretary, Billy King, Linda Devore and James Baker

\* \* \* \* \*

At 11:00 a.m., the Cumberland County Board of Elections met and received from the chief judge and judges of elections for the precincts and voting places in the City of Fayetteville, North Carolina, the returns of the bond referendum held in said City on November 8, 2022, upon the questions of approving \$60,000,000 Public Safety Improvement Bonds, \$25,000,000 Streets, Sidewalk, and Connectivity Improvement Bonds, and \$12,000,000 Housing Bonds of said City.

After said returns had been canvassed by the Cumberland County Board of Elections, <u>Irene Grimes</u> introduced the following resolution, the title of which was read and a copy of which had been previously distributed to each Board Member:

RESOLUTION RELATING TO THE CANVASS OF THE RETURNS OF THE BOND REFERENDUM HELD IN THE CITY OF FAYETTEVILLE, NORTH CAROLINA, ON NOVEMBER 8, 2022, UPON THE QUESTIONS OF APPROVING \$60,000,000 PUBLIC SAFETY IMPROVEMENT BONDS, \$25,000,000 STREETS, SIDEWALK, AND CONNECTIVITY IMPROVEMENT BONDS, AND \$12,000,000 HOUSING BONDS AND DETERMINING THE RESULTS THEREOF

BE IT RESOLVED by the Cumberland County Board of Elections (the "Board"):

Section 1. The returns of the bond referendum held in the City of Fayetteville, North Carolina (the "City") on November 8, 2022, upon the questions of approving \$60,000,000 Public Safety Improvement Bonds, \$25,000,000 Streets, Sidewalk, and Connectivity Improvement Bonds, and \$12,000,000 Housing Bonds of the City having been received from the proper election officers and having been canvassed, this Board has found and determined and hereby does declare as follows:

(a) Each chief judge and judge for said referendum was duly qualified by law and had taken the necessary oath.

(b) The election officers had incorporated in their returns not only the number of votes

cast for and against the questions submitted, but also the number of voters registered and qualified

to vote in each precinct in said referendum.

(c) At said referendum there were submitted to the qualified voters of the City the

following questions:

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?

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? 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?

(d) No complaints have been made to the Board against the regularity of said referendum.

(e) Said referendum and the registration therefore were duly and properly held in accordance with law.

- 6

Section 2. The attached schedule correctly shows the designation of the precincts at which said referendum was held and, as to each precinct, the location of the voting place, the number of voters registered and qualified to vote, the number of votes cast in favor of the question submitted, and the number of votes cast against each question; the number of absentee, transfer, provisional, and one-stop voting ballots returned in favor of such questions and the number of absentee, transfer, provisional, and one-stop voting ballots returned against such questions; and the totals of such numbers.

Section 3. From the canvass made, the Board does hereby determine and certify:

(a) That <u>129,119</u> voters were registered and qualified to vote.

(b) At said referendum, <u>28,796</u> votes were cast for the order adopted on August 8, 2022, authorizing not exceeding \$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, and <u>17,752</u> votes were cast against said order, and that a majority of the qualified voters of the City of Fayetteville, North Carolina, who voted thereon at said referendum voted in favor of said order.

(c) At said referendum, <u>30,998</u> votes were cast for the order adopted on August 8, 2022, authorizing not exceeding 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, and <u>15,592</u> votes were cast against said order, and that a majority of the qualified voters of the City of Fayetteville, North Carolina, who voted thereon at said referendum voted in favor of said order.

(d) At said referendum, <u>27,641</u> votes were cast for the order adopted on August 8, 2022, authorizing not exceeding \$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, and <u>18,999</u> votes were cast against said order, and that a majority of the qualified voters of the City of Fayetteville, North Carolina, who voted thereon at said referendum voted in favor of said order.

Section 4. The Chairman of the Cumberland County Board of Elections is hereby directed to transmit immediately a certified copy of this resolution to the City Council of the City of Fayetteville, North Carolina.

Upon motion of <u>Irene Grimes</u>, seconded by <u>Billy King</u>, the foregoing resolution entitled "RESOLUTION RELATING TO THE CANVASS OF THE RETURNS OF THE BOND REFERENDUM HELD IN THE CITY OF FAYETTEVILLE, NORTH CAROLINA, ON NOVEMBER 8, 2022, UPON THE QUESTIONS OF APPROVING \$60,000,000 PUBLIC SAFETY IMPROVEMENT BONDS, \$25,000,000 STREETS, SIDEWALK, AND CONNECTIVITY IMPROVEMENT BONDS, AND \$12,000,000 HOUSING BONDS AND DETERMINING THE RESULTS THEREOF" was adopted by the following vote:

Ayes: 5						 	
Noes:							
- Hammon	*	*	*	*	*		

I, Irene Grimes, Secretary of the Cumberland County Board of Elections, DO HEREBY CERTIFY that the foregoing is a true copy of the minutes of the Cumberland County Board of Elections at a regular meeting held on November 18, 2022, at the office of the Cumberland County Board of Elections located at the Cumberland County Board of Elections Office, 227 Fountainhead Lane in Fayetteville, North Carolina, said record having been made in the minutes of books of said Board and is a true copy of said proceedings of said Board as relates in any way to the canvass of the returns of the bond referendum held in the City of Fayetteville, North Carolina, on November 8, 2022, upon the questions of approving \$60,000,000 Public Safety Improvement Bonds, \$25,000,000 Streets, Sidewalk, and Connectivity Improvement Bonds, and \$12,000,000 Housing Bonds of said City.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand this 18<sup>th</sup> day November, 2022.

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Cumberland County Board of Elections

## SCHEDULE A

## RESULT OF BOND REFERENDUM BY PRECINCT

[To be attached by Board of Elections]

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SUMMARY REPORT

#### Run Date:11/18/22 11:57 AM

#### VOTES PERCENT

#### 0007\_FAYETTEVILLE PUBLIC SAFETY BONDS FAYETTEVILLE (VOTE FOR) 1

(1015			-							
Yes						•			28,796	61.86
									17,752	38.14
Une	der	Vo	tes	•					2,480	

#### 0008\_FAYETTEVILLE CONNECTIVITY BONDS FAYETTEVILLE

(VOTE FOR) 1

Yes										30,998	66.53
No.	•			•					•	15,592	33.47
Un	der	Vo	tes		•		•	•		2,449	

#### 0009\_FAYETTEVILLE HOUSING BONDS FAYETTEVILLE

(VOTE	. F0	R)	1										
Yes						•						27,641	59.26
No.												18,999	40.74
.0	ver	Vo	tes	•	•	٠	•	•	•	٠	•	19	
Un	der	Vo	tes	•	٠	•	•	•		•		2,405	

# 0010 FAYETTEVILLE CHARTER AMENDMENT FAYETTEVILLE (VOTE FOR) 1

Yes								20,636	43.77
No.	•							26,513	56.23
0	ver	Vo	tes					29	
Und	der	Vo	tes					1.886	

NUMBERED KEY CANVASS RUN DATE:11/18/22 11:48 AM

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			VOTES	PERCENT	
0007 FAYETTEVILLE PUBLIC SAFETY BOND	S FAYE	TTEVIL		FERGENT	
(VOTE FOR) 1 01 = Yes			28,796	61.86	
01 = 105 02 = No			17,752	38.14	
02 - 10			17,752	30.14	
	01	02			
0020 AH49 ARRAN HILLS	672	462			
0030 G5A-1 AUMAN 1	598	512			
0040 G5A-2 AUMAN 2 0070 G5C BRENTWOOD	631	473			
0040 G5A-2 AUMAN 2 0070 G5C BRENTWOOD 0090 CL57-1 CLIFFDALE WEST 1	404	335			
0090 CL57-1 CLIFFDALE WEST 1	699	495			
0100 CL57-2 CLIFFDALE WEST 2	//3	559			
0110 CC01 CROSS CREEK 01 0120 GIA CROSS CREEK 02 0130 CC03 CROSS CREEK 03	430	233			
0120 G1A CROSS CREEK 02 0130 CC03 CROSS CREEK 03	357	220 151			
0140 CC04 CROSS CREEK 04	335	177			
0150 CC06 CROSS CREEK 06	267	219			
0160 CC07 CROSS CREEK 07	332	190			
0170 CC08 CROSS CREEK 08	537	289			
	1327	698			
0190 CC10 CROSS CREEK 10	307	183			
0200 G3B CROSS CREEK 11	266	165			
0210 CC12 CROSS CREEK 12	678	355			
0220 CC13 CROSS CREEK 13	289	131			
0230 CC14 CROSS CREEK 14	810	464			
0240 CC15 CROSS CREEK 15	850	433			
0250 CC16 CROSS CREEK 16	599	274			
0260 CC17 CROSS CREEK 17	581	297			
0270 CC18 CROSS CREEK 18	541 207	275			
0280 G4B CROSS CREEK 20 0290 CC21 CROSS CREEK 21	297 750	229 402			
0300 CC22A CROSS CREEK 22	977	603			
0310 G2C-1 CROSS CREEK 23-1		469			
0320 CC23-2 CROSS CREEK 23-2	642	382			
0330 CC24 CROSS CREEK 24	270	190			
0340 CC25 CROSS CREEK 25	430	301			
0350 CC26 CROSS CREEK 26	807	497			
0360 CC27 CROSS CREEK 27	697	417			
0370 G5B-1 CROSS CREEK 28-1	652	474			
0380 G5B-2 CROSS CREEK 28-2	536	379			
0390 CC29 CROSS CREEK 29	413 342	285			
0400 G4A CROSS CREEK 30 0410 CC31 CROSS CREEK 31	54Z 413	186 258			
0420 CC32 CROSS CREEK 32	252	158			
0430 CC33 CROSS CREEK 33	625	337			
0440 CC34 CROSS CREEK 34	667	358			
0450 CC519 CROSS CREEK 519	509	296			
0460 G8B CUMBERLAND 1A	258	172			
0470 CU02 CUMBERLAND 2	438	274			
0480 G8C CUMBERLAND 3	139	106			
0490 G8A CUMBERLAND 4	656	426			
0500 E001 EASTOVER 1	78	37			
0570 G1B JUDSON-VANDER 0580 LR63 LAKE RIM	14	11			
0580 LR63 LAKE RIM		311			
0610 G11B MANCHESTER	185	81			
0620 MB62 MONTIBELLO	571	346			
0630 MR02 MORGANTON RD 2	558	425			
0650 G3A-2 PEARCES MILL 2B	43	20			
0660 G3C PEARCES MILL 3	1	0			
0700 G6A STEDMAN	57	24			
0710 G10C STONEY POINT 1	203	157			

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NUMBERED KEY CANVASS RUN DATE:11/18/22 11:48 AM

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			VOTES	PERCENT
0007_FAYETTEVILLE PUBLIC SAFETY B	ONDS FAYE	ITEVILI	E	
(VOTE FOR) 1				
01 = Yes			28,796	61.86
02 = No			17,752	38.14
(CONTINUED FROM PREVIOUS PAGE)	01	02		
0720 G10A STONEY POINT 2	647	371		
0740 G2E-1 WESTAREA 1	361	171		
0750 G2E-2 WESTAREA 2	508	303		

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0008 FAYETTEVILLE CONNECTIVITY BONDS (VOTE FOR) 1				PERCENT
01 = Yes 02 = No 020 AH49 ARRAN HILLS 0030 G5A-1 AUMAN 1 0040 G5A-2 AUMAN 2 0070 G5C BRENTWOOD 0090 CL57-1 CLIFFDALE WEST 1 0100 CL57 2 (LEEDALE WEST 2			30,998	66.53
02 = No			15,592	33.47
		 02		
0020 AH49 ARRAN HILLS	760	380		
0030 G5A-1 AUMAN 1	702	413		
0040 G5A-2 AUMAN 2	674	429		
0070 GSC BRENTWOOD 0090 CL57-1 CLIFFDALE WEST 1 0100 CL57-2 CLIFFDALE WEST 2 0110 CC01 CROSS CREEK 01 0120 G1A CROSS CREEK 02 0130 CC03 CROSS CREEK 02 0130 CC04 CROSS CREEK 03 0140 CC04 CROSS CREEK 04 0150 CC06 CROSS CREEK 06 0160 CC07 CROSS CREEK 07 0170 CC08 CROSS CREEK 09 0190 CC10 CROSS CREEK 09 0190 CC10 CROSS CREEK 10 0200 G3B CROSS CREEK 11 0210 CC12 CROSS CREEK 11 0210 CC12 CROSS CREEK 12 0220 CC13 CROSS CREEK 12 0220 CC13 CROSS CREEK 13 0230 CC14 CROSS CREEK 14 0240 CC15 CROSS CREEK 15 0250 CC16 CROSS CREEK 16 0260 CC17 CROSS CREEK 17 0270 CC18 CROSS CREEK 18 0280 G4B CROSS CREEK 20 0290 CC21 CROSS CREEK 21 0300 CC22A CROSS CREEK 23-1	424 761	315		
0100 CL57-2 CLIFFDALE WEST 2	901	441		
0110 CC01 CROSS CREEK 01	467	193		
0120 G1A CROSS CREEK 02	405	174		
0130 CC03 CROSS CREEK 03	275	136		
0140 CC04 CROSS CREEK 04	359	152		
0150 CLUB CROSS CREEK UB	295	196 163		
0170 CC08 CROSS CREEK 07	561	258		
0180 G2A CROSS CREEK 09	1447	582		
0190 CC10 CROSS CREEK 10	318	175		
0200 G3B CROSS CREEK 11	279	146		
0210 CC12 CROSS CREEK 12	695	348		
0220 CC13 CROSS CREEK 13	301	120		
0230 CC14 CROSS CREEK 14 0240 CC15 CROSS CREEK 15	828 840	450 444		
0250 CC16 CROSS CREEK 16	663	210		
0260 CC17 CROSS CREEK 17	641	242		
0270 CC18 CROSS CREEK 18	526	287		
0280 G4B CROSS CREEK 20	302	227		
0290 CC21 CROSS CREEK 21	812	338		
0300 CC22A CROSS CREEK 22 0310 G2C-1 CROSS CREEK 23-1	1027	548 423		
0310 G2C-1 CROSS CREEK 23-1 0320 CC23-2 CROSS CREEK 23-2 0330 CC24 CROSS CREEK 24 0340 CC25 CROSS CREEK 25 0350 CC26 CROSS CREEK 25 0360 CC27 CROSS CREEK 26 0360 CC27 CROSS CREEK 27 0370 G5B-1 CROSS CREEK 28-1 0380 G5B-2 CROSS CREEK 28-2	004 707	319		
0330 CC24 CROSS CREEK 24	307	156		
0340 CC25 CROSS CREEK 25	456	268		
0350 CC26 CROSS CREEK 26	884	418		
0360 CC27 CROSS CREEK 27	730	382		
0370 G5B-1 CROSS CREEK 28-1 0380 G5B-2 CROSS CREEK 28-2	/15	392		
0390 CC29 CROSS CREEK 29	464			
0400 G4A CROSS CREEK 30	338	192		
0410 CC31 CROSS CREEK 31	409	264		
0420 CC32 CROSS CREEK 32	258	143		
0430 CC33 CROSS CREEK 33	660	295		
0440 CC34 CROSS CREEK 34 0450 CC519 CROSS CREEK 519	672 655	360		
0450 CC519 CR055 CREEK 519 0460 G8B CUMBERLAND 1A	555 302	253 132		
0470 CU02 CUMBERLAND 2	482	233		
0480 G8C CUMBERLAND 3	147	100		
0490 G8A CUMBERLAND 4	693	393		
0500 E001 EASTOVER 1	82	35		
0570 G1B JUDSON-VANDER	14	10		
0580 LR63 LAKE.RIM. 0600 L066A LONGHILL	1083 540	577 289		
0610 G11B MANCHESTER	202	67		
0620 MB62 MONTIBELLO	633	286		
0630 MR02 MORGANTON RD 2	608	369		
0650 G3A-2 PEARCES MILL 2B	44	19		
0660 G3C PEARCES MILL 3	1	0		
0700 G6A STEDMAN 0710 G10C STONEY POINT 1	52 209	28 154		
OTTO OTOO DIONET FOINT I	203	1.34		

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			10120	PERCENT
0008_FAYETTEVILLE CONNECTIVITY BOND (VOTE FOR) 1	S FATEL			
01 = Yes			30,998	66.53
02 = No			15,592	33.47
(CONTINUED FROM PREVIOUS PAGE)	01	02		
	• • • • • • •			
0720 G10A STONEY POINT 2	709	318		
0740 G2E-1 WESTAREA 1	388	137		
0750 G2E-2 WESTAREA 2	574	236		

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0009_FAYETTEVILLE HOUSING BONDS FA (VOTE FOR) 1	YETTEVILI	_E	VOTES	PERCENT
$01 - V_{00}$			27,641	50 26
02 = No			18,999	
	<b></b> .		-01000	
01 = TeS 02 = No 0020 AH49 ARRAN HILLS 0030 G5A-1 AUMAN 1 0040 G5A-2 AUMAN 2 0070 G5C BRENTWOOD 0090 CL57-1 CLIFFDALE WEST 1 0100 CL57-2 CLIFFDALE WEST 2 0110 CC01 CROSS CREEK 01	01	02		
0020 AH49 ARRAN HILLS	711	434		
0030 G5A-1 AUMAN 1	652	460		
0040 G5A-2 AUMAN 2	576	531		
0070 G5C BRENTWOOD	387	357		
0090 CL57-1 CLIFFDALE WEST 1	703	490		
0100 CL57-2 CLIFFDALE WEST 2	810	523		
0110 CC01 CROSS CREEK 01	474	199 203		
0120 G1A CROSS CREEK 02 0130 CC03 CROSS CREEK 03 0140 CC04 CROSS CREEK 03 0140 CC04 CROSS CREEK 04 0150 CC06 CROSS CREEK 04 0160 CC07 CROSS CREEK 06 0160 CC07 CROSS CREEK 08 0180 G2A CROSS CREEK 09	370	203 155		
0140 CC04 CR0SS CREEK 04	297	217		
0150 CC06 CROSS CREEK 06	243	244		
0160 CC07 CROSS CREEK 07	274	245		
0170 CC08 CROSS CREEK 08	435	383		
0180 G2A CROSS CREEK 09	1321	705		
		228		
0200 G3B CROSS CREEK 11	245	185		
0190 CC10 CROSS CREEK 10 0200 G3B CROSS CREEK 11 0210 CC12 CROSS CREEK 12 0220 CC13 CROSS CREEK 12 0230 CC14 CROSS CREEK 13 0240 CC15 CROSS CREEK 14 0240 CC15 CROSS CREEK 15 0250 CC16 CROSS CREEK 16 0260 CC17 CROSS CREEK 17 0270 CC18 CROSS CREEK 18 0280 G4B CROSS CREEK 20	493	527		
0220 CC13 CROSS CREEK 13	309	117		
0230 CC14 CROSS CREEK 14	634	639		
0240 CC15 CROSS CREEK 15 0250 CC16 CROSS CREEK 16	661	611 224		
0260 CC17 CROSS CREEK 17	637	251		
0270 CC18 CROSS CREEK 18	387	418		
0280 G4B CROSS CREEK 20	241	288		
0280 G4B CROSS CREEK 20 0290 CC21 CROSS CREEK 21 0300 CC22A CROSS CREEK 22	728 942	427		
0300 CC22A CROSS CREEK 22	942	640		
0310 G2C.1 CROSS CREEK 23.1	7/10	532		
0320 CC23-2 CROSS CREEK 23-2	578	449		
0320 CC23-2 CROSS CREEK 23-2 0330 CC24 CROSS CREEK 24 0340 CC25 CROSS CREEK 25 0350 CC26 CROSS CREEK 25 0360 CC27 CROSS CREEK 26 0360 CC27 CROSS CREEK 27 0370 G5B-1 CROSS CREEK 28-1 0390 G5B-2 CROSS CREEK 28-2	259	202		
0340 LU25 LKOSS CREEK 25	408	319		
0350 CC20 CRUSS CREEK 20 0360 CC27 CD0SS CREEK 27	801 700	451 415		
0370 G58-1 CROSS CREEK 28-1	696	415		
0380 G5B-2 CROSS CREEK 28-2	576	344		
0390 CC29 CROSS CREEK 29	419	284		
0400 G4A CROSS CREEK 30	309	220		
0410 CC31 CROSS CREEK 31	388	285		
0420 CC32 CROSS CREEK 32	258	156		
0430 CC33 CROSS CREEK 33	597	358		
0440 CC34 CROSS CREEK 34	531	492		
0450 CC519 CROSS CREEK 519 0460 G8B CUMBERLAND 1A	558 233	257		
0470 CU02 CUMBERLAND 2	233 425	198 289		
0480 G8C CUMBERLAND 3	126	121		
0490 G8A CUMBERLAND 4	625	462		
0500 E001 EASTOVER 1	71	44		
0570 G1B JUDSON-VANDER	12	13		
0580 LR63 LAKE RIM	1005	648		
0600 L066A LONGHILL	502	333		
0610 G11B MANCHESTER	163	101		
0620 MB62 MONTIBELLO	581	340		
0630 MR02 MORGANTON RD 2	546	440		
0650 G3A-2 PEARCES MILL 2B 0660 G3C PEARCES MILL 3	40 1	24 0		
0700 G6A STEDMAN	43	36		
0710 GIOC STONEY POINT 1	178	186		

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			VOTES	PERCENT
0009_FAYETTEVILLE HOUSING BONDS FA	YETTEVIL	LE		
(VOTE FOR) 1			•••	
01 = Yes			27,641	59.26
02 = No			18,999	40.74
(CONTINUED FROM PREVIOUS PAGE)	01	02		
	• • • • • • •			
0720 G10A STONEY POINT 2	568	456		
0740 G2E-1 WESTAREA 1	379	157		
0750 G2E-2 WESTAREA 2	546	264		

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0010_FAYETTEVILLE CHARTER AMENDMENT (VOTE FOR) 1	FAYETT	EVILLE	VOTES	PERCENT
01 = Yes			20,636 26,513	43.77 56.23
02 = No 022 = No 0020  AH49 ARRAN HILLS 0030  G5A-1 AUMAN 1 0040  G5A-2 AUMAN 2 0070  G5C BRENTWOOD 0090  CL57-1 CLIFFDALE WEST 1 0100  CL57-2 CLEEDALE WEST 2	01	02		
0020 AH49 ARRAN HTLLS	474	682		
0030 G5A-1 AUMAN 1	391	734		
0040 G5A-2 AUMAN 2	413	705		
0070 G5C BRENTWOOD	282	466		
0090 CL57-1 CLIFFDALE WEST 1	414	782 881		
0100 CL57-2 CLIFFDALE WEST 2 0110 CC01 CROSS CREEK 01 0120 G1A CROSS CREEK 02 0130 CC03 CROSS CREEK 03 0140 CC04 CROSS CREEK 03 0140 CC04 CROSS CREEK 04 0150 CC06 CROSS CREEK 06 0160 CC07 CROSS CREEK 07 0170 CC08 CROSS CREEK 08 0180 G2A CROSS CREEK 09 0190 CC10 CROSS CREEK 10 0200 G3B CROSS CREEK 11	400 259	422		
0120 G1A CROSS CREEK 02	285	304		
0130 CC03 CROSS CREEK 03	178	233		
0140 CC04 CROSS CREEK 04	311	206		
0150 CC06 CROSS CREEK 06	290	206		
0160 CC07 CR0SS CREEK 07	359	178		
0170 CC08 CROSS CREEK 08 0180 G2A CROSS CREEK 09	047 762	193 1283		
0190 CC10 CROSS CREEK 10	287	216		
0200 G3B CROSS CREEK 11	250	180		
0210 CC12 CROSS CREEK 12	786	286		
0220 CC13 CROSS CREEK 13	137	293		
0230 CC14 CROSS CREEK 14	887	430		
0240 CC15 CROSS CREEK 15 0250 CC16 CROSS CREEK 16	830	483 712		
0200 G3B CROSS CREEK 10 0210 CC12 CROSS CREEK 11 0210 CC12 CROSS CREEK 12 0220 CC13 CROSS CREEK 13 0230 CC14 CROSS CREEK 13 0240 CC15 CROSS CREEK 14 0240 CC15 CROSS CREEK 15 0250 CC16 CROSS CREEK 17	280	611		
0270 CC18 CROSS CREEK 18	607	220		
	310	226		
0280 G4B CROSS CREEK 20 0290 CC21 CROSS CREEK 21	496	667		
0300 CC22A CROSS CREEK 22		886		
0310 G2C-1 CROSS CREEK 23-1	536	751 602		
0320 CC23-2 CR055 CREEK 23-2	432	235		
0340 CC25 CROSS CREEK 25	289	445		
0350 CC26 CR0SS CREEK 26	441	856		
0320 CC23-2 CROSS CREEK 23-2 0330 CC24 CROSS CREEK 24 0340 CC25 CROSS CREEK 24 0340 CC25 CROSS CREEK 25 0350 CC26 CROSS CREEK 25 0360 CC27 CROSS CREEK 27 0370 G5B-1 CROSS CREEK 28-1	452	664		
0370 G5B-1 CROSS CREEK 28-1	370	756		
0380 G58-2 CROSS CREEK 28-2	319	600		
0390 CC29 CROSS CREEK 29 0400 G4A CROSS CREEK 30	274 255	437 282		
0410 CC31 CROSS CREEK 31	254	427		
0420 CC32 CR0SS CREEK 32	151	266		
0430 CC33 CROSS CREEK 33	416	547		
0440 CC34 CR0SS CREEK 34	649	395		
0450 CC519 CROSS CREEK 519	251	568		
0460 G8B CUMBERLAND 1A 0470 CU02 CUMBERLAND 2	167 311	268 407		
0480 G8C CUMBERLAND 3	104	147		
0490 G8A CUMBERLAND 4	448	649		
0500 E001 EASTOVER 1	33	84		
0570 G1B JUDSON-VANDER	7	18		
0580 LR63 LAKE RIM	627			
0600 L066A LONGHILL 0610 G11B MANCHESTER	298 114	532 148		
ACON NECO NONTIDELLO	379	547		
0630 MR02 MORGANTON RD 2	385	610		
UDDU GJA-Z PEARCES MILL ZB	28	37		
0660 G3C PEARCES MILL 3	0	1		
0700 GGA STEDHAN	34			
0710 G10C STONEY POINT 1	170	198		

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0010_FAYETTEVILLE CHARTER AMENDMEN (VOTE FOR) 1	it fayetti	EVILLE	VOTES	PERCENT
01 = Yes			20,636	43.77
02 = No			26,513	56.23
	•••••			1
(CONTINUED FROM PREVIOUS PAGE)	01	02		
	· · · · · · · ·			
0720 G10A STONEY POINT 2	449	579		
0740 G2E-1 WESTAREA 1	178	358		
0750 G2E-2 WESTAREA 2	287	529		

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 December 12, 2022.

Present:								
Absent: <u>Counci</u>	1 Members							
Also present:								
	*	*	*	*	*	*		

The City Council received from the Cumberland County Board of Elections a certified copy of the proceedings of said Board of Elections taken on November 18, 2022, evidencing said Board's determination of the result of the canvass of the returns of the bond referendum held in the City of Fayetteville, North Carolina on November 8, 2022, upon the questions of approving \$60,000,000 Public Safety Improvement Bonds, \$25,000,000 Streets, Sidewalk, and Connectivity Improvement Bonds, and \$12,000,000 Housing Bonds of said City.

After said proceedings had been considered and reviewed by the City Council,

\_\_\_\_\_, introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Council Member:

RESULT RESOLUTION DECLARING THE OF THE BOND **REFERENDUM HELD IN THE CITY OF FAYETTEVILLE, NORTH** CAROLINA ON NOVEMBER 8, 2022, UPON THE QUESTIONS OF APPROVING \$60,000,000 PUBLIC SAFETY IMPROVEMENT BONDS, \$25,000,000 STREETS, SIDEWALK, AND CONNECTIVITY **IMPROVEMENT BONDS, AND \$12,000,000 HOUSING BONDS** 

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

Section 1. The City Council, having received from the Cumberland County Board of Elections a certified copy of the proceedings of said Board of Elections taken on November 18, 2022, evidencing said Board's determination of the result of the canvass of the returns of the bond referendum held in the City of Fayetteville, North Carolina on November 8, 2022, upon the questions of approving \$60,000,000 Public Safety Improvement Bonds, \$25,000,000 Streets, Sidewalk, and Connectivity Improvement Bonds, and \$12,000,000 Housing Bonds of said City, does hereby declare and certify the result of said referendum to be the result which is set forth in the following statement of the result of said referendum, which statement has been prepared by said City Council:

## STATEMENT OF THE RESULT OF THE BOND REFERENDUM HELD IN THE CITY OF FAYETTEVILLE, NORTH CAROLINA ON NOVEMBER 8, 2022 UPON THE QUESTIONS OF APPROVING \$60,000,000 PUBLIC SAFETY IMPROVEMENT BONDS, \$25,000,000 STREETS, SIDEWALK, AND CONNECTIVITY IMPROVEMENT BONDS, AND \$12,000,000 HOUSING BONDS

At a bond referendum held in the City of Fayetteville, North Carolina on November 8, 2022, 129,119 voters were registered and qualified to vote.

At said referendum, 28,796 votes were cast for the order adopted on August 8, 2022, authorizing not exceeding \$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, and 17,752 votes were cast against said order, and that a majority of the qualified voters of the City of Fayetteville, North Carolina who voted thereon at said referendum voted in favor of said order, said order was thereby approved and is in force and effect.

At said referendum, 30,998 votes were cast for the order adopted on August 8, 2022, authorizing not exceeding \$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, and 15,592 votes were cast against said order, and that a majority of the qualified voters of the City of Fayetteville, North Carolina, who voted thereon at said referendum voted in favor of said order, said order was thereby approved and is in force and effect.

At said referendum, 27,641 votes were cast for the order adopted on August 8, 2022, authorizing not exceeding \$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, and 18,999 votes were cast against said order, and that a majority of the qualified voters of the City of Fayetteville, North Carolina, who voted thereon at said referendum voted in favor of said order, said order was thereby approved and is in force and effect.

> City Council of the City of Fayetteville, North Carolina

Section 2. The City Clerk of the City of Fayetteville, North Carolina shall file a copy of the foregoing statement of the result of said referendum in her office and shall publish such statement once in the Fayetteville Observer. A statement in substantially the following form shall be published with the foregoing statement:

"Any action or proceeding challenging the regularity or validity of this bond referendum must be begun within 30 days after [date of publication]."

Section 3. This resolution shall take effect upon its passage.

Upon motion of \_\_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing resolution entitled "RESOLUTION DECLARING THE RESULT OF THE BOND REFERENDUM HELD IN THE CITY OF FAYETTEVILLE, NORTH CAROLINA ON NOVEMBER 8, 2022, UPON THE QUESTIONS OF APPROVING \$60,000,000 PUBLIC SAFETY IMPROVEMENT BONDS, \$25,000,000 STREETS, SIDEWALK, AND CONNECTIVITY IMPROVEMENT BONDS, AND \$12,000,000 HOUSING BONDS" was passed by the following vote:

Ayes: \_\_\_\_\_

Noes:

\* \* \* \* \* \*

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 December 12, 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 relates in any way to the declaration of the result of the bond referendum held in said City on November 8, 2022, upon the questions of approving \$60,000,000 Public Safety Improvement Bonds, \$25,000,000 Streets, Sidewalk, and Connectivity Improvement Bonds, and \$12,000,000 Housing Bonds of said City.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

I DO HEREBY FURTHER CERTIFY that a copy of the statement of the result of the referendum adopted by the resolution set forth in the foregoing transcript has been filed in my office.

WITNESS my hand and official seal of said City this 12th day of December, 2022.

Pamela Megill, City Clerk

[SEAL]

## STATEMENT OF THE RESULT OF THE BOND REFERENDUM HELD IN THE CITY OF FAYETTEVILLE, NORTH CAROLINA ON NOVEMBER 8, 2022 UPON THE QUESTIONS OF APPROVING \$60,000,000 PUBLIC SAFETY IMPROVEMENT BONDS, \$25,000,000 STREETS, SIDEWALK, AND CONNECTIVITY IMPROVEMENT BONDS, AND \$12,000,000 HOUSING BONDS

At a bond referendum held in the City of Fayetteville, North Carolina on November 8, 2022, 129,119 voters were registered and qualified to vote.

At said referendum, 28,796 votes were cast for the order adopted on August 8, 2022, authorizing not exceeding \$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, and 17,752 votes were cast against said order, and that a majority of the qualified voters of the City of Fayetteville, North Carolina who voted thereon at said referendum voted in favor of said order, said order was thereby approved and is in force and effect.

At said referendum, 30,998 votes were cast for the order adopted on August 8, 2022, authorizing not exceeding \$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, and 15,592 votes were cast against said order, and that a majority of the qualified voters of the City of Fayetteville, North Carolina, who voted thereon at said referendum voted in favor of said order, said order was thereby approved and is in force and effect.

At said referendum, 27,641 votes were cast for the order adopted on August 8, 2022, authorizing not exceeding \$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, and 18,999 votes were cast against said order, and that a majority of the qualified voters of the City of Fayetteville, North Carolina, who voted thereon at said referendum voted in favor of said order, said order was thereby approved and is in force and effect.

City Council of the City of Fayetteville, North Carolina



## **City of Fayetteville**

## City Council Action Memo

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

File Number: 22-3065

Agenda Date: 12/12/2022

Version: 1

Status: Agenda Ready

File Type: Consent

In Control: City Council Regular Meeting

Agenda Number: 7.03

- TO: Mayor and Members of City Council
- THRU: Kelly Olivera Assistant City Manager Dr. Gerald Newton, AICP - Development Services Director Jennifer C Baptiste, CZO - Planning and Zoning Division Manager
- FROM: Craig Harmon, CZO Senior Planner
- DATE: December 12, 2022

## RE:

**P22-44.** Rezoning from Agricultural Residential (AR) to Community Commercial (CC) of 8.68 acres±, located at 8142 & 8159 Stoney Point Road (REID #s (9485659452000, 9485655245000), and is the property of Jimmy N Ray, Judy Epps Click, and Kenny J Click, and represented by Mark Candler, Candler Development Group LLC.

## COUNCIL DISTRICT(S):

6 - Derrick Thompson

## **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.

## Executive Summary:

The subject properties are split by Stoney Point Road. The owner wishes to rezone these properties from Agricultural Residential (AR) to Community Commercial (CC) due to their proximity to the future I-295. The property on the north side of Stoney Point Road already has commercial use, Clicks Nursery and Greenhouse. The CC zoning 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. The district is typically located along major arterials, at the intersection of arterials, and along growth corridors identified in City plans. On November 8, the Zoning Commission held a legislative public hearing regarding this case. There were two speakers in favor and none in opposition. The Commission voted 5-0 to recommend approval of the CC zoning.

## Background:

Owner: Jimmy N Ray, Judy Epps Click, and Kenny J Click Applicant: Mark Candler, Candler Development Group LLC Requested Action: AR to CC REID: 9485659452000, 9485655245000 Council District: 6 - Derrick Thompson Status of Property: Plant nursery and single-family residential Size: 8.68 acres ± Adjoining Land Use & Zoning:

- North: AR Farming and Residential
- South: AR Farming and Residential
- East: AR Farming and Residential
- West: AR Farming and Residential

Annual Average Daily Traffic: Stoney Point Rd. - 12,000 (2016)

Letters Mailed: 57

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 the northern parcel should be developed as Neighborhood Mixed Use (NMU) and the southern parcel should be developed as Low-Density Residential (LDR).

Neighborhood Mixed Use is described as neighborhood-scale commercial uses with a mainly horizontal mix of uses along with a vertical mix in key locations. Buildings should be 1-3 stories high with smaller scale multi-family, attached single-family, and small lot single-family encouraged. Lower-density development should remain along the edges.

Low-Density Residential is described as mainly single-family residential with some accessory dwellings. Occasionally duplexes (if isolated) or townhomes are allowed. Lots are typically 1-4 dwellings per acre. Development should be suburban, and auto-oriented in character with utility services.

## Issues/Analysis:

History:

The subject properties and the surrounding areas were annexed into the City of

Fayetteville in 2005. The property on the north side of Stoney Point Road currently is the location for Click's Nursery & Greenhouse. This is a long-standing business in this part of the city. The property to the south is mostly wooded with a single family residence. Portions of both properties are being used as part of the I-295 construction.

Surrounding Area:

The subject properties are located at the intersection of Stoney Point Road and a service road for I-295. The properties in question are less than a half mile from a future interchange on I-295.

All of the properties surrounding these two parcels are currently zoned AR and have a mix of mainly residential and agricultural uses on them. On the south side of Stoney Point Road, at its intersection with Barefoot Road are properties zoned LC - Limited Commercial. There is one property between this LC zoning and 8159 Stoney Point. Rezoning Request:

The applicant is requesting to rezone 8.68 acres ± from Agricultural Residential (AR) to Community Commercial (CC).

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 Agricultural Residential (AR) to Community Commercial (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. The district is typically located along major arterials, at the intersection of arterials, and along growth corridors identified in City plans. The proposed zoning district 8142 Stoney Point Road, the northern property, is compatible with the area and this district is in keeping with the City's Future Land Use Plan. This property already has a commercial retail use on it and the land use plan calls for Neighborhood Mixed Use development.

However, 8159 Stoney Point Road, the southern property, currently has a single-family residence on it and the land use plan calls for it to remain low-density residential. There is, however, Limited Commercial Zoning (LC) one property to the southeast along Stoney Point Road. This along with the construction of the new service road for I-295 that will border the western side of this property leads staff to recommend this rezoning.

It is staff's opinion that the construction of I-295 and its service roads and interchanges have changed the conditions along Stoney Point Road to warrant the recommended changes is zoning and an amendment to the City's Future Land Use Plan Map. Once the I-295 improvements are complete, these two properties will make up one half of a new intersection on Stoney Point Road.

The reclassification of land to a straight zoning district allows all of the uses that are shown on Use Table in the Unified Development Ordinance. 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 the Plan, it is recommended that this portion of the city should be developed as Neighborhood Mixed Use (NMU) and Low-Density Residential (LDR). Neighborhood Mixed Use is described as neighborhood-scale commercial uses. With a mainly horizontal mix of uses, along with a vertical mix in key locations. Buildings should be 1-3 stories high. Smaller scale multi-family, attached single-family, and small lot single-family are also encouraged. Lower-density development should remain along the edges.

Low-Density Residential is described as mainly single-family residential with some accessory dwellings; occasionally with duplexes (if isolated) or townhomes. Lots are typically 1-4 dwellings per acre. Development should be suburban, and auto-oriented in character with utility services.

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. City Council moves to approve the map amendment/rezoning as presented based on the evidence submitted and finds that the map amendment/rezoning is consistent with the Future Land Use Plan as demonstrated by the attached consistency and reasonableness statement.
- 2. City Council moves to approve the map amendment/rezoning to a more restrictive zoning district based on the evidence submitted and finds that the map amendment/rezoning would be consistent with the Future Land Use Plan and an amended consistency and reasonableness statement.
- 3. City Council moves to deny the map amendment/rezoning based on the evidence submitted and finds that the map amendment/rezoning is inconsistent with the Future Land Use Plan.

## Recommended Action:

The Zoning Commission moved to recommend APPROVAL of the map amendment to CC for 8142 and 8159 Stoney Point Road based on the following:

• The recommended 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 and Low-Density Residential.

- 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, along with the future intersection that will be built as part of the I-295 construction; 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	#875082
Project Title: 8142 & 8159 Stoney Point Rd	Jurisdiction: City of Fayetteville
Application Type: 5.1) Rezoning (Map Amendment)	State: NC
Workflow: Staff Review	County: Cumberland
Project Location	
Project Address or PIN: • 8142 STONEY POINT RD (9485659452000) • 8159 STONEY POINT RD (9485654377000)	<b>Zip Code:</b> 28,306
GIS Verified Data	
<ul> <li>Property Owner: Parcel</li> <li>8142 STONEY POINT RD: CLICK, JUDY EPPS; CLICK,</li> </ul>	<ul><li>Acreage: Parcel</li><li>8142 STONEY POINT RD: 5.84</li></ul>
<ul><li>KENNY J</li><li>8159 STONEY POINT RD: RAY, JIMMY N</li></ul>	• 8159 STONEY POINT RD: 6.05
Zoning District:	Subdivision Name:
Fire District:	Airport Overlay 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 Approval Date:
Previous Amendment Case #:	Proposed Zoning District: Community Commercial
Acreage to be Rezoned: 8.68	Is this application related to an annexation?: No
Water Service: Private	Sewer Service: Private
A) Please describe all existing uses of the land and existing structures on the site, if any: 8142 Stoney Point Rd.	B) Please describe the zoning district designation and existing uses of lands adjacent to and across the street from the subject site.:
Clicks Nursery - Planting Sales.	AR Zoning Surrounding Sites.
	Corner of Barefoot Rd Offers LC Zoning currently.
8159 Stoney Point Rd.	

Residential use.

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.:

Sites

8142 & 8159 Stoney Point Rd. will incur a NCDOT Road Widening to include an On/Off Ramp to the New Outer Loop I-295.

Corridor will receive a New Signalized Four Way Stop Intersection.

Intersection, if Zoned will Offer Commercial Conveniences such as -

- Multi Tenant Retail Shopping.
- Free Standing Conveniences (Chick-fil-a, Starbucks, Dunkin etc.).

## Additional Conveniences -

- Sheetz, WaWa, Circle K Convenience with fuel.

Intent is to initially zone two tracts above.

Following roadway improvements, additional tracts to see zoning for Residential Single Family, Residential Multi-Family Gated to include added services Veternary Clinic, Primary Care Clinic, Dentist / Orthodontics etc.

Goal -

- Planning with the City of Fayetteville & Public Works Commission an area Development that offers the Highest & Best in Development for a corridor receiving this much attention with this much possible opportunity.

Thank you,

Note:

- New Fire Station with Training Center

Ease of Access to & from.

- Athletic Fields
- Increase City Services, Housing, Community Services Commercial Needs,

**B)** Are there changed conditions that require an amendment? : None.

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

Proposed Amendment demonstrates future community need based on the following -

- New Interchange serving New Outer Loop I-295 with an accessing On/Off Ramp offering additionally surrounding Acreage Volume well suited for well-planned Development.

- New Century School may also see a need for Future High School.

- Possibly meeting the needs of the City of Fayetteville is identifying an Impact zone for Fayetteville. City of Fayetteville may further see the expansion of City Services being involved in early planning for Area as a whole with the ease of access to the on/off ramp of I-295.

## 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.:

Proposed Amendment is compatible for a controlled High-End Development to include furture High-End Development with upcoming Four Way Signalized Intersection.

At present, surrounding zoning class is AR as it sites today.

Future roadway presents traffic flow that will increase.

Future consumer needs will require good & services at an intersection of the magnitude.

City of Fayetteville & PWC through early Planning can be invloved in transforming a major corridor of Fayetteville NC.

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

Logistical & Orderly Development Pattern upon a future intersection of this size will be Best Suited in the long term Properly Planning as a Team.

Between Development Vision and City Municipality working together, a Sound Area Development will serve Not Only the Community on a large scale but will also benefit the City of Fayetteville over individual Development (or) spot Development.

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

Premature Position of Commercial Zoning may be related to the Future NCDOT Roadway Improvements. NCDOT Roadway Commencement about Fall 2023.

Development Planning (Site Plan) will take shape following NCDOT Roadway cut in about Fall / Winter 2023.

Once Roadway is near completion including infrastructure placement, Site Plan will be conducted and presented to the City of Fayetteville.

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

- Free Standing Structures.

Starbucks, Chick-fil-a, Dunkin, Panera Bread, Panda Express, Chipotle etc.

- Muli-Tenant Retail

No Vape, Tattoo Shops permitted. High End Retail sought Only.

- Convenience Store w/Fuel

Sheetz, WaWa, Circle K as ex.

## 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.:

Current Neighboring Properties are Zoned AR.

Future Roadway Improvements are creating a signalized intersection allowing traffic flow increase in the acreage space.

Future Intersection of this size to include acreage surrounding allows for Highest & Best Use Conditions serving the needs of community members both commuting and those living nearby.

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

The Extent of Zoning form AR to Commercial will incur a higher tax base for the City of Fayetteville.

Additionally, Future surrounding Acreage Zoning from AR Zoning to Single Family / Multi-Family Class Zoning will also increase

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

With Early Planning between Developer Vision, City of Fayetteville & Public Works Involvement, Adverse impact will be minimal. Note:

NCDOT is conducting a major roadway improvement in the immediate area having a level of impact on the natural environment

## **Primary Contact Information**

## Contractor's NC ID#:

Project Owner Mark Candler Candler Development Group LLC. 171 Brooke Run Lumber Bridge, NC 28357 P:19102630370 CandlerAssociates@outlook.com

## Project Contact - Agent/Representative

Mark Candler Candler Development Group LLC. 171 Brooke Run Lumber Bridge, NC 28357 P:19102630370 CandlerAssociates@outlook.com

## Project Contact - Primary Point of Contact for the Developer

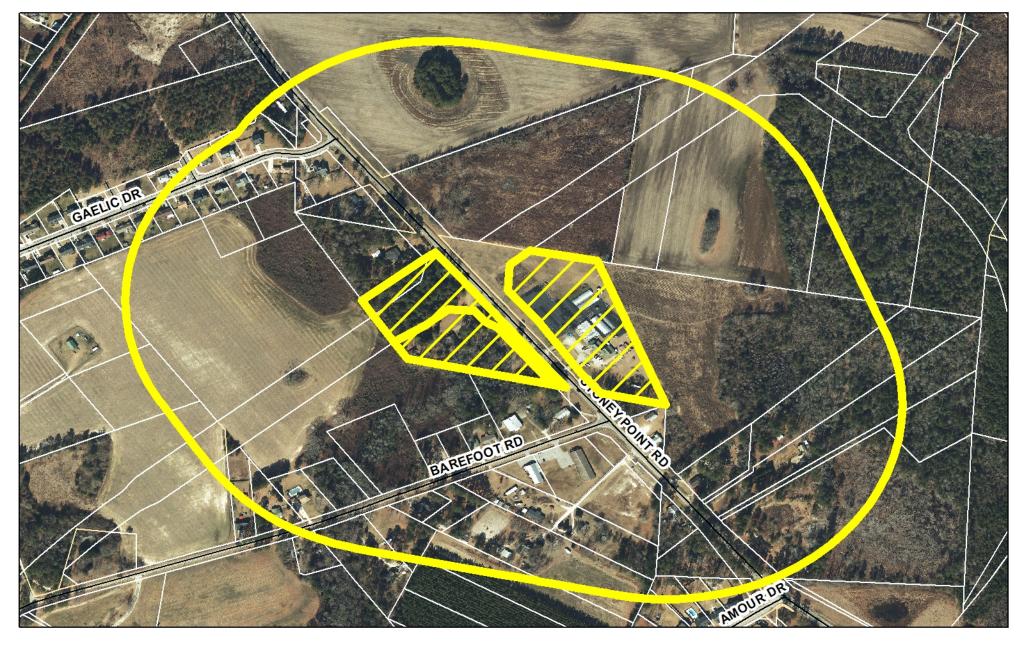
Mark Candler Candler Development Group LLC. 171 Brooke Run Lumber Bridge, NC 28357 P:19102630370 CandlerAssociates@outlook.com

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

NC State General Contractor's License Number:

- NC State Mechanical Contractor's #1 License Number:
- NC State Mechanical Contractor's #2 License Number:
- NC State Mechanical Contractor"s #3 License Number:
- NC State Electrical Contractor #1 License Number:
- NC State Electrical Contractor #2 License Number:
- NC State Electrical Contractor #3 License Number:
- NC State Plumbing Contractor #1 License Number:
- NC State Plumbing Contractor #2 License Number:

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



## **Aerial Notification Map**

P22-44

Request: AR to CC

Address: 8142 & 8159 STONEY POINT RD

Legend
--------

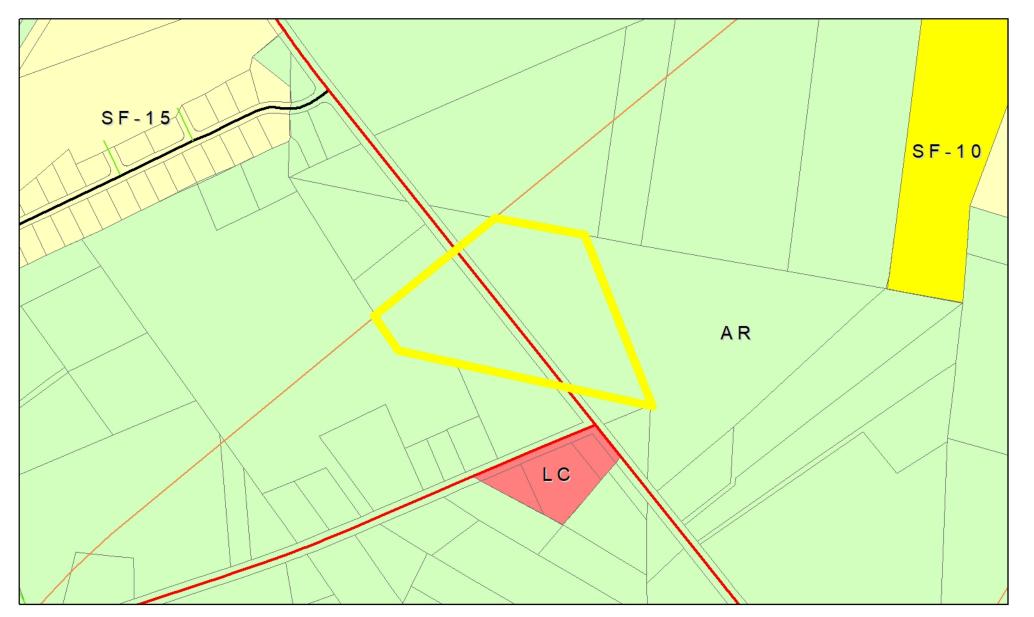


1,000' Notification Area

Parcels

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





## Zoning Map

P22-44

Request: AR to CC

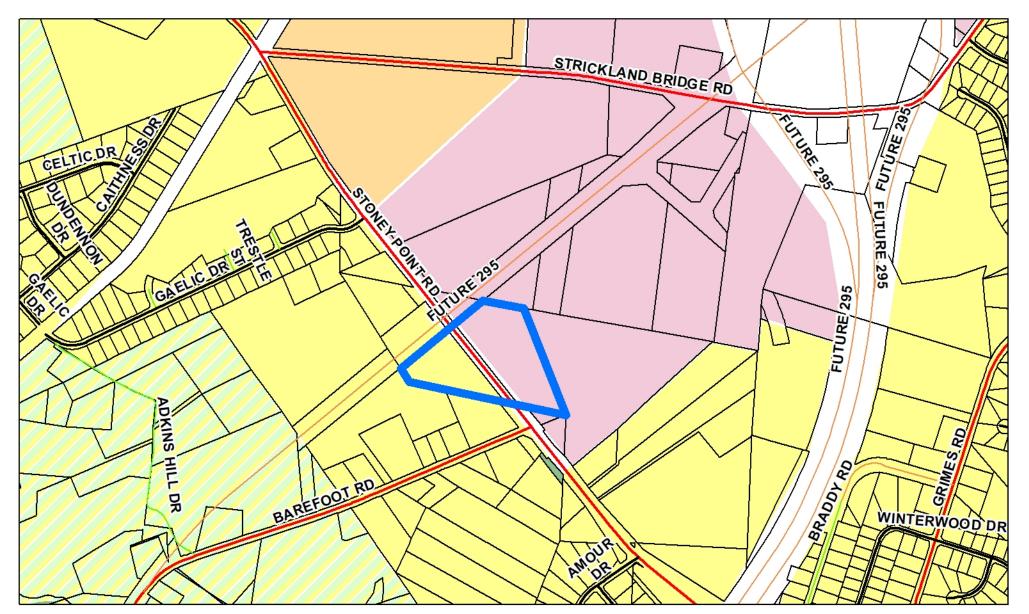
Address: 8142 & 8159 STONEY POINT RD





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





## Land Use Plan Map

- P22-44
- Request: AR to CC

Address: 8142 & 8159 STONEY POINT RD

## Legend



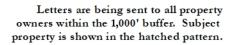
Future Land Use 2040

## **Character Areas**



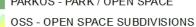


- LDR LOW DENSITY
- MDR MEDIUM DENSITY
- NMU NEIGHBORHOOD MIXED USE



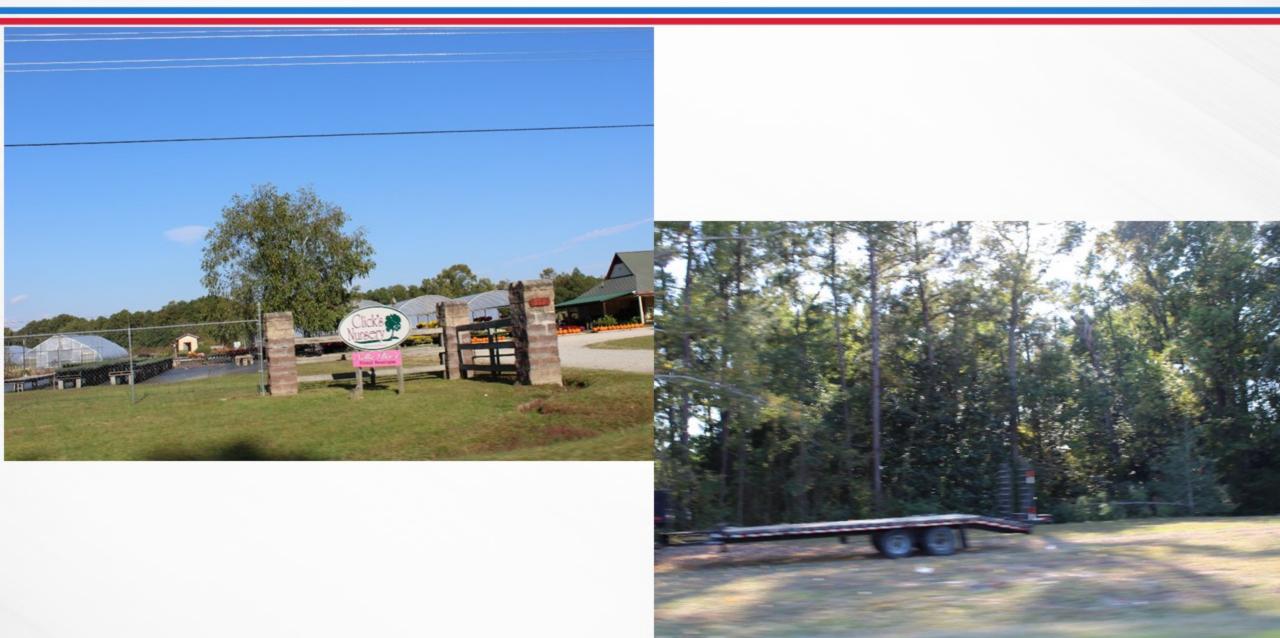


Parcels





# **Subject Property**



# **FAYETTEVILLE:** 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 P22-44 is consistent? Consistent with the City of Fayetteville's Future Land Use Map and Plan (Comprehensive Plan). The following analysis examines the proposed amendment relative to the goals and land-use policies and strategies of the Comprehensive Plan:

## **Consistency**

1. GOALS

GOAL(S)	CONSISTENT	INCONSISTENT
GOAL #2: Promote compatible economic and commercial development in key identified areas	х	
GOAL #4: Foster safe, stable, and attractive neighborhoods.	Х	

## 2. LAND USE POLICES AND STRATEGIES:

LAND USE POLICIES AND STRATEGIES	CONSISTENT	INCONSISTENT
LUP 2: Encourage strategic economic development.	Х	
2.1: Encourage economic development in designated areas.	X	
LUP 3: Encourage redevelopment along underutilized commercial strip corridors and reinvestment in distressed residential neighborhoods.	x	
3.1: Examine and identify targeted redevelopment and infill areas throughout the city.	x	
LUP 4: Create well-designed and walkable commercial and mixed-use districts.	X	
4.1: Ensure new development meets basic site design standards.		
LUP 5: Improve gateways	Х	
5.1: Continue to require perimeter landscaping and planting islands in significant renovations and redevelopment along commercial corridors.	X	

3. The proposed amendment is consistent 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]

X

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

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

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

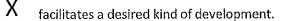
Х The proposal adapts the zoning code to reflect modern land-use trends and patterns.

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

X improves consistency with the long-range plan.

improves the tax base.

preserves environmental and/or cultural resources.



provides needed housing/commercial area.

Additional comments, if any (write-in):

 $\frac{11/8/20\gamma\gamma}{Date}$ 

pA

Chair Signature



## **City of Fayetteville**

## **City Council Action Memo**

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

File Number: 22-3111

Agenda Date: 12/12/2022

Version: 1

Status: Agenda Ready

File Type: Consent

In Control: City Council Regular Meeting

Agenda Number: 7.04

- TO: Mayor and Members of City Council
- THRU: Jeffery Yates, Assistant City Manager
- FROM: Dwayne Campbell, Chief Information Officer Birgit Sexton, Assistant Budget and Evaluation Director

DATE: December 12, 2022

RE:

Adoption of Budget Ordinance Amendment 2023-8 and Capital Project Ordinance Amendments 2023-15, 2023-16, 2023-17, and 2023-18 to Appropriate Additional Funding for Human Capital Management Module of the Enterprise Resource System Project

COUNCIL DISTRICT(S):

All

## Relationship To Strategic Plan:

Goal V: Financially Sound City Providing Exemplary City Services

## **Executive Summary:**

Council is asked to adopt Budget Ordinance Amendment (BOA) 2023-8 and Capital Project Ordinance Amendments (CPOAs) 2023-15, 2023-16, 2023-17, and 2023-18 to appropriate \$610,000 of additional funding for the Human Capital Management Module of the Enterprise Resource System Project. The sources of funding for CPOA 2023-18 (\$610,000) are transfers from capital projects that received FY2023 General Fund appropriations and were replaced with ARPA funding: CPOA 2023-15 Parking Lot Maintenance \$55,000; CPOA 2023-16 Direct Fiber Connection \$80,000, CPOA 2023-17 Internet Domain \$175,000, and BOA 2023-8 to re-appropriate Municipal Agreement funding \$300,000 due to project schedule change.

The change order of \$610,850 reflects mutually agreed upon adjustments to numerous Rollout 1 HCM project schedules, dates, assumptions, and arrangement for the payment of services.

Background:

Effective with the fiscal year 2019 budget Council approved to replace the City's 27-year-old ERP System with a new state of the art ERP system. The City selected an Oracle system solution using SCI as the integrator. ERP is the software that standardizes, streamlines, and integrates business processes across finance, human resources, procurement, distribution, and other functions. The current ERP System was implemented in 1995. We have become more reliant on the use of 3rd party applications to meet the business demands of the organization and can easily comply with changing state and federal laws. In addition, the timing of this project is relevant as support for the existing JDE world v.9.4 version concludes in 2024.

The new ERP will provide a new integrated software solution designed around improved business practices and workflow processes; and will include new hardware platform and vendor provided implementation, integration, and training services. It will provide major advances in efficiency, transparency, controls, and significantly improve decision-making information used by management and elected officials.

## Issues/Analysis:

This change order reflects these mutually agreed upon adjustments to Rollout 1 HCM project schedules, dates, assumptions, and arrangement for the payment of services. With the approval of this Change Order, the fixed fee payment arrangement for the Sierra-Cedar Rollout 1 - HCM services will be switched to a Time and Material arrangement. The estimated end date for the HCM Time and Material services will be August 31, 2023.

With the approval of this Change Order, the following Rollout 1 - HCM deliverables will be approved and paid:

Rollout 1, Payment Deliverable #19, End User Training Materials (for HCM)

With the approval of this Change Order, the following Rollout 1 - HCM deliverables will be removed from the payment table:

Rollout 1, Payment Deliverable #20, Production Support (HCM)
 Rollout 1 - HCM Cloud schedule, date, and assumption changes:

- HCM Cloud UAT / Parallel Testing will re-start in March 2023.
  - Kronos Dimensions will provide the agreed to dataset for time and absences for the 2 payroll parallel tests scoped out for the payroll tests, starting in March 2023.
  - HCM Cloud Production Cutover will be planned to occur in mid-June 2023.
  - HCM Cloud Production Go-Live will be planned for late June / early July 2023.
    - The first payroll in HCM Cloud will be the first payroll paid in July 2023.
  - HCM Cloud production support is planned for 5 weeks beyond the Go-Live date.

The following assumptions will be included into the upcoming 2023 payroll tests:

• 2 payrolls will be run in 2023 prior to the production cutover and the tests are planned to start in March 2023.

- The 2 payrolls to be run as part of the payroll parallel test will be the 2023 JD Edward 5th and 6th pay periods.
  - Pay Period #5 Pay Period end on February 26, 2023, Check date on March 3, 2023.
  - Pay Period #6 Pay Period end on March 12, 2023, Check data on March 17, 2023.
- In addition to the payroll processing, the following test scenarios will be executed in one or both pay period payroll tests:
  - Payroll Integrations to Prudential, NCUI, Orbit, ADP, and Truist.
  - Payroll Check writer report.
  - Test Payroll Costing Report output based on configuration.
  - Test Payroll to PPM integration using Kronos Dimensions Timecard data with Project related data.
  - Payroll Costing Report output based on configuration.
  - Testing of ORBIT.
  - Testing of FSLA.

The City will have its key project team members dedicate at a minimum of 50% (with a target of 75%) of their work week to project activities (testing, training) until the Rollout 1 HCM Cloud go-live dates.

- For the City HR and Benefits team members, they will be committed during the months of November and December 2022 to continue testing, retesting and knowledge transfer activities.
- The City Payroll team members will start their re-involvement with the testing cycles starting in February 2023.

Rollout 3 of the agreement is expected to start in August / September of 2023 as mutually agreed, approximately 6 weeks after the HCM Cloud go-live date.

## Budget Impact:

There is no impact to the General Fund as the \$610,000 funding was included in the adopted FY2023 General Fund budget.

## Options:

- 1. Adopt BOA 2023-8, CPOAs 2023-15, 2023-16, 2023-17, and 2023-18 and authorize the City Manager to execute the change order with Sierra Cedar.
- 2. Do not adopt BOA 2023-8, CPOAs 2023-15, 2023-16, 2023-17, and 2023-18 or authorize the City Manager to execute the change order with Sierra Cedar and provide further direction to staff.

## Recommended Action:

Staff recommends that Council move to adopt BOA 2023-8, CPOAs 2023-15, 2023-16, 2023-17, and 2023-18 and authorizes the City Manager to execute the change order with Sierra Cedar.

## Attachments:

- Budget Ordinance Amendment 2023-8
- Capital Project Ordinance Amendment 2023-15 (Parking Lot Resurfacing Project)
- Capital Project Ordinance Amendment 2023-16 (Direct Fiber Connection Project)
- Capital Project Ordinance Amendment 2023-17 (Internet Domain Project)
- Capital Project Ordinance Amendment 2023-18 (ERP Project)

#### CITY OF FAYETTEVILLE

#### CAPITAL PROJECT ORDINANCE AMENDMENT CHANGE 2023-15 (CPO 2009-2)

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 2009-2, adopted effective July 1, 2008, as amended, for the funding of miscellaneous parking lot maintenance projects.
- 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:

General Fund Transfer		Listed As		Amendment		Revised	
		461,359	\$	(55,000)	\$	406,359	
Cumberland County Board of Education		10,000		-		10,000	
	\$	471,359	\$	(55,000)	\$	416,359	
Section 4. The following amounts are appropriated for the project:							
Project Expenditures	\$	471,359	\$	(55,000)	\$	416,359	

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

Adopted this 12th day of December, 2022.

#### CAPITAL PROJECT ORDINANCE AMENDMENT CHANGE 2023-16 (CPO 2018-4)

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

- Section 1. The project change authorized is to Capital Project Ordinance 2018-4, adopted effective July 1, 2017, as amended, for the purchase and installation of direct fiber connections to connect remote sites to the server facilities in City Hall.
- Section 2. The project director is hereby directed to proceed with the project within the terms of the various agreements executed and within the funds appropriated herein.
- Section 3. The following revenues are anticipated to be available to the City to complete the project:

	Listed As		Amendment		Revised	
General Fund Transfer	\$	435,496	\$	(80,000)	\$	355,496
Section 4. The following amounts are appropriated for the project:						
Project Expenditures	\$	435,496	\$	(80,000)	\$	355,496

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

Adopted this 12th day of December, 2022.

#### CAPITAL PROJECT ORDINANCE AMENDMENT CHANGE 2023-17 (CPO 2019-7)

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 2019-7, adopted effective July 1, 2018, as amended, to migrate city operations to a single internet domain, including hardware, software, implementation, training, 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			mendment	Revised		
\$	1,425,000	\$	(175,000)	\$	1,250,000	
	\$	Listea Tis			Listed As         Amendment           \$ 1,425,000         \$ (175,000)         \$	

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

Project Expenditures	\$ 1,425,000	\$	(175,000)	\$	1,250,000
		-		-	

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

Adopted this 12th day of December, 2022.

,774,152

#### CAPITAL PROJECT ORDINANCE AMENDMENT CHANGE 2023-18 (CPO 2020-6)

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 capital project ordinance is hereby amended:

- Section 1. The project change authorized is to Capital Project Ordinance 2020-6, adopted effective July 1, 2019, as amended, for the funding of a replacement Enterprise Resource Planning (ERP) system project, including, but not limited to, hardware, implementation, integration, training services, replacement backfill positions, and debt issuance costs.
- Section 2. The project director is hereby directed to proceed with the project within the terms of the various agreements executed and within the funds appropriated herein.
- Section 3. The following revenues are anticipated to be available to the City to complete the project:

	Listed As		Amendment		Revised	
General Fund Transfer	\$	332,000	\$	610,000	\$	942,000
Financing Proceeds		4,832,152		-		4,832,152
	\$	5,164,152	\$	610,000	\$	5,774,152
Section 4. The following amounts are appropriated for the project:						

Project Expenditures	\$ 5,164,152	\$ 610,000	\$ 5,

- 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 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 12th day of December, 2022.

#### CITY OF FAYETTEVILLE

#### 2022-2023 BUDGET ORDINANCE AMENDMENT CHANGE 2023-8

#### 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:

Section 1. It is estimated that the following revenues and other financing sources will be available during the fiscal year beginning July 1, 2022, and ending June 30, 2023, to meet the appropriations listed in Section 2.

Item	Listed As		Revision		Revised Amount	
Schedule A: General Fund						
Fund Balance Appropriation	\$	8,885,613	\$	-	\$	8,885,613
All Other General Fund Revenues and Financing Sources		185,023,482		-		185,023,482
Total Estimated General Fund	\$	193,909,095	\$	-	\$	193,909,095
Revenues and Other Financing Sources						

Section 2. The following amounts are hereby appropriated for the operations of the City Government and its activities for the fiscal year beginning July 1, 2022, and ending June 30, 2023, according to the following schedules:

Item	Listed As		Revision		Revised Amount	
Schedule A: General Fund						
Operations	\$	139,343,221	\$	(300,000)	\$	139,043,221
Support Services and Administration		19,357,896		300,000		19,657,896
All Other General Fund Expenditures and Other Financing Uses		35,207,978		-		35,207,978
Total Estimated General Fund Expenditures and Other	\$	193,909,095	\$	-	\$	193,909,095
Financing Uses						

Financing Uses

Adopted this 12th day of December, 2022.



## **City of Fayetteville**

#### **City Council Action Memo**

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

File Number: 22-3075

Agenda Date: 12/12/2022 Version: 1 In Control: City Council Regular Meeting Agenda Number: 7.05 TO: Mayor and Members of City Council THRU: Adam Lindsay, Assistant City Manager FROM: Sheila Thomas-Ambat, Public Services Director DATE: December 12, 2022 RE: Addition of Certain Streets to the City of Fayetteville System

COUNCIL DISTRICT(S):

All

#### **Relationship To Strategic Plan:**

Goal I: Safe and Secure Community Goal II: High Quality Built Environment

#### **Executive Summary:**

The Fayetteville street system includes 749.39 center line miles and is one of the City's largest assets impacting every citizen, employee, emergency service personnel, commuter, and visitor. As new development progresses, new streets are built in accordance with the City's standards and can be designated for private or public ownership and maintenance. When streets are constructed to City standards it requires a Council action to add the streets to the City's system. Streets added to our system qualify for Powell Bill Program allocations, which is a North Carolina funding program for the building and maintenance of major city streets.

Staff has identified six (6) recently constructed streets for subdivisions throughout the City that are now acceptable for addition to the City of Fayetteville system of streets. These streets and drainage systems within the street rights-of-way have been inspected by staff and are now acceptable for addition to the City of Fayetteville system of streets. The 1.11-mile addition will bring the City's street system total to 750.50 miles.

#### Background:

Per City Council Policy 160.06 streets that have been designed and constructed in

File Type: Consent

accordance with City standards can only be added to the City's system of streets through a City Council action after the streets have been constructed and recorded. Right-of-ways are dedicated for the streets and the developer identifies early in the development process if intended for private or public ownership and maintenance. As streets are satisfactorily completed, staff provides recommendation to Council for official addition to the City's system of streets.

#### Issues/Analysis:

Addition of these streets to the City's system of streets does not constitute the acceptance of maintenance responsibilities for drainage systems outside of street rights-of-way.

These streets and drainage systems located within the street rights-of-way need to be officially accepted and added to City of Fayetteville system of streets for the City to begin providing maintenance services and be included in our 2023 Powell Bill appropriation.

#### Budget Impact:

Street maintenance cost will increase while the funds received from Powell Bill increase as well. As these road segments are newly constructed, significant maintenance cost is not expected for several years.

#### Options:

- 1. Approve the attached list of streets and associated infrastructure for inclusion in the City of Fayetteville system of streets.
- 2. Do not approve the attached list of streets and associated infrastructure for inclusion in the City of Fayetteville system of streets.
- 3. Modify the list of streets and associated infrastructure, then approve.

#### Recommended Action:

Staff recommends that Council accept the attached list of streets and drainage systems located within the street rights-of-way for inclusion in the City's system of streets

#### Attachments:

Street acceptance December 2022

#### NEW STREETS FOR COUNCIL APPROVAL DECEMBER 2022

STREET NAME	FROM	то	LENGTH TO BE ACCEPTED	SUBDIVISION
TALL TIMBERS DR	END MAINT	END MAINT	0.36	
				ELLIOTT FARMS PH 1B (PB 149 PG 3)
SEEDLING RD	TALL TIMBERS DR	TALL TIMBERS DR	0.25	
STACKHOUSE DR	NW CORNER LOT 323	NE CORNER LOT 323	0.03	
STACKHOUSE DR	SW CORNER LOT 252	NW CORNER LOT 263	0.17	HIGHCROFT PHASE 4, PART 4 (PB 149, PG 1
PONDHAVEN DR	NW CORNER LOT 299	NE CORNER LOT 300	0.06	HIGHCROFT PHASE 4, PART 4 (PB 149, PG T
LUNSFORD DR	NW CORNER LOT 232	STACKHOUSE DR	0.24	
Beginning Mileage	749.39	•	•	
Mileage Added	1.11			

Mileage Added **New Mileage** 

750.50



## **City of Fayetteville**

#### **City Council Action Memo**

File Number: 22-3115

Agenda Date: 12/12/2022 Version: 2 In Control: City Council Regular Meeting Agenda Number: 7.06 Mayor and Members of City Council THRU: Karen M. McDonald, City Attorney Kelly Olivera, Assistant City Manager

FROM: Alvester T. (Toney) Coleman, PhD, A.A.E.

DATE: December 12, 2022

RE:

TO:

Approval of an Agreement to be used with Transportation Network Companies

COUNCIL DISTRICT(S):

All

#### **Relationship To Strategic Plan:**

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

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

#### **Executive Summary:**

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

#### Background:

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

Status: Agenda Ready

File Type: Consent

and serve as the plan for current and future transportation network company operators to use when servicing passengers at the Fayetteville Regional Airport.

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

#### Issues/Analysis:

None.

#### Budget Impact:

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

#### Options:

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

#### Recommended Action:

Staff recommends that City Council move to approve the proposed agreement to be used with transportation network companies and allow the City Manager to execute these documents on behalf of the City

#### Attachments:

Proposed Agreement with Transportation Network Companies

NORTH CAROLINA

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

CUMBERLAND COUNTY

THIS NON-EXCLUSIVE OPERATING AGREEMENT made and entered into as of this 1<sup>st</sup> day of \_\_\_\_\_\_, 2023, by and between the CITY OF FAYETTEVILLE, hereinafter called "LESSOR' and \_\_\_\_\_\_, a transportation network company (TNC) and having a principal office in \_\_\_\_\_\_, \_\_\_\_\_, hereinafter called "USER".

#### WITNESSETH:

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

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

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

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

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

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

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

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

#### **ARTICLE I - CONDUCT OF OPERATIONS**

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

#### **ARTICLE II - SERVICES.**

1. **Grant of Agreement.** By issuance of this Agreement, the LESSOR hereby grants USER the non-exclusive right, in common with others so authorized, to operate at the Airport for the purpose of arranging through its mobile application for affiliated TNC Drivers to drop-off, pick-up and transport Passengers to and from the Airport in accordance with the terms and conditions of this Agreement.

2. No Representations or Warranties. The USER hereby acknowledges and agrees that the LESSOR does not make, and has not made, any representation, warranty, assurance, or guaranty that this Agreement, or the operations conducted hereunder, will generate any minimum, maximum, or optimum volume of airline or other passenger traffic business, or that any minimum, maximum, or optimum volume of airline or other passenger traffic business or revenue will occur.

#### **ARTICLE III - PAYMENT.**

1. **Fees and Charges.** In consideration of the limited rights granted by the LESSOR pursuant to this Agreement, USER hereby agrees to pay the following fees to the LESSOR during the term of this Agreement:

(a) A per trip pick-up fee of TWO and 00/100 Dollars (\$2.00) and per trip drop-off fee of ONE and 00/100 Dollar (\$1.00) for each Trip (defined below) conducted by a TNC Driver in a TNC Vehicle at the Airport (the "Per Trip Fee"). The term "Trip" as used in

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IV - SUSPENSION OR TERMINATION OF AGREEMENT.

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

#### ARTICLE V - COMMENCEMENT DATE; TERM.

1. **Commencement Date**. This Agreement shall be effective, and the "Commencement Date" shall be deemed to occur, on January 1, 2023.

2. **Term.** The term of this Agreement shall be for a period of 3 years and shall begin on the Commencement Date and shall automatically terminate on December 30, 2025.

3. **Modifications to Agreement.** All modifications and amendments to this Agreement shall be in writing and signed by both parties.

#### ARTICLE VI - USE, CONDITIONS, RESTRICTIONS.

1. **Limited Grant.** The limited rights granted by this Agreement do not establish or vest in USER any right to preferential use of Airport facilities. USER acknowledges and agrees that USER has no exclusive right to conduct its operations at the Airport, and the LESSOR, in its sole and absolute discretion, may arrange for or allow other TNCs to conduct similar operations at the Airport on the same terms and conditions as set forth herein.

#### 2. No Designated Drop-Off and Pick-Up Areas.

- (a) LESSOR currently provides no designated drop-off or pick-up areas for TNC Drivers. Therefore, it is expected that TNC Drivers will access the terminal frontage in a manner similar to regular passenger drop-offs and pickups.
- (b) TNC Drivers operating under the USER's Agreement may not at any time loiter in front of the terminal, nor leave TNC vehicles unattended in hopes of gaining a fare.

3. **Digital Decal.** USER shall ensure that each TNC Driver will maintain, on his or her smartphone, a "digital decal" while using the TNC Application that will be used in lieu of a

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

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

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

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

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

#### **ARTICLE VII - TNC VEHICLES.**

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

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

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

#### **ARTICLE VIII - PROHIBITED ACTIVITIES.**

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

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

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

- (a) Turning off or disabling the TNC Application when a TNC Vehicle is at the Airport;
- (b) Allowing the operation of a TNC Vehicle at the Airport by an unauthorized driver;
- (c) Transporting a Passenger in an unauthorized vehicle;
- (d) Picking-up or dropping-off Passengers or their baggage at any location other than the Designated Areas;
- (e) Leaving a TNC Vehicle unattended;
- (f) Failing to maintain the TNC Vehicle interior and exterior in an appropriately clean condition or failing to maintain a neat and clean personal appearance;
- (g) Littering at the Airport or in the Designated Areas;
- (h) Failing to provide information or providing false information to the LESSOR or LESSOR-Related Personnel upon request as set forth in Article V Section 5;
- (i) Operating a TNC Vehicle without the approved Trade Dress;

(j) Soliciting Passengers at the Airport, or any soliciting or advertising whatsoever, (except through valid use of the TNC App);

- (k) Re-circulating anywhere at the Airport, except directly in route to the Holding Area (if established) or if a Passenger is not available for pickup within a reasonable period of time;
- (l) Using profane or vulgar language in the presence of any member of the public or LESSOR-Related Personnel;

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

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

#### ARTICLE IX - N. C. IRAN DIVESTMENT ACT.

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

#### **ARTICLE X - E-VERIFY.**

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

#### **ARTICLE XI - NOTICES.**

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

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

#### **ARTICLE XII - TERMS & CONDITIONS.**

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

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

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

#### CITY OF FAYETTEVILLE

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

ATTEST:

Secretary

(Corporate Seal)

(Transportation Network Company)

BY: \_\_\_\_\_

ATTEST:

#### STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

I,	, a notary public o	of	County, North Carolina, certi				
that		and	,,				
personally appeared	l before and acknowledge	d the due execu	tion of the foregoing instrument.				
Witness my hand an	nd notaries seal this the	day of	, 20				
Seal							
		Notary Public					
My commission exp	pires:						
STATE OF							
COUNTY OF							
I,	, a notary p	ublic of said C	ounty and State hereby certify that				
	personally came	e before me this	s day and acknowledged that he is				
	_of	, a corpora	tion, and that by LESSOR duly given				
and as the act of the	corporation, the foregoin eal and attested by	g instrument wa	s signed in its, sealed				
Witness my hand an	nd notaries seal, this the _	day of	, 20				
Seal							
		Notary Public					
		riotary r done					
My commission exp	pires:						

#### EXHIBIT A

#### **TERMS AND CONDITIONS**

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

#### SECTION 1. DEFINITIONS AND CONSTRUCTION.

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

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

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

- 2. The terms defined in this Agreement shall have the meanings assigned to them herein and include the plural as well as the singular.
- C. **Table of Contents, Titles and Headings.** The table of contents, titles and headings of the sections are solely for convenience of reference, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.
- D. **Interpretation.** The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either the LESSOR or USER. If any provision of this Agreement is determined to be void by any court or competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.
- E. **Governing Law.** The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

#### SECTION 2. OBLIGATIONS OF USER.

#### USER warrants and agrees that it will:

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

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

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

#### SECTION 3. RIGHTS OF SELECTED USER.

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

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

#### SECTION 4. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS.

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

#### SECTION 5. RULES AND REGULATIONS OF LESSOR.

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

#### SECTION 6. FEDERAL AIRPORT AID.

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

#### SECTION 7. INSPECTION OF VEHICLES.

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

#### SECTION 8. INDEMNIFICATION; WAIVER OF CLAIMS.

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

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

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

#### **SECTION 9. INSURANCE.**

- A. At all times during the term of this Agreement the USER shall maintain primary commercial automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident for third party bodily injury and property damage. This coverage applies to affiliated TNC Vehicles operated by TNC Drivers while:
  - 1. The TNC Driver is located on the airport premises during the course of providing an accepted trip including the picking-up and dropping-off of passenger(s);
  - 2. The TNC Driver is located on the airport premises immediately following the conclusion of a requested trip and while in the course of exiting the airport premises;
  - 3. The TNC Driver has logged into the application controlled by the USER and is "available to receive requests" for transportation services from passengers using the application and the TNC Driver is located on the airport premises.

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

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

#### C. Form of Policies.

- 1. On each policy of insurance, USER shall name the LESSOR and the Airport, and their respective commissioners, agents, and employees, as blanket additional insured parties.
- All policies of insurance shall provide that the insurance company shall provide at least thirty (30) days' prior written notice to the LESSOR of cancellation or a reduction in coverage or limits.
- D. **Proof of Insurance.** The TNC Driver shall carry at all times while operating a TNC Vehicle proof of coverage under each in-force TNC insurance policy, which may be displayed as part of the TNC Application, and each in-force automobile insurance policy covering the TNC Vehicle. The TNC Driver shall present such proof of insurance upon request to the LESSOR, or to any person involved in an accident that occurs while transporting a Passenger.
- E. **Compliance with Future Code of North Carolina Amendments.** Notwithstanding anything in this Policy to the contrary, the USER's insurance shall at all times comply with any future amendments to the State of North Carolina provisions governing TNC insurance requirements.

#### SECTION 10. ASSIGNMENT OF AGREEMENT.

Neither party may assign the Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign the Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization or

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

#### SECTION 11. CONDEMNATION.

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

#### SECTION 12. DEFAULT AND REMEDIES.

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

(a) Operator shall fail, duly and punctually, to pay Monthly Fees (or to submit any Monthly Report), or to make any other payment required hereunder, when due to the City, and such failure shall continue beyond the date specified in a written notice of such breach or default, which date shall be no earlier than the tenth  $(10^{\text{th}})$  business day after the effective date of such notice;

(b) A transfer occurs without the prior approval of the City as set forth in Section 10;

(c) Operator fails to obtain and maintain the insurance required hereunder, or to provide copies of the insurance certificates to the City as required herein; or

(d) Operator fails to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement, and such failure continues for a period of more than thirty (30) days after delivery by City of a written notice thereof.

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

#### SECTION 13. REPRESENTATIONS AND WARRANTIES OF USER.

The User represents and warrants to the LESSOR that:

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

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

#### **SECTION 14. FORCE MAJEURE.**

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

#### SECTION 15. USER'S DEALINGS WITH THE LESSOR.

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

#### SECTION 16. INDEPENDENT CONTRACTOR.

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

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

#### **SECTION 17. NO WAIVERS.**

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

#### SECTION 18. NORTH CAROLINA FREEDOM OF INFORMATION ACT.

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

#### SECTION 19. RECORDKEEPING AND REPORTING REQUIREMENTS.

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

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

#### SECTION 20. HAZARDOUS MATERIALS.

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

- 1. "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.
- 2. "Hazardous Materials" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.
- 3. "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or any property.
- B. User's Covenants. Neither User, nor any TNC Driver, shall cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport.
- C. Environmental Indemnity. User shall indemnify, defend, and hold harmless the LESSOR from and against any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorneys' fees, investigation costs, remediation costs and court costs) arising during or after the term of this Agreement as a result of or arising from: (i) a breach by User of its obligations contained in Section 20(B), or (ii) any Release of Hazardous Material from, in, on or about the Airport caused by the act or omission of User or any of its TNC Drivers.

#### SECTION 21. MISCELLANEOUS.

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



## **City of Fayetteville**

#### City Council Action Memo

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

#### File Number: 22-3072

Agenda Date: 12/12/2022

Version: 1

Status: Agenda Ready

**File Type:** Public Hearing (Public & Legislative)

In Control: City Council Regular Meeting

Agenda Number: 9.01

TO: Mayor and Members of City Council

THRU: Kelly Olivera, Assistant City Manager

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

Robert Van Geons, CEcD, President and CEO of Fayetteville Cumberland Economic Development Corporation

DATE: December 12, 2022

RE:

Public Hearing on the City of Fayetteville Support for Economic Equity Venture Capital Fund with American Rescue Plan Funds

COUNCIL DISTRICT(S):

All

#### Relationship To Strategic Plan:

Strategic Operating Plan FY 2022 - 2026

Goal II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.

2.1: To ensure a diverse City tax base

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

2.3: To leverage partnerships for job creation and retention, with a focus on the local and regional workforce to increase per capita income

#### Executive Summary:

During the 2021 Session of the North Carolina General Assembly, the Community Development Foundation (CDF), a local 501c3 nonprofit, was awarded up to \$2.5M in State funding to develop an Economic Equity Venture Capital Fund. The funding is contingent on the CDF raising matching funds. Mr. Robert Van Geons is the Executive Officer of the CDF as well as the Chief Executive Officer and President of the Fayetteville Cumberland Economic Development Corporation. Council is requested to hold an Economic Development Public Hearing and authorize the City Manager to execute a contract with the CDF to support the Economic Equity Venture Capital Fund in the amount of \$1.25M. City Economic Development and Legal staff will ensure program compliance by reviewing and approving all investments undertaken by the CDF.

#### Background:

The Economic Equity Venture Capital Fund concept was developed to respond to studies that found that barriers to non-interest-bearing capital significantly impeded the creation of sustainable minority-owned businesses. Designed to overcome the hurdles of traditional lending models, the fund will provide patient, non-interest bearing capital. Targeting small (but established) minority-owned companies, the Fund's goal is to grow 10 firms, by 10 or more employees each, within five years. This uniquely conceived fund, administered by the 501c3 Community Development Foundation (CDF) will go beyond funding capital needs such as equipment and inventory. Participating companies will benefit from business counseling provided by local partners including the Center for Economic Empowerment & Development (NCCEED), Fayetteville Technical Community College (FTCC), the Fayetteville State University Regional Entrepreneur & Business Hub (FSU), the North Carolina Small Business Technical Development Center (NCSBTDC) and volunteers from locally owned private sector companies.

The CDF was founded in 2009 for the express purpose of improving the economic prosperity of our citizens through job creation and business expansion. Comprised of business professionals, the Board of Directors is diverse in terms of ethnicity, gender, and business type. In addition to supporting the general economic development of the community, the CDF is facilitating more than \$5 million of local projects including the HR Talent Portal Project (serving transitioning soldiers, military spouses and veterans) and the new City-County supported Black Voices History Project.

The State of North Carolina has approved up to \$2.5 million, which requires an equal match. Currently, the CDF is requesting both Cumberland County and the City of Fayetteville provide up to \$1.25 million each (\$2.5 million total). The amount of State funding is contingent on the amount provided by both or either local agency. The CDF is also pursuing additional public and institutional investment to increase the capacity and longevity of the fund.

#### Issues/Analysis:

Local Government support of economic development activities is carefully legislated to ensure appropriate use of public funds. Similarly, the American Rescue Plan is crafted to benefit disproportionally impacted communities. This program is tailored to positively impact Qualified Census Tracts to ensure compliance with American Rescue Plan grant guidelines. The City's Economic Development staff and Legal team will ensure that this program is constructed and administered similarly to other state-wide economic development programs that are allowed under North Carolina state law. The City cannot contract with a non-profit to undertake any activity that the City could not legally undertake itself. While the design of the program as presented roughly follows the construction of other State-wide economic development programs, City staff will work with the CDF to ensure the program complies at the detail level as well.

A Public Hearing is required by North Carolina General Statute 158-7.1(c) for City Council to make economic development appropriations. The Public Notice for this hearing was advertised in the Fayetteville Observer on December 2, 2022 to ensure a 10-day notice for the Public Hearing.

#### Budget Impact:

Funding was included in the second allocation of Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act of 2021 and the Economic Equity Venture Capital Fund project was included in the approved project list approved by City Council on September 12, 2022.

#### Options:

- Conduct the Economic Development Public Hearing and authorize the City Manager to execute a contract with the CDF to support the Economic Equity Venture Capital Fund in the amount of \$1.25M
- Do not conduct the Economic Development Public Hearing and do not authorize the City Manager to execute a contract with the CDF to support the Economic Equity Venture Capital Fund in the amount of \$1.25M
- Direct staff to some other option.

#### Recommended Action:

Staff recommends that City Council conduct the Economic Development Public Hearing. Upon closing the Public Hearing, staff recommends that City Council move to authorize the City Manager to execute a contract with the CDF to support the Economic Equity Venture Capital Fund in the amount of \$1.25M

#### Attachments:

Equity Venture Capital Fund Presentation Equity Venture Capital Fund Public Hearing Notice Equity Venture Capital Fund Summary (Draft - Pending Legal Review)

# Equity Venture Capital Fund

December 12, 2022





# Equity Venture Capital Fund

- Developed in response to barriers to a lack of capital that significantly impedes the creation of sustainable minority-owned businesses.
- Designed to overcome the hurdles of traditional lending models.
- Targeting established small minority-owned companies, the Fund's goal is to grow 10 firms, by 10 or more employees each, within five years.
- Administered by the 501c3 Community Development Foundation (CDF)
- Participating companies will benefit from business counseling provided by local partners including:
  - the Center for Economic Empowerment & Development (NCCEED),
  - Fayetteville Technical Community College (FTCC),
  - the Fayetteville State University Regional Entrepreneur & Business Hub (FSU),
  - the North Carolina Small Business Technical Development Center (NCSBTDC), and
  - volunteers from locally owned private sector companies.

# **FAYETTEVILLE:** Community Development Foundation

- Community Development Foundation is a non-profit 501c3
- Founded in 2009 for the express purpose of improving the economic prosperity of our citizens through job creation and business expansion.
- Comprised of business professionals, the Board of Directors is diverse in terms of ethnicity, gender, and business type.
- In addition to supporting the general economic development of the community, the CDF is facilitating more than \$5 million of local projects including the HR Talent Portal Project (serving transitioning soldiers, military spouses and veterans) and the new City-County supported Black Voices History Project.



# Program Criteria

- Be established within the state of North Carolina and operating.
- A business/expansion plan (assistance will be provided to create one).
- First priority will be given to businesses owned by residents in low to moderate income census tracts.
- Second priority will be given to businesses operating within, and employing residents of, the aforementioned census tracts.
- The fund will initially focus on recruiting businesses that provide goods or services in demand by institutional partners
- Companies shall be required to create a certain number of full times jobs, paying above the average wage for Cumberland County

## **FAYETTEVILLE:** Fund Administration and Compliance

- The funds will be administered by an "Investment Committee" of six to ten members. (City Economic Development and Legal Staff will be included)
- All debt will be secured with an applicable legal instrument (deed of trust, promissory note, agreement, and/or contract)
- The CDF will separately account for all income, expenses and disbursements related to Fund.
- The City shall receive a "project summary" for each investment approved.
- The CDF shall complete an annual audit to be provided to the City for each year during which the Fund is active.

- Staff recommends that City Council conduct the Economic Development Public Hearing.
- Upon closing the Public Hearing, staff recommends that City Council move to authorize the City Manager to execute a contract with the CDF to support the Economic Equity Venture Capital Fund in the amount of \$1.25M





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services to accommodate speech, hearing, or visual impairments should call the City Clerk's office at 910-433-1989 one week in advance of the meeting so appropriate arrangements can be made. This the 2nd day of Decem-ber 2022. 12/2/22 8124073

NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of Fayetteville, North Carolina (the "City"), on December 12, 2022, at 7:00 p.m. (or as soon thereafter as practica-ble) in the City Council Chambers at 433 Hay Street, in Fayetteville, North Carolina regarding the proposed issuance by the Public Finance Authority (the "Issuer") of its qualified 501(c)(3) bonds, as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the "Code"), in one or more series from time to time pursuant to a plan of financing, in an amount not to exceed \$324,000,000 (the "Bonds"). The public hearing is required by Section 147(f) of the Code. The proceeds from the sale of the Bonds will be used to make a loan to an affiliate of Community Finance Corpo-ration (the "Borrower"), an Arizona nonprofit corpora-tion, in order to pay all or a portion of the costs (a) to acquire and improve essen-tial residential rental hous-ing facilities, together with ancillary retail or commer-cial space, in several states, including two separate facili-ties located in the City (the "Facilities"); (b) to fund any required reserves; (c) to fund capitalized interest on the Bonds, if any; and (d) to finance of the Bonds, the Facilities will be owned by the Borrower and will be located at 1707 Own Drive and 1944 Cedar Creek Road and expected to be acquired



#### Economic Equity Venture Capital Fund

The Economic Equity Venture Capital Fund concept was developed to respond to studies that found that barriers to non-interest-bearing capital significantly impeded the creation of sustainable minority-owned businesses. Designed to overcome the hurdles of traditional lending models, the fund will provide patient, non-interest bearing capital. Targeting small (but established) minority-owned companies, the Fund's goal is to grow 10 firms, by 10 or more employees each, within five years.

This uniquely conceived fund, administered by the 501 (c) (3) Community Development Foundation (CDF) will go beyond funding capital needs such as equipment and inventory. Participating companies will benefit from business counseling provided by local partners including the Center for Economic Empowerment & Development (NCCEED), Fayetteville Technical Community College (FTCC), the Fayetteville State University Regional Entrepreneur & Business Hub (FSU), the North Carolina Small Business Technical Development Center (NCSBTDC) and volunteers from locally owned private sector companies.

#### Secondary Goals:

In 2018, a joint supply chain mapping project, led by the Fayetteville Public Works Commission (PWC), the City of

Fayetteville, Cumberland County, FSU, FTCC, and the Cape Fear Valley Regional Hospital system, identified more than \$600 million of local spending for which local vendors could compete. Despite significant interest, our community has not been able to reach its goals for local procurement. This fund will strategically partner with small businesses to pursue these opportunities, leveraging both our community's policy goals and approved legislation supporting local procurement. Working with procuring partners will substantially increase the likelihood of sustainable success by providing the client businesses a low risk and motivated customer base.



#### About the CDF:

The 501 (C) (3) Community Development Foundation was founded in 2009 for the express purpose of improving the economic prosperity of our citizens through job creation and business expansion. Comprised of business professionals, the Board of Directors is diverse in terms of ethnicity, gender, and business type. In addition to supporting the general economic development of the community, the CDF is facilitating more than \$5 million of local projects including the HR Talent Portal Project (serving transitioning soldiers, military spouses and veterans) and the new City-County supported Black Voices History Project.

#### Funding:

The Fund will be launched with at least \$5 million in total assets. The State of North Carolina has approved \$2.5 million, which requires an equal match. Currently, Cumberland County and the City of Fayetteville are discussing providing up to \$1.25 million each (\$2.5 million total). The CDF is actively pursuing additional public and institutional investment to increase the capacity and longevity of the fund.



#### Minimum Criteria:

- Business must be established within the state of North Carolina and operating.
- A business/expansion plan (if none assistance will be provided to create one).
- First priority will be given to businesses owned by residents in low to moderate income census tracts.
- Second priority will be given to businesses operating within, and employing residents of, the aforementioned census tracts.
- The fund will initially focus on recruiting businesses that provide goods or services in demand by institutional partners (City, County, PWC, Hospital, etc.).
- Companies shall be required to create a certain number of full times jobs, paying above the average wage for Cumberland County (see Attachment A for additional information)
- The standard engagement will be 36 months or less
- Applications will be reviewed by an investment committee made up of Fund investors, CDF Board Members, and local business support professionals (SBTDC, CEED, FCEDC, etc.).

#### Structure of the Engagement:

The CDF will work with each business to craft a final package, depending on the client's specific needs and growth strategy. Upon meeting agreed-upon performance goals and, assuming compliance with all reporting requirements, companies will be eligible for the CDF's investment to be converted into a grant (see Attachment "A" for additional information).

Should a company fail to meet documentation or performance standards, full repayment of the investment will be required. If not repaid within 30 days of notification, the investment shall convert to a 7-year amortizing loan at prime + 3.75%. Repaid funds will reallocated upon receipt and made available to qualifying businesses.

In most cases:

- The CDF's first preference will be to provide partial or complete funding for the acquisition of capital equipment and inventory (See Attachment "B" for a list of funding priorities).
- On a project-by-project basis, the CDF will consider providing working capital to cover a portion of operational costs associated with secured contracts.
- It is anticipated that most investments will be between \$100,000 and \$750,000.
- Prior to disbursing funds, the CDF and Company will agree to job creation and/or financial performance goals.
- Once performance goals are met, the company's debt may be converted to a grant. Any remaining investment by the CDF will be repaid per the agreement.
- The CDF shall secure their interests through legally binding agreements, ensuring reimbursement should the business or equipment be sold prior to goals being met.
- Client companies will be required to participate in scheduled financial reviews and business counseling sessions while the funds are invested.
- Client businesses will commit to partnering in entrepreneur educational events and educational outreach.



Application, Fund Administration, and Accountability:

#### Applicants:

- Applicant companies must be registered with the State of North Carolina Secretary of State and of good standing.
- The Company and officers shall provide a business plan and three (3) years of certified, CPA prepared financial statements, or similar documentation as may be required to adequately review the capacity of the Company.
- The Company shall be required to create an agreed upon number of new full-time jobs, complying with the laws of North Carolina. The Company shall allow for review of their NCUI 101 forms, as may be required to document employment performance.
- Repayment forgiveness will be offered upon successful verification of the required job creation and satisfaction of all performance criteria.

#### Fund Administration:

- The funds will be administrated by an "Investment Committee" of no less than six members and no more than ten. At inception, two will be appointed by Cumberland County, two appointed by the City of Fayetteville, one appointed by FCEDC, and one appointed by the CDF. The CEO of FCEDC shall serve as an ex-officio, non-voting member.
- Additional members may be added by a vote of the Investment Committee in order to include participation by additional funding partners.
- The CDF shall secure its interests, through reasonable means, which may include promissory notes, deeds of trust, legally binding contracts or other forms of collateral. Should the Company fail to meet conditions set in the Agreement, the CDF shall use all reasonable efforts to facilitate repayment.

#### Accountability:

- The CDF will separately account for all income, expenses and disbursements related to Fund, contracting with a qualified CPA firm for bookkeeping, ensuring compliance and appropriate financial controls.
- Distribution of funds shall require an affirmative vote by a majority of the Investment Committee.
- All funding partners shall receive a "project summary" for each investment approved.
- At a minimum, the CDF shall complete an annual audit, a copy of which shall be provided to the funding partners, for each year during which the Fund is active.
- The above requirements shall be in addition to those set by the State of North Carolina, as a condition of funding.
- If the CDF is unable to secure the committed funds awarded by the State of North Carolina by March 1, 2023, all funds received from the City and County will be returned.





#### "Attachment A"

A primary goal of the fund is to facilitate a net increase in equity for the participating companies while increasing employment in Cumberland County. Upon meeting the criteria below, companies will be eligible to have 100% of the equity investment converted to a grant. The maximum amount eligible for conversion will be determined by the source of funds provided.

In order to receive funds provided by the City of Fayetteville or Cumberland County, Companies shall be required to create an agreed upon number of full-time jobs. The City and County shall provide no more than \$12,500 per job created (\$25,000 combined). In order to qualify for grant conversion, the jobs created (Qualifying Jobs) must be fulltime positions (more than 35 hours per week) and provide the same benefits available to other fulltime employees. The average wage of the jobs created must exceed the Cumberland County Average Wage, as established by the NC Department of Commerce.

As of January 1, 2023, the CDF anticipates the following (assuming compliance with all reporting requirements and performance measures):

#### Funds Received from the City of Fayetteville:

The CDF anticipates receiving \$1.25 million from the City of Fayetteville. Upon documenting the agreed upon number of Qualifying Jobs and maintaining them for an additional six (6) months, up to \$12,500 per Qualifying Job created will qualify for grant conversion.

#### Funds Received from Cumberland County:

The CDF anticipates receiving \$1.25 million from Cumberland County. Upon documenting the agreed upon number of Qualifying Jobs and maintaining them for an additional six (6) months, up to \$12,500 per Qualifying Job created will qualify for grant conversion.

#### Funds Received from the State of North Carolina:

The CDF anticipates receiving \$2.5 million from the State of North Carolina. The CDF will work with the Company to establish project specific performance metrics as requirements for grant conversion.

#### Funds Received from Private Donors and Institutions:

The CDF is actively recruiting additional investments. Repayment will recapitalize the fund for redeployment. Eligibility for grant conversion will vary.

Repayment required in the event of non-performance:

Should the Company fail to create the required number of Qualifying Jobs, cease operations, or otherwise fail to comply with the agreed upon terms, repayment of the investment shall be required within 30 days. If the company is unable to return the funds within 30 days, all outstanding debt will be restructured in to 7-year amortizing loan, fixed at prime +3.75% (rate set as of the day of notification).



#### Attachment "B"

The following are examples of capital investments preferred by the CDF:

- Purchase of machinery and equipment
- Acquisition or Capital Lease of commercial vehicles
- Purchase of computer equipment and/or systems
- Purchase of materials, supplies, furniture, fixtures, or equipment
- Purchase of inventory (not for resale)
- Real estate (except for real estate acquired and held primarily for sale, lease, or investment)
- Improvements and/or expansion of facilities in order to accommodate additional employees



## **City of Fayetteville**

#### City Council Action Memo

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

File Number: 22-3086

Agenda Date: 12/12/2022

Version: 2

Status: Agenda Ready

**File Type:** Public Hearing (Public & Legislative)

In Control: City Council Regular Meeting

Agenda Number: 9.02

- TO: Mayor and Members of City Council
- THRU: Kelly Oliveria Assistant City Manager Dr. Gerald Newton, AICP - Development Services Director Jennifer Baptiste - Planning & Zoning Divisional Manager
- FROM: Chester Green Senior Planner
- DATE: December 12, 2022

RE:

Public Hearing on SN22-002. Consideration of Renaming a Providence Street to JP Swinson Street

#### COUNCIL DISTRICT(S):

4 - D.J. Haire

#### **Relationship To Strategic Plan:**

Growth and Development

#### **Executive Summary:**

The County's staff received a request to rename Providence Street to JP Swinson Street within the City Limits of Fayetteville.

#### Background:

County staff received a request from Vardry Aiken to rename Providence Street to JP Swinson Street. The reason for this street name change request is to honor the legacy of an extraordinary man that contributed so much to his community.

Property owners were notified and given the opportunity for input on the respective road.

#### Issues/Analysis:

County Staff contacted the owners of the parcels that abutted Providence Street. Twenty-eight property owners were contacted, the majority agreed. The County has evaluated the petition and has not found any conflicts or duplications with the proposed name and recommends approval of the name change.

Attached is a copy of the legal description and ordinance officially renaming Providence Street to JP Swinson Street.

#### Budget Impact:

The renaming of this street would cause a minimal impact on the City's budget.

#### Options:

- 1. Approve the renaming of a Providence Street to JP Swinson Street.
- 2. Deny the renaming of the roadway JP Swinson Street.

#### Recommended Action:

Staff recommends Council approve the renaming to JP Swinson Street.

#### Attachments:

- Memo Requesting Street Name Change
- Ordinance

Tracy Jackson Assistant County Manager



Rawls Howard Director

David Moon Deputy Director

### **Planning & Inspections Department**

#### MEMORANDUM

- TO: CHESTER GREEN II, PLANNER II City of Fayetteville, Planning and Code Enforcement Service Department
- FROM: OTIERIA GREEN, E911 STREET NAMING COORDINATOR Cumberland County Planning & Inspection Department
- THRU: RAWLS HOWARD, DIRECTOR Cumberland County Planning & Inspection Department
- DATE: December 12, 2022

## SUBJECT: CONSIDERATION OF RENAMING AN EXISTING STREET TO JP SWINSON STREET

#### **BACKGROUND:**

Our staff received a request from Vardry Aiken to rename Providence Street to JP Swinson Street. The reason for this street name change request is to honor the legacy of an extraordinary man that contributed so much to his community. Staff contacted the owners of the parcels that abutted Providence Street. Twenty-eight property owners were contacted, the majority agreed.

PROPOSED JP SWINSON STREET

#### **RECOMMENDATION/PROPOSED ACTION**

Staff recommends approval of the street name change.

ATTACHMENTS: Case SN0495 Backup Material Type Backup

co.cumberland.nc.us

Amy H. Cannon County Manager

Tracy Jackson Assistant County Manager



Rawls Howard Director

David Moon Deputy Director

### **Planning & Inspections Department**



Historic Cumberland County Courthouse| 130 Gillespie Street| P.O. Box 1829Fayetteville, North Carolina 28301| Phone: 910-678-7600| Fax: 910-678-7631

co.cumberland.nc.us

Ordinance No. NS2022-\_\_\_\_

#### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, TO RENAME PROVIDENCE STREET TO J P SWINSON STREET

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

Section 1. An existing street currently named "Providence Street" shall be renamed to "J P Swinson Street". Said street is to the North and South sides of Pelt Drive which is off Murchison Road.

Section 2. It is the intention of the City Council to rename the street "J P Swinson Street"

to promote and facilitate the orderly provision of mail and City police, fire, and sanitation collection services to all properties that adjoin the renamed street.

Section 3. It is therefore ordained by the City Council of the City of Fayetteville that the provisions of this ordinance are hereby adopted for the benefit, protection, and promotion of the general welfare of the City of Fayetteville and the provision of this ordinance are effective upon adoption this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

CITY OF FAYETTEVILLE

BY:

MITCH COLVIN, Mayor

ATTEST:

PAMELA J. MEGILL, City Clerk



## **City of Fayetteville**

#### **City Council Action Memo**

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

#### File Number: 22-3094

Agenda Date: 12/12/2022

Version: 1

Status: Agenda Ready

**File Type:** Public Hearing (Public & Legislative)

In Control: City Council Regular Meeting

Agenda Number: 9.03

- TO: Mayor and Members of City Council
- THRU: Kelly Olivera, Assistant City Manager
- FROM: Christopher Cauley, MPA Director of Economic and Community Development
- DATE: December 12, 2022

RE:

Public Hearing on Authorization of the Issuance of Private Activity Bonds not to Exceed \$114,000,000 by the Public Finance Authority Relating to Two Mixed Income Housing Developments Located at 1701 Owen Drive and 1944 Cedar Creek Road

COUNCIL DISTRICT(S):

District 2

#### Relationship To Strategic Plan:

Strategic Operating Plan FY 2022 - 2026

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

#### **Executive Summary:**

GoodHomes, Inc., acting as the developer, has partnered with the Community Finance Corporation, a non-profit developer and is requesting the City hold a Public Hearing and adopt a resolution authorizing the issuance of not more than \$114,000,000 in Private Activity Bonds issued by the Public Finance Authority (PFA). The project involves redevelopment of properties located at 1701 Owen Drive and 1944 Cedar Creek Road. Additional details of each development are attached. The issuance of bonds is a transaction between the PFA and the Community Finance Corporation and does not expose the City to any financial risk. City Council is asked to hold a Public Hearing and adopt the resolutions authorizing the issuance of not more than \$114,000,000 in Private Activity Bonds issued by the PFA.

#### Background:

GoodHomes, Inc. is a developer specializing in the adaptive reuse of underperforming hotels by taking once prosperous developments and converting them into vibrant and meaningful communities. The PFA is a governmental entity established under Section 66.0304 of the Wisconsin State Statutes, authorized to issue tax-exempt, taxable, and tax credit conduit bonds for public and private entities throughout all 50 states.

To enable the developer to access municipal lending rates, the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) requires the City provide reasonable public notice (TEFRA notice) and conduct a Public Hearing (TEFRA Hearing). The hearing provides a reasonable opportunity for interested individuals to express their views, either orally or in writing, on the proposed issue of bonds, location, and nature of the project to be financed. The resolution affirms the project locations, the expressed government burdens, and authorizes the applicable elected representative (Mayor) to approve the issuance of the Private Activity Bonds.

#### Issues/Analysis:

The developer has been before City Council for the 1701 Owen Drive property and was granted a conditional rezoning. The 1944 Cedar Creek property has not been to City Council and the Developer believes the current plans will not require additional approvals.

The City of Fayetteville is the governmental unit with the geographic jurisdiction containing both project sites and is required to approve the issuance.

The TEFRA Notice was posted in the Fayetteville Observer on December 2, 2022 to allow for a 10-day notice of the TEFRA Hearing.

#### Budget Impact:

Private Activity Bonds do not involve the City's finances and do not impact the City's borrowing ability.

#### Options:

- Conduct the Public Hearing (TEFRA Hearing) and approve the authorizing resolution,
- Do not Conduct the Public Hearing (TEFRA Hearing) and do not approve the authorizing resolution,
- Direct staff to some other action.

#### Recommended Action:

Conduct the Public Hearing (TEFRA Hearing) and approve the authorizing resolution,

#### Attachments:

GoodHomes, Inc. TEFRA Notice GoodHomes, Inc. TEFRA Resolution GoodHomes, Inc. 1701 Owen Drive Project GoodHomes, Inc. 1944 Cedar Creek Project



services to accommodate speech, hearing, or visual impairments should call the City Clerk's office at 910-433-1989 one week in advance of the meeting so appropriate arrangements can be made. This the 2nd day of Decem-ber 2022. 12/2/22 8124073

NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of Fayetteville, North Carolina (the "City"), on December 12, 2022, at 7:00 p.m. (or as soon thereafter as practica-ble) in the City Council Chambers at 433 Hay Street, in Fayetteville, North Carolina regarding the proposed issuance by the Public Finance Authority (the "Issuer") of its qualified 501(c)(3) bonds, as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the "Code"), in one or more series from time to time pursuant to a plan of financing, in an amount not to exceed \$324,000,000 (the "Bonds"). The public hearing is required by Section 147(f) of the Code. The proceeds from the sale of the Bonds will be used to make a loan to an affiliate of Community Finance Corpo-ration (the "Borrower"), an Arizona nonprofit corpora-tion, in order to pay all or a portion of the costs (a) to acquire and improve essen-tial residential rental hous-ing facilities, together with ancillary retail or commer-cial space, in several states, including two separate facili-ties located in the City (the "Facilities"); (b) to fund any required reserves; (c) to fund capitalized interest on the Bonds, if any; and (d) to finance of the Bonds, the Facilities will be owned by the Borrower and will be located at 1707 Own Drive and 1944 Cedar Creek Road and expected to be acquired



and improved for no more than \$48,000,000 and \$66,000,000, respectively. The Bonds, including the principal of (premium, if any) and interest thereon, do not constitute a debt or a loan of credit or a pledge of the full faith and credit or taxing power of the Issuer or the City. The Bonds shall not constitute, directly or indirectly, or contingently obligate or otherwise constitute a general obligation of or a charge against the general credit of the Issuer or the City but shall be special limited obligations of the Issuer payable solely from the sources provided for in the proceedings for the issuance of the Bonds. At the time set for the public hearing, interested persons will be given a reasonable opportunity to express their views on the merits of the Prolect, the location of the Bonds, the plan of financing or related matters. Individuals desiring to speak at a public hearing shall sign up with the City Clerk, by name and home address, before 7:00 p.m. on the date of the scheduled public hearing by emailing (ity consisttance. Oral remarks may not exceed three minutes in duration. Written comments may be submitted to the City, on behalf of the Issuer, electronically at pamelamegill@FayettevilleNC.gov and via physical delivery at the following address: City Hall, 433 Hay Street, until the time and date of the timing limitations of mail delivery).

DATE OF NOTICE: December 2, 2022 CITY OF FAYET-TEVILLE 8124147

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#### RESOLUTION NO.

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE APPROVING THE ISSUANCE OF ESSENTIAL HOUSING REVENUE BONDS FOR COMMUNITY FINANCE CORPORATION

WHEREAS, the Public Finance Authority (the "Authority") is authorized to issue revenue bonds for the purpose of financing residential rental housing facilities throughout the United States of America; and

WHEREAS, CFC-FNC, LLC and CFC-FNC II, LLC, both affiliates of Community Finance Corporation, an Arizona nonprofit corporation described in Section 501(c)(3) of the Code, have requested that the Authority issue qualified 501(c)(3) bonds, as defined in Section 145 of the Internal Revenue Code of 1986 (the "Code"), under a plan of financing in one or more series issued from time to time, in order to pay the costs of acquiring and improving residential rental housing facilities and related retail or commercial facilities (the "Facilities"), together with funding reserves and paying costs of issuance, including two separate facilities located in the City of Fayetteville, North Carolina (the "City") located at 1707 Owen Drive and 1944 Cedar Creek Road, expected to be acquired and improved for no more than \$48,000,000 and \$66,000,000 (together the "Project"), and to be owned by CFC-FNC, LLC and CFC-FNC II, LLC, respectively; and

WHEREAS, the Facilities will provide necessary affordable, essential and market-rate rental housing within the City; and

WHEREAS, the Borrower is organized exclusively to further the stated charitable purposes of the Community Finance Corporation, which specifically includes, among other purposes, the purpose of lessening the government burdens of erecting, financing and maintaining public buildings, including, without limitation, rental housing; and

WHEREAS, the development, construction and operation of the Facilities will serve the public purposes of providing necessary affordable, essential and market-rate rental housing within the City, promoting economic development and welfare and diversifying the economy of the City, all of which the City hereby finds to be a burden of its local government (collectively, the "Expressed Government Burdens"); and

WHEREAS, the City finds that the development, construction and operation of the Facilities undertaken by the Borrower will actually lessen the Expressed Government Burdens of the City by providing necessary affordable, essential and market-rate rental housing within the City; and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 7 days prior to the date hereof, in a newspaper of general circulation within the City or on the City's website, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 66.0304(11)(a) of the Wisconsin Statutes;

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

<u>Section 1</u>. The above recitals are true and correct.

<u>Section 2</u>. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitutes approval of the Bonds for the purposes of Section 147(f) of the Code and Section 66.0304(11)(a) of the Wisconsin Statutes.

<u>Section 3</u>. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

<u>Section 4</u>. This resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Fayetteville at a regular meeting of

said Council held on the 12<sup>th</sup> day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

## Ramada Plaza / Baymont Inn & Suites



1707 Owen Drive, Fayetteville, NC

#### **Property Summary:**

Asset Name: Address: Title Interest: Total Units: Total NRSF: Year Built/Renovated: # of Stories: Acres: Ramada Plaza / Baymont Inn & Suites 1707 Owen Drive, Fayetteville, NC Fee Simple 255 188,525 1974 / 2017 6 7.08

#### Work Required:

- Property currently has 298 rooms. Due to density restrictions, some units will be combined to an overall 255 apartment count.
- Substantial renovation includes adding kitchens, replacing floors, keeping bathrooms and renovating interior units.
- Property consists of two hotels, the Ramada Plaza and the Baymont Inn & Suites, connected through a convention center with over 30,000 square feet of meeting space.
- Hotels will be acquired vacant, unencumbered by flag & management allowing for conversion process to begin immediately post-closing.
- Property includes retail space, with existing 7,000 SF restaurant currently operating. All in, annual retail income for 2020 reached \$250,000.



UNIT MIX					
Unit Type	# Units	SF/Unit	Rent	PSF	
Studio	205	405	\$900	\$2.22	
1 Bedroom	50	810	\$1,200	\$1.48	
Total / Avg.	255	484	\$959	\$1.98	

#### Financials:

Total Project Cost:	\$22,857,527
Stabilized Valuation:	\$39,000,000
PFA Bond Issuance:	\$48,000,000

## Clarion



## 1944 Cedar Creek Rd, Fayetteville, NC

#### **Property Summary:**

Asset Name:
Address:
Title Interest:
Total Units:
Total NRSF:
Year Built/Renovated:
# of Stories:
Acres:
Address: Title Interest: Total Units: Total NRSF: Year Built/Renovated: # of Stories:

#### Work Required:

- Property currently has 198 rooms. 15 additional lofted units will be built out in front lobby common area, bringing the initial total up to 213 (Phase II). Phase III construction will be construction of new standalone building, bringing the total unit count to 350.
- Property has over 8,770 SF of meeting space which will be converted into new units and tenant amenities, including brand a new fitness center, tenant storage, coworking space, and clubhouse.
- Substantial renovation to units, including adding kitchens, replacing floors, keeping bathrooms and renovating interiors.
- Indoor pool area will be renovated, adding tenant lounge areas and games (pool table, pingpong, etc.). Interior courtyard will be renovated, adding outdoor BBQ and picnic areas.



UNIT MIX					
Unit Type	# Units	SF/Unit	Rent	PSF	
Studio	171	380	\$900	\$2.37	
1 Bedroom	179	600	\$1,200	\$1.83	
Total / Avg.	350	493	\$1,000	\$2.03	

#### Financials:

Total Project Cost:	\$31,352,383
Stabilized Valuation:	\$54,400,000
PFA Bond Issuance:	\$66,000,000



## **City of Fayetteville**

#### **City Council Action Memo**

File Number: 22-3106

Agenda Date: 12/12/2022

Version: 1

Status: Agenda Ready

**Business** 

File Type: Other Items of

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

In Control: City Council Regular Meeting

Agenda Number: 10.01

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

FROM: Lauren Falls, Director of Marketing & Events Cool Spring Downtown District

Ashanti Bennett, Director of Special Projects Cool Spring Downtown District

DATE: December 12, 2022

RE:

Night Circus: A District NYE Spectacular

COUNCIL DISTRICT(S):

#### Relationship To Strategic Plan:

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

#### **Executive Summary:**

For the second consecutive year, the Cool Spring Downtown District (CSDD) is working to present the City's New Years Eve Celebration. Bianca Shoneman, President and CEO of CSDD has prepared an update to share event details as set at this time.

#### Background:

The Night Circus: A District NYE Spectacular returns for its second year in Festival Park. As with the inaugural event, the Night Circus will be filled with a variety of carnival attractions including stilt walkers, fire dancers, roving magicians, lights and color, popular food trucks, a beer garden, live music, and more.

The night will kick off with the NYE District Vibe stage featuring local vocal talent from our community. There is currently an open call for vocalist submissions that closes on

December 5. After those performances warm the stage, a local DJ will continue to build the party on the ones and twos with a lively set of dance music. The dance party will lead right into this year's headliners taking the stage, R & B group Tony! Toni! Tone!

New this year: We have engaged the artistry of a talented light artist to create an immersive projection project that will be set in the center of the event. Along with this immersive experience, we will have bounce houses and a cigar bar in the beer garden.

Production for the event has been secured with local agency, Draughon Brothers, Inc. Private security for build-out and day-of event has been engaged with Staff-1. Fireworks will be managed through Hale Artificier. Staff continue to secure remaining vendors for the event.

Tentative schedule:

7:00 PM: The big tent opens at Festival Park 7:30 - 8:30 PM: District Vibe stage @NYE - Local performers 8:30 - 10:00 PM: DJ TommyGeeMixx DJ Dance Party \* Imagine Circus performers \*Stilt walkers \*Fire Breathers \*Glow in the Dark Hula Hoopers \* Glow in the dark juggling \*Magicians\* Laser show (potential) \*Live Art Demos (Live Ice Sculpting or chainsaw demo) \* Caricature artists and face painters 10:30-11:45 PM: National Touring Headliner-Tony! Toni! Tone! 11:45 PM: Announcements/Thank You's \* Countdown to 2023 12:00 AM: NYE Star lifts into the air; Fireworks 12:05 AM: Tony! Toni! Tone! Closing performance 12:30 AM: Event ends

#### Issues/Analysis:

Type here

#### Budget Impact:

\$165,000 in appropriated General Funds, Police Services, Traffic Services, Parks & Recreation Services

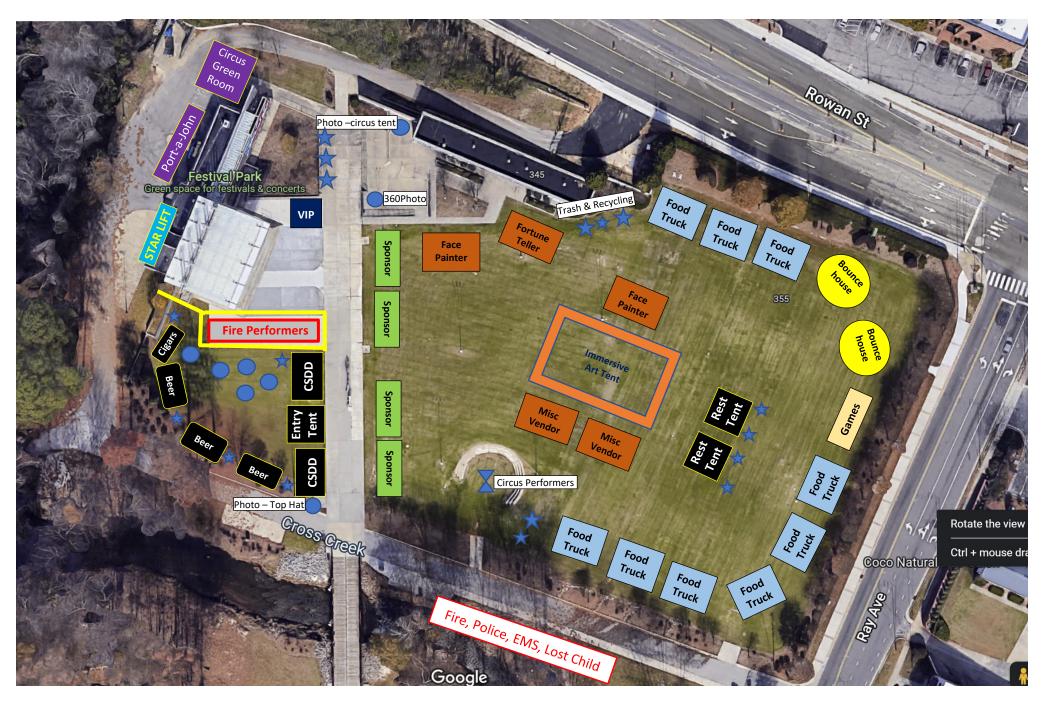
#### Options:

N/A

## Recommended Action: N/A

#### Attachments:

CAM - New Years Update\_Night Circus Map\_2022.pdf (PPT to follow, per B. Shoneman, 11/30/2022)



# AMERICA'S CAN DO CITY





























# Headliner







# New this year

NIGHT CIRCUS: A DISTRICT NYE SPECTACULAR



AMERICA'S CAN DO CITY

CALL FOR VOCALISTS

Send a digital video PERFORMANCE link (no more than 5 minutes long)

TO: SUBMISSIONS@COOLSPRINGFAY.ORG



Guidelines include: no profanity, no overt adult subject matter, upbeat/up-tempo (it's a party, after all!). Deadline for submission: Monday, December 5, 2022 at 5PM



### Digital Video Wall





# See you at the Circus!

Festival Park 12/31/2022



#### **City of Fayetteville**

#### **City Council Action Memo**

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

File Number: 22-3112

Agenda Date: 12/12/2022

Version: 1

Status: Agenda Ready

File Type: Other Items of Business

In Control: City Council Regular Meeting

Agenda Number: 10.02

- TO: Mayor and Members of City Council
- THRU: Douglas J. Hewett, City Manager
- FROM: Adam Lindsay, Assistant City Manager Robert Stone, Construction Management Division Sheila Thomas-Ambat, Public Services Director Chris Cauley, Economic & Community Development Director Brook M. Redding, Special Project Manager

DATE: December 12, 2022

#### RE:

**Fayetteville Forward Bonds - Next Steps** 

COUNCIL DISTRICT(S):

All

#### Relationship To Strategic Plan:

This item supports the City's Mission and Goals of the Council adopted Strategic Plan

#### **Executive Summary:**

The City Council placed a ballot measure seeking authorization of the issuance of up to \$97 million in General Obligation Bonds to support capital investments in public safety, infrastructure, and affordable housing on the November 8, 2022, ballot. Each bond authorization measure was approved by voters at the following percentages.

- Affordable Housing Bond 59%
- Infrastructure Bond 67%
- Public Safety Bond 62%

The Mayor and City Council can now provide initial direction to staff regarding the desired implementation plan.

#### Background:

#### April 28, 2022

• City Council held a special meeting to discuss unfunded needs in the 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 to fund the Housing Trust Fund.

May 9, 2022

• 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, Sidewalks, Connectivity Bonds, and Housing Bonds.

June 27, 2022

• City Council adopted bond orders for \$60,000,000 in Public Safety Improvement Bonds, \$25,000,000 in Streets, Sidewalk, and Connectivity Bonds, and \$12,000,000 in Housing Bonds, and to take several other actions required to proceed with related bond referendums.

August 8, 2022

• City Council conducted a public hearing on the orders for \$60,000,000 in Public Safety Improvement Bonds, \$25,000,000 in Streets, Sidewalk, and Connectivity Bonds, and \$12,000,000 in Housing Bonds.

September 12, 2022

• City Council was briefed and accepted the Bond Education Campaign plan as presented by the Marketing and Communications Department.

September 26, 2022

• City Council adopted a budget ordinance amendment 2023-5 to provide funding for the Fayetteville Forward Bond packaged education and information campaign.

November 8, 2022

• City of Fayetteville residents voted to approve all three bond referendums.

#### Issues/Analysis:

The City Manager's Office established three city staff led working groups to develop a plan to implement the prioritized projects approved by City Council. Each bond working group is tasked to develop the scope, schedule, and cost of the projects funded by the Affordable Housing, Infrastructure, and Public Safety Bonds. The following breakdown provides funding concepts within the individual bonds, as well as a high-level roadmap of the timing and touchpoints with the City Council. Once Council has confirmed the funding structure and priorities, City staff will initiate project planning and follow the high-level roadmap in the attachment.

- 1. Affordable Housing Bond \$12M
  - Housing Development Fund \$9M of the bond is recommended to rental developments using a revolving loan fund for developers

- This program can yield up to 500 new units
- Rental Projects are partnerships; the City can facilitate more but does not control the timing or frequency of projects
- Single Family Development \$1M of the bond is dedicated to developing new single-family homes through established partnerships with nonprofit agencies and developers
  - o This program can yield up to 20 new single-family homes
  - ECD staff estimate an average of 3-4 single family homes per year
- Repair and Rehab Program \$1M of the bond dedicated to the Repair and Rehab program
  - This program can yield support for up to 40 homeowner rehabs
- Down Payment Assistance Program \$1M of the bond is dedicated to the Down Payment Assistance Program to support new homeowners
  - This program can support up to 40 first-time homeowners
  - Estimations can vary as construction, land, and household income are different for each family
- 2. Infrastructure \$25M
  - Street Resurfacing \$15M
    - o Staff estimate that a total of 63 miles of City streets resurfaced.
    - Staff proposes to bring the list of planned street repairs to City Council in February 2023
    - Projects will be selected from the Council-adopted 2022 Pavement Condition Survey
    - Staff recommends expending funds over three years (\$4.9M/yr.)
  - Sidewalks \$8M
    - o Staff estimate a total of 14.5 miles of sidewalk constructed.
    - Staff proposes to bring the list of planned sidewalk projects to City Council in March 2023
    - School / Commercial / Public Facility connectivity, Safety, and Constructability considerations for selections in the Pedestrian plan
  - Bike Plan \$750K
    - Staff estimate a total of three road miles of bicycle lanes
    - Locations will be selected from the Council adopted Bike Plan
  - Intersection Improvements \$1.25M
    - o These projects were funded with ARPA and State Directed Grant funds
    - There are no remaining City maintained intersections identified in the Council adopted Pedestrian Plan
- 3. Public Safety \$60M
  - E911 Dispatch Facility
    - This project will require a complete planning process to include special guidance from City Council
  - Fire Station # 2
    - Once the site has been determined, City staff will plan and further

develop the projects scope, schedule, and budget

- Fire Station # 9
  - o The projects scope, schedule, and budget are in planning with City staff
- Fire Station # 16
  - o The projects scope, schedule, and budget are in planning with City staff

#### Budget Impact:

The \$97M of Bonds will divide as:

- \$12M Affordable Housing
- \$25M Infrastructure
- \$60M Public Safety

#### Options: None at this ti

None at this time.

#### Recommended Action:

Staff recommends Council consensus on the prioritized projects and future meetings to discuss each bonds plan.

#### Attachments:

Type here







### Agenda

- 1. Introduction ACM Lindsay
- 2. Bond Projects Next Steps
  - 1. Housing Bond Chris Cauley, ECD Director
  - 2. Infrastructure Bond Sheila Thomas-Ambat, Public Services Director
  - 3. Public Safety Bond Rob Stone, Construction Management Director



### Housing Bond Budget and Goals

**Rental Development** 

• \$9M yields up to 500 new units (revolving loan)

Single Family Development

• \$1M yields up to 20 new single family homes

Repair and Rehab

• \$1M yields up to 40 homeowner rehabs

Down Payment Assistance

• \$1M yields up to 40 first time homeowners

\*Rental Projects are partnerships, the City can facilitate more but does not control the timing.



### **Council Consensus**

Affordable Housing Bond

- Council Consensus on the funding approach for the Housing Programs?
- Staff will return to City Council in February 2023



## Public Infrastructure

Street Resurfacing - \$15 M

- Streets selected off the City Council adopted 2022 Pavement Condition Survey
- Estimate a total of 63 miles of City streets resurfaced
- Recommend expend funding over a 3 yr. cycle

Sidewalks - \$8 M

- Locations selected from the City Council adopted Pedestrian Plan and CIP.
- Estimate a total of 14.5 miles of constructed sidewalks
- Prioritized Methodology School/Commercial/Public Facility connectivity, Safety, Constructability

Bike Plan (4 areas – Buffered Bike Lane(s)) - \$750 K

- Locations selected from City Council adopted Bicycle Plan
- Estimate 3 Road miles of bicycle lanes
- Prioritized Methodology Connectivity, Safety, Improve Conditions for Bicyclists

Intersection Improvements - \$1.25 M

- These projects were funded with ARPA and State Directed Grant funds
- No remaining City maintained intersections identified in Pedestrian Plan



### **Council Consensus**

Infrastructure Bond

- Council Consensus on staffs recommendation for reallocation from intersection improvements?
- Council Consensus on bond fund distribution across the three lines of effort
- Staff will return to City Council in March 2023



### **Public Safety Bond**

### Prioritized Projects List

Police Department

- 911 Dispatch Facility New facility on new site Fire Department
- Fire Station #16 Replacement facility
- Fire Station #9 Replacement facility
- Fire Station #2 Replacement facility



### **Council Consensus**

Public Safety Bond

- Council Consensus of project prioritization?
- 911 Center Council direction to discuss options and feasibility with Cumberland County?
- Staff will return to City Council in March or April 2023





FayettevilleNC.gov