



City of Fayetteville

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

Meeting Agenda - Final City Council Regular Meeting

Monday, February 10, 2025

6:30 PM

Council Chamber

REVISED

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 ANNOUNCEMENTS AND RECOGNITIONS

5.0 CITY MANAGER REPORT

6.0 APPROVAL OF AGENDA

7.0 PUBLIC FORUM

8.0A CONSENT AGENDA

8.0A1 Approval of Meeting Minutes:
Discussion of Agenda - January 27, 2025
Regular - January 27, 2025

Attachments: [012725 DOAI](#)
 [012725 REG](#)

8.0A2 Construction Update and Adoption of Capital Project Ordinance Amendment to Appropriate Additional Funding for the Tennis Center Project

Attachments: [CPOA 2025-43](#)

8.0A3 Acceptance of Grant Award, and Adoption of Capital Project Ordinance and Capital Project Ordinance Amendment to Appropriate funding for Person & Russell Street Flood Mitigation Project

Attachments: [EMA-2022-BR-001-0036](#)
 [CPO 2025-40](#)
 [CPOA 2025-42](#)

8.0A4 Safe Streets and Roadways for All Grant Agreement Amendment - Revising Schedule

Attachments: [City of Fayetteville SS4A CSAP Schedule 10222024 v1.pdf](#)
[693JJ32340273_Final Draft_redline.pdf](#)
[693JJ32340273_Final Draft_clean.pdf](#)

8.0A5 Auction of 16 Decommissioned City of Fayetteville Assets

Attachments: [Surplus 2025 List](#)

8.0A6 PWC - Phase 5 Annexation Area 32 East Section I - Resolution Confirming Assessment Roll and Levying Assessments

Attachments: [Area 32 East Section I Resolution Confirming Assessment Roll and Levying Ass](#)

8.0A7 PWC - Adopt Resolution of the Fayetteville Public Works Commission to Accept a State Loan Offer Under the Safe Drinking Water Act Amendments of 1996

Attachments: [PWC Resolution PWC2025.02 - Resolution of the FPWC to Accept SLO under City Resolution - acceptance of Award - CITY 2.10.25](#)

8.0B ITEMS PULLED FROM CONSENT

9.0 REPORTS FROM BOARDS AND COMMISSIONS

9.01 Annual Report: Fayetteville-Cumberland Parks and Recreation Commission

Attachments: [2024 Fayetteville-Cumberland Advisory Commission Annual Report](#)

9.02 Firefighter's Local Relief Fund

10.0 PUBLIC HEARINGS (Public & Legislative Hearings)

10.01 Public Hearing on Authorization of the Issuance of Private Activity Bonds not to Exceed \$175,000,000 by the Public Finance Authority Relating to the Acquisition of an Educational Training Facility Located at 3725 Ramsey Street

Attachments: [Lindenwood Education System TEFRA Notice](#)
[Lindenwood Education System TEFRA Resolution](#)

11.0 OTHER ITEMS OF BUSINESS

11.01 Fort Liberty and City of Fayetteville Intergovernmental Service Agreement for Solid Waste

Attachments: [20250206_Liberty Refuse Collection IGSA_TD](#)
[20250206_Liberty Refuse Collection IGSA_PWS](#)

12.0 ADMINISTRATIVE REPORTS

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

12.01 FY 2025 Q2 - Quarterly Report of Downtown Municipal Service District from Cool Spring Downtown District, Inc.

Attachments: [Q2 Report 2025](#)

12.02 City Manager's Update - City Council Agenda Item Requests

Attachments: [1-28-25_CMO-Council Request Tracker_FY25_Accomplished](#)
[1-28-25_CMO-Council Request Tracker_FY25](#)

12.03 Day Resource Center FY25 Second Quarter Administrative Report

Attachments: [Fayetteville Cares FY2025 Second Quarter Report](#)

13.0 ADJOURNMENT

POLICY REGARDING PUBLIC HEARING AGENDA ITEMS

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

CLOSING REMARKS

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

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

COUNCIL MEETING WILL BE AIRED

February 10, 2025 - 6:30 p.m.

Cable Channel 7 and streamed "LIVE" at FayTV.net

Notice Under the Americans with Disabilities Act (ADA):

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





City of Fayetteville

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

City Council Action Memo

File Number: 25-4458

Agenda Date: 2/10/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A1

TO: Mayor and Members of City Council
THRU: Jeffrey Yates, Assistant City Manager
FROM: Jennifer Ayre, MMC, City Clerk
DATE: February 10, 2025

RE:
Approval of Meeting Minutes:
Discussion of Agenda - January 27, 2025
Regular - January 27, 2025

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 dates.

Issues/Analysis:
N/A

Budget Impact:
N/A

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

Recommended Action:

Approve the draft minutes.

Attachments:

Draft minutes

DRAFT

FAYETTEVILLE CITY COUNCIL
DISCUSSION OF AGENDA ITEMS MEETING MINUTES
ST. AVOLD CONFERENCE ROOM, CITY HALL
January 27, 2025
5:30 P.M.

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Malik Davis (District 2); Mario Benavente (District 3); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Courtney Banks-McLaughlin (District 8) (arrived 5:57 p.m.); Deno Hondros (District 9)

Absent: D. J. Haire (District 4)

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Adam Lindsay, Assistant City Manager
Kelly Olivera, Assistant City Manager
Jeffery Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Kevin Dove, Fire Chief
Kemberle Braden, Police Chief
Gerald Newton, Development Services Director
Will Deaton, Planning and Zoning Manager
Sheila Thomas-Ambat, Public Services Director
Loren Bymer, Marketing & Communications Director
Pamela Megill, City Clerk

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

Mayor Colvin asked the Council to review the regular agenda for the January 27, 2025, meeting.

Mayor Colvin asked for an overview of Item 7.0A4 - Adoption of Historic District Design Standards and Associated Text Amendments to the Unified Development Ordinance. Dr. Gerald Newton, Development Services Director, provided an overview of the item.

Council Member Hondros asked for an overview of Item 7.0A7 - Adoption of Special Revenue Fund Project Ordinance to Appropriate the FY24 Edward Byrne Memorial Justice Assistance Grant Award. Police Chief Braden provided an overview of the item.

Council Member Thompson asked for an overview of Item 7.0A6 - Adoption of Budget Ordinance Amendment and Authorization to Accept Grant Funding from North Carolina Amateur Sports. Mr. Michael Gibson, Parks, Recreation and Maintenance Director, provided an overview of the item.

Council Member Benavente stated the legislative text in Item 7.0A8 is a misrepresentation of the entire process. Discussion ensued.

CLOSED SESSION

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

SECOND: Council Member Benavente

VOTE: UNANIMOUS (9-0)

The regular session was recessed at 6:11 p.m. The regular session reconvened at 6:40 p.m.

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

SECOND: Council Member Thompson

VOTE: UNANIMOUS (9-0)

There being no further business, the meeting adjourned at 6:40

DRAFT

p.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk
012725

MITCH COLVIN
Mayor

**FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
JANUARY 31, 2024
6:30 P.M.**

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Malik Davis (District 2); Mario Benavente (District 3); D. J. Haire (District 4) (via TEAMS); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7) (Departed at 6:27 p.m.); Courtney Banks-McLaughlin (District 8); Deno Hondros (District 9)

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Kelly Olivera, Assistant City Manager
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Kemberle Braden, Police Chief
Kevin Dove, Fire Chief
Lisa Harper, Senior Assistant City Attorney
Sonye' Randolph, Assistant City Attorney
Will Deaton, Planning and Zoning Division Manager
Loren Bymer, Market and Communications Director
Dereke Planter, Code Enforcement Supervisor
Craig Harmon, Senior Planner
Kim Toon, Purchasing Manager
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 Christopher Covington, Country Club Drive Church of Christ.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 ANNOUNCEMENTS AND RECOGNITIONS

Mayor Colvin presented the Key to the City to Ms. Pamela Megill, in recognition of her 13 years of devoted interest and untiring commitment to the citizens of Fayetteville as the City Clerk.

5.0 CITY MANAGER REPORT

Mr. Douglas Hewett, City Manager, announced that Ms. Jennifer Ayre, Deputy City Clerk, has been selected as the next City of Fayetteville, City Clerk.

Mr. Kemberle Braden, Police Chief, provided an update on the eight homicides that have taken place in Fayetteville during January of this year. Chief Braden stated despite a dramatic reduction in homicides in 2024, eight homicides occurred in the first 24 days of the new year in the City of Fayetteville. The crimes were not "random acts of violence". The violent start to the year, does not mean that violent crime in the city – which was expected to be lowest in the decade by the end of last year – is increasing again. Like anything else, there is going to be the ebbs and flows of what happens within our community, Braden said. We just must be ready and prepared to adjust the way we handle those things. Chief Braden stated that police

have already solved seven of the eight murders, while detectives are still working on investigating the latest homicide, which occurred during the snowstorm on January 22nd. In each of the cases, the suspect and victims were known to one another Chief Braden said of the solved cases. No juveniles have been involved in the crimes.

City council members congratulated Braden for maintaining the high clearance rates that have characterized his tenure as Police Chief with recent cases.

6.0 APPROVAL OF AGENDA

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

MOTION: Council Member Hondros moved to excuse Council Member McNair from the remainder of the meeting.
SECOND: Council Member Thompson
VOTE: UNANIMOUS (10-0)

7.0A CONSENT AGENDA

MOTION: Mayor Pro Tem Jensen moved to approve the consent agenda with the exception of Items 7.0A4 and 7.0A9.
SECOND: Council Member Banks McLaughlin
VOTE: UNANIMOUS (9-0)

MOTION: Mayor Pro Tem Jensen moved to table Item 7.0A4 - Adoption of Historic District Design Standards and Associated Text Amendments to the Unified Development Ordinance to the February 3, 2025, Work Session.
SECOND: Council Member Thompson
VOTE: UNANIMOUS (9-0)

MOTION: Mayor Pro Tem Jensen moved to table Item 7.0A9 the PWC - Phase 5 Annexation Area 32 East Section I - Resolution Confirming Assessment Roll and Levying Assessments to the February 3, 2025, Work Session.
SECOND: Council Member Thompson
VOTE: PASSED by a vote of 7 in favor to 2 in opposition (Council Members Benavente and Hondros)

7.0A CONSENT AGENDA

7.0A1 Approval of Meeting Minutes:
January 6, 2025 - Work Session
January 13, 2025 - Discussion of Agenda Items
January 13, 2025 - Regular

7.0A2 SUP24-06. Order of Denial - Findings of Fact: Special Use Permit (SUP) to allow a reduction of the separation requirement for a Small Group Home located at 6302 Cool Shade Drive (REID # 0409411717000) and being the property of James L. Conyers Jr Trustee & Kendra Conyers.

7.0A3 SUP24-07. Order of Denial - Findings of Fact: Special Use Permit (SUP) to allow a Large Group Home and the reduction of the separation requirement located at 709 Hay Street (REID #0437259126000) and being the property of J & D Managements LLC.

7.0A4 Adoption of Historic District Design Standards and Associated Text Amendments to the Unified Development Ordinance - tabled to February 3, 2025, Work Session

7.0A5 Uninhabitable Structures: Demolition Recommendations
308 Currie Street District 2

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY OF FAYETTEVILLE, NC, 308 CURRIE STREET, PIN 0437-23-4562. ORDINANCE NO. NS2025-001

822 Varsity Drive District 3

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY OF FAYETTEVILLE, NC, 822 VARSITY DRIVE, PIN 0428-97-5847

5202 Gavins Street District 4

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY OF FAYETTEVILLE, NC, 822 GAVINS STREET, PIN 0418-39-9707

7.0A6 Adoption of Budget Ordinance Amendment and Authorization to Accept Grant Funding from North Carolina Amateur Sports

The City has been awarded the North Carolina Amateur Sports (NCAS) Youth Sports Grant for Youth Football Safety Equipment in the amount of \$20,000.00. This grant will benefit the youth of Fayetteville and Cumberland County. Staff are seeking authorization to accept the grant award and adoption of Budget Ordinance Amendment (BOA) 2025-11 to appropriate the grant funding.

7.0A7 Adoption of Special Revenue Fund Project Ordinance to Appropriate the FY24 Edward Byrne Memorial Justice Assistance Grant Award

The City has been awarded grant funding for the FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. Council is asked to adopt Special Revenue Fund Project Ordinance 2025-16 to accept the grant funding and appropriate \$102,387.00 needed to increase operational efficiency, improve officer safety, and upgrade safety equipment. This grant will be used for safety equipment to include: long-range acoustic device (LRAD), LRAD wireless kit, suppressors for sniper rifles and other firearms, rifle kits, laser aiming modules, spring wound 40mm multi-launchers, free standing 100" breaching frame, barricade bags, digital camera, high-powered concrete saw kits, and a cordless tool combo kit.

7.0A8 Residential Traffic Management Program - Community Engagement Revisions

The City's Residential Traffic Management Program (RTMP) signature collection process was requested by Council to be revised. Based on information provided by staff, Council instructed staff to revise the RTMP to adopt a process to collect signatures through mailed ballots which include a QR code providing more information. With approval of this item, staff will begin to progressively send ballots to the currently open petitions.

7.0A9 PWC - Phase 5 Annexation Area 32 East Section I - Resolution Confirming Assessment Roll and Levying Assessments - tabled to February 3, 2025, Work Session

7.0B ITEMS PULLED FROM CONSENT

8.0 REPORTS FROM BOARDS AND COMMISSIONS

8.01 Fayetteville-Cumberland Human Relations Department and Commission Annual Report

Dr. Donna Pelham, Fayetteville-Cumberland Human Relations Commission Chair, presented this item with the aid of a PowerPoint presentation. Dr. Pelham provided an overview of the following: Partnering with Businesses, Equal Opportunity Transit Oversight, Investigations, Project Management Support, Complaint Resolutions, Diversity, Equity, and Inclusion Training, Community Engagement and Creating and Implementing DEI training modules.

Discussion ensued.

MOTION: Council Member Benavente moved to accept the Fayetteville-Cumberland Human Relations Commission Annual Report

SECOND: Council Member Banks-McLaughlin

VOTE: UNANIMOUS (9-0)

9.0 ADJOURNMENT

There being no further business, the meeting adjourned at 7:54 p.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk
012725

MITCH COLVIN
Mayor



City of Fayetteville

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

City Council Action Memo

File Number: 25-4462

Agenda Date: 2/10/2025

Version: 2

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A2

TO: Mayor and Members of City Council

THRU: Adam J. Lindsay, Assistant City Manager

**FROM: Jeffrey A. Yates, Assistant City Manager, Interim Chief Financial Officer
Michael Gibson, Parks, Recreation and Maintenance Director
Kimberly Leonard, CLGFO, CLGBO, CPA, MPA,
Budget and Evaluation Director**

DATE: February 10, 2025

RE:

**Construction Update and Adoption of Capital Project Ordinance Amendment to
Appropriate Additional Funding for the Tennis Center Project**

COUNCIL DISTRICT(S):

2

Relationship To Strategic Plan:

Type Goal 4 - The City of Fayetteville will be a highly desirable place to live, work and recreate.

Executive Summary:

The general contractor M&E Contracting, Inc. (M&E) has provided the City with a quote to complete the Tennis Center project site work and court construction in the amount of \$2,785,000. The City is currently under contract with M&E Contracting, Inc. for construction of the Tennis Center building. The City would like to amend M&E Contracting, Inc.'s contract to include the additional scopes of work for the sitework and courts, based on M&E Contracting, Inc.'s quote. The contract amendment would require an additional appropriation of \$1,900,000. Council is asked to adopt Capital Project Ordinance Amendment (CPOA) 2025-43 to appropriate the additional \$1,900,000 from the unassigned fund balance from Fund 031, Parks & Recreation Bond Fund, released from closed capital projects.

Background:

On March 15, 2016, Fayetteville voters passed a \$35 million bond referendum for parks and recreation projects including several new projects as well as renovations to a few existing parks and facilities. Since voters approved the bond package, several projects have been completed and several more are currently under construction or under design.

Included in the bond package was a Tennis Center at Mazarick Park. CRA Associates,

Inc. was awarded the site design contract by Council in April 2021 and the Tennis Center Clubhouse (building) design was awarded to Summit Design through an existing General Services Contract.

The site work for the Mazarick Park Tennis Center (including all clearing and grubbing, grading, infrastructure, utilities, stormwater, parking lot, driveway, sidewalks, and landscaping) was awarded by Council on June 13, 2022 to Mohammad Construction. The Tennis Center court construction was also awarded to Mohammad Construction on February 27, 2023. Mohammed Construction left the projects before completion and, subsequently, their contracts were terminated in the spring of 2024.

At Council's direction, the sitework and tennis court projects were formally bid again to complete the remaining work. However, the number of responses were limited and prices were too high (\$6 million), and those bids were rejected.

In the meantime, on November 18, 2025 the third component of this project was awarded to M&E Contracting, Inc. for the construction of the Mazarick Park Tennis Center Building.

Using an informal bidding process, City staff requested and received a proposal from M&E Contracting, Inc., to complete the remaining sitework and tennis court components that the previous general contractor left unfinished. While the quote submitted by M&E Contracting, Inc. is much lower in cost than the formal bids received, there remains a shortfall of available funds within the project budget. If authorized, staff will move unencumbered money from the Parks & Recreation Bond Fund into this project ordinance. This action will give full control of the project to M&E Contracting, Inc. and put the entire project completion schedule for all the remaining components on track for completion near August 2025.

Issues/Analysis:

Current appropriated funding does not cover the cost of the contract amendment for sitework and courts.

Budget Impact:

There is no impact to the General Fund fund balance.

Options:

1. Adopt Capital Project Ordinance Amendment 2025-43 to appropriate the \$1,900,000 needed to allow staff to execute the change order with M&E Contracting, Inc.
2. Do not authorize acceptance of the change order or adoption of Capital Project Ordinance Amendment 2025-43, and provide further direction to staff.

Recommended Action:

Staff recommends that Council adopt Capital Project Ordinance Amendment 2025-43 to appropriate the \$1,900,000 needed to allow staff to execute the change order with M&E Contracting, Inc.

Attachments:

CPOA 2025-43

**CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE 2025-43 (CPO 2020-23)**

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

Section 1. The project change is to Capital Project Ordinance 2020-23, as adopted , January 13th, 2020, for funding the development of a tennis center, including land acquisition, design, construction, and other ancillary costs.

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

Section 3. The following revenues are anticipated to be available to the City to complete the project:

	Listed As	Amendment	Revised
Parks & Recreation Bond Issuance Phase 2	\$ 6,000,000	\$ -	\$ 6,000,000
Unassigned Fund balance in Fund 31 from Closed Projects	-	1,900,000	1,900,000
	\$ 6,000,000	\$ 1,900,000	\$ 7,900,000

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

Project Expenditures	\$ 6,000,000	\$ 1,900,000	\$ 7,900,000
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Section 5. Copies of this capital project ordinance amendment shall be made available to the budget officer and the finance officer for direction in carrying out the 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 10th day of February, 2025.



City of Fayetteville

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

City Council Action Memo

File Number: 24-4394

Agenda Date: 2/10/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A3

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

**FROM: Sheila Thomas-Ambat, Public Services Director
Kimberly Leonard, CLGBO, CLGFO, CPA, MPA,
Budget & Evaluation Director**

DATE: February 10, 2025

RE:

**Acceptance of Grant Award, and Adoption of Capital Project Ordinance and
Capital Project Ordinance Amendment to Appropriate funding for Person &
Russell Street Flood Mitigation Project**

COUNCIL DISTRICT(S):

2

Relationship To Strategic Plan:

Goal 1: Safe and Secure Community

Goal 3: High Quality Built Environment

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

Executive Summary:

The City has been awarded a FEMA Building Resilient Infrastructure and Communities (BRIC) Grant for the Person & Russell Street Flood Mitigation Project. The total Phase 1 project amount is \$3,986,220. This includes a federal share of \$2,657,480, sub-recipient management cost (federal) of \$189,820 and a local match of \$1,138,920. Council is asked to authorize the acceptance of the grant award and to adopt Capital Project Ordinance Amendment (CPOA) 2025-42 to transfer the appropriation of \$1,138,920 of revenue bond funds from Capital Project Ordinance 2025-20, FY25 Stormwater Improvement Plans and Projects, to Capital Project Ordinance 2025-40 for the needed local grant match for the Person & Russell Street Flood Mitigation Project. Council is also asked to adopt Capital Project Ordinance (CPO) 2025-40 to appropriate this funding to the Person & Russell Street Flood Mitigation Project.

Background:

The City of Fayetteville's Stormwater Division applied for and received a FEMA BRIC grant for the Person & Russell Street Flood Mitigation Project. The grant will cover Phase 1 of the project, which includes a detailed survey, design, and pre-construction cost. Upon completion of the Phase 1 deliverables outlined in the grant agreement, Phase 2 (\$17,575,005) for construction will be approved under an additional Grant Agreement.

Issues/Analysis:

The project is located in the eastern edge of the City of Fayetteville and includes the Person St. Bridge located on Person St. between South Kennedy St. and B St., the Russell St. Bridge located on Russell St. between Wayde St. and Old Wilmington Rd, and 4,000 linear feet of stream enhancement work starting from Blounts Creek at South Cool Spring St. to downstream of Person St.

The primary project benefitting area includes residential and non-residential areas of seven census tracts. The majority of the residential population benefitting from the bridge replacements and potential greenway expansions is part of the vulnerable community groups and in addition, 576 structures will see reduced impacts from 100-year storms and lesser events. The project not only serves to protect vulnerable residents, nearby public housing, elderly, and disabled residents as well as other historically marginalized communities, but will connect nearby neighborhoods to existing and planned public space. The project will also provide additional community-wide benefits for 15,500 daily users of the Russell and Person Street bridges, plus avoid loss of service on other local roads. Additional benefits from reduced roadway flooding and impacts to the CSX rail line will also convey beyond the project's direct benefitting area to users of these transportation corridors including along Person St, Russell St, Campbell Ave, Robeson St, Raeford Rd, Whitfield St, and Gillespie St. Further benefits will convey to the Cape Fear River Basin downstream of the project through water quality improvements provided by nature-based and green infrastructure elements of the project.

Of the aforementioned 576 structures impacted, 450 structures, including 384 residential structures, are within tracts 2 and 38; Census Tracts designated as disadvantaged according to the Federal Government's Justice-40 criteria. Of those same 576 structures, 501 structures, including 314 residential structures are located within Census Tracts 2, 6, 17.01, and 38 all with CDC Social Vulnerability Index (SVI) scores above 0.80, all but one of which is above 0.93. An additional structure located in Census Tract 21 with an SVI score of 0.71 will also benefit. Looking closely at Census Tracts 2 and 38, where most of the project benefits will be realized, further supports the benefits to vulnerable community members.

Budget Impact:

There is no impact to the General Fund fund balance.

Options:

- 1) Authorize the acceptance of the grant award, adopt Capital Project Ordinance Amendment 2025-42 to transfer funding to the Person and Russell Street Flood Mitigation Project, and adopt Capital Project Ordinance 2025-40 to appropriate funding for the Person and Russell Street Flood Mitigation Project.

- 2) Do not authorize the acceptance of the grant award, and do not adopt Capital Project Ordinance Amendment 2025-42 or Capital Project Ordinance 2025-40 and provide further direction to staff.

Recommended Action:

Staff recommends that Council move to authorize the acceptance of the grant award, adopt Capital Project Ordinance 2025-42 to transfer funding to the Person and Russell Street Flood Mitigation Project, and adopt Capital Project Ordinance 2025-40 to appropriate funding for the Person and Russell Street Flood Mitigation Project.

Attachments:

EMA-2022-BR-001-0036
CPO 2025-40
CPOA 2025-42

**NORTH CAROLINA
BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES
CAPABILITY AND CAPACITY BUILDING GRANT AGREEMENT**

THIS BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) PLANNING AGREEMENT (the Agreement) is entered into by and between the **State of North Carolina, Department of Public Safety** referred to as the “AGENCY/ GRANTEE”), and the **City of Fayetteville, North Carolina** (hereinafter referred to as the "RECIPIENT/ SUBGRANTEE").

WHEREAS, Congress authorized financial assistance to States and communities for pre-disaster mitigation activities; and

WHEREAS, the Federal Emergency Management Agency recognizes a need to provide States and communities with much needed source of pre-disaster mitigation funding for cost-effective hazard mitigation activities that are part of a comprehensive mitigation program, and that reduce injuries, loss of life, and damage and destruction of property; and

WHEREAS, the Department of Homeland Security and the Federal Emergency Management Agency issued the Notice of Funding Opportunity (NOFO) for the FY 2022 Building Resilient Infrastructure and Communities that makes federal funds available to states, US territories, eligible Indian Tribal governments, and local communities for pre-disaster mitigation activities; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. §166A-19 *et. seq.*, N.C.G.S. §166A-19.41(b)(2)a.3., N.C.G.S. §143B-1000; §203 and §322, 42 U.S.C. 5133 and 5165, respectively, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 *et seq.*, *as amended*, and the Disaster Mitigation Act of 2000, 42 U.S.C. 5131 *et. seq.*, the Disaster Recovery Reform Act of 2018 (DRAA), *et. seq.*, and the National Flood Insurance Program, 42 U.S.C. 4011 *et. seq.* authorizes the relationship as described herein; and

WHEREAS, the RECIPIENT/SUBGRANTEE represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

(1) SCOPE OF WORK

The RECIPIENT/SUBGRANTEE shall fully perform the approved Fiscal Year 2022 Building Resilient Infrastructure and Communities Project, as described in the approved FEMA application as described in Attachment A, in accordance with the scope of work in the approved FEMA application, the estimate of costs indicated in the approved FEMA application, the applicable BRIC Notice of Funding Opportunity (NOFO), attached and incorporated by reference herein, and the terms and conditions of this Agreement. RECIPIENT/ SUBGRANTEE shall not deviate from the approved scope of work and the terms and conditions of this Agreement. RECIPIENT/SUBGRANTEE shall comply with any and all applicable codes and standards in performing work funded under this Agreement and shall provide any appropriate maintenance and security for the project. The project costs were estimated by the RECIPIENT/SUBGRANTEE in the approved FEMA application. The final project costs will be determined according to the policies and procedures in the applicable Notice of Funding Opportunity (NOFO) for the Building Resilient Infrastructure and Communities program and the North Carolina Division of Emergency Management Standard Operating Procedure. **If final Phase 1 project costs exceed the Total Estimated Phase 1 Project Cost, these additional costs will be the responsibility of the RECIPIENT/ SUBGRANTEE and will only increase the Non-Federal Share.**

(2) FUNDING AND INSURANCE

The AGENCY/GRANTEE shall provide Fiscal Year 2022 Building Resilient Infrastructure and Communities Program Funds for costs incurred in performing the Planning Project identified in the approved FEMA application as identified in Attachment A as follows:

A. Building Resilient Infrastructure and Communities Grant Program

	<u>Total Costs</u>
Total Estimated Phase 1 Project Cost:	\$3,796,400.00

B. Funding Sources

1. Approved Federal Share for EMA-2022-BR-001-0036	\$2,657,480.00
2. Estimated Non-Federal Share for EMA-2022-BR-001-0036	\$1,138,920.00
3. Subrecipient Management Costs (Federal)	\$189,820.00

TOTAL FOR: EMA-2022-BR-001-0036 Phase 1 **\$3,986,220.00**

***** Federal project funds not used in Phase 1 are eligible to be rolled over and used in Phase 2.**

Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et seq., *as amended*, and the Disaster Mitigation Act of 2000, 42 U.S.C. 5131 et. seq.; the Disaster Recovery Reform Act of 2018 (DRAA), et. seq; the National Flood Insurance Program, 42 U.S.C. 4011 et. seq.; 2 C.F.R. Part 200; OMB Circular A-87 if applicable, N.C.G.S. §166A-41(b)(2)b., and other applicable Building Resilient Infrastructure and Communities Program (BRIC) guidance.

If funding for the BRIC program project is used for an “infrastructure” project, all iron, steel, manufactured products, and construction materials used in the project must be produced in the United States. The RECIPIENT/SUBGRANTEE must also ensure that all contracts (including purchase orders) subject to the Build America Buy America Act (BABAA) include a required contract clause and self-certification of compliance pursuant to HMA Guidance, 2 C.F.R. 200.322, 2 C.F.R. Part 184, and OMB Memorandum M-24-02, *Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure*.

If funding for the BRIC program project does not involve actual construction but instead involves only planning, engineering, or design work, the Build America Buy America Act (BABAA) does not apply as the project does not involve construction. However, if the project is part of an awarded phased BRIC project that later involves infrastructure construction or if the planning, engineering, or design work contemplates application for a future BRIC program project, the Build America Buy America Act (BABAA) will apply to any subsequent construction of a phased project or will be a requirement for any future BRIC program construction infrastructure project. All planning, engineering, and design work should account for the subsequent BABAA requirement in any planning, engineering, or design work as it applies to the particular project.

The RECIPIENT/SUBGRANTEE shall utilize designated submission platform to obtain reimbursement funds under this Agreement. RECIPIENT/SUBGRANTEE shall not receive funds under this Agreement if it does not submit the appropriate documentation. To receive funds under this Agreement, RECIPIENT/SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management BRIC Program Project Manager. As per Paragraph 12(c) of this Agreement, if RECIPIENT/SUBGRANTEE designates different representatives or designated agents, RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE immediately and update the Designated Agent Form to continue receiving reimbursements.

To receive reimbursement funding under this Agreement, the Designated Agent shall sign and submit the appropriate documentation and forms in designated submission platform. RECIPIENT/SUBGRANTEE shall complete the appropriate required fields in designated submission platform Request for

Reimbursement and submit supporting documentation and forward it to the appropriate Division of Emergency Management Hazard Mitigation Project Manager or Hazard Mitigation Specialist. AGENCY/ GRANTEE will reimburse RECIPIENT/SUBGRANTEE for eligible costs in increments of Five Hundred Dollars (\$500.00) or greater.

The final payment of funds will be made only after the project created pursuant hereto has been completed by the RECIPIENT/SUBGRANTEE and approved by the AGENCY/GRANTEE, submission of all required documentation and a request for final reimbursement.

(3) DUPLICATION OF BENEFITS PROHIBITION

In accordance with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. The RECIPIENT/ SUBGRANTEE shall notify the AGENCY/GRANTEE, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application, and of any entitlement to or recovery of funds from any other source for the Project costs, including, as applicable, Federal, State, local, and private funding. Allowable costs shall be reduced by the amount of duplicate sources available. The RECIPIENT/SUBGRANTEE shall be liable to the AGENCY/GRANTEE to the extent that the RECIPIENT/SUBGRANTEE receives duplicate benefits from any other source for the same purposes for which the RECIPIENT/ SUBGRANTEE has received payment from the AGENCY/GRANTEE.

The RECIPIENT/SUBGRANTEE shall immediately remit to the AGENCY/ GRANTEE any duplication of benefits payment received by the RECIPIENT/ SUBGRANTEE. In the event the AGENCY/GRANTEE determines a duplication of benefits has occurred RECIPIENT/SUBGRANTEE hereby authorizes the Controller of the Department of Public Safety to take offset action against any other available funding due the RECIPIENT/SUBGRANTEE. In addition, RECIPIENT/SUBGRANTEE shall ensure, as a condition of funding under this Agreement, that all required Privacy Act releases and Duplication of Benefit paperwork is completed.

(4) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules regulations, executive orders, policies, procedures, and directives, including but not limited to, those identified in Attachments B, C, and D.

(5) **PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

This Agreement becomes effective upon execution of the signatures of all parties. The date of execution shall be the date of the last signature. This Agreement shall terminate three years after the effective date unless terminated earlier in accordance with the provisions of paragraphs (6), (8), (11), (13) or (17) of this Agreement. The Period of Performance expires on **January 31, 2027**. **All work must be completed by the POP date. Project costs and management costs incurred after the Period of Performance are not eligible for reimbursement.**

If the initial POP is extended, the State will notify the City of such an extension prior to the expiration of the POP and will seek a Modification per Section 6 of this Agreement. If the original POP is not extended, the State will notify the City of the expiration of the POP. In the event the POP is not extended, the City will be required to submit all documents necessary for closeout contemplated under this Agreement within 30 days of the expiration of the POP.

(6) **MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(7) **RECORD KEEPING, PROCUREMENT AND PROPERTY MANAGEMENT**

(a) If applicable, RECIPIENT/SUBGRANTEE's performance under this Agreement shall be subject to 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", Subpart B "General Provisions."

(b) If applicable, all financial and programmatic records, supporting documents statistical records and other records of RECIPIENT/SUBGRANTEE shall be retained pursuant to 2 C.F.R. Part 200 and 9 NCAC Part 3M. All original records pertinent to this Agreement shall be retained by the RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report, whichever is later, with the following exception:

- If any litigation, claim, or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims, or audit findings involving the records have been resolved.

- (c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and other applicable laws and regulations.
- (d) The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

(8) **REPORTS**

- (a) The RECIPIENT/SUBGRANTEE shall provide monthly progress reports through designated submission platform to the AGENCY/GRANTEE, using the Progress Report Form. Progress Reports are due by the tenth of the following month. The approved FEMA application as described in Attachment A, incorporated by reference, includes the timeline and tasks for the work schedule.

In order to complete the project before the end of the period of performance established by FEMA in the FEMA award letter, RECIPIENT/SUBGRANTEE shall provide its Project Management Schedule to the AGENCY/GRANTEE that outlines RECIPIENT/SUBGRANTEE's plan for completion and that track and demonstrate completion of each task listed in the approved FEMA application by the timeframe listed in the approved FEMA application.

The Scope of Work and Budget are listed in the FEMA GO application and Attachment A. RECIPIENT/SUBGRANTEE shall provide its Budget and any budget revisions for the project and for managing the project to AGENCY/SUBGRANTEE. **As noted in Section 2(B) above, there will not be an increase in the awarded Approved Federal Share amount. If final project costs exceed the Total Estimated Project Cost, these additional costs will be the responsibility of the RECIPIENT/SUBGRANTEE and will only increase the Estimated Non-Federal Share.**

RECIPIENT/SUBGRANTEE shall provide a business plan to AGENCY/SUBGRANTEE regarding the method of procurement of contractors and subcontractors to implement the project in the approved application in accordance with 2 C.F.R. Part 200 and other applicable federal, state, and local requirements. RECIPIENT/SUBGRANTEE shall submit a copy of its Procurement Letter to AGENCY/GRANTEE that

identifies the method of procurement and procurement policies and procedures for the procurement of its contractors.

RECIPIENT/SUBGRANTEE shall provide AGENCY/GRANTEE copies of RECIPIENT's procurement document (Invitation For Bids, Request For Proposal, etc.), advertisement of the procurement, responses received, selected or awarded bid or contractor, and contracts.

RECIPIENT/SUBGRANTEE's Project Management Schedule and its Budget are due to AGENCY/GRANTEE forty-five (45) days from the date of execution of the grant agreement. The Project Management Schedule, Budget, Progress Reports, and other reports shall indicate the status and completion date for each project funded, any problems or circumstances affecting completion dates, or the scope of work, or the project costs, and any other factors reasonably anticipated to result in noncompliance with the terms of the grant award. Interim inspections shall be scheduled by the RECIPIENT/SUBGRANTEE prior to the final inspection and may be requested by the AGENCY/GRANTEE based on information supplied in the progress reports.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports or documentation requested by the AGENCY/GRANTEE. The AGENCY/ GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

- (b) RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE with a closeout report on forms provided by the AGENCY/GRANTEE. The closeout report, all outstanding reimbursements requests, and all other financial, performance, and other reports as required by the terms and conditions of the Federal award and this Agreement are due no later thirty (30) days after termination of this Agreement or upon completion of the activities contained in this Agreement or upon the expiration of the Period of Performance, whichever is earlier.
- (c) If all required reports or documentation and copies are not sent to the AGENCY/ GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE, the AGENCY/ GRANTEE may withhold further payments until they are completed or may take such other action as set forth in paragraph (11). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/ SUBGRANTEE if reports are not received within thirty (30) days after written notice by the AGENCY/ GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work contained

in the FEMA GO Subapplication and Attachment A.

- (d) Upon request by the AGENCY/GRANTEE, the RECIPIENT/SUBGRANTEE shall provide such additional program updates, documentation or information as may be required by the AGENCY/GRANTEE.

(9) MONITORING

The RECIPIENT/SUBGRANTEE shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in the FEMA GO Subapplication and Attachment A to this Agreement and incorporated by reference herein.

(10) LIABILITY

- (a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- (b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.
- (c) RECIPIENT/SUBGRANTEE who is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) DEFAULT: REMEDIES: TERMINATION

- a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
1. If any warranty or representation made by the RECIPIENT/SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 2. If any material adverse change shall occur in the financial condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;
 3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect, incomplete or insufficient information;
 4. If the RECIPIENT/SUBGRANTEE has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work found in the FEMA GO Subapplication and Attachment A.
 5. If the necessary funds are not available to fund this agreement as a result of action by the United States Congress, the N.C. General Assembly, or the Office of State Budget and Management.
- (b) Upon the happening of an Event of Default, then the AGENCY/GRANTEE may, at its option, upon written notice to the RECIPIENT/SUBGRANTEE and upon the RECIPIENT/SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following

remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the RECIPIENT/SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;
 2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 3. Withhold or suspend payment of all or any part of a request for payment;
 4. Exercise any other rights or remedies which may otherwise be available under law.
- (c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.
- (d) Termination for Convenience: If this contract contemplates deliveries or performance over a period of time, the AGENCY/GRANTEE may terminate this Agreement at any time by providing fifteen (15) days' notice in writing from the AGENCY/GRANTEE to the RECIPIENT/SUBGRANTEE. In that event, any or all finished or unfinished deliverables prepared by the RECIPIENT/SUBGRANTEE or its contractors or subcontractors under this Agreement shall, at the option of the AGENCY/GRANTEE, become its property. If the Agreement is terminated by the AGENCY/GRANTEE as provided in this section, the AGENCY/GRANTEE shall reimburse for those eligible items for which such option is exercised, less any payment or compensation previously made.
- (e) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

- (f) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (g) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

(12) NOTICE AND CONTACT

- (a) All notices provided under or pursuant to this Agreement shall be in writing, first class, certified mail, return receipt requested, to the representative or designated agent(s) identified below and said notification attached to the original of this Agreement. If the RECIPIENT/SUBGRANTEE designates different representatives or designated agents, RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE immediately and update the Designated Agent Form to continue receiving reimbursements.
- (b) The name and address of the AGENCY/GRANTEE contract manager for this Agreement is:

**NCEM Hazard Mitigation Section
Department of Public Safety
Division of Emergency Management
4238 MSC
Raleigh, NC 27699-4238**

- (c) The name and address of the Representative of the RECIPIENT/SUBGRANTEE (Designated Agent) responsible for the administration of this Agreement is:

**Mailing Address:
Douglas Hewett
City Manager
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301**

Overnight Address:
Douglas Hewett
City Manager
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

If the RECIPIENT/SUBGRANTEE designates different representatives or designated agents, RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE within 30 days and update the Designated Agent Form to continue receiving reimbursements.

(13) OTHER PROVISIONS

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/ GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.
- (b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/ SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/ GRANTEE for any further or subsequent default by the RECIPIENT/ SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/ GRANTEE under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

- (d) All National Flood Insurance Program documentation and repetitive loss information will bear the notice:

“The information contained in this document is legally privileged and confidential. Its use is protected under the Privacy Act of 1974, 5 U.S.C. § 552(a). Use of this information should be restricted to applicable routine use cited in the systems notice published in 56 FR 26415.”

(14) AUDIT REQUIREMENTS

- (a) If applicable, RECIPIENT/SUBGRANTEE shall provide the following completed documentation to the AGENCY/GRANTEE:
- Subrecipient Authorized Representative;
 - State-Applicant Disaster Assistance Agreement;
 - Private Non-Profit Organization Certification (if required);
 - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
 - Monthly Progress Reports;
 - Hard copies of Single Audit Reports within 60 days of close of fiscal year.

If the RECIPIENT/SUBGRANTEE fails to provide any of the documentation discussed or requested in this Agreement, the AGENCY/GRANTEE will be under no obligation to reimburse the RECIPIENT/SUBGRANTEE for eligible expenses.

- (b) The RECIPIENT /SUBGRANTEE agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor’s Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT/SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, and applicable North Carolina laws, rules, and regulations. Further, RECIPIENT/SUBGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 2 C.F.R. §200.339 the AGENCY/ GRANTEE may withhold or suspend payments under any grant award.
- (c) These records shall be available at all reasonable times for inspection, review, or audit by the N.C. State Auditor and other personnel duly authorized by the AGENCY/GRANTEE. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business

hours of 8:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday.

- (d) The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/GRANTEE with the records, reports, or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- (e) The RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE and the Office of the State Auditor with an annual financial audit report. The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE's response to all findings, including corrective actions to be taken.
- (f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/ SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.
- (g) The RECIPIENT/SUBGRANTEE shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report or as indicated in the applicable FEMA BRIC Notice of Funding Opportunity (NOFO), whichever is longer. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(15) SUBCONTRACTS

- (a) If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/ SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.
- (b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/ GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/ GRANTEE within ten

(10) days of execution of said subcontract.

- (d) If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (e) Contractual arrangement shall in no way relieve the RECIPIENT/SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

(16) TERMS AND CONDITIONS

This Agreement and any exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

(17) STANDARD CONDITIONS

The RECIPIENT/SUBGRANTEE agrees to be bound by the following standard conditions:

- (a) The State of North Carolina's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the N.C. General Assembly and is contingent upon U.S. Congress providing Building Resilient Infrastructure and Communities (BRIC) funds for projects.
- (b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.
- (c) If RECIPIENT/SUBGRANTEE requires an extension of the current Period of Performance (POP) for this project, then RECIPIENT/SUBGRANTEE must prepare and submit a Request For Extension to the State Hazard Mitigation Officer no later than ninety (90) days prior to the expiration of the POP for this award. The Request for Extension must be on letterhead, provide all the required information outlined in the applicable FEMA Notice of Funding Opportunity (NOFO) and signed by the Designated Agent.
- (d) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters, or other material subject to the provisions of the N.C. General Statutes and made or received by the Contractor/RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

(18) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully herein.
- (b) In the event of any inconsistency or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- (c) This Agreement includes the following attachments or documents incorporated by reference as if fully set out herein:
 - 1. Attachment A Approved Project Budget & Scope of Work
 - 2. Attachment B Program Statutes and Regulations
 - 3. Attachment C Lobbying Prohibition/Self Certification/BABAA Certification
 - 4. Attachment D Statement of Assurances
 - 5. Attachment E Special Conditions

(19) FUNDING/CONSIDERATION

All funds shall be requested through the appropriate forms and designated submission platform that are provided by the AGENCY/GRANTEE.

(20) LOBBYING PROHIBITION

No funds or other resources received from the State in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. The RECIPIENT/SUBGRANTEE shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). If applicable, the RECIPIENT/SUBGRANTEE must sign and submit to the State the Certification Regarding Lobbying, attached as **Attachment C**, and incorporated by reference herein.

Refer to Attachment C for additional terms and provisions relating to lobbying.

(21) LEGAL AUTHORIZATION

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and

bind RECIPIENT/SUBGRANTEE to the terms of this Agreement. Pursuant to the North Carolina Emergency Management Act, N.C.G.S. §166A-19.41(b)(2)a.3.; §203 and §322, 42 U.S.C. 5133 and 5165, respectively, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et seq., *as amended*, the Disaster Mitigation Act of 2000, 42 U.S.C. 5131 et. seq.; The Disaster Recovery Reform Act of 2018, et seq.; the National Flood Insurance Program, 42 U.S.C. 4011 et. seq.; 44 C.F.R. Parts 201 and 206; communities are eligible to apply for Building Resilient Infrastructure and Communities Grant Program (BRIC). Communities on probation or suspended under 44 C.F.R. Part 60 of the NFIP are not eligible.

(22) ASSURANCES

The RECIPIENT/SUBGRANTEE shall execute and comply with the Statement of Assurances incorporated as Attachment D and any additional assurances included as part of the FEMA GO Subapplication which is incorporated into this Agreement by reference.

(23) SPECIAL CONDITIONS

- (a) The RECIPIENT/SUBGRANTEE shall comply with the special conditions set forth in Attachment E, attached hereto and incorporated by this reference.
- (b) Failure of the RECIPIENT/SUBGRANTEE to comply with the special conditions listed in Attachment E or the program statutes and regulations in Attachments B and D of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement.

(24) HAZARD MITIGATION PLAN

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/SUBGRANTEE shall complete, adopt, and update an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer and in accordance with FEMA and State requirements including but not be limited to, 44 C.F.R. 201.6, 44 C.F.R. 201.3, and NCGS 166A-19.41. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

(25) **PROCUREMENTS AND CONTRACTS**

RECIPIENT/SUBGRANTEE shall follow all federal, state, and local procurement laws including but not limited to those provisions found in 2 C.F.R. §200.318-327. RECIPIENT/SUBGRANTEE shall include the required contract provisions referenced in 2 C.F.R. §200.327 and found in Appendix II to Part 200 in all procurements and contracts.

(26) **FEMA GO SUBAPPLICATION INCORPORATED BY REFERENCE**

All terms, provisions, and agreements set forth in the FEMA GO Subapplication (except to the extent explicitly modified herein) are incorporated herein by reference with the same force and effect as though fully set forth herein.

****REST OF PAGE INTENTIONALLY LEFT BLANK****

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the _____.

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

BY: _____
WILLIAM C. RAY
DIRECTOR & DEPUTY HOMELAND SECURITY
ADVISOR
DIVISION OF EMERGENCY MANAGEMENT
DATE _____

WITNESS:

BY: _____
CASANDRA S. HOEKSTRA
CHIEF DEPUTY SECRETARY ADMINISTRATION
DEPARTMENT OF PUBLIC SAFETY
DATE _____

WITNESS:

BY: _____
DOUGLAS HEWETT
CITY MANAGER
CITY OF FAYETTEVILLE
FEDERAL EMPLOYER I.D. # 56-6000122
DATE _____

APPROVED AS TO PROCEDURES:

BY: _____
SHARON MARSALIS Ph.D., BUDGET DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE _____

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, CHIEF DEPUTY SECRETARY ADMINISTRATION OF THE DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: _____
DEPUTY GENERAL COUNSEL

A-1
ATTACHMENT A

BUDGET AND SCOPE OF WORK

RECIPIENT/SUBGRANTEE shall implement the FY 2022 Building Resilient Infrastructure and Communities Grant Program Plan activity summarized below and as described in the approved Subapplication (EMA-2022-BR-001-0036) in FEMA GO. That Subapplication is incorporated by reference into this Agreement. The AGENCY/GRANTEE shall reimburse eligible costs according to the following expenditures:

A. Building Resilient Infrastructure and Communities Grant Program

	<u>Total Costs</u>
Total Estimated Phase 1 Project Cost:	\$3,769,400.00

The Total Estimated Project Cost is an estimate only. The final Phase 1 project costs will be determined according to the policies and procedures in the applicable Notice of Funding Opportunity (NOFO) for the Building Resilient Infrastructure and Communities program and the North Carolina Division of Emergency Management Standard Operating Procedure. The Total Estimated Project Cost reflects the number provided to NCEM by FEMA in the FEMA award letter. Note this Agreement does not include breakdowns of Federal Share, Non-Federal Share, and Subrecipient Management Cost (SRMC) amounts. **If final Phase 1 project costs exceed the Total Estimated Phase 1 Project Cost, these additional costs will be the responsibility of the RECIPIENT/SUBGRANTEE and will only increase the Estimated Non-Federal Share.**

B. Funding Sources

1. Approved Federal Share for EMA-2022-BR-001-0036	\$2,657,480.00
2. Estimated Non-Federal Share for EMA-2022-BR-001-0036	\$1,138,920.00
3. Subrecipient Management Costs (Federal)	\$189,820.00
TOTAL FOR: EMA-2022-BR-001-0036 Phase 1	\$3,986,220.00

***** Federal project funds not used in Phase 1 are eligible to be rolled over and used in Phase 2.**

A-2
Scope of Work Summary

The City of Fayetteville will utilize project funds to complete the design and engineering required to move forward to Phase 2. No construction activities have been approved for this project. This project will be delivered in accordance with the Scope of Work, Budget, and Schedule outlined in the BRIC2022 Subapplication (EMA-2022-BR-0001-0036) titled “Person & Russell St Bridge and Stream Improvement Project” in FEMA GO. This Subapplication is incorporated into this Agreement by reference.

Approved Phase 1 Budget Items	Amount
Item: Functional Design	\$1,265,500.00
Item: Real Estate Easement Acquisition	\$527,300.00
Item: Permitting	\$316,400.00
Item: Detailed Design	\$1,265,400.00
Item: Engineering Management	\$421,800.00
Total	\$3,796,400.00

Note that any budget line items marked as Phase 1, but not listed above, are not approved at this time. If FEMA determines they are eligible after review of Phase 1 deliverables, they will be approved as part of Phase 2, as they involved ground disturbance.

Phase	Federal Share (Project)	SRMC	Total Federal Share (Project + SRMC)	Non-federal Share	Total Project Cost	Status
1	\$2,657,480.00	\$189,820.00	\$2,847,300.00	\$1,138,920.00	\$3,986,220.00	Approved
2	\$11,716,670.00	\$836,905.00	\$12,553,575.00	\$5,021,430.00	\$17,575,005.00	Pending Approval

Phase 2 is pending approval following the submission and review of Phase 1 deliverables and completion of the Environmental and Historic Preservation (EHP), Technical and Program reviews. Construction or ground disturbing activities cannot start until FEMA issues a Phase 2 approval letter.

The following is the approved Scope of Work (SOW) for Phase 1 for the above referenced project:

The City of Fayetteville will utilize Phase 1 funds to complete the design and engineering required to move forward with Phase 2. The approved scope of work is for **Phase 1 only**, which includes surveying, engineering, design, plans preparation, permitting and bidding for the proposed project. No construction activities for this project have been approved.

The sub-applicant must submit the below Phase 1 deliverables for FEMA’s review and approval. Once all Phase 1 deliverables are received, reviewed, and approved by FEMA, we will send written notification that the Phase 2 work can begin. Starting any Phase 2 work, or any other ground disturbing activities or construction, without FEMA’s written approval could jeopardize the project funding.

Phase 1 Deliverables:

In addition to a complete, detailed scope of work, updated budget, and updated milestones, Phase 1 deliverables should include the below:

- Technical information (engineering design plans, feasibility studies, engineering reports, etc.) demonstrating that the project is feasible to the project design standards (level of protection).
 - H&H Study for the project that identifying potential upstream and/or downstream effects from the proposed project.
 - Hydrologic and hydraulic data/modeling
 - Engineering design (typically 30/60/90) and cost estimate
 - Technical body of information needed to support the desired level of effectiveness/protection or amount of risk reduction.
 - Refinement of the BCA based on the engineering analysis completed in Phase 1.
 - Additional documentation required to support compliance with eligibility, technical feasibility, cost-effectiveness, and EHP requirements.
 - Provide an updated, detailed Scope of Work, including ground disturbance information to detail area and max depth of proposed ground disturbance for each new construction item, methods of construction, staging areas, along with any updated maps of proposed ground disturbance as a Phase 1 deliverable.
 - Provide any new or missing documents such as surveys, plans, drawings, specifications, studies, and additional site photos with descriptions associated with the project.
 - Provide the dates of construction for the three bridges.
 - Any applicable USACE 404, State 401, and 402 North Carolina Department of Environmental Quality (NCDEQ) permitting, authorization, or exemptions documented should be included as a Phase I deliverable. Provide any USACE point of contact information so that FEMA EHP can establish lead agency and share compliance review documents.
 - Local floodplain administrator approval will be required and any supporting documentation such any required approvals, studies, permits, certificates (elevation, no-rise, etc.), and/or any amendments from the appropriate agencies.
 - Other items FEMA determines necessary, as a result of the design process identifying any unforeseen requirements.
 - Optional: utilize the public notice template to draft and post for community comment.
 - Documentation of any public meetings and notifications related to this proposed project.
- NOTE: FEMA EHP is available to provide technical assistance throughout the Phase I designing process. Requests for EHP assistance should be sent to your designated point of contact.

B-1

ATTACHMENT B

PROGRAM STATUTES AND REGULATIONS

The North Carolina Division of Emergency Management as administrators of this Building Resilient Infrastructure and Communities Grant are governed by the following statutes, regulations, procedures, and policies:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et. seq.;
- (2) 44 C.F.R. Parts 7, 9, 18, 25, 60, 201, 206, 44 C.F.R. Part 209, 2 CFR Part 180, 2 C.F.R. Part 200, and any other applicable FEMA policy memoranda and guidance documents;
- (3) Chapter 166A of the N.C. General Statutes, N.C.G.S. § 166A-19 et. seq., “The N.C. Emergency Management Act”;
- (4) State of North Carolina Administrative Plan and policies and procedures of the N.C. Division of Emergency Management;
- (5) The applicable Department of Homeland Security, Federal Emergency Management Agency Notice of Funding Opportunity (NOFO) for BRIC;
- (6) All applicable laws and regulations delineated in Attachments D&E of this Agreement;
- (7) All applicable laws, ordinances, codes, rules, regulations, licensing requirements, and other regulatory matters that are applicable to the work performance under this Agreement, including those of federal, state and local agencies having appropriate jurisdiction.

C-1
ATTACHMENT C

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The RECIPIENT/SUBGRANTEE certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the RECIPIENT/SUBGRANTEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

RECIPIENT/SUBGRANTEE

BY: _____
Douglas Hewett
City of Fayetteville

C-2

Build America, Buy America Act Self-Certification for Contracts and Subcontracts

For FEMA financial assistance programs subject to Build America, Buy America Act (BABAA), contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

The undersigned certifies, to the best of their knowledge and belief, that:

BABAA requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ (Project Name and Location) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The [Contractor or Subcontractor], _Name/Title_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of [Contractor’s or Subcontractor’s] Authorized Official

Name and Title of [Contractor’s or Subcontractor’s] Authorized Official

Date

D-1
ATTACHMENT D

STATEMENT OF ASSURANCES

The RECIPIENT/SUBGRANTEE hereby assures and certifies that:

- (a) It possesses legal authority to enter into this agreement and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the BRIC application to FEMA, including all understandings and assurances contained therein, and directing and authorizing the RECIPIENT/ SUBGRANTEE's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the RECIPIENT/SUBGRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or program assisted under this agreement. The RECIPIENT/SUBGRANTEE shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.
- (d) It will comply with and conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 2 C.F.R. Part 200, and applicable North Carolina laws, rules, and regulations. Additionally, the RECIPIENT/ SUBGRANTEE shall comply with the requirements related to audits and financial management pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq. and shall provide the documentation discussed below and requested under this Agreement. RECIPIENT/ SUBGRANTEE must provide a hard copy of the Single Audit Act Report within sixty (60) days of the close of its fiscal year. Otherwise, 2 C.F.R. 200.339, the AGENCY/SUBGRANTEE may withhold or suspend payments under any grant award. Failure to provide such documentation or to comply with said requirements shall terminate any obligation on behalf of the AGENCY/ GRANTEE to reimburse the RECIPIENT/SUBGRANTEE for eligible expenses.

D-2

(e) *Where applicable, it will comply with:*

(1) **Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 et seq. – In accordance with 29 CFR 5.5(b)(1)-(4):**

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages

and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section; and

- (2) **Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq.**, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (3) **Davis Bacon Act.** The Davis-Bacon and Related Acts (Davis-Bacon Act) require the payment of prevailing wages on certain federally funded or funded construction activities. **The Davis-Bacon Act does not apply to HMA programs, including BRIC, as it is not required by the programs' authorizing statutes.** However, Davis-Bacon Act compliance may be required if HMA funds are used in conjunction with another federal agency's grant, such as Community Development Block Grant Disaster Recovery funding from the Department of Housing and Urban Development or if required by local, tribal, and territorial government laws.
- (4) National Environmental Policy Act of 1969, 42 U.S.C. §4321; et. seq.; EO11991; EO12148; Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et. seq.; Section 176(c) of the Clean Air Act of 1955, 42 U.S.C. §7401 et. seq.; Safe Drinking Water Act of 1974, 42 U.S.C. §300f et. seq.; Endangered Species Act of 1973, 16 U.S.C. §1532 et. seq.; Wild and Scenic Rivers Act of 1968, 16 U.S.C. §1271 et. seq.
- (5) Section 106 of the National Historic Preservation Act of 1966, 54 U.S.C. 306108 (former 16 U.S.C. §470 et. seq.); EO11593; Archaeological and Historic Preservation Act of 1974, 54 U.S.C. 312501 et. seq. (16 U.S.C. §469a-1 et. seq.).
- (6) **Clean Air Act, 42 U.S.C. 7401 et. Seq.** The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the RECIPIENT/SUBGRANTEE and understands and agrees that the RECIPIENT/SUBGRANTEE will, in turn, report each violation as required

to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the RECIPIENT/SUBGRANTEE and understands and agrees that the RECIPIENT/SUBGRANTEE will, in turn, report each violation as required to assure notification to the AGENCY/GRANTEE, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

- (7) **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by RECIPIENT/SUBGRANTEE. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to RECIPIENT/SUBGRANTEE, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(f) ***During the performance of this contract, the RECIPIENT/SUBGRANTEE agrees it will comply with:***

- (1) The RECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex,

sexual orientation, gender identity, or national origin. The RECIPIENT/SUBGRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT/SUBGRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The RECIPIENT/SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The RECIPIENT/SUBGRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the RECIPIENT/SUBGRANTEE's legal duty to furnish information.

(4) The RECIPIENT/SUBGRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The RECIPIENT/SUBGRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The RECIPIENT/SUBGRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The RECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The RECIPIENT/SUBGRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The RECIPIENT/SUBGRANTEE further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, that if the RECIPIENT/SUBGRANTEE so participating is a state or local government, the above equal opportunity clause is not applicable to

any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The RECIPIENT/SUBGRANTEE agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The RECIPIENT/SUBGRANTEE further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- (2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the RECIPIENT/SUBGRANTEE, this assurance shall obligate the RECIPIENT/SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- (3) Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis of race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age); Any prohibition against

discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. 794 (prohibiting discrimination on the basis of handicap); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended;

- (4) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
- (g) The RECIPIENT/SUBGRANTEE agrees to comply with **Titles I, II, III, IV and V of the Americans With Disabilities Act of 1990** (prohibiting discrimination on the basis of disability).
- (h) **The Copeland “Anti-Kickback” Act.** Contractor. RECIPIENT/SUBGRANTEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

Subcontracts. The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

- (i) It will comply with the provision of the Hatch Act, as amended, 5 U.S.C. 1501 et. seq. and 7324 et. seq. which limits the political activity of employees.
- (j) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-156, 87 Section 975, approved December 31, 1973, as amended, 42 U.S.C. 40001 et. seq. Further,

Section 102 and 103 (42 U.S.C. 4012a and 4015) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "uniform Federal Accessibility Standards," (UFAS) 24 C.F.R. Part 40 for residential structures, <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>. The RECIPIENT/SUBGRANTEE will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- (l) The RECIPIENT/SUBGRANTEE will comply with applicable N.C. General Statutes when negotiating contracts for services.
- (m) It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and has adopted and is enforcing a policy of enforcing applicable State and federal laws against physically barring entrance or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction in accordance with section 519 of Public Law 101-144 of the 1990 HUD Appropriations Act.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 91-616) as amended, 21 U.S.C. 1101 et. seq.) relating to nondiscrimination on the basis of drug abuse;
- (p) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. 4541 et. seq.) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- (q) It will comply with 523 and 527 of the Public Health Service Act of 1912 "(42 U.S.C. 290 dd-3 and 290 ee-3)", as amended, relating to confidentiality of alcohol and drug abuse patient records;

- (r) It will comply with Chapter 63 of Title 42, Lead-Based Paint Poisoning Act “(42 U.S.C. 4821 et seq.)” which prohibits the use of lead-based paint in construction of rehabilitation or residential structures;
- (s) It will comply with the **Energy Policy and Conservation Act, 42 U.S.C. §6291 et. seq.**
- (t) In the performance of this Agreement, the RECIPIENT/SUBGRANTEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. See also 2 C.F.R. 200.323.

(u) **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial

or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

- (v) **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- (w) The RECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The RECIPIENT/SUBGRANTEE shall include this provision in any subcontracts.

- (x) RECIPIENT/SUBGRANTEE certifies that it:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal

court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and

- (2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,
 - (4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (y) RECIPIENT/SUBGRANTEE further agrees that it will include the above certifications, without modification, in all lower tier contracts and in all solicitations for lower tier contracts.
- (z) **No Governmental Non-Competes.** RECIPIENT/SUBGRANTEE shall not impose or enforce any non-competition agreement upon the employees included in RECIPIENT/SUBGRANTEE's proposal that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Agreement the RECIPIENT/SUBGRANTEE affirms this condition. This affirmation is a material condition for the State's award of any work under this Agreement.
- (aa) **Program Monitoring.** RECIPIENT/SUBGRANTEE agrees to assist and cooperate with the Federal grantor agency and State or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by the State such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- (bb) **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the RECIPIENT/SUBGRANTEE.

- (cc) **Women and Minority Owned Businesses.** 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and RECIPIENT/SUBGRANTEE to assure that minority and women’s businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.
- (dd) **Personnel.** RECIPIENT/SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by RECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.
- (ee) **Program Fraud and False or Fraudulent Statements or Related Acts.** RECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
- (ff) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

E-1
ATTACHMENT E

SPECIAL CONDITIONS

This agreement shall be executed by the RECIPIENT/SUBGRANTEE, and returned to the AGENCY/GRANTEE at the following address:

NCEM Hazard Mitigation Section
Department of Public Safety
Division of Emergency Management
4238 MSC
Raleigh, NC 27699-4238

This agreement will be executed within thirty (30) days after receipt. All time periods in this Agreement refer to calendar days. After receipt by the AGENCY/GRANTEE of the signed Agreement, the AGENCY/GRANTEE will execute this Agreement and return an original to the RECIPIENT/SUBGRANTEE.

Mailing Address:
Douglas Hewett
City Manager
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

Overnight Address:
Douglas Hewett
City Manager
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

**CAPITAL PROJECT ORDINANCE
ORD 2025-40**

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

Section 1. The authorized project is for the funding of the Person & Russell Street Flood Mitigation Project.

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

Section 3. The following revenues are anticipated to be available to the City to complete the project:

FEMA Building Resilient Infrastructure and Communities (BRIC) Grant	\$ 2,847,300
Revenue Bond Funding - transferred from CPOA 2025-42 FY25 Stormwater Improvement Project	<u>1,138,920</u>
	<u>\$ 3,986,220</u>

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

\$ 3,986,220

Section 5. Copies of this capital project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out the project.

Section 6. The City Manager is hereby authorized and directed to take such action as he may deem necessary or appropriate to execute this ordinance.

Adopted this 10th day of February, 2025.

CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE 2025-42 (ORD 2025-20)

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 authorized project change is for the funding of project management planning of various FY25 stormwater improvement plans and 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:

	<u>Listed As</u>	<u>Amendment</u>	<u>Revised</u>
Transfer from Stormwater Fund	\$ 1,200,000	\$ -	\$ 1,200,000
Revenue Bond Funding	4,900,000	(1,138,920)	3,761,080
	<u>\$ 6,100,000</u>	<u>\$ (1,138,920)</u>	<u>\$ 4,961,080</u>

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

Project Expenditures	<u>\$ 6,100,000</u>	<u>\$ (1,138,920)</u>	<u>\$ 4,961,080</u>
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- Section 5. Copies of this capital project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out the project.
- Section 6. The City Manager is hereby authorized and directed to take such action as he may deem necessary or appropriate to execute this ordinance.

Adopted this 10th day of February, 2025.



City of Fayetteville

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

City Council Action Memo

File Number: 25-4446

Agenda Date: 2/10/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A4

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

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

DATE: February 10, 2025

RE:

**Safe Streets and Roadways for All Grant Agreement Amendment - Revising
Schedule**

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

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

Goal III: The City of Fayetteville will be a city invested in Today and Tomorrow.

Goal V: Be a financially sound city providing exemplary city services.

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

Executive Summary:

The Safe Streets and Roadways for All (SS4A) grant agreement defines a period of performance with a project deadline of February 19th, 2025. Staff are requesting consent for the City Manager to execute the grant amendment to reflect a period of performance ending on July 19th, 2028. The revised date for the final project report would become January 31st, 2026.

Background:

What Is It: Safe Streets and Roadways for All (SS4A) is a plan to work towards eliminating traffic fatalities and severe injuries on the City's roads. It does this with the help of a consultant as well as a taskforce comprised of stakeholders such as Ft. Liberty, NCDOT, and Cumberland County Schools to name a few. This approach works on the concept that one group won't be able to solve the issue alone. Roadway infrastructure alone won't save lives, but it will require safer people, post-crash care, safer speeds, and working together as a community. The first task we're working through is a data analysis to recommend countermeasures for hot spots, while the second is a public engagement plan. There's a myriad of supporting tasks as well, including reviewing our Residential Traffic Management Program, law enforcement strategies to combat aggressive and

unsafe driving behaviors, and a review of our Code of Ordinances and UDO to name a few. Our project schedule, which is attached, is aggressive with a 12-month timeframe, whereas traditional SS4A plans are 18 months or longer. Based on our current project schedule the final project report is scheduled to be completed by September 30th, 2025.

The Issue: The SS4A grant agreement was executed on July 19th, 2023. The period of performance is defined in the grant as 19 months from the date of the grant execution, which puts the project deadline on February 19th, 2025. By this date, the planned action plan must be complete, meaning our final project report. Any work performed after this date will not be reimbursed by the Federal Highway Administration (FHWA). Our final report, the planned action plan, will not be completed by this date.

Proposed Solution: The City's SS4A project manager has discussed extending the period of performance with FHWA and is seeking an amendment to the grant agreement. The City's FHWA contact has indicated a willingness to amending the grant to extend the period of performance. The period of performance being proposed would be 5 years (60 months), putting the project deadline on July 19th, 2028. Revising the period of performance would allow us to revise the scope of work and project schedule to deliver a more complete product, provide a buffer against any unforeseen circumstances such as a grant freeze, and not run afoul of the FHWA deadline. With the period of performance revised, we will also look to shift the draft project report to September 30th, 2025, and final project report to January 31st, 2026 to provide a more comprehensive final product.

The Request: Staff are requesting Council to provide approval to submit a request to FHWA for a grant amendment, and for the City Manager to execute the grant amendment upon receipt. If this extension is not granted by FHWA then work on SS4A for the City will be paused on February 19th, 2025.

As of writing this request and entering it onto the agenda, the grant amendment is still under review by FHWA. The City's FHWA contact has submitted the amendment for approval, and once approval is received, will provide the amendment to the City. The amendment, which is attached, is what was submitted for approval. No revisions to the attached amendment are expected. If council provides consent then the grant amendment will be provided to the City Manager for approval upon receipt from FHWA.

Issues/Analysis:

Safe Streets For All's grant agreement's deadline is approaching and we are requesting an extension.

Budget Impact:

N/A

Options:

Option 1 - Approve the grant amendment submission to FHWA and permit the City

Manager to execute the grant amendment upon receipt from FHWA.
Option 2 - Disapprove and return to staff with direction.

Recommended Action:

Option 1 - Approve Grant Agreement Amendment

Attachments:

City of Fayetteville SS4A CSAP Schedule_10222024_v1.pdf
693JJ32340273_Final Draft_redline.pdf
693JJ32340273_Final Draft_clean.pdf

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the City of Fayetteville(the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Fayetteville Roadway Safety Action Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Fayetteville Safe Streets for All Action Plan

Application Date: September 13, 2022

2.2 Award Amount:

SS4A Grant Amount: \$404, 867

2.3 Award Dates.

Period of Performance End Date: See Section 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Section 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

The award will be used by the City of Fayetteville to develop a comprehensive safety action plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	October <u>September 30, 2025</u> ⁴
Planned Action Plan Completion Date:	February <u>January 31, 2026</u> ⁵
Planned Action Plan Adoption Date:	March <u>February 28, 2026</u> ⁵
Planned SS4A Final Report Date:	May <u>April 30, 2026</u> ⁵

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$404,867
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$0
In-Kind Match:	\$101,216
Other Funds:	\$0
Total Eligible Project Cost:	\$506,083

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$65,900	\$0.00
Fringe Benefits	\$0.00	\$24,176	\$0.00
Travel	\$0.00	\$5,000	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$00.0	\$5,000	\$0.00
Contractual/Consultant	\$360,000	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$44,867	\$1,140	\$0.00
Total Budget	\$404,867	\$101,216	\$506,083

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient’s Unique Entity Identifier.

M7SAWYCADYW1

4.2 Recipient Contact(s).

Brook M. Redding
Special Projects Manager
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301
910-433-1475
brookredding@fayettevillenc.gov

4.3 Recipient Key Personnel.

Name	Title or Position
Virginia Small	Transportation Planner
Brian McGill	Interim Assistant Public Services Director - Transportation City Traffic Engineer
Philip Hart <u>John McNeill</u>	Interim Assistant Public Services Director - Transportation Senior Project Manager - Traffic
Sheila Thomas-Ambat	Director, Public Services
Brook Redding	Special Projects Manager

4.4 USDOT Project Contact(s).

Jessica Rich
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
404 BNA Dr, Ste 508
Nashville, TN 37217
(615) 695-4096
Jessica.rich@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO) and Agreement Specialist (AS)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-5503
Ashley.Cucchiarelli@dot.gov
and

~~John Sullivan~~ [Yolonda Jordan](mailto:Yolonda.Jordan@dot.gov)
Agreement Officer's Representative (AOR)
Division Administrator
North Carolina Division
~~Terry Sanford Federal Building~~
310 New Bern Avenue,
Suite 410
Raleigh, NC 27601-1441
(919) 747-7000
~~john.sullivan@dot.gov~~ Yolonda.Jordan@dot.gov

and

~~Lorraine Moyle~~ [Matt Albee](mailto:Matthew.Albee@dot.gov)
North Carolina Division Office Point of Contact
~~Discretionary Grant Program Coordinator~~ [Safety Engineer](mailto:Matthew.Albee@dot.gov)
310 New Bern Ave, Suite 410
Raleigh, NC 27601
(919) 747-7352
~~Lorraine.moyle@dot.gov~~ Matthew.Albee@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition
and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
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US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

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If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].

- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

**ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Fayetteville Municipal Boundaries

Baseline Measurement Date: November 2023

Baseline Report Date: January 2024

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

**ATTACHMENT B
CHANGES FROM APPLICATION**

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope:

Schedule:

Budget:

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

**ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

Fayetteville will proactively incorporate measures to improve racial equity and reduce barriers to opportunity. This will be achieved by engaging with diverse community stakeholders, conducting thorough equity assessments, and integrating targeted strategies that address the specific needs and challenges faced by underserved populations within the plan's framework.

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. (<i>Describe the materials in the supporting narrative below.</i>)
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

Prior to initiating planning of the Project, the Recipient will undertake pertinent actions to address climate change considerations and environmental justice impacts. These actions will encompass comprehensive assessments, integration of sustainable practices, and the implementation of strategies that prioritize environmental equity and resilience.

**ATTACHMENT E
LABOR AND WORKFORCE**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

x	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ol style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

2. Supporting Narrative.

The City of Fayetteville actively participates in a comprehensive equal opportunity plan at the Local level, focusing on removing barriers to employment, preventing harassment, and promoting an inclusive work environment. The plan includes fair employment goals for women and people of color, non-discriminatory use of criminal background screens, inclusion of individuals with former justice involvement, anti-harassment training, and robust anti-retaliation measures.

ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
X	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

The City of Fayetteville has prioritized the consideration and mitigation of both physical and cyber security risks pertaining to the transportation mode and the specific scale of activities associated with this agreement. Rigorous assessments have been conducted to identify potential vulnerabilities and develop comprehensive strategies to address these risks effectively.

In accordance with 2 CFR 200.216, the City of Fayetteville strictly adheres to the requirements and guidelines outlined. Furthermore, the Recipient ensures compliance with the prohibition on utilizing specific telecommunications and video surveillance services or equipment that may pose security risks.

1. Award No.
693JJ32340273

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.939

4. Award To
City of Fayetteville
Public Services Department
Traffic Services Division
339 Alexander Street
Fayetteville NC 28301

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

Unique Entity Id.: M7SAWYCADYW1
TIN No.: 566001226

6. Period of Performance
Effective Date of Award – 5 Years
(60 Months)

7. Total Amount

Federal Share:	\$404,867
Recipient Share:	\$101,216
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$506,083

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)

10. Procurement Request No.
HSSP230333PR

11. Federal Funds Obligated
\$404,867

12. Submit Payment Requests To
See article 20.

13. Payment Office
See article 20.

14. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.41010.61006600.0000000000.0000000000

15. Description of Project
City of Fayetteville comprehensive safety Action Plan.

RECIPIENT
16. Signature of Person Authorized to Sign

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

Signature Date
Name: Douglas J. Hewett
Title: City Manager

Signature Date
Name:
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the City of Fayetteville(the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Fayetteville Roadway Safety Action Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Fayetteville Safe Streets for All Action Plan

Application Date: September 13, 2022

2.2 Award Amount:

SS4A Grant Amount: \$404, 867

2.3 Award Dates.

Period of Performance End Date: See Section 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Section 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

The award will be used by the City of Fayetteville to develop a comprehensive safety action plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	September 30, 2025
Planned Action Plan Completion Date:	January 31, 2026
Planned Action Plan Adoption Date:	February 28, 2026
Planned SS4A Final Report Date:	April 30, 2026

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$404,867
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$0
In-Kind Match:	\$101,216
Other Funds:	\$0
Total Eligible Project Cost:	\$506,083

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$65,900	\$0.00
Fringe Benefits	\$0.00	\$24,176	\$0.00
Travel	\$0.00	\$5,000	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$00.0	\$5,000	\$0.00
Contractual/Consultant	\$360,000	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$44,867	\$1,140	\$0.00
Total Budget	\$404,867	\$101,216	\$506,083

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient’s Unique Entity Identifier.

M7SAWYCADYW1

4.2 Recipient Contact(s).

Brook M. Redding
Special Projects Manager
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301
910-433-1475
brookredding@fayettevillenc.gov

4.3 Recipient Key Personnel.

Name	Title or Position
Virginia Small	Transportation Planner
Brian McGill	Interim Assistant Public Services Director - Transportation
John McNeill	Senior Project Manager - Traffic
Sheila Thomas-Ambat	Director, Public Services
Brook Redding	Special Projects Manager

4.4 USDOT Project Contact(s).

Jessica Rich
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
404 BNA Dr, Ste 508
Nashville, TN 37217
(615) 695-4096
Jessica.rich@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO) and Agreement Specialist (AS)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-5503
Ashley.Cucchiarelli@dot.gov
and

Yolonda Jordan
Agreement Officer's Representative (AOR)
Division Administrator
North Carolina Division
310 New Bern Avenue, Suite 410
Raleigh, NC 27601
(919) 747-7000
Yolonda.Jordan@dot.gov

and

Matt Albee
North Carolina Division Office Point of Contact
Safety Engineer
310 New Bern Ave, Suite 410
Raleigh, NC 27601
(919) 747-7352
Matthew.Albee@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

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USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition
and Grants Management

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Note: This clause is only applicable to Action Plan Grants.

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Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

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Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

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6.4 There are no other special grant requirements for this award.

**ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION**

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Baseline Measurement Date: November 2023

Baseline Report Date: January 2024

Table 1: Performance Measure Table

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**ATTACHMENT B
CHANGES FROM APPLICATION**

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope:

Schedule:

Budget:

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

**ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

Fayetteville will proactively incorporate measures to improve racial equity and reduce barriers to opportunity. This will be achieved by engaging with diverse community stakeholders, conducting thorough equity assessments, and integrating targeted strategies that address the specific needs and challenges faced by underserved populations within the plan's framework.

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. (<i>Describe the materials in the supporting narrative below.</i>)
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

Prior to initiating planning of the Project, the Recipient will undertake pertinent actions to address climate change considerations and environmental justice impacts. These actions will encompass comprehensive assessments, integration of sustainable practices, and the implementation of strategies that prioritize environmental equity and resilience.

**ATTACHMENT E
LABOR AND WORKFORCE**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

x	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ol style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

2. Supporting Narrative.

The City of Fayetteville actively participates in a comprehensive equal opportunity plan at the Local level, focusing on removing barriers to employment, preventing harassment, and promoting an inclusive work environment. The plan includes fair employment goals for women and people of color, non-discriminatory use of criminal background screens, inclusion of individuals with former justice involvement, anti-harassment training, and robust anti-retaliation measures.

**ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
X	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

The City of Fayetteville has prioritized the consideration and mitigation of both physical and cyber security risks pertaining to the transportation mode and the specific scale of activities associated with this agreement. Rigorous assessments have been conducted to identify potential vulnerabilities and develop comprehensive strategies to address these risks effectively.

In accordance with 2 CFR 200.216, the City of Fayetteville strictly adheres to the requirements and guidelines outlined. Furthermore, the Recipient ensures compliance with the prohibition on utilizing specific telecommunications and video surveillance services or equipment that may pose security risks.



City of Fayetteville

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

City Council Action Memo

File Number: 25-4463

Agenda Date: 2/10/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A5

TO: Mayor and Members of City Council

THRU: Jeffrey Yates, Assistant City Manager and Interim CFO

FROM: City of Fayetteville Fleet Department

DATE: February 10, 2025

RE:
Auction of 16 Decommissioned City of Fayetteville Assets

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

The auction of 16 Decommissioned City of Fayetteville assets aligns with Strategic Plan Goal V: Financially Sound City Providing Exemplary City Services

Executive Summary:

Fleet is currently storing 16 City of Fayetteville Assets that have been decommissioned due to being at the end of their useful lifespan. Decommissioned assets are auctioned via GovDeals. However, these assets have potential returns of \$30,000.00 or more each via auction and therefore require Council approval prior to auction.

Background:

The 16 Vehicles have met their lifespan via age, milage, maintenance costs, and or hours of use, and were therefore decommissioned. As they have been decommissioned the 16 units are not in use by the City of Fayetteville and have already been replaced in the previous capital outlay. Assets are electronically auctioned once decommissioned to return a fraction of the vehicle costs to the City of Fayetteville General fund or Enterprise fund if the asset belonged to an enterprise funded department.

Issues/Analysis:

Fleets analysis shows that the 16 decommissioned vehicles have a possible value of over \$30,000.00, however it is not guaranteed that amount will be received for each item. Were Council not to approve this action the decommissioned vehicles would remain stored and unused on city property. This could lead to a visual eyesore for citizens. Through Fleet's analysis the auctioning of the 16 decommissioned assets would maintain fleet size, prevent fleet creep, stop overcrowding of vehicle locations, and provide funds back to the appropriate city accounts.

Budget Impact:

The act of posting an asset for auction on GovDeals requires no upfront cost to the City of Fayetteville. The entire revenue from the sale is given to the city via check and deposited into the appropriate fund. As each of the 16 assets could possibly reach \$30,000.00 via auction, the city has the possibility of \$480,000.00 returned to the City of Fayetteville in the 2025 Fiscal Year.

Options:

The alternative to placing the assets up for auction would be to maintain possession of the vehicles, in turn increasing maintenance and repair costs, which would also lead to unused vehicles and a decrease in space in city lots.

Recommended Action:

Staff recommend that City Council move to approve the GovDeals electronic auction of the 16 decommissioned assets and authorize the City of Fayetteville Fleet Department to begin the electronic auction process.

Attachments:

Surplus Excel Spreadsheet



Vehicles Requiring Council Approval for Auction

Equipment ID	Year, Make, Model	Body Manufacturer (if applicable)	Description	Serial Number	Age	Maintenance Costs	Miles/ Hours
3066	2004 CAT 315C	n/a	Tracked excavator	CFT00299	21	\$ 4,273.00	5241hrs
3078	2007 NEW HOLLAND B95	n/a	Backhoe with enclosed cab	31057321	18	\$ 19,975.00	7,300 hrs
3100	2008 FORD F750		Asphalt truck	3FRXF75E28V695470	17	\$ 35,200.00	84,182
3131	2012 Freightliner M2-106	Elgin Crosswind	Street Sweeper	1FVACXDT9CHBK4600	13	\$ 28,300.00	55000/5600 hrs on aux
4056	2008 Crane Carrier LET2	Loadmaster	Trash truck, rear loader	1CYCCK4898T048590	17	\$ 70,100.00	92,654
4058	2008 Crane Carrier LET2	Loadmaster	Trash truck, rear loader	1CYCCK4828T048592	17	\$ 45,834.00	57,540
4063	2009 Crane Carrier LET2	Loadmaster	Trash truck, rear loader	1CYCCK4869T049360	16	\$ 48,700.00	38,000
4071	2011 Freightliner M2-106	GS	Trash truck, mini side loader	1FVACWDT6BDAZ7257	13	\$ 122,332.00	120,811
4085	2013 Freightliner 108SD	Heil	Trash truck, mini rear loader	1FVAG5BS5DHFJ2430	12	\$ 199,775.00	152,206
4086	2014 International 7500	Peterson	Knuckle boom truck	1HTWPAZT1EH495832	11	\$ 54,659.00	124,667
4087	2014 International 7500	Peterson	Knuckle boom truck	1HTWPAZT3EH495833	11	\$ 73,363.00	130,667
4092	2014 MACK LEU 613	Labrie	Trash truck, side loader	1M2AU02CXEM008926	11	\$ 534,195.00	71,000
4098	2016 MACK LEU 613	Labrie	Trash truck, side loader	1M2AU02C5GM010294	9	\$ 188,800.00	40,000
4099	2016 MACK LEU 613	Labrie	Trash truck, side loader	1M2AU02C7GM010295	9	\$ 110,330.00	62,460
4100	2016 MACK LEU 613	Labrie	Trash truck, side loader	1M2AU02C9GM010296	9	\$ 176,528.00	79,662
5235	2011 FORD E350 VAN	Goshen	Van chassis with turtle top bus conversion	1FDWE3FL7BDB00599	13	\$ 4,000.00	54,826



City of Fayetteville

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

City Council Action Memo

File Number: 25-4475

Agenda Date: 2/10/2025

Version: 2

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A6

TO: Mayor and Members of City Council

THRU: Timothy L. Bryant, PWC CEO/General Manager
Fayetteville Public Works Commission

FROM: Fayetteville Public Works Commission

DATE: February 10, 2025

RE:
Phase 5 Annexation Area 32 East Section I - Resolution Confirming Assessment Roll and Levying Assessments

COUNCIL DISTRICT(S):
6

Relationship To Strategic Plan:

More Efficient City Government - Cost-Effective Service Delivery.

Executive Summary:

A Public Hearing was held to receive public comment on January 13, 2025. The final step in the assessment process for Area 32 East Section I is to consider adoption of the Resolution Confirming Assessment Roll and Levying Assessments.

Background:

I am enclosing the Resolution Confirming Assessment Roll and Levying Assessments for inclusion on the February 10, 2025, City Council Agenda. The Preliminary Assessment Roll was made available at the City Clerk's office for review by property owners and the Public Hearing was held on January 13, 2025.

As outlined in the Public Hearing and set forth in information previously provided to property owners in the affected area, the sanitary sewer assessment rate for single family residential lots is recommended at \$5,000, which includes both the main and lateral charges. For non-single family residential properties in Area 32 East Section I, a per front foot rate of \$55.56 with a 90 foot minimum plus the area average lateral charge of \$4,207 is recommended.

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

N/A

Recommended Action:

Staff recommends Council move to pass the Resolution Confirming Assessment Roll and Levying Assessments.

Attachments:

Area 32 East Section I Resolution Confirming Assessment Roll and Levying Assessments

**RESOLUTION CONFIRMING ASSESSMENT ROLL
AND LEVYING ASSESSMENTS**

WHEREAS, the City Council of the City of Fayetteville has on January 13, 2025 held a Public Hearing, after due notice as required by law, on the Assessment Roll proposed for the extension of a sanitary sewer collection system to serve all or a portion of the Area 32 East Section I, known as Wendover Place, Hickory Run, Pine Crest, and Pine Ridge Acres to include adjoining streets and development; and

WHEREAS, the City Council has heard all those present who requested to be heard and has found the said Assessment Roll to be proper and correct.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Fayetteville, that:

1. The Assessment Roll for the extension of a sanitary sewer collection system to serve all or a portion of Bittersweet Drive, Crest Street, Dundle Road, Edelweiss Place, King Road, Lakewood Drive, Mesquite Drive, Pleasant Street, Rockfish Road, Stoney Point Road, Tayberry Court, Toggel Avenue, and Westbranch Drive is hereby declared to be correct, and is hereby confirmed in accordance with Chapter 160A, Section 228 of the General Statutes of North Carolina.
2. The City Council of the City of Fayetteville, pursuant to the authority conferred by Article 10 of Chapter 160A of the General Statutes of North Carolina, does hereby levy assessments as contained in the said Assessment Roll. The basis for the utility assessment amounts being as shown on the attached schedule labeled Exhibit "A". A copy of the said Assessment Roll is on file with PWC's Deputy Tax Collector.
3. The City Attorney is hereby directed to deliver to the City Tax Collector the said Assessment Roll.

4. The City Tax Collector is hereby charged with the collection of said assessments in accordance with the procedure established by Chapter 160A, Sections 232 and 233 of the General Statutes of North Carolina.

5. The City Tax Collector is hereby further directed to publish on the 3rd day of March, 2025, or as soon thereafter as possible, the notice required by Chapter 160A, Section 229 of the General Statutes of North Carolina.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 10th day of February, 2025 such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

Mitch Colvin, Mayor

ATTEST:

Jennifer Ayre, City Clerk

Exhibit "A"

Typical single family residential lots computed on per lot basis of \$5,000.

For all other properties, a per front foot rate of \$55.56 with a 90' minimum plus the area average cost for service lateral of \$5,206 shall apply.

Term: To be repaid over a period not to exceed 10 years at an interest rate of 8.00%.



City of Fayetteville

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

City Council Action Memo

File Number: 25-4454

Agenda Date: 2/10/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A7

TO: Mayor and Members of City Council

**THRU: Timothy L. Bryant, CEO/General Manager
Fayetteville Public Works Commission**

FROM: Fayetteville Public Works Commission

DATE: February 10, 2025

RE:

Adopt Resolution of the Fayetteville Public Works Commission to Accept a State Loan Offer Under the Safe Drinking Water Act Amendments of 1996

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

The Fayetteville Public Works Commission has approved a resolution to accept a State Loan Offer Under the Safe Drinking Water Act Amendments of 1996 and requests the City Council to adopt a similar resolution accepting the State Loan Offer under the Safe Drinking Water Act Amendments of 1996.

Background:

The Fayetteville Public Works Commission, during their January 22, 2025, meeting, adopted the attached PWC Resolution - PWC2025.02 and requests the City Council to adopt a similar resolution at its February 10, 2025, meeting.

The North Carolina Department of Environmental Quality (DEQ) offered PWC an amendment to increase the previous State Revolving Loan offer of \$15,719,300 by \$1,571,930 to a total of \$17,291,230 for the construction of the P.O. Hoffer WTP/ Glenville Lake WTP Reliability Improvements project. The loan terms for P.O. Hoffer WTP/ Glenville Lake WTP Reliability Improvements project are 20 years, 1.02% interest and 2% closing fee. To accept the loan offer, PWC and the City of Fayetteville (City) must adopt a resolution accepting the loan in the form provided by DEQ.

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

N/A

Recommended Action:

The Fayetteville Public Works Commission recommends the Fayetteville City Council adopt "Resolution of the City of Fayetteville, North Carolina to Accept a State Loan Offer Under the Safe Drinking Water Act Amendments of 1996" at its February 10, 2025 City Council session.

Attachments:

PWC Resolution PWC2025.02 - Resolution to Accept a SLO Under the Safe Drinking Water Act Amend. of 1996; City Resolution - Resolution to Accept a State Loan Offer Under the Safe Drinking Water Amendment

RESOLUTION OF THE FAYETTEVILLE PUBLIC WORKS COMMISSION TO ACCEPT A STATE LOAN OFFER UNDER THE SAFE DRINKING WATER ACT AMENDMENTS OF 1996

WHEREAS, the Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Fund have authorized the making of loans and/or grants, as applicable, to aid eligible, drinking-water system owners in financing the cost of construction for eligible, drinking-water infrastructure; and

WHEREAS, the North Carolina Department of Environmental Quality (NCDEQ) has amended and increased the previous State Revolving Loan offer of \$15,719,300 by \$1,571,930 to a total of \$17,291,230 for the construction of the P.O. Hoffer WTP/ Glenville Lake WTP Reliability Improvements project (Exhibit A); and

WHEREAS, the Fayetteville Public Works Commission (hereinafter, the "COMMISSION") intends to construct said project in accordance with the approved plans and specifications; and

WHEREAS, the loan terms for P.O. Hoffer WTP/ Glenville Lake WTP Reliability Improvements project are 20 years, 1.02% interest and 2% closing fee.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION THAT:

1. The COMMISSION does hereby accept the amended State Revolving Loan offer of \$17,291,230 as presented in Exhibit A, contingent upon approval of the same by the City Council of the City of Fayetteville pursuant to Charter Section 6A.19.
2. The COMMISSION does hereby give assurance to NCDEQ that all items specified in the loan offer, Section II – Assurances will be adhered to.
3. Timothy L. Bryant, CEO/General Manager of the COMMISSION, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; to execute the promissory note; and to execute such other documents as may be required in connection with the application.
4. The COMMISSION has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.
5. The COMMISSION requests that the City Council of the City of Fayetteville approve this loan pursuant to Charter Section 6A.19 by adopting a Resolution in the form attached hereto.

Adopted this 22nd day of January, 2025.

FAYETTEVILLE PUBLIC WORKS COMMISSION



Christopher Davis, Chairman

ATTEST:



Ronna Rowe Garrett (Jan 24, 2025 12:01 EST)
Ronna Rowe Garrett, Secretary

RESOLUTION OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA TO ACCEPT A STATE LOAN OFFER UNDER THE SAFE DRINKING WATER ACT AMENDMENTS OF 1996

WHEREAS, the Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Fund have authorized the making of loans and/or grants, as applicable, to aid eligible, drinking-water system owners in financing the cost of construction for eligible, drinking-water infrastructure; and

WHEREAS, the North Carolina Department of Environmental Quality (NCDEQ) has amended and increased the previous State Revolving Loan offer of \$15,719,300 by \$1,571,930 to a total of \$17,291,230 for the construction of the P.O. Hoffer WTP/ Glenville Lake WTP Reliability Improvements project (Exhibit A); and

WHEREAS, the City of Fayetteville, NC (hereinafter, the "CITY") intends to authorize the Fayetteville Public Works Commission to construct said project in accordance with the approved plans and specifications; and

WHEREAS, the loan terms for P.O. Hoffer WTP/ Glenville Lake WTP Reliability Improvements project are 20 years, 1.02% interest and 2% closing fee.

NOW THEREFORE BE IT RESOLVED BY THE CITY THAT:

1. The CITY does hereby approve and accept the State Revolving Loan offer of \$17,291,230 as presented in Exhibit A.
2. The CITY does hereby give assurance to NCDEQ that all items specified in the loan offer, Section II – Assurances will be adhered to.
3. Timothy L. Bryant, CEO/General Manager of the Fayetteville Public Works Commission, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; to execute the promissory note; and to execute such other documents as may be required in connection with the application.
4. The CITY has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 10th day of February, 2025; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE, NORTH CAROLINA

Mitch Colvin, Mayor

ATTEST:

Pamela Megill, City Clerk



City of Fayetteville

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

City Council Action Memo

File Number: 25-4434

Agenda Date: 2/10/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Reports From
Boards and Commissions

Agenda Number: 9.01

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

FROM: Michael Gibson, Parks, Recreation and Maintenance Director

DATE: February 10, 2025

RE:
Annual Report: Fayetteville-Cumberland Parks and Recreation Commission

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 4 - The City of Fayetteville will be a highly desirable place to live, work and recreate with thriving neighborhoods and a high quality of life for its citizens.

Executive Summary:

The Fayetteville-Cumberland Parks & Recreation advisory Commission was organized to advise, encourage, council, solicit, inform and promote the dedication and establishment of parks and recreation areas of all sizes and descriptions in all sections of Cumberland County and, in particular, those areas where development is taking place, with the ultimate aim of making neighborhood playgrounds and parks accessible to all residents of the County through donations or dedication of property either perpetually or for a limited term

Background:

N/A

Issues/Analysis:

N/A

Budget Impact:

Type here

Options:

This is an informational report. No decisions are required

Recommended Action:

N/A

Attachments:

N/A

Fayetteville-Cumberland Parks & Recreation Advisory Commission

2024 Annual Report

During calendar year 2024, the Advisory Commission met monthly (with the exception of a July break) and:

- Received an update on smoking and vaping on County property from the Public Health Director
- Provided feedback, at the request of City Council, regarding unaccompanied minors in recreation facilities
- Received an update on the creation of the Fayetteville/Cumberland County Sports Commission from staff at DistiNCtly Fayetteville
- Endorsed the naming of Cross Creek Park in honor of Mayor Beth Finch
- Attended the ribbon cutting for Senior Center East on Washington Drive
- Continued to provide feedback to staff for bond projects and other ongoing capital improvements
- Submitted a letter regarding the need for an Aquatic Center to Fayetteville City Council, Cumberland County Commissioners, Cumberland County Board of Education, and DistiNCtly Fayetteville Board of Directors

Additional capital improvements in 2024:

- Playground at Honeycutt Park (Kiwanis Recreation Center)
- New outdoor basketball courts at Spivey Recreation Center
- Lighting at JD Pone Recreation Center fields
- Completed pickle ball courts at Linden Little River Park
- Paved the walking trails at Massey Hill and Smith Recreation Centers



City of Fayetteville

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

City Council Action Memo

File Number: 25-4455

Agenda Date: 2/10/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Reports From
Boards and Commissions

Agenda Number: 9.02

TO: Mayor and Members of City Council

THRU: Douglas J. Hewett, ICMA-CM

FROM: Kevin Dove, Fire Chief

DATE: February 10, 2025

**RE:
Firefighter's Local Relief Fund**

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Provide Safe and Secure Community

Executive Summary:

This report provides an annual update of the Firefighter's Relief Fund.

Background:

The Firefighter's Relief Fund (FRF) was created through legislative action in 1907 to ensure firefighters that were injured would not become destitute. Funds for the FRF come from a tax levied on insurance policies in North Carolina. Each county in the state receives a portion, which is then divided between the eligible departments there. These funds are designated to be used only for purposes specified through law. Using these monies for non-approved purposes jeopardizes eligibility for future disbursements. Over time, some changes to General Statute have allowed Local Firefighter Relief Funds (LFRF) to use funds for other purposes. Our LFRF is managed by a board consisting of five people. NCGS 58-84-1 dictates that two seats are elected by fire department members from eligible personnel, two appointed by the City Council, and one by the State Fire Marshal. Currently, we oversee a supplemental retirement plan that provides a yearly stipend to retirees. Any firefighter that retires in good standing with at least 20 years of service is eligible. Each year equates to one share, with the value of a share based on funds received that year. Besides the retirement fund, the LFRF Board (LFRB) also receives occasional requests from active personnel that need financial assistance for various reasons. Some requests are allowed automatically with Board approval, while others that fall within certain criteria must be approved by designated personnel with the NC State Firefighters Association (NCSFA). Examples of allowed expenses are costs incurred to manage the fund; firefighter membership dues with the NCSFA are approved with permission.

The LFRB is required to submit financial reports by the end of October annually to the

NCSFA to maintain eligibility. This ensures a layer of oversight that protects the LFRB and provides accountability to an outside party. As part of this process, the NCSFA maintains a surety bond that insures the FRF and LFRB as a whole.

Currently, the LFRB holds some funds in checking and money market accounts. The bulk is held in interest generating investments that keep the retirement fund solvent. As of this submission, there is a combined \$206,121.79 in a Truist checking and money market account, and \$1,459,273.23 invested in funds with Woodmen Insurance.

Current and retired members of the FFD appreciate the City and Council's roles with this board and look forward to your continued support.

Issues/Analysis:

None

Budget Impact:

None

Options:

None

Recommended Action:

None

Attachments:

None



City of Fayetteville

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

City Council Action Memo

File Number: 25-4465

Agenda Date: 2/10/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Public Hearing
(Public & Legislative)

Agenda Number: 10.01

TO: Mayor and Members of City Council

THRU: Kelly Olivera, Assistant City Manager

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

DATE: February 10, 2025

RE:

Public Hearing on Authorization of the Issuance of Private Activity Bonds not to Exceed \$175,000,000 by the Public Finance Authority Relating to the Acquisition of an Educational Training Facility Located at 3725 Ramsey Street

COUNCIL DISTRICT(S):

District 3

Relationship To Strategic Plan:

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

GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.

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

Executive Summary:

Lindenwood Education System, a Missouri nonprofit corporation headquartered in St. Charles, Missouri is requesting the City hold a Public Hearing and adopt a resolution authorizing the issuance of not more than \$175,000,000 in Private Activity Bonds issued by the Public Finance Authority (PFA). The project involves the acquisition of an educational training facility located at 3725 Ramsey Street. The issuance of bonds is a transaction between the PFA and the Borrower and does not expose the City to any financial risk. City Council is asked to hold a Public Hearing and adopt the resolution authorizing the issuance of not more than \$175,000,000 in Private Activity Bonds issued by the PFA.

Background:

Lindenwood Education System, the non-profit parent entity of Lindenwood University and Dorsey College, is excited to announce the newest anticipated addition to the System that will expand its reach to serve more students with the addition of Ancora Education. Ancora is a dynamic career focused group of schools serving nearly 7,000 students annually at its on-ground locations, online, or through its professional training divisions. Ancora has been serving students through technical and skills-based training since 2013 and has become an industry leader in these educational areas. The Borrower is

organized, among other purposes, for the purpose of lessening the government burdens by providing essential operation for educational services. 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 Borrower 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 location, the expressed government burdens, and authorizes the applicable elected representative (Mayor) to approve the issuance of the Private Activity Bonds.

Issues/Analysis:

The City of Fayetteville is the governmental unit with the geographic jurisdiction containing the project site and is required to approve the issuance. The TEFRA Notice was posted in the Fayetteville Observer on January 31, 2025 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 resolution authorizing the issuance of private activity bonds not to exceed \$175,000,000 by the Public Finance Authority relating to the acquisition of an educational training facility Located at 3725 Ramsey Street,
- Do not Conduct the Public Hearing (TEFRA Hearing) and do not approve the resolution authorizing the issuance of private activity bonds not to exceed \$175,000,000 by the Public Finance Authority relating to the acquisition of an educational training facility Located at 3725 Ramsey Street,
- Direct staff to some other action.

Recommended Action:

Conduct the Public Hearing (TEFRA Hearing) and approve the resolution authorizing the issuance of private activity bonds not to exceed \$175,000,000 by the Public Finance Authority relating to the acquisition of an educational training facility Located at 3725 Ramsey Street.

Attachments:

Lindenwood Education System TEFRA Notice

Lindenwood Education System TEFRA Resolution

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) will be held by the City of Fayetteville, North Carolina (the “Fayetteville City”), on Monday, February 10, 2025, at 6:30 p.m., or as soon thereafter as the matter can be heard, in the Council Chambers of City Hall located at 433 Hay Street, Fayetteville, North Carolina. The hearing will be held with respect to a plan of finance for the proposed issuance by the Public Finance Authority (the “Issuer”), a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended, of its Educational Facilities Revenue Bonds (Lindenwood Education System), in one or more issues (collectively, the “Bonds”), in a principal amount not to exceed \$175,000,000, in one or more tax-exempt and/or taxable series.

The Bonds are expected to be issued by the Issuer pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, and the proceeds from the sale of the Bonds will be loaned to Lindenwood Education System (the “Borrower”), a Missouri nonprofit corporation and an organization described in Section 501(c)(3) of the Code that is exempt from tax under Section 501(a) of the Code. The Bonds are expected to be qualified 501(c)(3) bonds, as defined in Section 145 of the Code, and the proceeds of the Bonds will be applied along with other available funds, for the following purposes: (a) to finance, refinance, or reimburse all or a portion of the costs of the acquisition of the Acquired Assets (defined below) from STVT-AAI Education Inc. (the “Company”), (b) to acquire, construct, renovate and make improvements and purchase equipment and furnishings for the Borrower’s existing educational facilities; (c) to fund interest on the Bonds and pay certain start-up working capital costs of the Borrower; (d) to refinance all or a portion of the Borrower’s existing outstanding tax-exempt debt, and (e) to finance costs of issuance of the Bonds (collectively, the “Project”).

The Acquired Assets consist of educational assets and associated operations that relate to the Company’s offering of certificate programs, short courses, professional development courses, one-off courses, high school diplomas and associate and bachelor’s degrees. The educational assets included in the scope of the Acquired Assets include the Company’s (i) operation of 18 accredited campuses with training in the allied health, skilled-trades, business, education and technology fields, (ii) technology for delivering educational programs online; (iii) in-person and online workforce training development programs, (iv) ongoing relationship with its students; (v) existing institutional and programmatic accreditations from nationally recognized accrediting agencies (subject to approval or advance notice where and to the extent required); (vi) trade names recognized among prospective students and alumni; (vii) faculty and industry professionally-developed course curriculum; (viii) goodwill, going concern value, and an assembled workforce; (ix) certain working capital items, and (x) all educational, administrative facilities and equipment, furnishings and related software. The Acquired Assets relate to, benefit, or are otherwise used in an integrated operation for the Company’s provision of educational services in many states.

In the City of Fayetteville, the Acquired Assets relate to, benefit, or are otherwise used in the integrated operation for educational services, including educational assets and associated operations for training and educational programs for Miller-Motte College at the following location: 3725 Ramsey St. in Fayetteville, North Carolina (the “City Assets”). The maximum stated principal amount of the Bonds expected to be issued for the City Assets is \$4,000,000. However, the Borrower, at its discretion, may allocate this entire principal amount of Bond

proceeds to finance all, a part, or none of the City Assets. The Project, including all the Acquired Assets, will be owned, operated and/or managed by the Borrower, Ancora Education Holdings, Inc. and/or one of the Borrower's other affiliates.

THE BONDS WILL NOT CONSTITUTE AN OBLIGATION OF THE CITY, CUMBERLAND COUNTY, OR OF THE STATE OF NORTH CAROLINA OR ANY OTHER AGENCY OR POLITICAL SUBDIVISION THEREOF. The Bonds will be special, limited obligations of the Issuer payable solely from the loan payments to be made by the Borrower to the Issuer, and certain funds and accounts established under the bond indenture(s) for the Bonds.

Any person may appear at such hearing and express his or her views, or may submit his or her views in writing, regarding the proposed Bonds and the location and nature of the Project described herein to be financed with the proceeds of the Bonds. Any written submissions must be sent to [City Hall, 3rd Floor, 433 Hay Street, Fayetteville, North Carolina 28301-5537, Attention: City Clerk or emailed to pamelamegill@fayettevillenc.gov and clearly marked "Lindenwood Education System." Written submissions must be received by 5:00 p.m. the Friday prior to the meeting.]

Dated: January 31, 2025

CITY OF FAYETTEVILLE, NORTH CAROLINA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA APPROVING FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THE ISSUANCE BY THE PUBLIC FINANCE AUTHORITY OF NOT TO EXCEED \$175,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS EDUCATIONAL FACILITIES REVENUE BONDS (LINDENWOOD EDUCATION SYSTEM), SERIES 2025A

WHEREAS, the Public Finance Authority (the “Issuer”) proposes to issue its Educational Facilities Revenue Bonds (Lindenwood Education System), Series 2025A (the “Bonds”) in an aggregate principal amount not to exceed \$175,000,000, and to loan the proceeds from the sale of the Bonds to Lindenwood Education System, a Missouri non-profit corporation (the “Borrower”), to provide for a plan of financing of the costs of the Project (defined below), a portion of which relates to, benefits, or is otherwise to be located in the City of Fayetteville, North Carolina (the “City”), as further described in the hereinafter defined Notice of Public Hearing, a copy of which is attached hereto;

WHEREAS, the Bonds will be issued in a maximum principal amount of \$175,000,000, and the proceeds of the Bonds will be applied by the Borrower to finance the Project, which consists of the use of such proceeds (a) to finance, refinance or reimburse all or a portion of the costs of the acquisition of the Acquired Assets (defined in the Notice of Public Hearing) from STVT-AAI Education Inc. (the “Company”); (b) to acquire, construct, renovate and make improvements and purchase equipment and furnishings for the Borrower’s existing educational facilities; (c) to fund interest on the Bonds and pay certain start-up working capital costs of the Borrower; (d) to refinance all or a portion of the Borrower’s existing outstanding tax-exempt debt, and (e) to finance costs of issuance of the Bonds (collectively, the “Project”);

WHEREAS, prior to the issuance of the Bonds, the public hearing and approval requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), require that the City, being the governmental unit having jurisdiction over the area which a portion of the Project relates to, benefits, or is otherwise to be located, approve the issuance of the applicable portion of the Bonds, after public hearing following reasonable notice;

WHEREAS, upon request of the Borrower, a Notice of Public Hearing was published in *The Fayetteville Observer* on January 31, 2025 (the “Notice of Public Hearing”), a copy of which Notice of Public Hearing is attached hereto and made a part of this Resolution;

WHEREAS, following the publication of such Notice of Public Hearing, a public hearing with respect to the Bonds and the location and nature of the Project described in such Notice of Public Hearing (the “Public Hearing”) was held by the City, pursuant to Section 147(f) of the Code, on February 10, 2025, at 6:30 p.m. (or as soon thereafter as the matter could be heard), in the Council Chambers of City Hall located at 433 Hay Street, Fayetteville, North Carolina;

WHEREAS, the Notice of Public Hearing provides that in the City, the Acquired Assets (defined in the Notice of Public Hearing) relate to, benefit, or are otherwise used in the integrated operation for educational services, including educational assets and associated operations for training and educational programs for Miller-Motte College at the following location: 3725

Ramsey St. in Fayetteville, North Carolina (the “City Assets”), and that the maximum stated principal amount of the Bonds expected to be issued for the City Assets is \$4,000,000.

WHEREAS, the Notice of Public Hearing indicates that the Project will be owned and operated by the Borrower, Ancora Education Holdings, Inc. and/or one of the Borrower’s other affiliates;

WHEREAS, the Bonds are to be issued in one or more series or sub-series, from time to time, and the Issuer intends to issue one or more series or sub-series of Bonds not later than one year from the date of adoption and approval of this Resolution;

WHEREAS, the Bonds will not be a debt, obligation or liability of the City, Cumberland County or the State of North Carolina or any agency or political subdivision thereof;

WHEREAS, the Bonds will constitute a special, limited obligation of the Issuer, payable solely out of the revenues and other funds pledged and assigned for their payment in accordance with one or more loan agreements each between the Borrower and the Issuer and one or more indentures pursuant to which the Bonds are issued; and

WHEREAS, it is intended that this Resolution shall constitute approval by the City Council as required by, and solely for the purposes of, Section 147(f) of the Code, as to the issuance of the applicable portion of the Bonds to finance the portion of the Project located in the City, the City Assets, as described in the Notice of Public Hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, as follows:

1. Solely for the purpose of satisfying the requirements of Section 147(f) of the Code, the issuance of the applicable portion of the Bonds by the Issuer and the related plan of finance to provide funds to finance the portion of the Project located in the City, the City Assets, is hereby approved.

2. The Bonds shall not constitute a debt, obligation or liability of the City, Cumberland County, or of the State of North Carolina or any other political subdivision thereof, and none of the City, Cumberland County, or the State of North Carolina or any other political subdivision thereof shall be obligated for the payment of the Bonds, for the manner or extent to which the proceeds from the sale of the Bonds are expended or allocated or for any aspect whatsoever of the Project.

ADOPTED AND APPROVED this 10th day of February, 2025.

Mayor

ATTEST:

City Clerk

Approved as to Form: _____, City Attorney

ATTACHMENT: NOTICE OF PUBLIC HEARING



City of Fayetteville

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

City Council Action Memo

File Number: 25-4470

Agenda Date: 2/10/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Other Items of
Business

Agenda Number: 11.01

TO: Mayor and Members of City Council

THRU: Jodi W. Phelps, Assistant City Manager

FROM: Brook M. Redding, Special Projects Manager

DATE: February 10, 2025

RE:
Fort Liberty and City of Fayetteville Intergovernmental Service Agreement for Solid Waste

COUNCIL DISTRICT(S):
ALL

Relationship To Strategic Plan:

This item supports the following Strategic Goals:

- II: Responsive City Government Supporting a Diverse & Viable Economy
- III: Invested in Today and Tomorrow
- V: Financially Sound City
- VI: Collaborative Citizen and Business Engagement

Executive Summary:

The City of Fayetteville has a long and deep connection to our military as home to Fort Liberty, North Carolina (FLNC). At the October 2024 Work Session, Council provided consensus for staff to pursue the expansion of our intergovernmental services agreement (IGSA) with Fort Liberty to include Solid Waste and other opportunities to create efficiencies in service delivery.

City staff and the United States Army Garrison, FLNC, have reached an agreement presented to Council for approval for the City to manage solid waste collection services for the installation. The agreement includes payment to the City for operational costs, disposal fees, administrative and oversight fees and other direct costs of program management.

The total cost to the installation to provide this service annually will be \$6,008,250.78 with provisions for cost adjustment due to inflation. This initial term of the agreement will be renewed annually for up to 10 years. With Council's approval of the IGSA, staff will bring back a contract with a highly qualified commercial municipal solid waste provider selected to perform the services for FLNC.

Background:

IGSAs are agreements between the Army and a state or local government that serve the

best interests of both parties and improve installation support services for Mission, Soldier, and Family Readiness. For the military, the IGSA is a cost-effective and efficient way of providing necessary goods and services to the installation while also strengthening and investing in their host communities.

IGSA partnerships across the nation include unique relationships between installations and local government units for services such as construction and engineering, solid waste, yard maintenance, roof repair, facility maintenance, janitorial, among many others. The immediate benefits to the military are the removal of Federal Acquisition Regulation (FAR) requirements in contracting and a long-term commitment for service provision. IGSA's have, on average, provided the military with a 30% cost reduction in services and provided additional revenue opportunities to the local government to reinvest in the host community.

The City has been exploring IGSA partnerships with FLNC over the last decade and has an existing agreement with FLNC to provide janitorial support to the Airborne and Special Operations Museum. The Department of Defense Installation Management Command, Fort Liberty Garrison Commander and Fort Liberty DPW have been in communication with the City over the course of the last 12 months regarding additional services the City and installation can partner on to creating efficiencies in service for Fort Liberty while maximizing their impact to their host community.

Following the October 2024 Work Session where Council provided unanimous consensus to move forward with the development of an IGSA with FLNC for Solid Waste and other services, the City issued an RFP in November 2024 to identify available providers capable of performing the work and related costs to do the work that guided the evaluation of existing capacity and development of a management structure for the services

Issues/Analysis:

The approval of the IGSA with FLNC will mark the City's second IGSA partnership, the first being ASOM janitorial which was signed in December 2013 that was expanded in 2021 to include grounds maintenance. This expanded relationship is key to achieving Council's priority of strengthening our military partnerships as the "Largest Neighbor to the Largest Military Installation in the World."

Under this IGSA for Solid Waste Management Services, the City will become responsible for commercial solid waste collection on the installation on an annual basis. This will be a contract for a 1-year term that renews every year up to the 10-year limit. FLNC will agree to pay the City monthly for services rendered with the total cost of \$6,008,250.78 . This includes collection operations, disposal fees, and direct and indirect costs for program management. The City will assume collection services beginning March 26, 2025.

The City will contract with a highly qualified vendor that has more than two decades of experience with defense, municipal, education and commercial solid waste collection. To effectively manage the contract, the City will ensure staff are in place to ensure

exceptional service. Once the Solid Waste IGSA partnership is fully operational, City staff will seek to continue exploring additional opportunities for added services in an effort to better support our military neighbors

Budget Impact:

Services will be provided to FLNC for the cost of \$6,008,250.78. All direct and indirect costs associated with management of the IGSA and subordinate contracts are covered.

Options:

1. Approve the IGSA transaction document with FLNC to initiate the management of solid waste services on the installation and direct staff to bring the service provider contract for approval.
2. Request additional information and provide alternative direction to staff.

Recommended Action:

Approve the IGSA transaction document with FLNC to initiate the management of solid waste services on the installation

Attachments:

- 20250506_Liberty Refuse Collection IGSA_TD.pdf
- 20250506_Liberty Refuse Collection IGSA_PWS.pdf



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS UNITED STATES ARMY GARRISON, FORT LIBERTY
2175 ROCK MERRITT AVE
FORT LIBERTY, NC 28310-5000

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)

BETWEEN

UNITED STATES ARMY GARRISON, FORT LIBERTY, NC

AND

CITY OF FAYETTEVILLE, NC

FOR

SOLID WASTE MANAGEMENT SERVICES

IGSA NUMBER (IGSA-A60RB-24-DPW-008)

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between United States Army Garrison-Fort Liberty (USAG-Fort Liberty) and the City of Fayetteville, NC (hereafter CITY), collectively "Parties" is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to [Garrison Commander] (hereafter GC) to execute agreements on behalf of the USAG-Fort Liberty.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the CITY, the prices to be paid by USAG-Fort Liberty, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement in order to provide services to USAG-Fort Liberty, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their workforces.

RESPONSIBILITIES OF THE PARTIES:

The CITY shall perform the installation support services as stated in this IGSA. The term "installation support services" only includes services, supplies, resources, and support typically provided by a local government for its own needs and without regard to whether such services, supplies, resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services. If the CITY subcontracts the service, it must be done on a competitive basis.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in CITY personnel creating or modifying federal policy, obligating appropriated funds of USAG-Fort Liberty, or overseeing the work of federal employees. Under no circumstances, shall CITY employees or contractors be deemed federal employees. If the CITY shall provide services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between the CITY and its employees.) Employees of USAG-Fort Liberty may not perform services for or on behalf of the CITY without the approval of USAG-Fort Liberty IGSA Manager (IGSA-M).

SUMMARY OF SERVICES AND PRICE:

The Performance Work Statement (PWS) and Technical Exhibits (see attachments) detail the execution of the solid waste management partnership between CITY and USAG-Fort Liberty.

Base Year: \$6,008,250.78

Years Two – Ten: On each renewal anniversary date of the IGSA, CITY shall negotiate an increase or decrease of the rates in accordance with the Consumer Price Index Rate for Urban Consumers (CPI-U). The amount of the increase or decrease shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period, as otherwise limited herein. The maximum increase or decrease to the Base Rate, to include any subsequent annual increase) in accordance with the CPI-U shall not exceed five (5) percent.

The CPI-U shall be the nearest available metropolitan area, based on the latest available data from the Department of Labor's Bureau of Labor Statistics. The CPI-U used will be the CPI-U published by the DOL during the month ninety (90) days preceding the adjustment.

TERM OF AGREEMENT:

The term of this Agreement shall be for one year from the execution of the Agreement by the GC and CITY representative, and renewable for successive one year periods for nine (9) additional years. USAG-Fort Liberty shall only be obligated for one year of performance under the agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by Congress. The parties shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the IGSA-M of an intent to award the option for an additional year of performance. The IGSA-M shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of then current performance period.

The IGSA-M may condition the renewal upon availability of funds and may suspend performance of the renewed period at no additional cost to USAG-Fort Liberty until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the IGSA-M without further liability to USAG-Fort Liberty.

PAYMENT:

USAG-Fort Liberty shall pay the CITY for services based upon satisfactory completion of services on a monthly basis. Payment shall be based on services provided as set forth in this Agreement. The CITY shall not include any State or Local taxes in the prices it charges USAG-Fort Liberty unless approved by the IGSA-M in advance. The CITY shall electronically submit invoices or payment requests to the Government's IGSA Technical Representative (IGSA-TR) and the IGSA-M. The IGSA-M will not authorize payment unless all billed services have been satisfactorily completed, and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement. After sufficient notification, CITY could withhold services if payments are not received timely.

CHANGE IN RATES:

Rates may only be adjusted by written request to the IGSA-TR and the IGSA-M. The CITY and the IGSA-M must be mutually agreeable to the changes. If the IGSA-TR or his/her representative disagree, the parties shall discuss the proposed rates, changes in the services, or other modifications to the Agreement. Modifications to prices in the Agreement must be reduced to writing, approved and incorporated into the Agreement by the IGSA-M, and signed by the GC and CITY representative.

OPEN COMMUNICATIONS AND QUALITY CONTROL:

The Parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. The CITY shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After its execution, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of the CITY and its employees to work areas on the installation as well a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the CITY.

INSPECTION OF SERVICES:

The CITY will only tender services and goods in conformance with the IGSA. The Directorate of Public Works (DPW) will designate a requirements owner or subject matter expert as the IGSA-TR, and the IGSA-M shall appoint the IGSA-TR in writing. The IGSA-TR will be responsible for inspecting all services performed. The CITY will be notified of the identity of the IGSA-TR and his/her alternate, and of any changes in the future. If services are performed outside

the installation, the IGSA-TR shall be granted access to areas where services are performed.

The IGSA-TR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work. If the IGSA-TR determines that services do not conform to the requirements in the Agreement, the IGSA-TR can require the CITY to perform the services again, in whole or in part, at no additional cost to the government. Alternatively, if the services cannot be corrected by re-performance, the IGSA-TR can reduce the price to be paid for services to reflect the reduced value of the services performed. The IGSA-TR may also, in his/her sole discretion, waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the IGSA-M.

If the CITY is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede the CITY's performance, the CITY shall promptly notify the IGSA-TR.

In those rare instances in which the CITY fails to re-perform services or abandons performance, USAG-Fort Liberty may perform or contract for performance of the services and charge those costs to the CITY. Except in an emergency, USAG-Fort Liberty will not exercise this authority without providing prior notice to the POC designated by the CITY to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the IGSA-TR, the IGSA-M may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the CITY POC identified in this agreement.

TERMINATION:

The IGSA may be terminated by mutual written agreement at anytime. Except as otherwise specified in this agreement, either party can unilaterally terminate this IGSA upon a 180-day written notice to the POCs designated in this Agreement.

USAG-Fort Liberty reserves the right to terminate this agreement for its convenience at any time. When notified by the IGSA-M of the termination, the CITY shall immediately stop all work. The government will pay the CITY a percentage of the agreed price reflecting the percentage of work performed prior to the notice. The CITY shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

SUSPENSION OF AGREEMENT:

USAG-Fort Liberty reserves the right to suspend performance of the agreement or access to the installation in the event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of USAG-Fort Liberty.

APPLICABLE LAW:

The IGSA is subject to the laws and regulations of the United States, the United States Army, and USAG-Fort Liberty. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

CLAIMS AND DISPUTES:

The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably on a monthly basis, to discuss performance and any other issues they may have. The IGSA-TR shall represent the Government in such meetings.

If the parties are unable to resolve an issue, the IGSA-TR or the CITY may submit a claim arising out of the Agreement to the IGSA-M for a decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim and may designate a CITY representative to discuss the claim and its resolution. The IGSA-M shall issue a decision within 90 days of receipt of each claim.

Appeals Authority: If the CITY is dissatisfied with the IGSA-M's decision, it may appeal the matter to the GC and must specify the basis of its disagreement. The GC, or his/her designee, shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this agreement. All final determinations that result in the payment of additional funds to the CITY must be coordinated with the IGSA-M.

As part of its appeal, the CITY may request alternate dispute resolution (ADR) to resolve disputes; the Government may agree to the use of ADR in its sole discretion. If ADR procedures are employed, the GC shall consider the findings and recommendations of the third party mediator(s) in making his/her final determination.

The parties agree to exhaust the appeal process described above before bringing any civil action over disputes arising from this IGSA.

NOTICES, POINTS OF CONTACT (POCs), ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA:

The POCs for issues pertaining to this IGSA are as follows:

For USAG-Fort Liberty -

a) IGSA-TR: Quality Assurance Specialist, Anthony Morris, 910-432-7781, anthony.b.morris4.civ@army.mil

b) IGSA-M: Deputy Director, Lawrence Pico, PE, 910-396-4009, lawrence.a.pico.civ@army.mil

For the CITY -

- a) Assistant City Manager, Jodi Phelps, 910-703-4099,
jodi.phelps@fayettevillenc.gov
b) Project Manager, Brook Redding, 910-433-1475,
brookredding@fayettevillenc.gov

Unless otherwise specified, all notices under this Agreement shall be provided to the POCs specified above.

The POCs and a management official at least one level above the POCs as well as the IGSA-M and IGSA-TR shall meet annually to discuss the IGSA, and consider any amendment to the Agreement.

Any party can propose amendments at any time. All amendments must be reduced to writing and incorporated by amendment to Agreement by the IGSA-M and signed by the GC and CITY representative in order to be effective.

DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION:

The CITY and their subcontractor shall conduct a visit of the installation with the IGSA-TR prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services will be performed. The CITY shall prepare an accident avoidance plan to protect Government property on the installation. The CITY shall take measures to protect and not damage any property on USAG-Fort Liberty during performance of services. Should the CITY damage such property, the CITY may replace the item or restore it to its prior condition at its own cost or reimburse USAG-Fort Liberty for such costs. If the CITY does not take measures to replace or restore, USAG-Fort Liberty reserves the right to deduct replacement or restoration costs from amounts billed by the CITY each month. The IGSA-TR shall provide written notice of the Government's intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of Government property over the term of the current period of performance.

CONTINUITY OF SERVICES:

The CITY recognizes that the services under this Agreement are vital to USAG-Fort Liberty and must be continued without interruption even in event of a dispute between the parties. Should USAG-Fort Liberty terminate this Agreement for any reason, the CITY agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to affect an orderly and efficient transition of services.

HOLD HARMLESS:

Except as otherwise provided in this Agreement, the CITY shall indemnify and hold USAG-Fort Liberty harmless against any and all judgments, expenses, liabilities, claims and charges of whatever kind or nature that may arise as a result of the activities of the CITY, its employees, or its subcontractors in

performance of this Agreement. Likewise, except as otherwise provided in this Agreement, USAG-Fort Liberty shall hold CITY harmless against any and all judgments, expenses, liabilities, claims, and charges of whatever kind of nature that may arise as a result of the activities of USAG-Fort Liberty or its employees in the administration of this Agreement.

WAGES AND LABOR LAW PROVISIONS:

These provisions apply to the CITY and any contractor performing services under this IGSA on behalf of the CITY. The CITY shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the CITY and complies with all applicable CITY labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. The CITY shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If the CITY has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, the CITY shall immediately notify the IGSA-TR and the IGSA-M. The CITY shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT:

This provision applies to CITY and its subcontractors. The CITY agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. The CITY shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. The CITY shall not engage in age discrimination and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

INSTALLATION SECURITY AND ACCESS REQUIREMENTS:

The provisions in this section are applicable to CITY and subcontractor employees performing services under this Agreement. The CITY shall not permit employees who are not citizens or lawful immigrants to perform services under this IGSA. Employees who have been convicted of felonies, sex crimes, drug offenses, or violent crimes shall not perform services under this IGSA without receiving a favorable background investigation and the specific approval of the IGSA-TR. The CITY shall not permit any employee to perform work on this IGSA if such person is identified by the IGSA-TR as a potential threat to the health, safety, security, general well-being or operational mission of USAG-Fort Liberty. The IGSA-TR may deny the continued entry of an employee upon receipt of information that indicates that the individual's continued entry to the installation is not in the best interests of national security. See PWS for additional security information. All CITY/subcontractor vehicles will be identifiable and include the CITY/subcontractor's name.

INSURANCE:

The CITY's solid waste subcontractor shall at its own expense provide and maintain, during the entire period of this IGSA, the following insurance:

- a. General liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for all premises and operations.
- b. Comprehensive vehicular liability insurance in the combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
- c. Copies of insurance policies shall be furnished to the IGSA-TR and IGSA-M before providing services under this agreement.

LIABILITY FOR DAMAGE TO THIRD PARTIES:

The CITY shall be liable to the government for loss or damage to third parties in performance of the services, wherever performed, and for injury or death of persons resulting from the negligence or fault of the CITY, its employees, its subcontractors, or agents in performance of this Agreement. The CITY shall hold the USAG-Fort Liberty harmless from claims or litigation from third parties and shall indemnify the Government for all judgements against it as well as costs incurred in connection with defense of such litigation. USAG-Fort Liberty shall not be responsible for injuries and deaths to the CITY's employees or employees of its subcontractors unless caused by a Government employee and compensable pursuant to federal legislation authorizing recovery against USAG-Fort Liberty.

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE:

The CITY and USAG-Fort Liberty shall fully cooperate with each other in investigations involving accidents or damage to property or persons on property under federal control. The CITY and the IGSA-TR shall furnish timely reports to each other of investigations, on-going and completed, regarding such incidents.

ENVIRONMENTAL REQUIREMENTS: See PWS.

DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES:

All property under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, the CITY shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and 21 Code of Federal Regulations shall be sold, distributed, used, or consumed on the installation. The IGSA-TR may direct the CITY to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the GC.

CITY EMPLOYEE REQUIREMENTS:

All CITY and subcontractor employees shall comply with all installation security, health, and safety conditions. Employees who interface with government personnel shall be able to speak and understand English. All employees shall wear identification badges or distinctive clothing which clearly identifies that they are CITY or subcontractor employees. At the conclusion of the IGSA or whenever an employee no longer performs IGSA services, the CITY will provide the IGSA-TR all identification or other credentials furnished by the Government.

TRANSFERABILITY:

This Agreement is not transferable except with the written authorization of the IGSA-M.

ACTIONS OF DESIGNEES:

Any act described in the IGSA to be performed by an individual or official can be performed by the designee of such individual or official with the exception of the IGSA-M.

FOR THE USAG-Fort Liberty:

FOR THE CITY:

K. Chad Mixon
Colonel, U.S. Army
Garrison Commander

Douglas J. Hewett, ICMA-CM
City Manager, Fayetteville, NC

Date

Date

List all Attachments/Annexes:

- a. Attachment 1/Solid Waste Services – Performance Work Statement
- b. Attachment 2/TE-1 – Performance Requirements Summary
- c. Attachment 3/TE-2 – Deliverables Schedule
- d. Attachment 4/TE-3 – Estimated Workload Data
- e. Attachment 5/ TE-4 – Enterprise Municipal SWM Services Performance
- f. Attachment 6/TE-5 – Location Government Owned Equipment
- g. Attachment 7/TE-7/7a –Fort Liberty Map by Section / Map (s)/Layouts

**SOLID WASTE MANAGEMENT
SERVICES**

**PERFORMANCE WORK STATEMENT
(PWS)**

**Fort Liberty, North Carolina
25 Sep 2024**

Table of Contents

Contents

1.0	PURPOSE AND BACKGROUND	2
2.0	PROPOSAL INSTRUCTIONS AND REQUIREMENTS	2
3.0	NOTICE TO VENDORS	4
4.0	SCOPE OF WORK & VENDOR'S PROPOSAL REQUIREMENTS	8
5.0	CONTRACT TERMS AND CONDITIONS	9
6.0	PERFORMANCE REQUIREMENTS	12
7.0	Technical Exhibits and Attachments	
7.1	Exhibit A – Scope of Work	14
7.2	Exhibit B – Performance Requirements Summary	14
7.3	Exhibit C – Inventory of Collection Equipment	14
7.4	Exhibit D – Estimated Workload Data	15
7.5	Exhibit E – Area Maps	15
7.6	Exhibit F – Vendor Cost/Fee Proposal Form	15

1.0 PURPOSE AND BACKGROUND

1.1 Introduction

The City of Fayetteville, North Carolina, in partnership with Fort Liberty, seeks proposals from qualified firms to provide **Solid Waste Management Services** to Fort Liberty. The purpose of this Request for Proposal (RFP) is to solicit services that will meet Fort Liberty's solid waste collection, disposal, and management needs efficiently, in compliance with state and local regulations, and aligned with Fort Liberty's operational requirements.

The selected contractor will be responsible for providing non-hazardous solid waste management services, including the collection, transportation, and disposal of waste, maintenance/cleaning of government-owned waste containers, and support for special events and emergency services. Services are expected to be delivered across multiple locations, including Fort Liberty's main garrison, Camp Mackall, and other designated sites.

1.2 Background

Fort Liberty, located in Cumberland County, North Carolina, is one of the largest military installations in the United States, covering approximately 161,000 acres with over 6,000 buildings. The population base includes approximately 67,000 military personnel, government civilians, contractors, and 25,000 resident family members. The solid waste management contract will serve Fort Liberty, North Carolina and at any pertinent locations in and around Camp Mackall, Smith Lake Travel Park, Special Operations Training Facility, Aberdeen Training Facility, Simmons Army Airfield, Airborne Special Operations Museum, Pope Army Airfield, and Linden Oaks Housing Area excluding quarters and in cooperation with local, state, and national guidance.

1.3 Objectives

The primary objective of this contract is to ensure the efficient and compliant collection and disposal of solid waste at Fort Liberty. Specific goals include:

- Maintaining cleanliness and safety at all waste collection points.
- Ensuring compliance with environmental and safety regulations.
- Providing timely and responsive services for regular, emergency, and special event waste management needs.
- Effectively managing government-owned containers, ensuring their proper use and maintenance/repair.
- Delivering services within established performance standards and schedules outlined in the Scope of Work and Technical Exhibits.

The scope of work will include routine services as well as as-needed tasks, such as special event support, unscheduled cleanups, and emergency responses.

2.0 PROPOSAL INSTRUCTIONS AND REQUIREMENTS

This section outlines the necessary instructions and requirements for vendors submitting proposals in response to the City of Fayetteville's RFP **Solid Waste Management Services**. Vendors must

ensure that their proposals comply with all requirements outlined in this section to be considered for contract award.

2.1 Request for Proposal Document

The RFP document consists of the base RFP, including the scope of work, proposal instructions, terms, and any attachments or addenda that may be released before the contract award. Vendors must ensure they have reviewed all components of the RFP, and any updates made through addenda.

By submitting a proposal, the vendor agrees to meet all stated requirements and conditions. If any vendor is unclear about a requirement or specification or believes a change is needed, they are urged to submit their inquiries in the form of a question during the designated question period (refer to Section 2.3). Vendors should complete and submit all required attachments and forms, ensuring all signatures are provided where requested.

2.2 Proposal Submittal

Vendors are required to submit one (1) signed original proposal, five (5) hard copy proposals, and one (1) electronic copy of the proposal on a USB flash drive. The electronic copy must be in a **PDF** or **Excel** format, be readable without passwords, and include all necessary documents.

Mailing Address	Office Address
PROPOSAL TITLE: Solid Waste Management Services for Fort Liberty City of Fayetteville Purchasing Office Attn. Kimberly Toon, Purchasing Manager 433 Hay Street Fayetteville, NC 28301	PROPOSAL TITLE: Solid Waste Management Services for Fort Liberty City of Fayetteville Purchasing Office Attn. Kimberly Toon, Purchasing Manager 433 Hay Street Fayetteville, NC 28301

Electronic submissions via email or fax will **not** be accepted. Proposals must arrive by the deadline regardless of the delivery method. Vendors are responsible for ensuring timely delivery, as any proposals received after the submission deadline will be rejected.

Confidential information must be clearly marked as "CONFIDENTIAL" on each applicable page, and vendors must provide a redacted version for public record requests, per Section 3.1.

2.3 Proposal Questions

Vendors are encouraged to submit written questions if they require clarification on any portion of the RFP. All questions must be submitted in writing via email to:

Email: kimberlytoon@fayettevillenc.gov

Subject Line: RFP – Solid Waste Management Services for Fort Liberty

The deadline for submitting questions is **November 12, 2024, at 5:00 PM (EST)**. Responses to all questions will be issued via an official addendum, which will be posted on the City of Fayetteville's

Purchasing website. No questions will be answered via telephone or in-person communication. Vendors are advised to rely solely

on written addenda for any clarifications or updates to the RFP. The addenda will become part of the official RFP document.

2.4 RFP Terms & Conditions

By submitting a proposal, vendors agree to comply with all terms, conditions, and specifications as outlined in this RFP. This includes the City’s general terms, contract requirements, and any addenda issued. The terms specified in this document will form part of the final contract between the City of Fayetteville and the selected vendor.

If a vendor wishes to propose changes or exceptions to any terms or conditions, they must submit these as questions during the inquiry period outlined in Section 2.3. The City reserves the right to reject proposals that do not meet the specified requirements or propose changes to key terms without prior approval.

The City’s Purchasing Department reserves the right to:

- Reject any or all proposals.
- Cancel or modify the solicitation at any time.
- Request clarifications from vendors as needed.

Vendors shall maintain the pricing, terms, and conditions of their proposal for a minimum of **120 calendar days** from the proposal due date. The selected vendor will be bound by their proposal upon award of the contract.

3.0 NOTICE TO VENDORS

This section outlines key notices for vendors submitting proposals to the City of Fayetteville in response to the RFP for **Solid Waste Management Services** for Fort Liberty. Vendors must review and comply with all notices to ensure their proposal meets the submission requirements and is considered for contract award.

3.1 Prohibited Communications and Confidentiality

Prohibited Communications:

Vendors, their representatives, sub-contractors, or suppliers are prohibited from engaging in any communications with City staff, officials, or other stakeholders outside of the Purchasing Department regarding this RFP. All communication must be directed to the designated Purchasing Manager. Failure to adhere to this rule may result in the vendor's disqualification from the RFP process.

Confidentiality:

Vendors are responsible for identifying any information they deem confidential in their proposal by clearly marking the relevant pages as “CONFIDENTIAL.” Such information may include trade secrets or proprietary data. The City will maintain confidentiality to the extent permitted by law, following North Carolina General Statutes (G.S. 132-1.2). Information marked as confidential must be accompanied by a redacted copy, and the vendor must provide a justification for the requested confidentiality. Cost information cannot be marked as confidential.

The City reserves the right to determine whether information marked confidential qualifies for protection

under applicable laws.

3.2 Proposal Compliance

To be considered responsive, proposals must comply with all instructions and requirements outlined in this RFP. Non-compliant proposals may be rejected. It is in the vendor's best interest to submit a proposal that is clear, concise, and follows the organization and structure provided in the RFP.

Proposals should be easy to navigate, and all sections and required forms should be properly labeled and completed. Vendors are encouraged to review the entire RFP to ensure full compliance with all requirements, including those related to technical, financial, and legal matters. Any failure to comply with these requirements may result in the proposal being deemed non-responsive.

3.3 Signed Proposals

Proposals must be signed by an authorized representative of the vendor. The City will prepare the final contract documents based on the name and legal structure of the proposing entity as submitted in the proposal. It is essential that the proposer sign the proposal using the entity's correct legal name.

Failure to properly sign the proposal or discrepancies in the legal name may lead to disqualification. Vendors are also responsible for ensuring that all submitted forms and required documents are completed and signed as needed.

3.4 Contract Award

The City of Fayetteville reserves the right to award the contract to the vendor that presents the most advantageous proposal, considering both cost and non-cost factors such as experience, qualifications, and technical approach. While cost is an important consideration, it is not the sole criterion for selection.

The City also reserves the right to:

- Reject any or all proposals.
- Cancel or modify this RFP at any time prior to the contract award.
- Request clarifications or additional information from vendors during the evaluation process.

The City will award the contract to the vendor whose proposal, in the City's sole judgment, is deemed to best serve its interests. The vendor's proposal shall constitute a binding offer that remains valid for a period of **120 calendar days** from the date of proposal submission. Vendors may withdraw their proposal by submitting a written request before the submission deadline.

3.5 Evaluation Process

Proposals will be evaluated by a selection committee consisting of City personnel based on the criteria outlined in the RFP. The evaluation process may include:

- Review of the vendor's qualifications, experience, and technical approach.
- Assessment of the proposed pricing and cost structure.
- Consideration of the vendor's past performance on similar projects.

The City reserves the right to conduct interviews with select vendors, although the City may choose to

make its decision based solely on the written proposals.

The selection committee will rank proposals based on the evaluation criteria and may recommend the highest- ranked vendor for contract award. The City reserves the right to negotiate terms and conditions with the selected vendor before finalizing the contract. If negotiations fail, the City may enter into negotiations with the next highest-ranked vendor.

The final decision for contract award rests with the City of Fayetteville, and all vendors will be notified of the City's decision in writing.

EVALUATION MATRIX		
Project Name		
CRITERIA	FIRMS	
	Sample	Firm Name
PROJECT & PROJECT MANAGEMENT EXPERIENCE		
PROJECT MANAGEMENT EXPERIENCE OF KEY INDIVIDUALS	10	0.00
SIMILAR PROJECTS COMPLETED IN LAST 5 YEARS	10	0.00
REFERENCES	10	0.00
PRIOR EXPERIENCE WITH CITY	10	0.00
25%	25.00	0.00
PROJECT UNDERSTANDING AND APPROACH		
GENERAL PROJECT UNDERSTANDING	10	0.00
PROJECT DESCRIPTION AND KEY INDIVIDUALS ASSIGNED TO EACH PHASE	10	0.00
PROJECT MANAGEMENT APPROACH, QUALITY CONTROL MEASURES, ALTERNATIVE ENGINEERING METHODS	10	0.00
PROPOSED SCHEDULE	10	0.00
UNIQUE QUALITIES MAKING THEM BEST SUITED FOR THE PROJECT	10	0.00
30%	30.00	0.00
PERSONNEL QUALIFICATIONS		
SPECIFIC AND DIRECT WORK EXPERIENCE OF KEY/SUPPORT PERSONNEL	10	0.00
RESUMES OF PROFESSIONAL STAFF	10	0.00
LOCATION OF KEY PROJECT PERSONNEL	10	0.00
ADEQUACY & AVAILABILITY OF KEY PERSONNEL & RESOURCES	10	0.00
ABILITY TO COMPLETE TASKS	10	0.00
20%	20.00	0.00
CONSULTANTS, SUB-CONSULTANTS & OTHER PARTICIPANTS		
PERCENTAGE OF THE PROJECT RESPONSIBILITY ASSIGNED TO CONSULTANTS/SUB-CONSULTANTS	10	0.00
RELATIVE & RELATED WORK EXPERIENCE	10	0.00
RESUMES OF STAFF	10	0.00
USE OF DBE OR MINORITY FIRMS	10	0.00
LOCATION OF CONSULTANS/SUB-CONSULTANTS	10	0.00
15%	15.00	0.00
GENERAL QUALIFICATIONS		
COMPLETENESS AND QUALITY OF SUBMITTAL	10	0.00
OPERATING HISTORY	10	0.00
INSURANCE & LICENSING IN NC	10	0.00
COMPLIANCE WITH RFQ REQUIREMENTS	10	0.00
10%	10.00	0.00
TOTAL RATING	100.00%	0.00%

Max Score: 100%

Rating range is 1 to 10 with 10 being most favorable and 1 being less favorable.

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL REQUIREMENTS

4.1 *Scope of Work*

The City of Fayetteville is seeking proposals from qualified vendors to provide non-hazardous solid waste management services to Fort Liberty. The awarded contractor will be responsible for all tasks outlined in the comprehensive Scope of Work in Exhibit A and related technical exhibits. The scope includes, but is not limited to:

- **Collection, Transportation, and Disposal of Solid Waste:** Provide scheduled and unscheduled waste collection services for multiple locations across Fort Liberty, Camp Mackall, and other designated areas.
- **Management and Maintenance of Government-Owned Waste Containers:** Ensure the upkeep, cleaning, and maintenance/repairs of waste containers as specified in the RFP.
- **Emergency and Special Event Support:** Provide additional waste management services during emergencies, inclement weather, and special events such as military exercises, deployments, and community events.
- **Compliance with Environmental and Safety Standards:** Adhere to all local, state, and federal regulations, including OSHA and EPA standards, to ensure safe and environmentally sustainable operations.
- **Detailed Reporting and Communication:** Submit reports, performance summaries, and updates on container conditions and collection schedules as required by the contract.

The vendor must be capable of adjusting service levels based on Fort Liberty's operational requirements and any changes in waste collection points, schedules, or scope as directed by the City of Fayetteville.

4.2 *Proposal Content Requirements*

Proposals must be organized and clearly labeled to address the specific requirements outlined in this section. The content must be straightforward and should demonstrate the vendor's qualifications, experience, and approach to meeting the requirements of the contract. The following subsections detail the necessary content that must be included in each vendor's proposal:

4.2.1 *Introduction: Company Information and Executive Summary*

Each vendor must begin their proposal with an introduction that provides the following details:

- **Firm's Name and Business Address:** Include the official legal name, business address, phone number, fax number, and email address of the firm submitting the proposal.
- **Legal Structure:** Identify the legal nature of the firm (corporation, partnership, sole proprietorship, etc.) and provide the names of all principals, officers, and key personnel.
- **Year Established:** Provide the year the firm was established, including any former firm names and years of establishment, if applicable.
- **Authorized Negotiator:** Include the name, title, address, phone number, and email of the individual authorized to negotiate on behalf of the firm.
- **Executive Summary:** Provide a high-level overview of the firm's technical approach to the project, highlighting key strengths and how the firm plans to meet the project's requirements. This summary should be written in non-technical language and should focus on the firm's

approach and understanding of the project.

4.2.2 Qualifications of the Firm

In this section, the vendor must provide a comprehensive overview of their firm's qualifications and experience, specifically related to solid waste management and similar services. This section should include:

- A detailed description of the firm's history, focusing on prior government or municipal contracts, including solid waste management, hazardous waste management, and emergency response services.
- Recent projects that demonstrate the firm's current capacity and expertise, including a brief description of each project and how it relates to the scope of work outlined in this RFP.
- Provide at least three references from similar projects, including contact names, addresses, phone numbers, and email addresses for each reference.

4.2.3 Qualifications of Staff

Provide details on the key personnel who will be assigned to this project. This section should include:

- An organizational chart showing the structure of the project team, including key project staff such as the **Project Manager, Quality Control Manager**, Quality Control Inspectors, and other critical roles.
- **Resumes** of key personnel that detail their qualifications, experience, and specific roles on the project. The resumes should highlight relevant experience in solid waste management, emergency response, environmental compliance, and project management.
- Describe the firm's approach to staffing, ensuring that there are sufficient resources available to meet all contract requirements and that personnel are properly trained and certified where necessary.

4.2.4 Other Requirements

Vendors must address the following additional requirements in their proposals:

- **Timeline:** Provide a proposed project timeline, including key milestones for phase-in/phase-out periods, emergency services, and special event support.
- **Licenses and Certifications:** Include documentation of any required licenses, permits, or certifications necessary to perform the services outlined in this RFP.
- **Insurance:** Provide proof of insurance coverage that meets or exceeds the requirements specified in the RFP, including General Liability, Workers' Compensation, and Vehicle Insurance.
- **Litigation and Violations:** Disclose any past or ongoing litigation or regulatory violations that could impact the firm's ability to fulfill the contract.
- **Exceptions or Deviations:** Any exceptions or deviations from the RFP requirements must be clearly identified on a separate page, with an explanation of the rationale behind each exception.

5.0 CONTRACT TERMS AND CONDITIONS

5.1 Contract Term

The initial contract term shall be for a period of **three (3) years** from the date of contract execution. The City of Fayetteville reserves the right to extend the contract for up to **two (2) additional one-year periods** upon mutual agreement of both parties. The contract term may also be extended to accommodate delays or disruptions due to force majeure or other unforeseen circumstances.

Contract renewals will be contingent upon satisfactory performance by the contractor, ongoing need for the services, and the availability of funding. If either party does not wish to renew the contract, written notice must be provided no less than ninety (**90**) **days** before the end of the current contract term.

5.2 Payment Schedule

Payment for services will be made in accordance with the payment terms specified in the contract. The contractor may submit invoices on a **monthly basis** for services rendered, which must include sufficient documentation to support the payment request. Invoices must detail the work completed during the billing period, including but not limited to:

- Scheduled and unscheduled solid waste collections.
- Emergency services performed.
- Maintenance or repair of government-owned waste containers.
- Special event support or other as-needed services.

The City will review and approve invoices before issuing payment. Final payment will be made within **30 days** after the City determines that all contract services have been performed in accordance with the specifications and contract terms.

5.3 Financial Stability

The contractor must demonstrate financial stability to ensure the capacity to meet the terms of the contract. Vendors shall submit financial statements, including the most recent **audited financial statement** or **Dun & Bradstreet report**, with their proposals. This documentation must demonstrate the vendor's financial ability to provide services and complete the contract.

If the contractor experiences any significant financial changes during the term of the contract that may affect their ability to perform, they must notify the City in writing immediately.

5.4 Insurance Requirements

The contractor shall be required to maintain insurance coverage that meets the minimum levels established by the City of Fayetteville. Insurance must be provided by a company licensed to conduct business in North Carolina, and coverage must remain in force throughout the duration of the contract. The contractor must submit proof of insurance coverage before commencing any work under the contract.

Minimum Insurance Requirements:

- **Commercial General Liability Insurance:** \$1,000,000 per occurrence / \$2,000,000 aggregate.
- **Workers' Compensation and Employer's Liability Insurance:** Required as per North Carolina state law, with minimum limits of \$1,000,000.
- **Business Automobile Liability Insurance:** \$1,000,000 per occurrence for all owned, non-owned, and hired vehicles.
- **Professional Liability Insurance** (if applicable): \$1,000,000 per claim.

The City of Fayetteville must be listed as an **additional insured** on the contractor's general liability

policy. Certificates of insurance, along with endorsements, must be submitted to the City prior to the start of any work.

The contractor must notify the City in writing at least **45 days in advance** of any cancellation or material change in the insurance coverage.

5.5 Applicable FEMA Clauses

As part of this contract, the contractor must comply with all applicable **FEMA** (Federal Emergency Management Agency) regulations and clauses, particularly those related to disaster recovery and emergency response. Clauses that may apply to this contract include, but are not limited to, the following:

- **Equal Employment Opportunity:** Compliance with Executive Order 11246 regarding equal opportunity in employment.
- **Contract Work Hours and Safety Standards Act:** Ensures that contractors do not require their employees to work in excess of 40 hours per week without proper compensation.
- **Byrd Anti-Lobbying Amendment:** Prohibits contractors from using federal funds to lobby government officials.
- **Clean Air Act and Federal Water Pollution Control Act:** Ensures compliance with environmental regulations regarding air and water quality.

The contractor is required to flow down all applicable FEMA clauses to any subcontractors. Noncompliance with these clauses may result in termination of the contract or other enforcement actions.

5.6 Safety and Environmental Compliance

The contractor must adhere to all applicable **safety** and **environmental regulations** as part of their operations. This includes but is not limited to OSHA (Occupational Safety and Health Administration) requirements, EPA (Environmental Protection Agency) regulations, state regulations, and local safety ordinances.

Safety Compliance:

The contractor is responsible for maintaining a safe working environment at all times. All personnel must be trained and equipped to handle any hazards associated with waste management services. Any accidents, injuries, or unsafe conditions must be reported to the City within **24 hours**. The contractor is also required to provide a written safety plan before commencing work, which will outline the safety protocols and procedures for the contract.

Environmental Compliance:

The contractor must ensure compliance with all environmental regulations, including proper disposal of solid waste and recyclables, containment of spills, and management of hazardous materials. The contractor is responsible for maintaining **Safety Data Sheets (SDS)** for all chemicals and hazardous substances used during contract performance. Any violations of environmental laws or regulations may result in penalties or contract termination.

5.7 Contract Changes

The contract may be modified or amended by written agreement between the City of Fayetteville and the contractor. Contract changes may be necessary to accommodate changes in service levels,

scope of work, or other factors that arise during the contract term.

Types of Changes:

- **Scope Adjustments:** Changes to the number of collection points, frequency of services, or the addition of new services.
- **Schedule Modifications:** Adjustments to service schedules to align with Fort Liberty's operational needs or accommodate special events.
- **Price Adjustments:** Modifications to the contract price may be allowed if there is a significant change in the scope of work or due to unforeseen circumstances, such as increases in fuel prices or disposal fees.

All changes must be agreed upon in writing and authorized by the City's **Contracting Manager (CM)**. No oral agreements or unauthorized modifications will be considered binding.

6.0 PERFORMANCE REQUIREMENTS

6.1 General Performance Standards

The contractor is expected to provide **high-quality services** in accordance with the agreed performance standards. These standards include timeliness, accuracy, and compliance with all applicable regulations, as well as ensuring the safety of personnel and the public.

The contractor must adhere to the following general performance standards:

- **Timeliness:** Services must be performed according to the established schedule. Any deviations must be approved by the City of Fayetteville in advance, with a plan for rescheduling.
- **Quality Control:** The contractor is responsible for implementing a **Quality Control Plan (QCP)** that ensures services are performed in accordance with contract requirements. The QCP should address methods for identifying and preventing deficiencies in service quality, as well as corrective actions.
- **Compliance:** All services must be carried out in accordance with **local, state, and federal laws**. This includes compliance with environmental laws, occupational health and safety standards, and waste disposal regulations.
- **Customer Service:** The contractor must maintain professional behavior and clear communication with Fort Liberty personnel and the City of Fayetteville. Complaints must be addressed promptly and resolved within an agreed-upon timeframe.

The contractor will be subject to performance reviews at regular intervals, and any non-compliance with the performance standards may result in corrective action, including penalties or contract termination.

6.2 Solid Waste Management Specific Tasks

The contractor is responsible for completing all solid waste management tasks as specified in the Scope of Work. These tasks include, but are not limited to:

- **Regular Solid Waste Collection:** The contractor must perform scheduled solid waste collections at designated locations throughout Fort Liberty and other specified areas, including Camp Mackall, Simmons Army Airfield, Aberdeen Training Facility, and Linden Oaks Housing Area. Waste must be transported to authorized disposal sites.

- **Special Event Support:** The contractor must provide solid waste collection services for special events, such as military exercises, deployments, or community events, as required. Services must be scheduled and performed promptly to ensure that waste is collected and disposed of without disruption.
- **Emergency Response Services:** The contractor must be capable of providing unscheduled waste management services during emergencies, including severe weather, natural disasters, or other unplanned events. Response times and actions must be aligned with Fort Liberty’s emergency management protocols.
- **Hazardous Material Exclusion:** The contractor is not responsible for the collection of hazardous waste. However, any hazardous materials encountered must be reported immediately to the appropriate authorities at Fort Liberty, and the contractor must ensure that their personnel are trained to recognize and avoid hazardous substances.

6.3 Container Management and Maintenance/Repair

The contractor will be responsible for the **management, maintenance/repair, and cleaning** of government- owned waste containers. This includes ensuring that containers are in good working condition and meet the specifications outlined in the Scope of Work.

Specific container management and maintenance tasks include:

- **Container Inspection:** The contractor must conduct regular inspections of all waste containers to ensure they are in proper working order. Any damaged or unserviceable containers must be repaired or replaced in accordance with exhibit “A”.
- **Container Cleaning:** Waste containers must be cleaned in accordance with the schedule outlined in the PWS to prevent odor, pest infestation, and environmental contamination. Cleaning must be conducted using methods that comply with environmental standards in exhibit “A”.
- **Container Relocation:** If necessary, the contractor will be required to relocate waste containers to accommodate changes in Fort Liberty’s operational needs, such as relocations or the establishment of new waste collection points.
- **Container Replacement:** The contractor will be responsible for replacing waste containers when they become unserviceable or if requested by the City of Fayetteville or Fort Liberty personnel. All replacements must meet the specifications outlined in the technical exhibits.

The contractor must maintain accurate records of all container maintenance and submit **Container Condition Reports** as part of the monthly performance reports.

6.4 Collection and Disposal Services

The contractor will provide **collection, transportation, and disposal** services for non-hazardous solid waste. These services must be performed in accordance with the established schedules, routes, and performance standards outlined in the Scope of Work.

Key tasks include:

- **Collection Schedules:** Waste collection must be conducted according to the schedules detailed in the technical exhibits. The contractor must ensure that all waste is collected and disposed of on time, and any delays must be reported immediately.

- **Compliance with Disposal Regulations:** All waste must be transported to and disposed of at facilities authorized by local and state environmental regulatory agencies. The contractor must ensure that disposal practices comply with all applicable standards as outlined by state regulatory agencies.
- **Spill Prevention and Cleanup:** The contractor is responsible for ensuring that all waste is securely contained during transport to prevent spills. In the event of a spill, the contractor must take immediate action to contain and clean up the spill and notify the appropriate authorities as required by law.

The contractor must submit monthly **Waste Collection and Disposal Reports**, which will include details on the amount of waste collected, the disposal locations.

7.0 TECHNICAL EXHIBITS AND ATTACHMENTS

The following technical exhibits and attachments are provided to support the scope of work and performance requirements for **Solid Waste Management Services** under a future IGSA between the City of Fayetteville and Fort Liberty. These exhibits contain detailed schedules, performance metrics, and inventory information that are critical to the successful completion of the contract.

7.1 Exhibit A – Comprehensive Scope of Work

This attachment provides a comprehensive overview of the work to be performed and expectations that may be contained in a contract.

7.2 Exhibit B – Performance Requirements Summary

This attachment provides a summary of the key performance requirements that the contractor must meet throughout the term of the contract. It includes measurable performance metrics and the minimum acceptable levels of service. The **Performance Requirements Summary (PRS)** outlines the following:

- **Key tasks:** Regular solid waste collection, container maintenance, special event support, and emergency response.
- **Performance standards:** Timeliness, quality, and compliance with environmental and safety regulations.
- **Acceptable quality levels (AQLs):** The maximum allowable deviation from the specified performance standards before corrective actions are required.
- **Methods of surveillance:** Procedures for monitoring and evaluating the contractor's performance, including random inspections, scheduled performance reviews, and customer feedback.

The PRS serves as a guide for both the contractor and the City of Fayetteville to ensure that the required level of service is maintained throughout the contract.

7.3 Exhibit C – Inventory of Collection Equipment

This attachment contains an **inventory of collection equipment** provided by the government, including waste containers, dumpsters, and other solid waste management assets. Each item in the inventory is associated with a unique serial number and location, allowing the contractor to track and manage these assets effectively. The information in Exhibit C includes:

- **Container type and size:** Descriptions of each government-owned container, such as dumpsters, roll- off containers, and recycling bins, along with their respective capacities (e.g., 8 cubic yards).

- **Number of Service Days:** The number of service days required for each collection container are noted based on historical data and use.
- **Maintenance requirements:** Any special maintenance or cleaning requirements for containers based on their location or usage.

The contractor will be responsible for managing, maintaining, and reporting on the status of these government- owned assets as outlined in this inventory.

7.4 Exhibit D – Estimated Workload Data.

This attachment contains historical data for estimated workloads.

7.5 Exhibit E – Area Maps

This attachment contains area maps for locations.

7.6 Exhibit F – Vendor Cost/Fee Proposal Form

This attachment should be used by proposer to note the proposed costs and fees associated with the work requested.

EXHIBIT A

1.0 SCOPE OF WORK

The successful Proposer(s) shall provide comprehensive solid waste management services including but not limited to collection, hauling, disposal, and container/compaction equipment maintenance/repairs services in accordance with the guidelines of this RFP.

1.1 Traffic Flow

The successful Proposer(s) shall maintain the free flow of vehicular and pedestrian traffic while conducting solid waste management service tasks.

1.2 Restoration of Real Property

Any damage to Government real property by the proposer's operators shall be restored to the original state at no additional cost to the COF. (e.g. structural damage, damage to landscaping or fencing.)

1.3 Recognized Holidays

Successful Proposer(s) performance may not be required on the federal public holidays listed below. Holidays occurring on weekends will be observed as directed by the federal calendar. The successful Proposer(s) shall coordinate collections, and operational hours proportionate to disposal facilities operating hours and schedules.

New Year's Day	Labor Day
Martin Luther King Jr's Birthday	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas
Day Juneteenth	

1.4 Hours of Operation

Normal business office hours are between the hours of (8:00 a.m. – 5:00 p.m. EST), Monday through Friday, excluding federal holidays or when the Government facilities are closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The COF will communicate hours of collections and identify hours of restricted areas with successful Proposer(s) upon contract award.

- The successful Proposer(s) shall coordinate with the CM to establish a schedule to conduct business if services are required outside of normal business hours of operation.
- The successful Proposer(s) shall maintain an adequate workforce

for the uninterrupted performance of all tasks defined within this RFP.

- The successful Proposer(s) shall observe/comply with quiet hours in identified areas.

1.5 Installation Closures

When an unforeseen installation closure occurs on a regular scheduled day of work, the Proposer shall reschedule the work to be performed the following day unless the following day is a Saturday, Sunday or recognized federal holiday, and when routine work is not scheduled for that day; or reschedule the work for the next business day following the closure.

The successful Proposer(s) shall have a Project Manager or designee, designated as emergency essential, to handle refuse collections during installation closures.

1.6 Inclement Weather Delays

If the successful Proposer(s) determines unsafe weather conditions or environment is cause for interruption of services, the successful Proposer(s) shall notify the CM within two (2) hours prior to curtailing operations. The successful Proposer(s) shall obtain CM approval to resume services.

2.0 SECURITY INFORMATION

2.1 Access and General Protection/Security Policy Procedures

The successful Proposer(s) and all associates, sub-contractors, and employees shall provide all information required for background checks to meet installation access requirements to be accomplished by Fort Liberty's Visitor's Center, located just outside the All American FWY gate for installation access. The successful Proposer's workforce must comply with all personal identity verification requirements (i.e. Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

2.2 Physical Security

At the close of each work period, the successful Proposer(s) shall ensure government facilities, equipment, and materials are secured.

2.3 Emergency Evacuations

In the event of a National Defense Emergency affecting Fort Liberty, North Carolina and at any pertinent locations in and around Camp Mackall, Smith Lake Travel Park, Special Operations Training Facility, Aberdeen Training Facility, Simmons Army Airfield,

Airborne Special Operations Museum, Pope Army Airfield, and Linden Oaks Housing Area excluding quarters, the COF will immediately notify the proposer's Project Manager. At that time, the contractor shall take immediate steps to cease all activities on the installation(s) and will cause all personnel

to leave the installation(s) property until notice is given by the installation or COF that National Defense Emergency conditions are no longer in effect.

3.0 CONTRACT OVERSIGHT

3.1 COF Contract Manager

The COF Contract Manager (CM) is the only person authorized to make changes in any of the requirements listed in this RFP, at the direction of City management; notwithstanding any provisions contained elsewhere in this contract, said authority remains solely with the CM.

- In the event the successful Proposer(s) makes any changes at the direction of any person other than the CM, the change will be considered to have been made without authority and solely at the risk and expense of the proposer.
- All contract administration will be affected by the CM.
- Communications pertaining to contractual administrative matters shall be addressed to the CM.
- No changes in or deviations from the terms and conditions shall be affected without a written modification to the contract, executed by the CM, authorizing such changes.
- Additional COF personnel may be designated to assist in contract oversight, including contract supervisors (CS) as necessary, or City departmental staff with expertise in specific tasks.
- The CM and CS will aid in the identification and resolution of problems within ten (10) days of identification of the problem, conflicts in priority, subtask requirement definitions, and other types of problems.

3.2 Contractor Point of Contact (Project Manager)

The successful Proposer(s) shall designate a primary point of contact (Project Manager-PM) who is responsible for the performance of the work within this contract. The successful Proposer(s) shall provide the COF with the name, position (title), phone number, and email address of the primary and secondary points of contact responsible for the performance of duties associated with this contract within one (1) week of contract award or employee hire. The secondary POC will assume the roles and responsibilities in the absence of the primary POC.

- These key personnel shall be available during normal business hours.
- These individuals designated as key personnel shall be able to understand, speak, read, and write the English language.
- These key personnel shall have the authority to act for the Proposer(s) on all contract matters relating to daily operations providing instruction or directives to service provider personnel.

4.0 QUALITY CONTROL

4.1 Quality Control Plan

Quality control is the responsibility of the successful Proposer(s). The successful Proposer(s) shall develop, implement, and maintain an effective quality control program which shall be documented in a QCP to ensure services are performed following this RFP. The successful Proposer(s) shall develop and implement procedures to identify and prevent the reoccurrence of defective services. The successful Proposer's QCP is how they assure themselves that the work conforms to the contract requirements. The basic principle of the plan is that the proposer is responsible for quality control. The QCP shall be constructed in such a manner that each service can be extracted and used for that function only and not contain extraneous information. The successful Proposer(s) QCP shall include a separate section, which addresses the proposer's method of managing the work quality. The QCP shall include a description of the inspection system to address services listed in this RFP, and a description of the methods to be used for identifying and preventing defects in the quality of service performed. The plan shall include a description of the proposer's inspection system to include specifics as to areas to be inspected on a scheduled and unscheduled basis, frequency of inspection, and the title and organizational placement of the proposer's inspectors. The successful Proposer(s) shall develop, maintain, and submit a QCP to the CM within thirty (30) days after contract is awarded. The successful Proposer(s) shall submit QCP changes five (5) business days prior to implementation to the CM for review and acceptance. The COF reserves the right to conduct random spot checks and inspections to ensure successful Proposer(s) service quality meets the expectations outlined in this RFP.

4.2 Phase-In / Phase-Out Period

- The successful Proposer(s) shall prepare and submit with their proposal, a Phase In/Phase Out Plan to be implemented by the Proposer.
- The successful Proposer(s) shall provide sufficient experienced personnel during the phase-in and phase-out period to ensure that the services are maintained at the required level of proficiency.
- During the phase-in, the successful Proposer(s) shall observe all operations pertinent to the requirements of the RFP.
- The successful Proposer(s) shall commence all operations required by this contract by the end of phase-in period.
- On the initial day of performance, the successful Proposer(s) shall provide a fully qualified workforce capable of performing all work required under this contract.
- During the forty-five 45 business day transition period immediately before the end of the previous contract, the successful Proposer(s) shall permit the successor Contractor (and the successor Contractor's employees) to observe and become familiar with all operations under the contract.

The successful Proposer(s) shall fully cooperate with the successor Contractor during Phase Out and the Government to avoid interfering with future work or duties.

5.0 ACCIDENT PROTOCOLS

5.1 Emergency Services/Medical Treatment

The successful Proposer(s) or their employees shall immediately notify their supervisor of any incident requiring immediate emergency medical treatment.

- The Government may provide 911 emergency support ambulance service and/or DoD medical facility, if available.
- If injuries are incurred while an employee is performing work under this contract, the successful Proposer(s) shall verbally notify the CM no later than (NLT) two (2) hours after an emergency medical event, followed by a documented summary of events.

5.2 Accident Reporting

- The successful Proposer(s) shall comply with the Occupational Safety and Health Administration (OSHA) for record-keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact.

The successful Proposer(s) shall provide a verbal report to the CM within two (2) hours of each such occurrence followed up by an email documenting each such occurrence by COB the next business day.

5.3 Environment & OSHA

The successful Proposer(s), all associates, and/or sub-contractors shall comply with all applicable Environmental and OSHA standards pertaining to solid waste management services. Any conflicts between compliance (with such local, State and Federal environmental and occupational safety laws, rules, and regulations) and the requirements of the contract shall be immediately brought to the attention of the CM verbally.

- The successful Proposer(s) shall notify the CM via email outlining the details for each said conflict such that a final resolution is derived NLT COB the next business day.

The successful Proposer(s) shall be liable for all fines, penalties, and cost that result from violations of, or failure to comply with.

5.4 Safety

The successful Proposer(s) shall safeguard and maintain all Government and Proposer property, as well as provide for the safety and well-being of personnel employed under this contract.

- All unsafe acts or conditions fostered by the Proposer or Proposer's personnel may be grounds for the CM to halt all Contractor performance until such

- unsafe conditions are corrected.
- The successful Proposer(s) shall take due caution not to endanger personnel during the performance of this contract.

Upon discovery of a serious hazard such as, but not limited to, fire, or fuel spill, the Proposer shall immediately notify the CM and designated authorized representatives verbally follow up with an email notification NLT COB the next business day.

5.5 Safety Plan

The successful Proposer(s) shall develop and implement a safety plan for its employees.

- The successful Proposer(s) shall submit the safety plan to the CM for review and acceptance within thirty (30) days after contract award.

Revisions shall be submitted to the CM five (5) business days before the effective date of the change.

5.6 Spill Plan

The successful Proposer(s) shall immediately mitigate and abate all proposer vehicle generated (motor, hydraulic, or other fluids) spills. Any size spills of fuel, solvents, oxidizers, acids, or highly flammable material that enters a storm drain or waterway (including ditches) and any spill over (5) gallons at any location must be reported to the Fire Department immediately (911, (910) 907-4813 or (910) 309-9506. The Fire Department will notify DPW, who will determine whether it's required to report the spill to NCDEQ.

- The successful Proposer(s) shall notify the CM of all spills within (2) hours of spillage. Additionally, the Proposer is required to submit all paperwork showing compliance disposing of the hazardous spillage NLT the next business day after completion of clean-up/compliance. The successful Proposer(s) is responsible for all costs associated with the clean-up of a hazardous spill.
- The successful Proposer(s) shall submit a Spill Plan to the CM for approval within (30) calendar days of contract award.

The successful Proposer(s) shall verbally notify the CM/CS, followed by written notification, if the Proposer spills or releases any hazardous substances.

6.0 CONTRACTOR REQUIREMENTS

6.1 Standards of Conduct

The successful Proposer(s), all associates, and sub-contractors shall not reflect discredit upon the COF or Government. The successful Proposer(s) shall ensure all personnel present a professional appearance while working on the installation.

- The successful Proposer(s) employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection,

sanitation, security, and possession of firearms or other lethal or illegal weapons or substances.

- The successful Proposer(s) shall ensure all employees providing services under this contract, conduct themselves and perform services in a professional, safe, and responsible manner.
- The successful Proposer(s) shall also ensure that no employees conduct political related activities or events on the installation.

The removal of such a person shall not relieve the Proposer of the requirements to provide personnel to perform adequate and timely services.

6.2 U.S. Residency

All Proposer employees shall be legal U.S residents as required for entry into the installation.

- The successful Proposer(s) shall immediately remove any employee that is not a legal U.S. resident.

6.3 Contractor Identification

The successful Proposer(s) shall ensure all personnel be identified as a Contractor to distinguish themselves (e.g. badge, company logo, and/or uniform) from Government employees.

- The successful Proposer(s) shall ensure all correspondence and reports produced are marked as Contractor products.
- Proposer owned/leased vehicles and trailers shall be clearly identified with company name or a logo.

6.4 Scavenging

The successful Proposer(s) shall prohibit scavenging of materials from the collection points. The successful Proposer(s) shall not scavenge materials.

6.5 Hazardous Materials

The successful Proposer(s) shall not handle asbestos, human remains, or compact military food heaters. The successful Proposer(s) shall not handle bio-medical (known as "red bag") or other hazardous materials. The successful Proposer(s) shall report to the CM any hazardous materials identified or discovered at the collection points.

6.6 Other Hazardous Items

Items such as refrigerators, freezers, and window air conditioner units may contain chlorofluorocarbon (CFC). Items containing CFCs shall be picked up and properly disposed of in the appropriate disposal facilities.

6.7 HAZMAT in Containers

The successful Proposer(s) shall immediately notify the Fire Department (911, (910)907-4813 or (910) 309-9506 when HAZMAT is identified in containers. The Fire Department will notify DPW, who will determine whether it's required to report the NCDEQ. The Contractor shall notify the CM within two (2) hours of discovery.

6.8 Ordinance (Ammunition, Explosives, Firearms)

The successful Proposer(s) shall under no circumstances knowingly accept ammunition, explosives, or firearms. The successful Proposer(s) shall immediately report all potentially explosive items or materials to the Provost Marshall's Office, Explosive Ordinance Disposal, and the CM.

6.9 Deliverables

The successful Proposer(s) shall complete historical data, prepare reports, and submit information as specified by the Deliverables or as directed by the CM.

6.10 Co-Mingling Waste

The successful Proposer(s) shall not co-mingle or transport on-post MSW with off-post generated MSW. Solid waste generated (excluding regulated medical or hazardous waste) shall be collected, transported, and disposed of in approved disposal facilities.

6.11 Outside Normal Duty Hours

Except for special events, the successful Proposer(s) shall not be required to provide services after normal duty hours, weekends, and federal holidays. Services provided outside of normal duty hours must be authorized by the CM.

7.0 SPECIFIC TASKS

7.1 Specific Tasks

Solid waste management is a comprehensive approach to managing non-hazardous solid waste that encompasses green procurement, waste prevention, and disposal programs. The successful Proposer(s), partnering with the COF, shall determine and utilize the most cost-effective solid waste management services, emphasizing innovation and commercial best practices, to maximize diversion. The successful Proposer(s) shall dispose of all commercial, industrial, community activity waste in accordance with all applicable federal, state, and local laws and regulations. The waste (to include tires) shall be disposed of at an off-post, Subtitle "D" Municipal Solid Waste (MSW) landfill located in the State of North Carolina and approved and fully permitted by the North Carolina Environment Management Commission NC DEQ. The successful Proposer(s) is required to receive approval from the CM to use any other landfill not listed in this section.

Cumberland County Landfill and GFL Transfer Station have different operating hours.

The successful Proposer(s) shall use GFL Transfer Station unless unable to make to GFL Transfer Station before closure, in which case successful Proposer(s) is authorized to use Cumberland

County Landfill. Cumberland County Landfill Tipping Fees Not to Exceed \$40,000.00 and GFL Transfer Station Tipping Fees Not to Exceed \$400,000.00 for the base period, and the same NTE amounts for the option periods. The COF will provide the unit price based on current landfill tipping fees. The reimbursement for tipping fees will only be for actual costs charged by the landfills and nothing more (by % tonnage). The Contractor shall pay all applicable fees associated with disposal to be reimbursed monthly based on documented receipts/weight tickets.

The successful Proposer(s) shall determine the best and most cost-effective disposal method for solid waste management to avoid picking up an empty dumpster or container. The disposal method shall be approved by the CM.

- The successful Proposer(s) shall empty refuse/construction and demolition (C&D) containers, compacters, and roll-offs. In the event of demand fluctuations, frequency adjustments must be approved by CM.
- The successful Proposer(s) shall track and report to the CM all container weights.
- The successful Proposer(s) shall perform services IAW approved scheduled routes for pick-up and respond to calls for service when dumpsters reach full before scheduled pick-up.

7.2 Construction & Demolition

Lamont Landfill has (2) 40 CY roll off containers dedicated to C&D wastes. The successful Proposer(s) shall collect these containers and transport/dispose of this material to the off post, servicing landfill for disposal. All applicable fees associated with disposal to be reimbursed monthly, based on documented receipts. The successful Proposer(s) shall provide the weight tickets to the CM by the (5th) day of each month and shall report these tonnages separately on the Monthly Summary Report.

7.3 Refuse/C&D Collection Schedule

The successful Proposer(s) shall coordinate with the CM to develop a schedule that minimizes interference with installation operations and submit the schedule to the CM for approval. The Proposer's schedule shall cover a (12) month period. The successful Proposer(s) shall submit the schedules not later than (NLT) ten (10) days prior to contract performance start date and every subsequent option period. The successful Proposer(s) shall submit changes to the schedule to the CM NLT ten (10) working days prior to the proposed implementation date of any change. The successful Proposer(s) shall not implement schedules or changes to the work schedule without prior written approval from the CM. The successful Proposer(s) shall perform all work under the contract IAW the Proposer's schedules. All schedules shall be submitted to the CM for approval.

The successful Proposer(s) shall submit a schedule broken down by days of the week for vehicle routes and collection of all containers listed on TE 5. The schedule shall be

submitted not later than (NLT) ten (10) days prior to contract performance start date and every subsequent option period. The successful Proposer(s) shall jointly monitor with the CM the fill capacities during the first thirty (30) days of performance and one (1) other time during each performance period.

Proposed changes to the schedule or haul route shall be approved by the CM in writing prior to route changes. The successful Proposer(s) shall adjust service to meet the relocation of collection

points, increases or decreases in containers, and changes in the frequency of collection of any type of container, without any additional expense to the City of Fayetteville if the total number of containers does not change more than plus or minus five (5) percent per option year. Changes, either increases or decreases, exceeding five (5) percent per previous option year may require negotiation to adjust the contract price as necessary to compensate for the changes.

7.4 Bulky Items

The successful Proposer(s) may be required to collect and dispose of bulky items (*e.g.*, shipping cartons, scrap lumber, discarded furniture, appliances, toys, wood pallets) placed at collection stations, curb side or outside a refuse container. Items within (10) foot radius of collection containers/stations shall be collected within (2) business days of identification by contractor or CM. Items outside the (10) foot radius shall not be picked up without approval of the CM and collected within (2) business days of CM's approval. Collections outside of ten (10) feet shall be listed as Special Collections to be billed as a separate invoice line-item.

7.5 Container Spillage

The successful Proposer(s) shall pick up all spillage resulting from emptying of containers, compaction, or transportation of solid waste or cooking grease in vehicles. The successful Proposer(s) shall remove all litter and waste on the ground within a (10) foot radius of the container.

7.6 Tire Container

The successful Proposer(s) may be required to provide a covered container/trailer to be located at Fort Liberty Lamont landfill that allows Fort Liberty to dispose of tires. The successful Proposer(s) shall pick-up the container/trailer and haul tires to the servicing landfill for disposal. The successful Proposer(s) shall ensure weight tickets are provided to the CM by the fifth (5th) day of each month.

8.0 SPECIAL COLLECTIONS

8.1 Special Collections

The successful Proposer(s) shall provide container delivery, collections, disposal and container removal/relocation of Government-owned container(s) for various unscheduled special activities or events throughout the entirety of Fort Liberty. The COF will coordinate service expectations for these services as they arise with the successful Proposer. The successful Proposer(s) will invoice the COF monthly for each of these services as a separate line item listed as Special Collections. The line-item description should include event description, services rendered and cost per event. Pricing for each event must correspond with Special Collections pricing listed on Cost/Fee Proposal Form. Special Collections opportunities include but limited to:

- Special Events/Task
- Additional Services

- Storms & Natural Disasters
- Unscheduled Clean-ups
- Emergency Work

8.2 Special Events/Tasks

The successful Proposer(s) shall provide refuse collection and disposal services, and placement and removal of Government-owned containers for all special activities. No definite collection schedule can be established for additional activities. Historically, approximately (150) 8-Cubic Yard and (275) Roll-off containers were serviced annually. Listed below are the known reoccurring events (this list is not all inclusive):

- All American Half Marathon (March)
- Mud Run (April)
- Fort Liberty Fair (May)
- Run, Honor, Remember (May)
- 4th of July Celebration (July)
- Fort Liberty 10 Miler (November)
- Tree Lighting (December)
- Clean Sweep (Spring)
- Clean Sweep (Fall)

8.3 Additional Services

The successful Proposer(s) shall be required to provide an additional collection or relocate containers for special ceremonies, small construction projects, security, organizational events, unit moves, relocations shall be accomplished, with the approval from the CM, within two (2) business days after the verbal request by phone and follow-up email. Major events requiring refuse support will be planned two (2) weeks in advance and the successful Proposer shall provide services necessary to support the event. The successful Proposer(s) shall place refuse containers at the event or locations for the period specified by the CM.

8.4 Storms & Natural Disasters

In the event of a natural disaster or significant storm, the successful Proposer(s) shall relocate additional government owned collection containers or increase frequency of services to manage the temporary demand. The successful Proposer(s) shall provide additional resources as needed to facilitate returning to full operational capacity.

8.5 Unscheduled Clean-Ups

With CM approval, the successful Proposer(s) shall remove materials on the ground at collection sites, outside the (10) foot radius, and clean-up unauthorized (illegal) dump sites. Examples may include abandoned property generated from unit moves or

barracks clean-ups. The successful Proposer(s) shall provide the appropriate containers and labor.

8.6 Emergency Work

The CM may designate a work requirement as an emergency. The successful Proposer(s) shall acknowledge notification of emergency work within (1) hour and start work within (2) hours. The successful proposer(s) shall divert employees, if necessary, to respond to and accomplish emergency work. Emergency work necessary for the protection of life, health, or safety, shall be acknowledged immediately upon notification and work shall start within (1) hour of notification. The successful Proposer(s) shall continue working until the work is complete. Reimbursement for this requirement will be made under CLINs for Special Collection / Front end emergency placement and roll-off emergency placement.

9.0 CONTRACTOR VEHICLES

9.1 Collection Vehicles

The successful Proposer(s) shall furnish an adequate number of vehicles, which meet all applicable standards including the standards established by the American National Standards Institute (ANSI Z245.1, Safety Standards for Refuse Collection Equipment) and regulations and licensing established by the local, state and Federal Governments. All vehicles shall meet all applicable state, local and federal regulations that govern refuse vehicles upon start of contract and maintain until completion of contract. Any vehicle determined unsafe or in need of repair shall be immediately removed from service by the Proposer for corrections or repairs. Unserviceable vehicles/equipment does not relieve the Proposer of his/her contractual responsibilities.

9.2 Vehicle Maintenance

The successful Proposer(s) shall remove, all inoperable or unserviceable Proposer-furnished vehicles and equipment, off the installation. The successful Proposer(s) shall not leave MSW in collection vehicles over twenty-four (24) hours. The collection vehicle operator shall immediately clean up all spills caused during the operation. All operators of Proposer-furnished vehicles shall be licensed by the state and operate IAW installation traffic regulations. The successful Proposer(s) shall not leave vehicles unattended unless properly locked and secured.

10.0 CONTAINER MAINTNANCE

10.1 Container Management

The successful Proposer(s) shall place, combine, relocate, and remove all Government owned refuse containers and equipment in types and quantities necessary to adequately collect and deliver wastes, only after receiving approval from the CM. Damages to property or grounds after placing containers shall be repaired by the Proposer(s) at no cost to the COF.

The successful Proposer(s) shall place refuse containers according to standoff distances in TE-5. In addition, the refuse collection containers shall be positioned more than fifteen (15) yards from a food establishment's entrance doors and adjacent entry way.

10.2 Serviceable Containers

The successful Proposer(s) shall maintain refuse containers in a serviceable condition. The containers are unserviceable if any one of the following conditions exist (Proposer shall obtain CM approval before any repairs/replacements are made):

- Container is not leak-proof (storm water pollution prevention compliant)
- Container is not enclosed (except for roll-off containers designed to be open)
- Doors, lids, or hardware are missing, damaged, not operational, or do not close in the way they were designed to close.
- Over (75%) of exposed surface is not a uniform color (painted if container is not molded or composite plastic)
- Over (25%) of exposed surface is covered with rust.
- Excessive exterior damage (25%) of exposed area or more (substantial dents, holes, excessive scratches, burrs, ragged edges that present the container in an undesirable appearance).

10.3 Evaluating Containers

The successful Proposer(s) shall evaluate the condition of all refuse containers on a quarterly basis and provide this information in a report to the CM NLT the (5th) day following the close of the quarter. The report shall include container size, serial number, location, condition rating, number of times cleaned that quarter, number of times painted that quarter, the number of times repaired that quarter, number of dumpsters moved that quarter, total number of serviceable collection containers, and number of collection containers in need of repair.

10.4 Container Replacement/Repairs

Deteriorated solid waste containers shall be replaced with Government-owned containers or repaired by the successful Proposer(s) at no cost to the COF. The successful Proposer(s) shall replace containers within (2) weeks of receiving notification by CM; containers with damage severe enough to spill trash during servicing shall be replaced within (2) business days of notification from CM. New government containers are located at storage lot near the corner of Rock Merrit and Letterman St. the successful Proposer(s) shall transport condemned containers to storage lot off Lamont Rd. across from Lamont landfill. The successful Proposer(s) shall provide routine maintenance/repairs to Government-owned vertical compactors, horizontal compactors, vertical balers, horizontal balers, dumpsters, litter cans, tippers, roll off containers, and roll away cover assemblies. The successful Proposer(s) shall coordinate with the CM to schedule all maintenance/repairs. The successful Proposer(s) shall maintain a log of all repairs/maintenance and a copy of this log shall be provided to the CM or CS within (1) business day of the CM or CS's request. Historically unserviceable containers were repaired at a rate of 15 (8) Cubic Yard per month, and 5ea 20/30/40-yard containers per year. The successful

Proposer(s) shall transport government owned temp replacement containers when containers are removed for cleaning, painting, maintenance, or repair. Typical maintenance & repairs include but are not limited to:

- Hydraulic repairs (cylinder rebuilds, hoses, fittings, valves, etc.)
- Electrical repairs varying voltages multi-phase (switches, relays, circuit boards, etc.)
- Metal fabrication (welding, bending, grinding etc.)
- Concrete repairs (guide rail anchoring, compactor securement, etc.)
- Paint repairs (stenciling, container painting, etc.)
- Lid repairs plastic and metal lids (replacement/repair)

10.5 Container Lids

All containers shall be equipped with lids and locking latches where required. All solid waste container tops, lids, and doors shall be closed after emptying.

10.6 Container Cleaning Schedule

The successful Proposer(s) shall provide the CM with a recommended refuse collection container cleaning schedule NLT ten (10) calendar days after contract award. The successful Proposer(s) shall only clean refuse dumpsters containing food waste, (e.g., containers at dining facilities, cafeterias, etc.) as needed. Cleaning shall be completed in an off-post location and the contractor shall transport at no additional cost to the COF, a Government-owned container in its place until the original cleaned container is returned. Cleaning shall only be permitted on post/location if contractor provides cleaning equipment, capable of completely self-containing contaminated water, allowing no spillage to ground surfaces. The successful Proposer(s) shall provide to the CM with a list of refuse collection containers that have received cleaning service each month throughout the Period of Performance (POP). The successful Proposer(s) shall provide a Monthly Refuse Container Cleaning Schedule that shall include days of service and driver, each container location, container type, cleaning time, and cleaning method. The successful Proposer(s) shall clean and sanitize refuse containers, as needed, to ensure they are clean and odorless.

10.7 Condition Complaints

Complaints regarding unsanitary conditions of containers and/or area around containers, due to successful Proposer(s) negligence, shall be corrected by the Proposer within twenty-four (24) hours of notification or by COB the next service day. The successful Proposer(s) shall maintain the Collection Point to discourage the harboring, feeding, and breeding of disease vectors. When responding to complaints, the successful Proposer(s) shall remove all litter and waste on the ground within a ten (10) foot radius of the container.

11.0 REPORTS

11.1 Reports

All reports shall be submitted to the CM not later than the (3rd) day of each month

unless otherwise directed in this RFP. These reports shall be provided by hard copy or e-mail and shall be compatible in Microsoft suite software.

11.2 Monthly Summary Report

The successful Proposer(s) shall provide a monthly summary report of tonnage landfilled as MSW and tires by the (3rd) of each month. The monthly summary report shall, at a minimum, identify the alternative waste streams, C&D, organics, stable waste, landfill/transfer station tipping fees, and percent MSW and tires.

11.3 Work Control, Records, and Reports Plan (WCRRP)

The successful Proposer(s) shall develop and implement a WCRRP to include all information control procedures necessary to ensure timely and acceptable accomplishment of all contract data requirements, and permit tracking of work in progress. The successful Proposer(s) shall submit a WCRRP to the CM for approval NLT ten (10) days after contract performance start date, and modifications to the plan NLT seven (7) working days prior to implementation of any changes.

The successful Proposer(s) shall revise, modify, and resubmit the plan for approval annually. The successful Proposer(s) shall accurately, completely, and legibly prepare and submit the documentation and automated reports to the CM. Reports shall include any supplemental charts, photographs, manufacturer's pamphlets, etc., necessary to complete the report.

11.4 Weekly Skip Reports

The successful Proposer(s) shall provide a Weekly Skip Report (WSR) to the CM listing containers that cannot be serviced because of blocked access, contamination, illegal material, etc. The successful Proposer(s) shall contact the CM by COB after identifying the non-collected container. The Non-Collected Container Report shall contain the service date, truck or route number, driver's name, container location, time container was checked, why it could not be emptied, and comments (for notations such as a description and license number of blocking vehicle). Upon notification by the CM, the successful Proposer(s) shall ensure collection of the refuse collection container NLT than one (1) business day following notification. The report shall be due by COB the first workday of each week for the prior week's skips.

11.5 Regulatory Agency Inspections

The successful Proposer(s) shall submit a written report of any inspection visit by representative(s) of any regulatory agency and immediately notify the CM. This report shall include the representatives' names, titles, identification numbers, and agencies, reason(s) for the visit, and comments or findings. The successful Proposer(s) shall submit a copy of all reports received because of these visits to the CM by COB of the next business day following receipt of the report. Any samples, reports, etc. shall be accompanied by a statement signed by the inspecting regulatory agency representative validating their authenticity.

11.6 Other Reports

The successful Proposer(s) shall provide copies of other reports to the CM, such as those reports the Proposer develops to submit to State Regulators or to support the Proposer's work system, NLT COB (1) business day after completion.

12.0 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT & SERVICES

12.1 Property

The Government shall not furnish/provide any office space for the Proposer under this contract.

12.2 Serialized Containers

Collection containers will be provided by the Government and will have a number stenciled or painted on them for serialization and identification purposes.

12.3 Collection Stations

The COF will maintain a list of designated solid waste collection stations on the installation for collection in coordination with DPW. The successful Proposer(s) may relocate, combine, or eliminate pick-up stations ONLY after:

- 1) Providing a cost effectiveness and fill-rate analysis to the CM
- 2) Receiving approval from the CM.

12.4 Cubic Yard Capacity

COF reserves the right to change the cubic yard capacity at any of the collection stations, reduce or increase the frequency of a collection station, or change the number of collection stations if it does not increase the overall tonnage capacity requirement of the individual task order.

12.5 Services

Police and Fire protection shall be provided by the Government when working on Fort Liberty, North Carolina and at any pertinent location in and around Camp Mackall. Smith Lake Travel Park, Special Operations Training Facility, Aberdeen Training Facility, Simmons Army Airfield, Pope Army Airfield, Airborne Special Operations Museum, and Linden Oaks Housing Area excluding quarters.

12.6 Dump Trucks

The Government will not provide dump trucks, or any other equipment required to fulfill the requirements under this contract.

13.0 CONTRACTOR FURNISHED MATERIALS & EQUIPMENT

13.1 General

The successful Proposer(s) shall furnish all supplies, equipment, facilities, and services required to perform work under this contract that are not provided by the Government.

The successful

Proposer(s) shall provide communications and utilities if the installation provides on post facility.

13.2 Materials

The successful Proposer(s) shall furnish all materials and supplies required to perform work under this contract except that which is furnished by the Government. The successful Proposer(s) shall provide all supplies, tools, and clothing (including Personal Protective Equipment) for Proposer's employees when required by OSHA regulations, 29 CFR 1910, Subpart 1) to meet the terms of this contract.

13.3 Equipment

The successful Proposer(s) shall ensure all equipment shall meet applicable federal, state, local laws, codes, regulations, and other requirements. Equipment failure shall not alleviate the Proposer from performing any requirements of this contract. Equipment shall include all necessary and customary hand, mechanical appliances routinely used for the Solid Waste Management operations.

13.4 Unserviceable Contractor Equipment

Proposer furnished equipment or items, inoperable or unserviceable for whatever reason including failure to meet Federal, State or local safety requirements, shall be removed from the installation within twenty-four (24) hours after failure.

14.0 Liquidated Damages

14.1 Liquidated Damages (Example)

During the Agreement Term, the Contractor shall sustain the performance standards stated in the RFP. In the event the Contractor fails to sustain the stated performance standards and/or is not in compliance with the terms of the Agreement, the City may deem the Contractor to be in default in accordance with the provisions of RFP.

In the event of non-compliance, the City shall notify the Contractor in writing of the basis for each assessment of liquidated damages. City shall work in good faith with the Contractor to resolve any disputes related to liquidated damages.

Liquidated damages shall be due to the City on the next quarterly remittance following assessment of the liquidated damages.

	Incident	Cost Schedule
1	Failure to complete a regularly scheduled collection route without notifying the PM.	\$100 first incident; \$250 per incident for each incident thereafter during any billing cycle.
2	Failure to provide services at the scheduled service frequency without providing evidence of unserviceability to PM.	\$100 first incident; \$250 per incident for each incident thereafter during any billing cycle.
3	Failure to collect missed collection within the parameters of the contract after notification by PM.	\$200 first incident; \$350 per incident for each occurrence thereafter during any billing cycle
4	Failure to clean up spillage after servicing collection sites. (trash, loose paper, etc.)	\$100 first incident; \$250 per incident for each incident thereafter during any billing cycle.
5	Failure to close gates or chains or secure Government location after providing services in secured areas.	\$250 first incident; \$750 per incident for each incident thereafter in any billing cycle.
6	Failure to clean spills (oil, hydraulic, fluid, fuel, coolant, etc.) per the contract.	\$500 first incident; \$1000 per incident for each incident thereafter in any billing cycle.
7	Failure to communicate with customers in a polite, respectful, and courteous manner.	\$250 first incident; \$500 per incident for each incident thereafter in any billing cycle.
8	Failure to-service/deliver/replace/remove special collections containers as directed by PM within the terms of the contract.	\$500 first incident; \$1000 per incident for every incident thereafter in any billing cycle.
9	Failure to cover, secure, or contain materials during transport.	\$250 first incident; \$500 per incident for every incident thereafter in any billing cycle.
10	Failure to repair damage to customer property upon notice from the PM and determination of Contractor's liability.	2X times the cost of the repair or \$250K whichever is greater.
11	Failure to respond to or resolve service complaints by the end of the next business day without notifying PM.	\$250 first incident; \$500 per incident for every incident thereafter in any billing cycle.

12	Failure to maintain collection vehicle cleanliness or maintenance standards as outlined in the contract.	\$250 first incident; \$500 per incident for every incident thereafter in any billing cycle.
13	Failure to correct deficiencies in cleanliness, safety or sanitation of equipment within 48 hours of written request.	\$500 first incident; \$750 per incident for every incident thereafter in any billing cycle.
14	Failure to repair equipment that is breaking down, leaking fluids, or discharging debris after receiving notice of the same from the PM.	\$500 first incident; \$1000 per incident for every incident thereafter in any billing cycle.
15	Failure to properly display Contractor's name, phone number, and vehicle number on collection vehicles and support vehicles.	\$250 first incident; \$500 per incident for every incident thereafter in any billing cycle.
16	Failure to deliver MSW to the correct designated disposal facility without prior approval of the PM.	\$1000 first incident; \$2500 per incident for every incident thereafter in any billing cycle.
17	The transportation of off-post materials onto Fort Liberty for the purposes of co-mingling materials.	\$500 first incident; \$1000 per incident for every incident thereafter in any billing cycle.
18	Failure to collect bulky items within a 10-foot radius of a collection site as outlined in the contract after notification.	\$250 first incident; \$500 per incident for every incident thereafter in any 30-day calendar period.
19	Failure to remediate illegal dumping locations after notification within the terms of the contract.	\$250 first incident; \$500 per incident for every incident thereafter in any 30-day calendar period.
20	Failure to meet reporting deadlines as outlined in the terms of the contract.	\$500 first incident; \$1000 per incident for every incident thereafter in any 30-day calendar period.
21	Contract abandonment: Failure to complete the terms of the contract as agreed upon for the outlined time frame.	2X times the adjusted gross revenue of the term of the contract.

Reference	REF Criteria	Contractor has read, understands, and can comply with the identified section			Comments
		YES	NO	N/A	
	Introduction, Background, General Information, & General Scope				
1.0	SCOPE OF WORK				
1.1	Traffic Flow				
1.2	Restoration of Real Property				
1.3	Recognized Holidays				
1.4	Hours of Operation				
1.5	Installation Closures				
1.6	Inclement Weather Delays				

1.7	Local Health Protection Conditions				
2.0	SECURITY INFORMATION				
2.1	Security Requirements				
2.2	Access and General Protection/Security Policy Procedures				
2.3	Physical Security				
2.4	Emergency Evacuations				
3.0	CONTRACT OVERSIGHT				
3.1	COF Contract Manager (Public Services Assistant Director)				
3.2	Contractor Point of Contact (Project Manager)				

4.0	QUALITY CONTROL				
4.1	Quality Control Plan				
4.2	Phase-In / Phase-Out Period				
5.0	ACCIDENT PROTOCOLS				
5.1	Emergency Services/Medical Treatment				
5.2	Accident Reporting				
5.3	Environment & OSHA				
5.4	Safety				
5.5	Safety Plan				

5.6	Spill Plan				
6.0	CONTRACTOR REQUIREMENTS				
6.1	Standards of Conduct				
6.2	U.S. Residency				
6.3	Contractor Hiring Restrictions				
6.4	Contractor Identification				
6.5	Scavenging				
6.6	Hazardous Materials				
6.7	Other Hazardous Items				
6.8	HAZMAT in Containers				

6.9	Ordinance (Ammunition)				
6.10	Deliverables				
6.11	Co-Mingling Waste				
6.12	Outside Normal Duty Hours				
7.0	SPECIFIC TASKS				
7.1	Specific Tasks				
7.2	Construction & Demolition				
7.3	Refuse/C&D Collection Schedule				
7.4	Bulky Items				
7.5	Container Spillage				

7.6	Tire Container				
8.0	SPECIAL COLLECTIONS				
8.1	Special Collections				
8.2	Special Events/Tasks				
8.3	Additional Services				
8.4	Storms & Natural Disasters				
8.5	Unscheduled Clean-Ups				
8.6	Emergency Work				
9.0	CONTRACTOR VEHICLES				

9.1	Collection Vehicles				
9.2	Vehicle Maintenance				
10.0	CONTAINER MAINTNANCE				
10.1	Container Management				
10.2	Serviceable Containers				
10.3	Evaluating Containers				
10.4	Container Replacement/Repairs				
10.5	Container Lids				
10.6	Container Cleaning Schedule				
10.7	Condition Complaints				

11.0	REPORTS				
11.1	Reports				
11.2	Monthly Summary Report				
11.3	Work Control, Records, and Reports Plan (WCRRP)				
11.4	Weekly Skip Reports				
11.5	Regulatory Agency Inspections				
11.6	Other Reports				
12.0	GOVERNMENT FURNISHED PROPERTY, EQUIPMENT & SERVICES				
12.1	Property				

12.2	Serialized Containers				
12.3	Collection Stations				
12.4	Cubic Yard Capacity				
12.5	Services				
12.6	Dump Trucks				
13.0	CONTRACTOR FURNISHED MATERIALS & EQUIPMENT				
13.1	General				
13.2	Materials				
13.3	Equipment				

14.0	The contractor agrees to all terms in the liquidated damages fee schedule as outlined in this RFP and agrees to honor the stated terms of this contract.				
	Demonstrate adequate financial security, assets, and creditworthiness to provide uninterrupted services throughout the term of the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Demonstrate adequate electronic systems to meet or exceed reporting parameters as outlined within the RFP throughout the contract terms.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	The contractor must provide an adequate number of staff, collection, and support vehicles to accommodate the volumes of generated non-hazardous solid waste, and the geographic area of collection sites outlined in this RFP throughout the term of the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Demonstrate verifiable similar experience in service, customer quality, and capacity in providing collection and hauling services as outlined within this RFP.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	The contractor must demonstrate the ability to operate within the security parameters of the Government, FortY Liberty, Department of Defense, U. S. Army, or any other entity required in the terms of this contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

		<i>YES</i>	<i>NO</i>	<i>N/A</i>	
	The contractor and all staff entering Fort Liberty must meet the U.S. Residency requirements as outlined in terms of this RFP throughout the term of the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	The contractor and all staff must meet all identification requirements as outlined in the terms of this RFP throughout the term of the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	The contractor and all staff must operate within the standards of conduct outlined in the terms of this RFP throughout the term of the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	The contractor must implement and maintain a Quality Control Plan as outlined within the terms of this RFP throughout the term of the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Demonstrate the ability to provide a high level of customer quality at similar volume levels.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Demonstrate the ability to provide container maintenance and repairs on Government-Owned equipment for various types of compactors and varying container types as outlined within this RFP throughout the term of the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	The contractor must pick up any debris (trash, recycle, bulky trash, etc.) on the ground within a ten (10) foot radius at all collection sites as part of regular collections within twenty-four hours as outlined within this RFP throughout the term of the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

		<i>YES</i>	<i>NO</i>	<i>N/A</i>	
	The contractor must clean up any spillage (trash, recycle, or bulky waste) created from the servicing or transport of solid waste containers at all collection sites as outlined in the terms of this RFP throughout the term of the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	The contractor's collection and support vehicles must be regularly maintained to mitigate downtime and frequently cleaned to present the best possible appearance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	The contractor must provide adequate staffing and equipment to support temporary fluctuations in volume to accommodate special events or special tasks as described in this RFP throughout the term of the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	The contractor must maintain billing, invoice, and reporting timelines as outlined in this RFP throughout the term of the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	The contractor must dispose of materials in the approved appropriate disposal facilities and produce evidence of reported tonnage for reimbursement from the City for disposal tipping fees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	The contractor must clean up all oil spills (hydraulic oil, motor oil, etc.) created by the collection of solid waste or vehicles within 2 hours of the spill as outlined in this RFP at no additional expense to the COF or the Government throughout the term of this contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Exhibit B – Performance Requirements Summary

Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Incentive (Positive and/or Negative)
<p>The Contractor shall furnish an adequate number of the following types of vehicles, which meet all applicable standards including the standards established by the American National Standards Institute (ANSI Z245.1, Safety Standards for Refuse Collection Equipment) and regulations and licensing established by the local, state and Federal Governments to include, but not limited to, exterior rear-view mirrors, back-up lights, four-way emergency flashers, easily accessible first aid equipment and fire extinguisher, audible reverse warning device, and, if crew members ride outside the cab of the collection vehicles for short distances, handholds and platforms large enough to accommodate and safeguard crew members against slipping on all collection vehicles, as a minimum. Vehicles shall be capable of maneuvering in rough terrain. All primary vehicles shall meet all applicable State, Local and Federal Regulations that govern refuse vehicles upon start of contract and maintain until completion of contract. Spare vehicles used during the performance of this contract shall be in serviceable condition, shall be of the similar collection platform of the primary vehicles, and shall meet the same regulations as primary vehicles, shall only be used on a temporary basis, and shall not become a primary vehicle unless another vehicle has taken its place as spare and original numbers of spares remained the same. Any vehicle determined unsafe or in need of repair shall be immediately removed from service by the Contractor for corrections or repairs. This does not relieve the Contractor of his/her contractual responsibilities.</p>	<p>The Contractor shall provide adequate number of vehicles during required duty hours</p>	<p>100% of the time with no deviations</p>	<p>Contractor compliance rate shall be utilized as objective evidence of contract compliance. Contractor shall re-perform the service.</p>

<p>Frequency of Collection, Refuse Containers: Refuse containers shall be collected, and the contents disposed. Using the schedule provided by the contractor, the Contractor may be required to empty dumpsters outside the normal schedule as directed by the COR due to excessive refuse or special situations, this requirement shall be accomplished without any interruptions to regular scheduled collections at no additional cost to the government.</p>	<p>The contractor shall provide services to collect containers listed in (Exhibit C) and ensure containers are emptied on a regular schedule.</p>	<p>2% Deviation from performance standard not to include instances outside of contractors control (IE. Blocked containers, parades, closed roads etc.)</p>	<p>Non-conforming services will result in Non-Conforming Reports issued to Contractor.</p>
<p>Special Event/Task: In addition to the scheduled refuse collection and disposal, the Contractor shall be required to make special collections after notification from the Contracting Officer or COR. Special activities are held at Fort Liberty on a year-round basis. The heaviest period of activities normally occurs during the months of April through December but may occur during other months of the year. The activities include, but are not limited to, training by groups such as regular Army exercises, Army Reserves, National Guard, ROTC, Marines, Boy and Girl Scouts Summer Camp, Special Children Camps, and Troop Entertainment Activities (Music Festivals and Carnivals). Activities vary in length from several days to several months duration and require refuse collection and disposal services. The Contractor shall provide refuse collection and disposal services, and placement and removal of Government-owned containers for all special activities. No definite collection schedule can be established for additional taskers activities, containers vary in size from 8 cubic yard to 42 cubic yard containers. The refuse containers are government-owned, contractor-maintained.</p>	<p>The contractor shall provide services to transport and collect containers after notification from the Contracting Officer or COR.</p>	<p>Zero Deviation from performance standard.</p>	<p>Non-conforming services will result in Non-Conforming Reports issued to the Contractor.</p>

<p>The (KO) may designate a work requirement as an emergency. The Contractor shall respond immediately to emergency work requests. The Contractor shall divert employees, if necessary, to respond to and accomplish emergency work. Emergency work would be necessary for the protection of life, health, or safety. Response time shall not exceed one (1) hour and work shall commence within two (2) hours upon notification. The Contractor shall continue working until the work is complete. Reimbursement for this requirement will be made under CLINs for Special Collection / Front end emergency placement and roll-off emergency placement.</p>	<p>The contractor shall provide Emergency services after notification from the KO or COR within (2) hours of notification.</p>	<p>Zero Deviation from performance standard.</p>	<p>Non-conforming services will result in Non-Conforming Reports issued to Contractor and potential equitable adjustment by the Contracting Officer.</p>
<p>The Contractor shall be responsible, at Contractor expense, for obtaining and maintaining compliance under, and obtaining any necessary extensions of, all permits, licenses, zoning ordinances, and other Federal, state, county and regional approvals, including those related to air and water pollution, solid waste, sighting, land use, wetlands, flood plain, noise, odor, and building, which may be necessary for the operation of collection, disposal and the transporting of MSW. As part of the proposal, the Contractor shall submit one copy of the disposal permit (s) or other written documentation of approval (s) and suitability from the NC permitted subtitle D landfill (s)/Transfer stations to be used for disposal of all MSW.</p>	<p>The contractor shall be responsible for obtaining and maintaining proper licenses/permits.</p>	<p>Zero Deviation from performance standard</p>	<p>Non-conforming services will result in Non-Conforming Reports issued to the Contractor.</p>

<p>Solid Waste Management is a comprehensive approach to managing non-hazardous solid waste that encompasses green procurement, waste prevention, and disposal programs. The Contractor, partnering with the installation, shall determine and utilize the most cost effective Recycle and Solid Waste Management services, emphasizing innovation and commercial best practices, to maximize diversion. The Contractor shall dispose of all commercial, industrial, and community activity waste in accordance with (IAW) all applicable Federal, State, and local laws and regulations. The waste shall be disposed of at a Subtitle "D" Municipal Solid Waste (MSW) landfill located in the State of (North Carolina) and approved and fully permitted by the (North Carolina Environment Management Commission NC DEQ.) The Contractor shall pay all applicable fees associated with disposal to be reimbursed monthly based on supporting documentation receipts, scale tickets, etc.</p>	<p>Contractor shall dispose of all commercial, industrial, and community activity waste in accordance with all applicable Federal, State, and local laws and regulations. The waste shall be disposed of at a Subtitle "D" Municipal Solid Waste (MSW) landfill located in the State of (North Carolina) and approved and fully permitted by the (North Carolina Environment Management Commission NC DEQ.)</p>	<p>Zero Deviation from performance standard</p>	<p>Non-conforming services will result in Non-Conforming Reports issued to Contractor.</p>
<p>The Contractor shall provide refuse collection and disposal services, and placement and removal of Government-owned containers for all special activities. No definite collection schedule can be established for additional taskers activities.</p>	<p>The Contractor shall provide services to transport and collect containers after notification from the KO or COR.</p>	<p>Zero Deviation from performance standard</p>	<p>Non-conforming services will result in Non-Conforming Reports issued to Contractor.</p>

Exhibit C - Inventory of Collection Equipment

Bldg #	Location	Wash Schedule	# of Svc Days	Container Size
4-1424		Qtrly	1	2 CY Dumpster
J-1832A		Qtrly	2	20 CY Roll Off
PAAF 720B		Qtrly	2	20 CY Roll Off
PAAF 720C		Qtrly	2	20 CY Roll Off
X-4670A		Qtrly	2	20 CY Roll Off
X-4670B		Qtrly	2	20 CY Roll Off
C-8247		Qtrly	3	30 cy dumpster, 8 CY Dumpster
O-650B ck		Qtrly	0	30 CY Roll Off
O-650A ck		Qtrly	1	30 CY Roll Off
Y-5015G		Qtrly	2	30 CY Roll Off
F-2534C		XXX	XXX	30 CY Roll Off
4-2817D		Monthly	1	32 CY Compactor
H-4406A		Wkly	1	32 CY Compactor
Z-3252E	Z-3452E	Wkly	1	32 CY Compactor
4-2817A		Wkly	2	32 CY Compactor
4-2817B		Wkly	2	32 CY Compactor
4-2817C		Wkly	2	32 CY Compactor
4-2817E		Wkly	2	32 CY Compactor
5-5348		Wkly	2	32 CY Compactor

Exhibit C - Inventory of Collection Equipment

8-5476H	Wkly	2	32 CY Compactor
8-5476J	Wkly	2	32 CY Compactor
C-5934A	Wkly	2	32 CY Compactor
T-3467D ?	Wkly	1	32 CY Compactor Cardboard
T-2954	Wkly	2	32 CY Compactor Cardboard
X-3347 ck	Qtrly	0	40 CY Roll Off
A-4386E	Qtrly	1	40 CY Roll Off
F-4814	Qtrly	2	40 CY Roll Off
Y-5015F	Qtrly	2	40 CY Roll Off
Y-5727	Qtrly	2	40 CY Roll Off
F-2534A	XXX	XXX	40 CY Roll Off
J-1832B J-1334	Qtrly	2	40 CY Roll Off or 30 CY Roll Off
3-1240	Qtrly	1	42/30/20 CY Roll Off
3-2744B	Qtrly	1	42/30/20 CY Roll Off
3-2744C	Qtrly	1	42/30/20 CY Roll Off
3-2744D	Qtrly	1	42/30/20 CY Roll Off
8-5476L	Qtrly	1	42/30/20 CY Roll Off
N-5536B	Qtrly	1	42/30/20 CY Roll Off
O-Range 37	Qtrly	1	42/30/20 CY Roll Off
O-Range 37	Qtrly	1	42/30/20 CY Roll Off

Exhibit C - Inventory of Collection Equipment

T-AREA	Qtrly	1	42/30/20 CY Roll Off
T-AREA	Qtrly	1	42/30/20 CY Roll Off
T-AREA	Qtrly	1	42/30/20 CY Roll Off
W-2108C	Qtrly	1	42/30/20 CY Roll Off
Y-4804E	Qtrly	1	42/30/20 CY Roll Off
F-4213C	Qtrly	2	42/30/20 CY Roll Off
J-2150B J-2050	Qtrly	2	42/30/20 CY Roll Off
J-2535F ck	Qtrly	2	42/30/20 CY Roll Off
O-5023A	Qtrly	2	42/30/20 CY Roll Off
O-5023B	Qtrly	2	42/30/20 CY Roll Off
O-5023C	Qtrly	2	42/30/20 CY Roll Off
O-5032A	Qtrly	2	42/30/20 CY Roll Off
O-Range 19 / SOTF	Qtrly	2	42/30/20 CY Roll Off
O-Range 19 / SOTF	Qtrly	2	42/30/20 CY Roll Off
R-2261E	Qtrly	2	42/30/20 CY Roll Off
W-3593E	Qtrly	2	42/30/20 CY Roll Off
W-3593H	Qtrly	2	42/30/20 CY Roll Off
Y-4804F	Qtrly	2	42/30/20 CY Roll Off
Z-3252G Z-3452G	WKLY	2	42/30/20 CY Roll Off
Z-3252K Z-3452K	WKLY	2	42/30/20 CY Roll Off

Exhibit C - Inventory of Collection Equipment

O-Lamont Landfill	Qtrly	3	42/30/20 CY Roll Off
O-Lamont Landfill	Qtrly	3	42/30/20 CY Roll Off
O-Lamont Landfill	Qtrly	3	42/30/20 CY Roll Off
J-1334A	Qtrly	2	42/30/20 CY Roll Off Cardboard
J-1334B	Qtrly	2	42/30/20 CY Roll Off Cardboard
R-2261D	Qtrly	2	42/30/20 CY Roll Off Cardboard
W-3593D	Qtrly	2	42/30/20 CY Roll Off Cardboard
O-Lamont Landfill	Qtrly	3	42/30/20 CY Roll Off Cardboard
3-2043F	Qtrly	1	42/30/20 CY Roll Off Wood
3-3055	Qtrly	1	42/30/20 CY Roll Off Wood
8-5476K	Qtrly	1	42/30/20 CY Roll Off Wood
J-2150A J-2050	Qtrly	2	42/30/20 CY Roll Off Wood
W-3593J	Qtrly	2	42/30/20 CY Roll Off Wood
T-1875A	Qtrly	3	42/30/20 CY Roll Off Wood
2-2426A 2-2428A	Qtrly	0	8 CY Dumpster
2-2802 2-2803	Qtrly	0	8 CY Dumpster
A-3265A A-2743	Qtrly	0	8 CY Dumpster
A-3265B A-2743	Qtrly	0	8 CY Dumpster
A-3275B ck	Qtrly	0	8 CY Dumpster
A-1308	Qtrly	0	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

A-6426	Qtrly	0	8 CY Dumpster
A-6426	Qtrly	0	8 CY Dumpster
A-6532	Qtrly	0	8 CY Dumpster
A-1945	Qtrly	0	8 CY Dumpster
C-8837B	Qtrly	0	8 CY Dumpster
D-4052A	Qtrly	0	8 CY Dumpster
H-2919C	Qtrly	0	8 CY Dumpster
H-3441B	Qtrly	0	8 CY Dumpster
O-9123A O-9034A	Qtrly	0	8 CY Dumpster
PAAF 732 PAAF 730A PAA	Qtrly	0	8 CY Dumpster
1-4678A 1-4679	Qtrly	1	8 CY Dumpster
2-1256	Qtrly	1	8 CY Dumpster
2-1414 ck	Qtrly	1	8 CY Dumpster
2-6503A	Qtrly	1	8 CY Dumpster
4-1567	Qtrly	1	8 CY Dumpster
4-1571	Qtrly	1	8 CY Dumpster
5-1401	Qtrly	1	8 CY Dumpster
5-5210	Qtrly	1	8 CY Dumpster
5-5519	Qtrly	1	8 CY Dumpster
6-8650	Qtrly	1	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

6-8950		Qtrly	1	8 CY Dumpster
6-9572		Qtrly	1	8 CY Dumpster
8-3816		Qtrly	1	8 CY Dumpster
8-4613	8-4813	Qtrly	1	8 CY Dumpster
8-5303		Qtrly	1	8 CY Dumpster
A-4443		Qtrly	1	8 CY Dumpster
A-6472A	A-6470	Qtrly	1	8 CY Dumpster
A-6472B	A-6470	Qtrly	1	8 CY Dumpster
A-6990		Qtrly	1	8 CY Dumpster
F-4334		Qtrly	1	8 CY Dumpster
N-6002		Qtrly	1	8 CY Dumpster
O-3454		Qtrly	1	8 CY Dumpster
O-3515		Qtrly	1	8 CY Dumpster
O-3604		Qtrly	1	8 CY Dumpster
O-5000		Qtrly	1	8 CY Dumpster
O-5005A		Qtrly	1	8 CY Dumpster
O-5005B		Qtrly	1	8 CY Dumpster
O-5011		Qtrly	1	8 CY Dumpster
O-5013		Qtrly	1	8 CY Dumpster
O-5154 /O-5150		Qtrly	1	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

O-8401A	O-8406	Monthly	1	8 CY Dumpster
O-8401A	<u>O-8406</u>	Monthly	1	8 CY Dumpster
O-8401A	O-8406	Monthly	1	8 CY Dumpster
O-9006		Qtrly	1	8 CY Dumpster
O-9007		Qtrly	1	8 CY Dumpster
O-9012		Qtrly	1	8 CY Dumpster
O-9013A		Qtrly	1	8 CY Dumpster
O-9013B		Qtrly	1	8 CY Dumpster
O-9013C		Qtrly	1	8 CY Dumpster
O-9034A	O-9129	Qtrly	1	8 CY Dumpster
O-9034B	O-9129	Qtrly	1	8 CY Dumpster
O-9071A		Qtrly	1	8 CY Dumpster
O-9071B		Qtrly	1	8 CY Dumpster
O-9077		Qtrly	1	8 CY Dumpster
O-9103A	O-9062A	Qtrly	1	8 CY Dumpster
O-9103B	O-9062B	Qtrly	1	8 CY Dumpster
O-9116		Qtrly	1	8 CY Dumpster
O-9123B	O-9125B	Qtrly	1	8 CY Dumpster
O-9382A		Monthly	1	8 CY Dumpster
O-9382B		Monthly	1	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

O-9382C	Monthly	1	8 CY Dumpster
O-9382D	Monthly	1	8 CY Dumpster
O-9477	Qtrly	1	8 CY Dumpster
O-9480A	Qtrly	1	8 CY Dumpster
O-9481	Qtrly	1	8 CY Dumpster
O-9482	Qtrly	1	8 CY Dumpster
O-9653A	Qtrly	1	8 CY Dumpster
O-Lamont Landfill	Qtrly	1	8 CY Dumpster
PAAF 134A	Qtrly	1	8 CY Dumpster
PAAF 137	Qtrly	1	8 CY Dumpster
PAAF 317	Qtrly	1	8 CY Dumpster
PAAF 454B	Qtrly	1	8 CY Dumpster
PAAF 776 PAAF 811	Qtrly	1	8 CY Dumpster
Q-5144A	Qtrly	1	8 CY Dumpster
1-1139	Qtrly	2	8 CY Dumpster
1-1242 1-1152	Qtrly	2	8 CY Dumpster
1-1548A	Qtrly	2	8 CY Dumpster
1-1548B	Qtrly	2	8 CY Dumpster
2-1644A	Qtrly	2	8 CY Dumpster
2-1644B	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

2-1959		Wkly	2	8 CY Dumpster
2-2055		Qtrly	2	8 CY Dumpster
2-2405B	2-2404ck	Qtrly	2	8 CY Dumpster
2-2405C		Qtrly	2	8 CY Dumpster
2-2409		Qtrly	2	8 CY Dumpster
2-2426A	2-2428A	Qtrly	2	8 CY Dumpster
2-2428A	2-2426A 2-29	Qtrly	2	8 CY Dumpster
2-2813		Qtrly	2	8 CY Dumpster
2-3426A		Qtrly	2	8 CY Dumpster
2-3426B		Qtrly	2	8 CY Dumpster
2-3614	2-3214	Qtrly	2	8 CY Dumpster
2-3810		Qtrly	2	8 CY Dumpster
2-5146	2-5350	Qtrly	2	8 CY Dumpster
2-5935		Qtrly	2	8 CY Dumpster
2-7606A		Qtrly	2	8 CY Dumpster
2-7606B		Qtrly	2	8 CY Dumpster
3-1240		Qtrly	2	8 CY Dumpster
3-1335		Qtrly	2	8 CY Dumpster
3-1606A		Qtrly	2	8 CY Dumpster
3-1634A		Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

3-1737		Qtrly	2	8 CY Dumpster
3-1933		Qtrly	2	8 CY Dumpster
3-1935		Qtrly	2	8 CY Dumpster
3-2436		Qtrly	2	8 CY Dumpster
3-2634A		Qtrly	2	8 CY Dumpster
3-3327A		Qtrly	2	8 CY Dumpster
3-4923 ck		Qtrly	2	8 CY Dumpster
4-3871		Qtrly	2	8 CY Dumpster
5-6211A		Qtrly	2	8 CY Dumpster
5-6211B		Qtrly	2	8 CY Dumpster
8-1078		Qtrly	2	8 CY Dumpster
8-2328		Qtrly	2	8 CY Dumpster
8-2547A		Qtrly	2	8 CY Dumpster
8-3710		Qtrly	2	8 CY Dumpster
8-6543A		Qtrly	2	8 CY Dumpster
8-6812A		Qtrly	2	8 CY Dumpster
8-7006		Qtrly	2	8 CY Dumpster
A-1308A 1	A-	Qtrly	2	8 CY Dumpster
A-1308B	A-64	Qtrly	2	8 CY Dumpster
A-1308C	A-	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

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A-1657A	Qtrly	2	8 CY Dumpster
A-1744 A-1843	Qtrly	2	8 CY Dumpster
A-1917	Qtrly	2	8 CY Dumpster
A-1985A	Qtrly	2	8 CY Dumpster
A-1985B	Qtrly	2	8 CY Dumpster
A-2031 A-2032	Qtrly	2	8 CY Dumpster
A-2206A	Qtrly	2	8 CY Dumpster
A-2206B	Qtrly	2	8 CY Dumpster
A-2451A	Qtrly	2	8 CY Dumpster
A-2451B	Qtrly	2	8 CY Dumpster
A-2451C	Qtrly	2	8 CY Dumpster
A-2530	Qtrly	2	8 CY Dumpster
A-2530	Qtrly	2	8 CY Dumpster
A-2530	Qtrly	2	8 CY Dumpster
A-2530	Qtrly	2	8 CY Dumpster
A-2530	Qtrly	2	8 CY Dumpster
A-2530	Qtrly	2	8 CY Dumpster
A-2530	Qtrly	2	8 CY Dumpster
A-2530A	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

A-2530B	Qtrly	2	8 CY Dumpster
A-2530C	Qtrly	2	8 CY Dumpster
A-2537A	Qtrly	2	8 CY Dumpster
A-3428 ck	Qtrly	2	8 CY Dumpster
A-3434A	Qtrly	2	8 CY Dumpster
A-3434B	Qtrly	2	8 CY Dumpster
A-3479	Qtrly	2	8 CY Dumpster
A-3804A	Qtrly	2	8 CY Dumpster
A-3804B	Qtrly	2	8 CY Dumpster
A-4148A	Qtrly	2	8 CY Dumpster
A-4148B	Qtrly	2	8 CY Dumpster
A-4326A	Qtrly	2	8 CY Dumpster
A-4326B	Qtrly	2	8 CY Dumpster
A-4333A	Qtrly	2	8 CY Dumpster
A-4333B	Qtrly	2	8 CY Dumpster
A-4357A A-4251	Qtrly	2	8 CY Dumpster
A-4357B	Qtrly	2	8 CY Dumpster
A-4357C	Qtrly	2	8 CY Dumpster
A-4361A	Qtrly	2	8 CY Dumpster
A-4361B	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

A-4375A		Qtrly	2	8 CY Dumpster
A-4375B		Qtrly	2	8 CY Dumpster
A-4386A		Qtrly	2	8 CY Dumpster
A-4386B		Qtrly	2	8 CY Dumpster
A-4386C		Qtrly	2	8 CY Dumpster
A-4386D		Qtrly	2	8 CY Dumpster
A-4505A		Qtrly	2	8 CY Dumpster
A-4505C		Qtrly	2	8 CY Dumpster
A-4505D		Qtrly	2	8 CY Dumpster
A-4505E		Qtrly	2	8 CY Dumpster
A-4521A		Qtrly	2	8 CY Dumpster
A-4521B		Qtrly	2	8 CY Dumpster
A-5257A		Qtrly	2	8 CY Dumpster
A-5257B		Qtrly	2	8 CY Dumpster
A-6146A	A-6241	Qtrly	2	8 CY Dumpster
A-6146B	A-6241	Qtrly	2	8 CY Dumpster
A-6146C	A-6241	Qtrly	2	8 CY Dumpster
A-6146D		Qtrly	2	8 CY Dumpster
A-6149A	A-6151A	Qtrly	2	8 CY Dumpster
A-6149B	A-6151B	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

A-6283	Qtrly	2	8 CY Dumpster
A-6532A	Qtrly	2	8 CY Dumpster
A-6532B	Qtrly	2	8 CY Dumpster
A-6532C	Qtrly	2	8 CY Dumpster
A-6549A	Qtrly	2	8 CY Dumpster
A-6549B	Qtrly	2	8 CY Dumpster
A-6549C	Qtrly	2	8 CY Dumpster
A-6549D	Qtrly	2	8 CY Dumpster
A-7039	Qtrly	2	8 CY Dumpster
B-7002	Qtrly	2	8 CY Dumpster
C AREA A	Monthly	2	8 CY Dumpster
C AREA B	Monthly	2	8 CY Dumpster
C-1244D C-1647D	Qtrly	2	8 CY Dumpster
C-1536A C-3125	Qtrly	2	8 CY Dumpster
C-1631	Qtrly	2	8 CY Dumpster
C-2015	Qtrly	2	8 CY Dumpster
C-2337	Qtrly	2	8 CY Dumpster
C-2529	Qtrly	2	8 CY Dumpster
C-2717	Qtrly	2	8 CY Dumpster
C-3125D	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

C-3217	C-3316	Qtrly	2	8 CY Dumpster
C-3331A		Qtrly	2	8 CY Dumpster
C-3331B		Qtrly	2	8 CY Dumpster
C-3515A		Qtrly	2	8 CY Dumpster
C-3515B		Qtrly	2	8 CY Dumpster
C-3515C		Qtrly	2	8 CY Dumpster
C-3515D		Qtrly	2	8 CY Dumpster
C-3515E		Qtrly	2	8 CY Dumpster
C-3832		Qtrly	2	8 CY Dumpster
C-4718	C-4818	Qtrly	2	8 CY Dumpster
C-5339A	C-5537	Wkly	2	8 CY Dumpster
C-5339B	C-5537	Wkly	2	8 CY Dumpster
C-5535A	C-5339	Qtrly	2	8 CY Dumpster
C-5535B		Qtrly	2	8 CY Dumpster
C-5919	C-6117	Qtrly	2	8 CY Dumpster
C-6117A		Qtrly	2	8 CY Dumpster
C-6117B		Qtrly	2	8 CY Dumpster
C-6238		Qtrly	2	8 CY Dumpster
C-7417A		Qtrly	2	8 CY Dumpster
C-7417B		Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

C-7417C	Qtrly	2	8 CY Dumpster
C-7620A	Qtrly	2	8 CY Dumpster
C-7620B	Qtrly	2	8 CY Dumpster
C-7845 C-7946	Qtrly	2	8 CY Dumpster
C-7950	Qtrly	2	8 CY Dumpster
C-8030A C-7727A	Qtrly	2	8 CY Dumpster
C-8030B C-7727B	Qtrly	2	8 CY Dumpster
C-8508B	Qtrly	2	8 CY Dumpster
C-8508C	Qtrly	2	8 CY Dumpster
C-8508D	Qtrly	2	8 CY Dumpster
C-8727A C-9225	Qtrly	2	8 CY Dumpster
C-8727B	Qtrly	2	8 CY Dumpster
C-8755	Qtrly	2	8 CY Dumpster
C-9445A C-9444	Qtrly	2	8 CY Dumpster
D-1307	Qtrly	2	8 CY Dumpster
D-1412A D-1511	Qtrly	2	8 CY Dumpster
D-1412B D-1511	Qtrly	2	8 CY Dumpster
D-1457A	Qtrly	2	8 CY Dumpster
D-2026A	Qtrly	2	8 CY Dumpster
D-2026B	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

D-2065A	D-1864A	Qtrly	2	8 CY Dumpster
D-2065B	D-1864B	Qtrly	2	8 CY Dumpster
D-2340B	D-2338B	Qtrly	2	8 CY Dumpster
D-2340C	D-2338C	Qtrly	2	8 CY Dumpster
D-2340D	D-2338D	Qtrly	2	8 CY Dumpster
D-2402A		Qtrly	2	8 CY Dumpster
D-2450A		Qtrly	2	8 CY Dumpster
D-2450B		Qtrly	2	8 CY Dumpster
D-2450C		Qtrly	2	8 CY Dumpster
D-2564A		Qtrly	2	8 CY Dumpster
D-3215A	D-3116A	Qtrly	2	8 CY Dumpster
D-3529		Qtrly	2	8 CY Dumpster
D-3836A		Wkly	2	8 CY Dumpster
D-3856A		Qtrly	2	8 CY Dumpster
D-3856B		Qtrly	2	8 CY Dumpster
D-3947A		Qtrly	2	8 CY Dumpster
E-1541A		Qtrly	2	8 CY Dumpster
E-1646B		Qtrly	2	8 CY Dumpster
E-1739A		Qtrly	2	8 CY Dumpster
E-1743		Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

E-1930	Qtrly	2	8 CY Dumpster
E-1935	Qtrly	2	8 CY Dumpster
E-1952A	Qtrly	2	8 CY Dumpster
E-1952B	Qtrly	2	8 CY Dumpster
E-1978A	Qtrly	2	8 CY Dumpster
E-2040A E-1944A	Qtrly	2	8 CY Dumpster
E-2040B E-1944B	Qtrly	2	8 CY Dumpster
E-2048A	Qtrly	2	8 CY Dumpster
E-2375	Qtrly	2	8 CY Dumpster
E-2473	Qtrly	2	8 CY Dumpster
E-2535A	Qtrly	2	8 CY Dumpster
E-2535B	Qtrly	2	8 CY Dumpster
E-2613	Qtrly	2	8 CY Dumpster
E-2633	Qtrly	2	8 CY Dumpster
E-2713 E-2815	Qtrly	2	8 CY Dumpster
E-2823	Qtrly	2	8 CY Dumpster
E-3323	Qtrly	2	8 CY Dumpster
E-3428	Qtrly	2	8 CY Dumpster
E-3468	Qtrly	2	8 CY Dumpster
E-3556A	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

E-3556B	Qtrly	2	8 CY Dumpster
E-3673	Qtrly	2	8 CY Dumpster
E-3724A	Qtrly	2	8 CY Dumpster
E-3724B	Qtrly	2	8 CY Dumpster
E-3765	Qtrly	2	8 CY Dumpster
E-3825A E-4025	Qtrly	2	8 CY Dumpster
E-3825B E-4025	Qtrly	2	8 CY Dumpster
E-3928A	Qtrly	2	8 CY Dumpster
E-3928B	Qtrly	2	8 CY Dumpster
E-4052A	Qtrly	2	8 CY Dumpster
E-4052B	Qtrly	2	8 CY Dumpster
E-4268A	Qtrly	2	8 CY Dumpster
E-4268B	Qtrly	2	8 CY Dumpster
E-4728A	Qtrly	2	8 CY Dumpster
F-1621A	Qtrly	2	8 CY Dumpster
F-1621B	Qtrly	2	8 CY Dumpster
F-3113A	Qtrly	2	8 CY Dumpster
F-3113B	Qtrly	2	8 CY Dumpster
F-3121A	Qtrly	2	8 CY Dumpster
F-3121B	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

F-4134A	Qtrly	2	8 CY Dumpster
F-4134B	Qtrly	2	8 CY Dumpster
F-4213A	Qtrly	2	8 CY Dumpster
F-4213B	Qtrly	2	8 CY Dumpster
F-4730	Qtrly	2	8 CY Dumpster
F-ASOM	Qtrly	2	8 CY Dumpster
G-4858A	Qtrly	2	8 CY Dumpster
G-5065	Qtrly	2	8 CY Dumpster
G-5164 486	G- Qtrly	2	8 CY Dumpster
H-1556A	Qtrly	2	8 CY Dumpster
H-1617B	Qtrly	2	8 CY Dumpster
H-1729	Qtrly	2	8 CY Dumpster
H-1733	Qtrly	2	8 CY Dumpster
H-1758B	Qtrly	2	8 CY Dumpster
H-1951B	Qtrly	2	8 CY Dumpster
H-2074	Qtrly	2	8 CY Dumpster
H-2260A	Qtrly	2	8 CY Dumpster
H-2309	Qtrly	2	8 CY Dumpster
H-2313A H-2418	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

H-2313B/H-2418	Qtrly	2	8 CY Dumpster
H-2318A	Qtrly	2	8 CY Dumpster

H-2318B	Qtrly	2	8 CY Dumpster
H-2849	Qtrly	2	8 CY Dumpster
H-2908A	Qtrly	2	8 CY Dumpster
H-2908B	Qtrly	2	8 CY Dumpster
H-3057A	Qtrly	2	8 CY Dumpster
H-3057B	Qtrly	2	8 CY Dumpster
H-5777A	Qtrly	2	8 CY Dumpster
H-5777B	Qtrly	2	8 CY Dumpster
H-5777C	Qtrly	2	8 CY Dumpster
H-5777D	Qtrly	2	8 CY Dumpster
H-5786A	Qtrly	2	8 CY Dumpster
H-5786B	Qtrly	2	8 CY Dumpster
H-5786C	Qtrly	2	8 CY Dumpster
H-6253A	Qtrly	2	8 CY Dumpster
H-6253B	Qtrly	2	8 CY Dumpster
H-6262A	Qtrly	2	8 CY Dumpster
H-6262B	Qtrly	2	8 CY Dumpster
H-6308A	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

H-6308B	Qtrly	2	8 CY Dumpster
H-6418A	Qtrly	2	8 CY Dumpster
H-6418C	Qtrly	2	8 CY Dumpster
H-6432	Qtrly	2	8 CY Dumpster
H-6628A	Qtrly	2	8 CY Dumpster
H-6628B	Qtrly	2	8 CY Dumpster
H-6628C	Qtrly	2	8 CY Dumpster
H-6715A	Qtrly	2	8 CY Dumpster
H-6715C	Qtrly	2	8 CY Dumpster
H-6974A	Qtrly	2	8 CY Dumpster
J-1854A	Qtrly	2	8 CY Dumpster
J-1854B	Qtrly	2	8 CY Dumpster
J-1952 J-1745	Qtrly	2	8 CY Dumpster
J-2535A	Qtrly	2	8 CY Dumpster
J-2535B	Qtrly	2	8 CY Dumpster
J-2535C	Qtrly	2	8 CY Dumpster
J-2535D	Qtrly	2	8 CY Dumpster
J-2535E	Qtrly	2	8 CY Dumpster
J-Trk Parking Lot	Qtrly	2	8 CY Dumpster
K-1153	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

K-1816	Qtrly	2	8 CY Dumpster
L-8101B	Wkly	2	8 CY Dumpster

M-1255	Qtrly	2	8 CY Dumpster
M-1411A	Qtrly	2	8 CY Dumpster
M-1411B	Qtrly	2	8 CY Dumpster
M-1433A	Qtrly	2	8 CY Dumpster
M-1433B	Qtrly	2	8 CY Dumpster
M-1655A	Qtrly	2	8 CY Dumpster
M-1655B	Qtrly	2	8 CY Dumpster
M-1750	Qtrly	2	8 CY Dumpster
M-1763	Qtrly	2	8 CY Dumpster
M-1815A	Qtrly	2	8 CY Dumpster
M-1815B	Qtrly	2	8 CY Dumpster
M-2148	Qtrly	2	8 CY Dumpster
M-5051	Qtrly	2	8 CY Dumpster
M-5219A M-5816	Qtrly	2	8 CY Dumpster
M-5219B M-5816	Qtrly	2	8 CY Dumpster
M-5816A	Qtrly	2	8 CY Dumpster
M-5816B	Qtrly	2	8 CY Dumpster
M-5822A	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

M-5822B	Qtrly	2	8 CY Dumpster
M-6419A	Qtrly	2	8 CY Dumpster

M-6419B	Qtrly	2	8 CY Dumpster
M-6433	Qtrly	2	8 CY Dumpster
M-7123B	Qtrly	2	8 CY Dumpster
M-7242A	Qtrly	2	8 CY Dumpster
M-7242B	Qtrly	2	8 CY Dumpster
M-7715	Qtrly	2	8 CY Dumpster
M-7826 M-7821 M-	Qtrly	2	8 CY Dumpster
M-7826 M-7821 M-	Qtrly	2	8 CY Dumpster
M-7858	Qtrly	2	8 CY Dumpster
M-8139A	Qtrly	2	8 CY Dumpster
M-8139B	Qtrly	2	8 CY Dumpster
M-8139C	Qtrly	2	8 CY Dumpster
M-8311A	Qtrly	2	8 CY Dumpster
M-8311B	Qtrly	2	8 CY Dumpster
M-8349A	Qtrly	2	8 CY Dumpster
M-8456	Qtrly	2	8 CY Dumpster
N-3627A	Qtrly	2	8 CY Dumpster
N-3627B	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

N-3627C	Qtrly	2	8 CY Dumpster
N-3804	Qtrly	2	8 CY Dumpster
N-3948	Qtrly	2	8 CY Dumpster
N-4317A	Qtrly	2	8 CY Dumpster
N-4317B	Qtrly	2	8 CY Dumpster
N-4602A	Qtrly	2	8 CY Dumpster
N-4602B	Qtrly	2	8 CY Dumpster
N-4909	Qtrly	2	8 CY Dumpster
N-5014	Qtrly	2	8 CY Dumpster
N-5019	Qtrly	2	8 CY Dumpster
N-5025	Qtrly	2	8 CY Dumpster
N-5332	Qtrly	2	8 CY Dumpster
N-5536A	Qtrly	2	8 CY Dumpster
N-7101A	Qtrly	2	8 CY Dumpster
O-1101	Qtrly	2	8 CY Dumpster
O-3550A	Qtrly	2	8 CY Dumpster
O-3550B	Qtrly	2	8 CY Dumpster
O-3570	Qtrly	2	8 CY Dumpster
O-5026	Qtrly	2	8 CY Dumpster
O-9040A O-9136A	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

O-9040B O-9136B	Qtrly	2	8 CY Dumpster
O-9133A O-9135	Qtrly	2	8 CY Dumpster

O-9133B O-9135	Qtrly	2	8 CY Dumpster
O-9476	Qtrly	2	8 CY Dumpster
O-9478A	Qtrly	2	8 CY Dumpster
O-9550A	Qtrly	2	8 CY Dumpster
O-9550B	Qtrly	2	8 CY Dumpster
O-9653B	Qtrly	2	8 CY Dumpster
OH-651A	Qtrly	2	8 CY Dumpster
OH-651C	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster

O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19	Qtrly	2	8 CY Dumpster
O-Range 19 O-1900	Qtrly	2	8 CY Dumpster
O-Range 19 O-1900A	Wkly	2	8 CY Dumpster
O-Range 19 O-1900B	Wkly	2	8 CY Dumpster
OX-101	Qtrly	2	8 CY Dumpster
OX-104	Qtrly	2	8 CY Dumpster
OX-201A	Qtrly	2	8 CY Dumpster
OX-201B	Qtrly	2	8 CY Dumpster
P-0433	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

P-1551	Qtrly	2	8 CY Dumpster
P-1559	Qtrly	2	8 CY Dumpster

P-1959	Qtrly	2	8 CY Dumpster
P-2661	Qtrly	2	8 CY Dumpster
P-2757	Qtrly	2	8 CY Dumpster
P-2936A	Qtrly	2	8 CY Dumpster
P-2936B	Qtrly	2	8 CY Dumpster
P-3007A	Qtrly	2	8 CY Dumpster
P-3007B	Qtrly	2	8 CY Dumpster
P-3042A	Qtrly	2	8 CY Dumpster
P-3262	Qtrly	2	8 CY Dumpster
P-3354	Qtrly	2	8 CY Dumpster
P-3642	Qtrly	2	8 CY Dumpster
P-3807A	Qtrly	2	8 CY Dumpster
P-3807B	Qtrly	2	8 CY Dumpster
P-3954A	Qtrly	2	8 CY Dumpster
P-3962	Qtrly	2	8 CY Dumpster
P-4041A	Qtrly	2	8 CY Dumpster
P-4041B	Qtrly	2	8 CY Dumpster
P-4137A	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

P-6713 / P-6718	Qtrly	2	8 CY Dumpster
P-7937	Qtrly	2	8 CY Dumpster

P-8261	Qtrly	2	8 CY Dumpster
P-8840	Qtrly	2	8 CY Dumpster
P-8944A	Qtrly	2	8 CY Dumpster
P-8944B	Qtrly	2	8 CY Dumpster
P-9647A	Qtrly	2	8 CY Dumpster
P-9647B	Qtrly	2	8 CY Dumpster
PAAF 162	Qtrly	2	8 CY Dumpster
PAAF 173A	Qtrly	2	8 CY Dumpster
PAAF 173B / PAAF 179	Qtrly	2	8 CY Dumpster
PAAF 180 ck	Qtrly	2	8 CY Dumpster
PAAF 190	Qtrly	2	8 CY Dumpster
PAAF 34	Qtrly	2	8 CY Dumpster
PAAF 346/ PAAF 397	Qtrly	2	8 CY Dumpster
PAAF 347 / PAAF 356B	Qtrly	2	8 CY Dumpster
PAAF 352A	Qtrly	2	8 CY Dumpster
PAAF 430	Qtrly	2	8 CY Dumpster
PAAF 519	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

PAAF 558	Qtrly	2	8 CY Dumpster
PAAF 617	Qtrly	2	8 CY Dumpster
PAAF 618	Qtrly	2	8 CY Dumpster
PAAF 750B	Qtrly	2	8 CY Dumpster
Q-2341 Q-2439	Qtrly	2	8 CY Dumpster
Q-2812A Q-2321A	Qtrly	2	8 CY Dumpster
Q-2812B/ Q-2321B	Qtrly	2	8 CY Dumpster
Q-2812C Q-2321C	Qtrly	2	8 CY Dumpster
Q-2812D Q-2321D	Qtrly	2	8 CY Dumpster
Q-2812E Q-2321E	Qtrly	2	8 CY Dumpster
Q-2922A	Qtrly	2	8 CY Dumpster
R-Area	Qtrly	2	8 cy dumpster
R-2261A	Qtrly	2	8 CY Dumpster
R-2261B	Qtrly	2	8 CY Dumpster
R-2662	Qtrly	2	8 CY Dumpster
R-3065A	Qtrly	2	8 CY Dumpster
T-2725	Qtrly	2	8 CY Dumpster
W-3593A	Qtrly	2	8 CY Dumpster
W-3593B	Qtrly	2	8 CY Dumpster
W-3593C	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

X-2721A	Qtrly	2	8 CY Dumpster
X-2721B	Qtrly	2	8 CY Dumpster
X-2721C	Qtrly	2	8 CY Dumpster
X-2921A	Qtrly	2	8 CY Dumpster
X-2921B	Qtrly	2	8 CY Dumpster
X-2921C	Qtrly	2	8 CY Dumpster
X-2921D	Qtrly	2	8 CY Dumpster
X-3454A	Qtrly	2	8 CY Dumpster
X-3454B	Qtrly	2	8 CY Dumpster
X-3714	Qtrly	2	8 CY Dumpster
X-3973A	Qtrly	2	8 CY Dumpster
X-4024A	Qtrly	2	8 CY Dumpster
X-4024B	Qtrly	2	8 CY Dumpster
X-4030A	Qtrly	2	8 CY Dumpster
X-4047A X-3347	Qtrly	2	8 CY Dumpster
X-4065A	XXX	2	8 CY Dumpster
X-4218A	Qtrly	2	8 CY Dumpster
X-4218B	Qtrly	2	8 CY Dumpster
X-4314	Qtrly	2	8 CY Dumpster
X-4359A	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

X-4622A	Qtrly	2	8 CY Dumpster
X-4622B	Qtrly	2	8 CY Dumpster
X-4647A	Qtrly	2	8 CY Dumpster
X-4781A	Qtrly	2	8 CY Dumpster
X-4781B	Qtrly	2	8 CY Dumpster
X-4813A	Qtrly	2	8 CY Dumpster
X-4836A	Qtrly	2	8 CY Dumpster
X-4890A	Qtrly	2	8 CY Dumpster
X-5116A	Qtrly	2	8 CY Dumpster
X-5116B	Qtrly	2	8 CY Dumpster
X-5121	Qtrly	2	8 CY Dumpster
X-5257A X-5452	Qtrly	2	8 CY Dumpster
X-5452A X-5257	Qtrly	2	8 CY Dumpster
X-5452B X-5257	Qtrly	2	8 CY Dumpster
X-5486A	Qtrly	2	8 CY Dumpster
X-5486B	Qtrly	2	8 CY Dumpster
X-5546A	Qtrly	2	8 CY Dumpster
X-5620A	Qtrly	2	8 CY Dumpster
X-5620B	Qtrly	2	8 CY Dumpster
X-5984	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

X-6061	Qtrly	2	8 CY Dumpster
X-6066A	Qtrly	2	8 CY Dumpster
X-6066B	Qtrly	2	8 CY Dumpster
X-6137A	Qtrly	2	8 CY Dumpster
X-6146A	Qtrly	2	8 CY Dumpster
Y-4804A	Qtrly	2	8 CY Dumpster
Y-4804C	Qtrly	2	8 CY Dumpster
Y-4804D	Qtrly	2	8 CY Dumpster
Y-4804H	Qtrly	2	8 CY Dumpster
Y-5015A	Qtrly	2	8 CY Dumpster
Y-6707A	Qtrly	2	8 CY Dumpster
Y-6707B	Qtrly	2	8 CY Dumpster
Y-6711A	Qtrly	2	8 CY Dumpster
Y-6711B	Qtrly	2	8 CY Dumpster
Y-6715A	Qtrly	2	8 CY Dumpster
Z-2448	Qtrly	2	8 CY Dumpster
Z-3252M	Qtrly	2	8 CY Dumpster
Z-3858A Z-3878	Qtrly	2	8 CY Dumpster
Z-3858B Z-3878	Qtrly	2	8 CY Dumpster
Z-3559A Z-3957A	Qtrly	2	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

Z-3559B Z-3957B	Qtrly	2	8 CY Dumpster
Z-4059	Qtrly	2	8 CY Dumpster
1-1356	Qtrly	3	8 CY Dumpster
1-1460A	Qtrly	3	8 CY Dumpster
1-1460B	Qtrly	3	8 CY Dumpster
1-1510	Qtrly	3	8 CY Dumpster
1-2539A 1-2739A	Qtrly	3	8 CY Dumpster
1-3346	Qtrly	3	8 CY Dumpster
1-3358	Qtrly	3	8 CY Dumpster
1-3774A 1-3744	Qtrly	3	8 CY Dumpster
1-4157	Qtrly	3	8 CY Dumpster
1-4865A	Qtrly	3	8 CY Dumpster
1-4865B	Qtrly	3	8 CY Dumpster
1-5625	Qtrly	3	8 CY Dumpster
2-1105A	Qtrly	3	8 CY Dumpster
2-1105B	Qtrly	3	8 CY Dumpster
2-1105C	Qtrly	3	8 CY Dumpster
2-1120B	Qtrly	3	8 CY Dumpster
2-1127	Qtrly	3	8 CY Dumpster
2-1133	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

2-1138	Qtrly	3	8 CY Dumpster
2-1731B	Qtrly	3	8 CY Dumpster
2-2015 2-2014	Qtrly	3	8 CY Dumpster
2-2020	Qtrly	3	8 CY Dumpster
2-4208A	Qtrly	3	8 CY Dumpster
2-4208B	Qtrly	3	8 CY Dumpster
2-4227	Qtrly	3	8 CY Dumpster
2-4815 2-4708A	Qtrly	3	8 CY Dumpster
2-4815 2-4708	Qtrly	3	8 CY Dumpster
2-4708C	Qtrly	3	8 CY Dumpster
2-4708D	Qtrly	3	8 CY Dumpster
2-4708E	Qtrly	3	8 CY Dumpster
2-4827	Qtrly	3	8 CY Dumpster
2-5419	Qtrly	3	8 CY Dumpster
2-5426	Qtrly	3	8 CY Dumpster
2-5634 ck	Qtrly	3	8 CY Dumpster
2-5704B	Qtrly	3	8 CY Dumpster
2-5708A	Qtrly	3	8 CY Dumpster
2-5708B	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

2-5906A	Qtrly	3	8 CY Dumpster
2-5906B	Qtrly	3	8 CY Dumpster
2-6120A 2-6118	Qtrly	3	8 CY Dumpster
2-6120B 2-6118	Qtrly	3	8 CY Dumpster

3-1313 3-1314	Qtrly	3	8 CY Dumpster
3-1317	Qtrly	3	8 CY Dumpster
3-1320	Qtrly	3	8 CY Dumpster
3-1321	Qtrly	3	8 CY Dumpster
3-1324B	Qtrly	3	8 CY Dumpster
3-1421	Qtrly	3	8 CY Dumpster
3-1424	Qtrly	3	8 CY Dumpster
3-1441A	Qtrly	3	8 CY Dumpster
3-1441B 3-1854	Qtrly	3	8 CY Dumpster
3-1549A	Qtrly	3	8 CY Dumpster
3-1549B	Qtrly	3	8 CY Dumpster
3-1549B	Qtrly	3	8 CY Dumpster
3-1825	Qtrly	3	8 CY Dumpster
3-1828	Qtrly	3	8 CY Dumpster
3-1854	Qtrly	3	8 CY Dumpster
3-1949	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

3-2040A 3-2138A	Qtrly	3	8 CY Dumpster
3-2042	Qtrly	3	8 CY Dumpster
3-2043A	Qtrly	3	8 CY Dumpster
3-2043B	Qtrly	3	8 CY Dumpster

3-2102A	Wkly	3	8 CY Dumpster
3-2242 3-2342	Qtrly	3	8 CY Dumpster
3-2349A	Qtrly	3	8 CY Dumpster
3-2349B	Qtrly	3	8 CY Dumpster
3-2354	Qtrly	3	8 CY Dumpster
3-2543A	Wkly	3	8 CY Dumpster
3-2543B	Wkly	3	8 CY Dumpster
3-2744A	Qtrly	3	8 CY Dumpster
3-2749A	Qtrly	3	8 CY Dumpster
3-2937A	Qtrly	3	8 CY Dumpster
3-3026 ck	Qtrly	3	8 CY Dumpster
3-3045	Qtrly	3	8 CY Dumpster
3-3055	Qtrly	3	8 CY Dumpster
3-3242	Qtrly	3	8 CY Dumpster
3-3352A	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

3-3352B	Qtrly	3	8 CY Dumpster
3-4303 3-5007	Qtrly	3	8 CY Dumpster
3-4303 ck	Qtrly	3	8 CY Dumpster
3-4303 ck	Qtrly	3	8 CY Dumpster
3-4303 ck	Qtrly	3	8 CY Dumpster

3-4303 ck	Qtrly	3	8 CY Dumpster
3-4533	Qtrly	3	8 CY Dumpster
3-4607	Qtrly	3	8 CY Dumpster
3-4809A	Qtrly	3	8 CY Dumpster
3-4809B	Qtrly	3	8 CY Dumpster
3-5007A	Qtrly	3	8 CY Dumpster
3-5007B 3-4607	Qtrly	3	8 CY Dumpster
4-1402	Qtrly	3	8 CY Dumpster
4-1437A	Qtrly	3	8 CY Dumpster
4-1437B	Qtrly	3	8 CY Dumpster
4-1832A	Qtrly	3	8 CY Dumpster
4-1832B	Qtrly	3	8 CY Dumpster
4-1832C	Wkly	3	8 CY Dumpster
4-1832D	Wkly	3	8 CY Dumpster
4-1838A	Wkly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

4-1843	Qtrly	3	8 CY Dumpster
4-2027A	Qtrly	3	8 CY Dumpster
4-2027B	Qtrly	3	8 CY Dumpster
4-2171A	Qtrly	3	8 CY Dumpster
4-2171B	Qtrly	3	8 CY Dumpster

4-2171C	Qtrly	3	8 CY Dumpster
4-2171D	Qtrly	3	8 CY Dumpster
4-2171E	Qtrly	3	8 CY Dumpster
4-2171F	Qtrly	3	8 CY Dumpster
4-2171G	Qtrly	3	8 CY Dumpster
4-2175	Qtrly	3	8 CY Dumpster
5-3845A	Wkly	3	8 CY Dumpster
5-3845B	Wkly	3	8 CY Dumpster
5-3845C	Wkly	3	8 CY Dumpster
5-5348A	XXX	3	8 CY Dumpster
6-9241A	Qtrly	3	8 CY Dumpster
6-9241B	Qtrly	3	8 CY Dumpster
8-4156	Qtrly	3	8 CY Dumpster
8-4807A 8-4608	Wkly	3	8 CY Dumpster
8-5050A	Wkly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

8-5050B	Wkly	3	8 CY Dumpster
8-5476A	Qtrly	3	8 CY Dumpster
8-5476B	Qtrly	3	8 CY Dumpster
8-5476B	Qtrly	3	8 CY Dumpster
8-5476C	Qtrly	3	8 CY Dumpster

8-5476D	Qtrly	3	8 CY Dumpster
8-5476E	Qtrly	3	8 CY Dumpster
8-Area ACP	Qtrly	3	8 CY Dumpster
A-1994A	Qtrly	3	8 CY Dumpster
A-2356A	Qtrly	3	8 CY Dumpster
A-2356B	Qtrly	3	8 CY Dumpster
A-2419B A-2719	Qtrly	3	8 CY Dumpster
A-2419C	Qtrly	3	8 CY Dumpster
A-2419D	Qtrly	3	8 CY Dumpster
A-2469A	Qtrly	3	8 CY Dumpster
A-2469B	Qtrly	3	8 CY Dumpster
A-2515A	Qtrly	3	8 CY Dumpster
A-2565A	Qtrly	3	8 CY Dumpster
A-2565B	Qtrly	3	8 CY Dumpster
A-2743A	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

A-2743B	Qtrly	3	8 CY Dumpster
A-2905A	Qtrly	3	8 CY Dumpster
A-2905B	Qtrly	3	8 CY Dumpster
A-2943A	Qtrly	3	8 CY Dumpster
A-2943B	Qtrly	3	8 CY Dumpster

A-3265C A-3323	Qtrly	3	8 CY Dumpster
A-3265D A-3323	Qtrly	3	8 CY Dumpster
A-3275A	Qtrly	3	8 CY Dumpster
A-3275C	Qtrly	3	8 CY Dumpster
A-3315A	Qtrly	3	8 CY Dumpster
A-3319	Qtrly	3	8 CY Dumpster
A-3351A	Qtrly	3	8 CY Dumpster
A-3351B	Wkly	3	8 CY Dumpster
A-3351C	Wkly	3	8 CY Dumpster
A-3360B	Qtrly	3	8 CY Dumpster
A-3669A	Qtrly	3	8 CY Dumpster
A-3669B	Qtrly	3	8 CY Dumpster
A-4595A	Qtrly	3	8 CY Dumpster
A-4595B	Qtrly	3	8 CY Dumpster
A-4845A	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

A-4941	Qtrly	3	8 CY Dumpster
A-4965 A-4969	Qtrly	3	8 CY Dumpster
A-5016	Qtrly	3	8 CY Dumpster
A-5268	Qtrly	3	8 CY Dumpster
A-5445A	Qtrly	3	8 CY Dumpster

A-5445B	Qtrly	3	8 CY Dumpster
A-5474A	Qtrly	3	8 CY Dumpster
A-5474B	Qtrly	3	8 CY Dumpster
A-5514A	Qtrly	3	8 CY Dumpster
A-5514B	Qtrly	3	8 CY Dumpster
A-5585A	Qtrly	3	8 CY Dumpster
A-5585B	Qtrly	3	8 CY Dumpster
A-5738	Qtrly	3	8 CY Dumpster
A-6292A	Qtrly	3	8 CY Dumpster
A-6292B	Qtrly	3	8 CY Dumpster
A-6399A	Qtrly	3	8 CY Dumpster
A-6399B	Qtrly	3	8 CY Dumpster
B-1331A	Qtrly	3	8 CY Dumpster
B-1331B	Qtrly	3	8 CY Dumpster
B-1423	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

B-1429	Qtrly	3	8 CY Dumpster
B-1525A	Qtrly	3	8 CY Dumpster
B-1822A	Qtrly	3	8 CY Dumpster
B-1825	Qtrly	3	8 CY Dumpster
B-1928 B-2128	Qtrly	3	8 CY Dumpster

B-1932A B-2128	Qtrly	3	8 CY Dumpster
B-1932B	Qtrly	3	8 CY Dumpster
B-1932C B-2128	Qtrly	3	8 CY Dumpster
C-1138	Qtrly	3	8 CY Dumpster
C-1244A C-1647A	Qtrly	3	8 CY Dumpster
C-1244B C-1647B	Qtrly	3	8 CY Dumpster
C-1244E C-1647E	Qtrly	3	8 CY Dumpster
C-1429 C-1739	Qtrly	3	8 CY Dumpster
C-1435	Qtrly	3	8 CY Dumpster
C-1536A C-1238 C-1	Qtrly	3	8 CY Dumpster
C-1536B C-3125B	Qtrly	3	8 CY Dumpster
C-1629A	Qtrly	3	8 CY Dumpster
C-1629B	Qtrly	3	8 CY Dumpster
C-1629C	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

C-1629D	Qtrly	3	8 CY Dumpster
C-1726 C-1722	Qtrly	3	8 CY Dumpster
C-1736A	Qtrly	3	8 CY Dumpster
C-1936A	Qtrly	3	8 CY Dumpster
C-1936B	Qtrly	3	8 CY Dumpster
C-1936C C-1736B	Qtrly	3	8 CY Dumpster

C-1943A	Qtrly	3	8 CY Dumpster
C-1943B	Qtrly	3	8 CY Dumpster
C-2219	Qtrly	3	8 CY Dumpster
C-2227	Qtrly	3	8 CY Dumpster
C-2519A	Qtrly	3	8 CY Dumpster
C-2519B	Qtrly	3	8 CY Dumpster
C-2521	Qtrly	3	8 CY Dumpster
C-2525A	Qtrly	3	8 CY Dumpster
C-2525B	Qtrly	3	8 CY Dumpster
C-2527	Qtrly	3	8 CY Dumpster
C-2920A	Qtrly	3	8 CY Dumpster
C-2920B	Qtrly	3	8 CY Dumpster
C-2925A	Qtrly	3	8 CY Dumpster
C-2925B	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

C-3125C	Qtrly	3	8 CY Dumpster
C-3324A	Qtrly	3	8 CY Dumpster
C-3421A C-3120	Qtrly	3	8 CY Dumpster
C-3421B/C-3120	Qtrly	3	8 CY Dumpster
C-4124A	Qtrly	3	8 CY Dumpster
C-4124B	Qtrly	3	8 CY Dumpster

C-4124C	Qtrly	3	8 CY Dumpster
C-4124D	Qtrly	3	8 CY Dumpster
C-4124E	Qtrly	3	8 CY Dumpster
C-4131A	Qtrly	3	8 CY Dumpster
C-4131B	Qtrly	3	8 CY Dumpster
C-4322A	Qtrly	3	8 CY Dumpster
C-4322B	Qtrly	3	8 CY Dumpster
C-4322C	Qtrly	3	8 CY Dumpster
C-4622A	Qtrly	3	8 CY Dumpster
C-4622B	Qtrly	3	8 CY Dumpster
C-4622C	Qtrly	3	8 CY Dumpster
C-4622D	Qtrly	3	8 CY Dumpster
C-4622E	Qtrly	3	8 CY Dumpster
C-4626B	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

C-4626C	Qtrly	3	8 CY Dumpster
C-5032	Qtrly	3	8 CY Dumpster
C-5429A	Wkly	3	8 CY Dumpster
C-5429B	Wkly	3	8 CY Dumpster
C-5429C	Wkly	3	8 CY Dumpster
C-5429D	Wkly	3	8 CY Dumpster

C-5429E	Wkly	3	8 CY Dumpster
C-5429F	Wkly	3	8 CY Dumpster
C-5429G	Wkly	3	8 CY Dumpster
C-5931A	Qtrly	3	8 CY Dumpster
C-5931B C-5537	Qtrly	3	8 CY Dumpster
C-5931C	Qtrly	3	8 CY Dumpster
C-6126A	Qtrly	3	8 CY Dumpster
C-6126B	Qtrly	3	8 CY Dumpster
C-6126C	Qtrly	3	8 CY Dumpster
C-6126D	Qtrly	3	8 CY Dumpster
C-6540	Qtrly	3	8 CY Dumpster
C-6833A	Qtrly	3	8 CY Dumpster
C-6833B	Qtrly	3	8 CY Dumpster
C-6833C	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

C-6833D	Qtrly	3	8 CY Dumpster
C-7242	Qtrly	3	8 CY Dumpster
C-7438A	Qtrly	3	8 CY Dumpster
C-7438B	Qtrly	3	8 CY Dumpster
C-7438C	Qtrly	3	8 CY Dumpster
C-7635A C-7837A	Qtrly	3	8 CY Dumpster

C-7635B C-7837B	Qtrly	3	8 CY Dumpster
C-7635C C-7837C	Qtrly	3	8 CY Dumpster
C-7639 ck	Qtrly	3	8 CY Dumpster
C-8334 ck	Qtrly	3	8 CY Dumpster
C-8433	Qtrly	3	8 CY Dumpster
C-8650A C-8750	Qtrly	3	8 CY Dumpster
C-8650B C-8750	Qtrly	3	8 CY Dumpster
C-8746A	Qtrly	3	8 CY Dumpster
C-8746B	Qtrly	3	8 CY Dumpster
C-8746C C-9150	Qtrly	3	8 CY Dumpster
C-8837A	Qtrly	3	8 CY Dumpster
C-9150C	Qtrly	3	8 CY Dumpster
C-9150D	Qtrly	3	8 CY Dumpster
D-2104A	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

D-2104B	Qtrly	3	8 CY Dumpster
D-2104C	Qtrly	3	8 CY Dumpster
D-2104D	Qtrly	3	8 CY Dumpster
D-2317A	Qtrly	3	8 CY Dumpster
D-2419A	Qtrly	3	8 CY Dumpster
D-2419B	Qtrly	3	8 CY Dumpster

D-2626A	Qtrly	3	8 CY Dumpster
D-2626B	Qtrly	3	8 CY Dumpster
D-2626C	Qtrly	3	8 CY Dumpster
D-2642 or D-1310?	Qtrly	3	8 CY Dumpster
D-2815A	Qtrly	3	8 CY Dumpster
D-2815B	Qtrly	3	8 CY Dumpster
D-2949A	Qtrly	3	8 CY Dumpster
D-2949B	Qtrly	3	8 CY Dumpster
D-2949C	Qtrly	3	8 CY Dumpster
D-2949D	Qtrly	3	8 CY Dumpster
D-2949E	Qtrly	3	8 CY Dumpster
D-2952A	Qtrly	3	8 CY Dumpster
D-2952B	Qtrly	3	8 CY Dumpster
D-2952C	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

D-3022A	Qtrly	3	8 CY Dumpster
D-3022B	Qtrly	3	8 CY Dumpster
D-3022C	Qtrly	3	8 CY Dumpster
D-3035A	Qtrly	3	8 CY Dumpster
D-3035B	Qtrly	3	8 CY Dumpster
D-3141A	Qtrly	3	8 CY Dumpster

D-3141B	Qtrly	3	8 CY Dumpster
D-3141C	Qtrly	3	8 CY Dumpster
D-3206A	Qtrly	3	8 CY Dumpster
D-3206B	Qtrly	3	8 CY Dumpster
D-3206C	Qtrly	3	8 CY Dumpster
D-3206D	Qtrly	3	8 CY Dumpster
D-3225A D-3229A	Qtrly	3	8 CY Dumpster
D-3225B D-3229B	Qtrly	3	8 CY Dumpster
D-3225C D-3229	Qtrly	3	8 CY Dumpster
D-3225D/ <u>D-3229</u>	Qtrly	3	8 CY Dumpster
D-3238	Qtrly	3	8 CY Dumpster
D-3256A	Qtrly	3	8 CY Dumpster
D-3256B	Qtrly	3	8 CY Dumpster
D-3256C	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

D-3256D	Qtrly	3	8 CY Dumpster
D-3352A	Qtrly	3	8 CY Dumpster
D-3352B	Qtrly	3	8 CY Dumpster
D-3352C	Qtrly	3	8 CY Dumpster
D-3438A D-3637A	Qtrly	3	8 CY Dumpster
D-3438B D-3637B	Qtrly	3	8 CY Dumpster

D-3545 np ck	Qtrly	3	8 CY Dumpster
D-3637	Qtrly	3	8 CY Dumpster
D-3637	Qtrly	3	8 CY Dumpster
D-3745A	Qtrly	3	8 CY Dumpster
D-3745B	Qtrly	3	8 CY Dumpster
D-3915A	Qtrly	3	8 CY Dumpster
D-3915B	Qtrly	3	8 CY Dumpster
E-2929A	Qtrly	3	8 CY Dumpster
G-4858B	Qtrly	3	8 CY Dumpster
H-2334	Qtrly	3	8 CY Dumpster
H-3229A	Qtrly	3	8 CY Dumpster
H-3229B	Qtrly	3	8 CY Dumpster
H-3237	Wkly	3	8 CY Dumpster
H-3350	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

H-3526A	Qtrly	3	8 CY Dumpster
H-3526B	Qtrly	3	8 CY Dumpster
H-3606	Wkly	3	8 CY Dumpster
H-3718A	Wkly	3	8 CY Dumpster
H-3743	Qtrly	3	8 CY Dumpster
H-3829A H-3531A	Qtrly	3	8 CY Dumpster

H-3829B H-3531B	Qtrly	3	8 CY Dumpster
H-4412	Qtrly	3	8 CY Dumpster
H-4445A H-4350	Qtrly	3	8 CY Dumpster
H-4445B H-4350	Qtrly	3	8 CY Dumpster
H-4585	Qtrly	3	8 CY Dumpster
H-4630A H-4235	Qtrly	3	8 CY Dumpster
H-4812A	Qtrly	3	8 CY Dumpster
H-4812B	Qtrly	3	8 CY Dumpster
H-4817A H-4822 H-	Qtrly	3	8 CY Dumpster
H-4817C H-4822	Qtrly	3	8 CY Dumpster
H-4822B H-4817B H-	Qtrly	3	8 CY Dumpster
H-5057A	Qtrly	3	8 CY Dumpster
H-5057B	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

H-5448A	Qtrly	3	8 CY Dumpster
H-5448D	Qtrly	3	8 CY Dumpster
H-5448E	Qtrly	3	8 CY Dumpster
H-5718A	Qtrly	3	8 CY Dumpster
H-5718B	Qtrly	3	8 CY Dumpster
H-5752A	Qtrly	3	8 CY Dumpster
H-5812A	Qtrly	3	8 CY Dumpster

H-5812B	Qtrly	3	8 CY Dumpster
H-5927A	Qtrly	3	8 CY Dumpster
H-6338	Qtrly	3	8 CY Dumpster
J-2144A	Qtrly	3	8 CY Dumpster
L-3602	Qtrly	3	8 CY Dumpster
L-6323A	Wkly	3	8 CY Dumpster
L-6323B	Wkly	3	8 CY Dumpster
L-6822	Wkly	3	8 CY Dumpster
L-6824	Wkly	3	8 CY Dumpster
L-7221A	Wkly	3	8 CY Dumpster
L-7221B	Wkly	3	8 CY Dumpster
L-8101A	Wkly	3	8 CY Dumpster
M-2513A	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

M-2513B	Qtrly	3	8 CY Dumpster
M-2562	Qtrly	3	8 CY Dumpster
M-2567	Qtrly	3	8 CY Dumpster
M-2621A	Qtrly	3	8 CY Dumpster
M-2621B	Qtrly	3	8 CY Dumpster
M-3213B	Qtrly	3	8 CY Dumpster
M-3233A	Qtrly	3	8 CY Dumpster

M-3233B	Qtrly	3	8 CY Dumpster
M-3346A	Qtrly	3	8 CY Dumpster
M-3346B	Qtrly	3	8 CY Dumpster
M-3519A	Qtrly	3	8 CY Dumpster
M-3519B	Qtrly	3	8 CY Dumpster
M-4040A	Qtrly	3	8 CY Dumpster
M-4040B	Qtrly	3	8 CY Dumpster
M-4161A	Qtrly	3	8 CY Dumpster
M-4161B	Qtrly	3	8 CY Dumpster
M-4226A	Qtrly	3	8 CY Dumpster
M-4226B	Qtrly	3	8 CY Dumpster
M-4234	Qtrly	3	8 CY Dumpster
M-4313A	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

M-4313B	Qtrly	3	8 CY Dumpster
M-4346A	Qtrly	3	8 CY Dumpster
M-4346B	Qtrly	3	8 CY Dumpster
M-4540A	Qtrly	3	8 CY Dumpster
M-4540B	Qtrly	3	8 CY Dumpster
OX-102A	Qtrly	3	8 CY Dumpster
PAAF 1	Qtrly	3	8 CY Dumpster

PAAF 141	Qtrly	3	8 CY Dumpster
PAAF 150	Qtrly	3	8 CY Dumpster
PAAF 235A / PAAF 397	Qtrly	3	8 CY Dumpster
PAAF 235B	Qtrly	3	8 CY Dumpster
PAAF 249A	Qtrly	3	8 CY Dumpster
PAAF 25	Qtrly	3	8 CY Dumpster
PAAF 250	Qtrly	3	8 CY Dumpster
PAAF 251A	Qtrly	3	8 CY Dumpster
PAAF 251B	Qtrly	3	8 CY Dumpster
PAAF 260A	Qtrly	3	8 CY Dumpster
PAAF 260B	Qtrly	3	8 CY Dumpster
PAAF 282A / 284/286/288	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

PAAF 282A / 284/286/288	Qtrly	3	8 CY Dumpster
PAAF 282A / 284/286/288	Qtrly	3	8 CY Dumpster
PAAF 282A / 284/286/288	Qtrly	3	8 CY Dumpster
PAAF 296 / 295	Qtrly	3	8 CY Dumpster
PAAF 298A / PAAF 294	Qtrly	3	8 CY Dumpster
PAAF 298B / PAAF 294	Qtrly	3	8 CY Dumpster
PAAF 378	Qtrly	3	8 CY Dumpster
PAAF 395/ PAAF 397	Qtrly	3	8 CY Dumpster

PAAF 399 / PAAF 397	Qtrly	3	8 CY Dumpster
PAAF 401A	Qtrly	3	8 CY Dumpster
PAAF 401B	Qtrly	3	8 CY Dumpster
PAAF 402A	Qtrly	3	8 CY Dumpster
PAAF 402B	Qtrly	3	8 CY Dumpster
PAAF 501A	Qtrly	3	8 CY Dumpster
PAAF 501B	Qtrly	3	8 CY Dumpster
PAAF 514	Qtrly	3	8 CY Dumpster
PAAF 560A	Qtrly	3	8 CY Dumpster
PAAF 560B	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

PAAF 560C	Qtrly	3	8 CY Dumpster
PAAF 610/708	Qtrly	3	8 CY Dumpster
PAAF 652 653/654	Qtrly	3	8 CY Dumpster
PAAF 708A	Qtrly	3	8 CY Dumpster
A - PAAF 708B	Qtrly	3	8 CY Dumpster
PAAF 712A	Qtrly	3	8 CY Dumpster
PAAF 715	Qtrly	3	8 CY Dumpster
PAAF 719	Qtrly	3	8 CY Dumpster
PAAF 721	Qtrly	3	8 CY Dumpster
PAAF 729A	Qtrly	3	8 CY Dumpster

PAAF 732 / PAAF 730A PA	Qtrly	3	8 CY Dumpster
PAAF 736 PAAF 738	Qtrly	3	8 CY Dumpster
PAAF 764A	Qtrly	3	8 CY Dumpster
PAAF 768	Qtrly	3	8 CY Dumpster
PAAF 770	Qtrly	3	8 CY Dumpster
PAAF 779 PAAF 739	Qtrly	3	8 CY Dumpster
PAAF 900	Qtrly	3	8 CY Dumpster
PAAF 930	Qtrly	3	8 CY Dumpster
PAAF 930 ck	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

T-1840A	Qtrly	3	8 CY Dumpster
T-1840B	Qtrly	3	8 CY Dumpster
T-1840C	Qtrly	3	8 CY Dumpster
T-1970A	Qtrly	3	8 CY Dumpster
T-1970B	Qtrly	3	8 CY Dumpster
T-1970C	Qtrly	3	8 CY Dumpster
T-1970D	Qtrly	3	8 CY Dumpster
T-2102 T-2000	Qtrly	3	8 CY Dumpster
T-2745	Qtrly	3	8 CY Dumpster
T-2761	Qtrly	3	8 CY Dumpster
T-3357A	Wkly	3	8 CY Dumpster

T-3357B	Wkly	3	8 CY Dumpster
T-3357C	Wkly	3	8 CY Dumpster
T-3357E	Wkly	3	8 CY Dumpster
T-3467A	Qtrly	3	8 CY Dumpster
T-3467B	Wkly	3	8 CY Dumpster
T-3467C	Wkly	3	8 CY Dumpster
T-4334B	Qtrly	3	8 CY Dumpster
T-4334C	Qtrly	3	8 CY Dumpster
T-4334D	Qtrly	3	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

T-5463	Qtrly	3	8 CY Dumpster
W-1335A W-1967	Qtrly	3	8 CY Dumpster
W-1335B	Qtrly	3	8 CY Dumpster
W-1335C W-1967	Qtrly	3	8 CY Dumpster
W-1544A	Qtrly	3	8 CY Dumpster
W-1544B W-1648	Wkly	3	8 CY Dumpster
W-1544C W-1751 W-16	Qtrly	3	8 CY Dumpster
W-1544D /W-1751	Qtrly	3	8 CY Dumpster
W-1967	Qtrly	3	8 CY Dumpster
W-1967B	Qtrly	3	8 CY Dumpster
W-2034	Qtrly	3	8 CY Dumpster

W-2108A	Qtrly	3	8 CY Dumpster
W-2108B	Qtrly	3	8 CY Dumpster
Z-4157A	Qtrly	3	8 CY Dumpster
Z-4157B	Qtrly	3	8 CY Dumpster
1-1326	Qtrly	5	8 CY Dumpster
1-3479	Wkly	5	8 CY Dumpster
1-6067	Wkly	5	8 CY Dumpster
3-5103A	Wkly	5	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

3-5103B	Wkly	5	8 CY Dumpster
4-1431	Qtrly	5	8 CY Dumpster
4-2843A	Qtrly	5	8 CY Dumpster
4-2843B	Qtrly	5	8 CY Dumpster
4-2843C	Qtrly	5	8 CY Dumpster
4-3331A	Wkly	5	8 CY Dumpster
4-3331B	Wkly	5	8 CY Dumpster
4-3539	Qtrly	5	8 CY Dumpster
5-4257	Wkly	5	8 CY Dumpster
8-3267	Wkly	5	8 CY Dumpster
8-3684	Wkly	5	8 CY Dumpster
9-5536A	Wkly	5	8 CY Dumpster

9-5536B	Wkly	5	8 CY Dumpster
A-3556A A-3153	Wkly	5	8 CY Dumpster
A-3556C	Wkly	5	8 CY Dumpster
A-3556D	Wkly	5	8 CY Dumpster
A-3587A	Wkly	5	8 CY Dumpster
A-3587B	Wkly	5	8 CY Dumpster
B-1732A	Wkly	5	8 CY Dumpster
B-1732B	Wkly	5	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

B-1732C	Wkly	5	8 CY Dumpster
B-1732D	Wkly	5	8 CY Dumpster
B-5356	Wkly	5	8 CY Dumpster
B-6036A	Wkly	5	8 CY Dumpster
B-6036B	Wkly	5	8 CY Dumpster
B-6102	Wkly	5	8 CY Dumpster
B-6138A	Wkly	5	8 CY Dumpster
B-6138B	Wkly	5	8 CY Dumpster
B-6801A	Wkly	5	8 CY Dumpster
B-6801B	Wkly	5	8 CY Dumpster
B-7033	Wkly	5	8 CY Dumpster
B-7127	Wkly	5	8 CY Dumpster

B-7757A	Wkly	5	8 CY Dumpster
B-7757B	Wkly	5	8 CY Dumpster
C-1722A	Wkly	5	8 CY Dumpster
C-1722B	Wkly	5	8 CY Dumpster
C-2523A	Qtrly	5	8 CY Dumpster
C-2523B	Qtrly	5	8 CY Dumpster
C-6532A	Qtrly	5	8 CY Dumpster
C-6532B	Qtrly	5	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

C-9453A	Wkly	5	8 CY Dumpster
C-9453B	Wkly	5	8 CY Dumpster
D-1302A	Qtrly	5	8 CY Dumpster
D-3624A	Wkly	5	8 CY Dumpster
D-3624B	Wkly	5	8 CY Dumpster
H-4412A H-4512A	Wkly	5	8 CY Dumpster
H-4412 H-4512B	Wkly	5	8 CY Dumpster
K-1219	Wkly	5	8 CY Dumpster
L-1017A	Wkly	5	8 CY Dumpster
L-1017B	Wkly	5	8 CY Dumpster
L-1017C	Wkly	5	8 CY Dumpster
L-1017E	Wkly	5	8 CY Dumpster

L-1017F	Wkly	5	8 CY Dumpster
M-4861A	Wkly	5	8 CY Dumpster
M-4861B	Wkly	5	8 CY Dumpster
M-5530A	Qtrly	5	8 CY Dumpster
M-5530B	Qtrly	5	8 CY Dumpster
N-3905A	Wkly	5	8 CY Dumpster
O-9127A	Wkly	5	8 CY Dumpster
O-9127B	Wkly	5	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

PAAF 236A PAAF 430	Qtrly	5	8 CY Dumpster
PAAF 30	Wkly	5	8 CY Dumpster
PAAF 307	Wkly	5	8 CY Dumpster
PAAF 308A	Qtrly	5	8 CY Dumpster
PAAF 416A	Wkly	5	8 CY Dumpster
PAAF 720A	Qtrly	5	8 CY Dumpster
PAAF 758	Qtrly	5	8 CY Dumpster
X-3429A	Wkly	5	8 CY Dumpster
X-3429B	Wkly	5	8 CY Dumpster
X-3678A np	Qtrly	5	8 CY Dumpster
X-Yarborough Express	Wkly	5	8 CY Dumpster
Z-2650 Z-2649A	Wkly	5	8 CY Dumpster

Z-2650 Z-2649B	Wkly	5	8 CY Dumpster
PAAF 704	Qtrly	X	8 CY Dumpster
1-1454 1-1554	Qtrly	XXX	8 CY Dumpster
F-3040	XXX	XXX	8 CY Dumpster
X-5342A	XXX	XXX	8 CY Dumpster
A-3360A	Qtrly	XXXX	8 CY Dumpster
H-5057C	Qtrly	XXXX	8 CY Dumpster
H-5057D	Qtrly	XXXX	8 CY Dumpster

Exhibit C - Inventory of Collection Equipment

H-5057E	Qtrly	XXXX	8 CY Dumpster
H-5412	Qtrly	XXXX	8 CY Dumpster
T-3357F	Qtrly	XXXX	8 CY Dumpster
H-2243B	Qtrly	2	8 CY Dumpster
X-4970A	Qtrly	2	8 CY Dumpster
O-9480B	Qtrly	1	8 CY Dumpster Cardboard
O-9478B	Qtrly	2	8 CY Dumpster Cardboard
C-5838	Qtrly	0	8 CY Dumpster Cardboard
H-2260B	Qtrly	0	8 CY Dumpster Cardboard
H-2260C	Qtrly	0	8 CY Dumpster Cardboard
O-3550C	Qtrly	0	8 CY Dumpster Cardboard
O-9133C O-9135	Qtrly	0	8 CY Dumpster Cardboard

8-1221A	Qtrly	1	8 CY Dumpster Cardboard
PAAF 134B	Qtrly	1	8 CY Dumpster Cardboard
PAAF 235C	Qtrly	1	8 CY Dumpster Cardboard
PAAF 249B	Qtrly	1	8 CY Dumpster Cardboard
PAAF 251C	Qtrly	1	8 CY Dumpster Cardboard
PAAF 308B	Qtrly	1	8 CY Dumpster Cardboard
PAAF 347 / PAAF 356B	Qtrly	1	8 CY Dumpster Cardboard

Exhibit C - Inventory of Collection Equipment

PAAF 352B	Qtrly	1	8 CY Dumpster Cardboard
PAAF 501C	Qtrly	1	8 CY Dumpster Cardboard
PAAF 539A	Qtrly	1	8 CY Dumpster Cardboard
PAAF 539B	Qtrly	1	8 CY Dumpster Cardboard
PAAF 560D	Qtrly	1	8 CY Dumpster Cardboard
PAAF 708C	Qtrly	1	8 CY Dumpster Cardboard
PAAF 712B	Qtrly	1	8 CY Dumpster Cardboard
PAAF 729B	Qtrly	1	8 CY Dumpster Cardboard
PAAF 750C	Qtrly	1	8 CY Dumpster Cardboard
1-4678B 1-4679	Qtrly	2	8 CY Dumpster Cardboard
2-6503B	Qtrly	2	8 CY Dumpster Cardboard
3-1634B	Qtrly	2	8 CY Dumpster Cardboard
3-2040B 3-2138	Qtrly	2	8 CY Dumpster Cardboard
3-2102B	Qtrly	2	8 CY Dumpster Cardboard
3-2543C	Qtrly	2	8 CY Dumpster Cardboard
3-2634B	Qtrly	2	8 CY Dumpster Cardboard
3-2749B	Qtrly	2	8 CY Dumpster Cardboard
3-2937B	Qtrly	2	8 CY Dumpster Cardboard
3-3327B	Qtrly	2	8 CY Dumpster Cardboard
3-5103C	ly+U181J180:J18	2	8 CY Dumpster Cardboard

Exhibit C - Inventory of Collection Equipment

	0:S		
4-1832E	Qtrly	2	8 CY Dumpster Cardboard
4-1838B	Qtrly	2	8 CY Dumpster Cardboard
4-2171H	Qtrly	2	8 CY Dumpster Cardboard
4-2171J	Qtrly	2	8 CY Dumpster Cardboard
4-2171K	Qtrly	2	8 CY Dumpster Cardboard
4-2171L	Qtrly	2	8 CY Dumpster Cardboard
4-2171M	Qtrly	2	8 CY Dumpster Cardboard
4-2171N	Qtrly	2	8 CY Dumpster Cardboard
4-2843E	Qtrly	2	8 CY Dumpster Cardboard
4-2843F	Qtrly	2	8 CY Dumpster Cardboard
4-3331C	Qtrly	2	8 CY Dumpster Cardboard
5-3845D	Qtrly	2	8 CY Dumpster Cardboard
5-5348B	Qtrly	2	8 CY Dumpster Cardboard

5-5348C	Qtrly	2	8 CY Dumpster Cardboard
6-9262 ck	Qtrly	2	8 CY Dumpster Cardboard
8-1221B	Qtrly	2	8 CY Dumpster Cardboard
8-1572	Qtrly	2	8 CY Dumpster Cardboard
8-1884/8-1866	Qtrly	2	8 CY Dumpster Cardboard
8-2244B	Qtrly	2	8 CY Dumpster Cardboard

Exhibit C - Inventory of Collection Equipment

8-2750	Qtrly	2	8 CY Dumpster Cardboard
8-3116	Qtrly	2	8 CY Dumpster Cardboard
8-5050C	Qtrly	2	8 CY Dumpster Cardboard
8-5050D	Qtrly	2	8 CY Dumpster Cardboard
8-5476F	Qtrly	2	8 CY Dumpster Cardboard
8-5476G	Qtrly	2	8 CY Dumpster Cardboard
8-6543B	Qtrly	2	8 CY Dumpster Cardboard
8-6812B	Qtrly	2	8 CY Dumpster Cardboard
8-8286 ck	Qtrly	2	8 CY Dumpster Cardboard
A-1657B	Qtrly	2	8 CY Dumpster Cardboard
A-2530	Qtrly	2	8 CY Dumpster Cardboard
A-2530	Qtrly	2	8 CY Dumpster Cardboard
A-2530	Qtrly	2	8 CY Dumpster Cardboard
A-2530	Qtrly	2	8 CY Dumpster Cardboard

A-2537C	Qtrly	2	8 CY Dumpster Cardboard
A-3556B A-3153	Qtrly	2	8 CY Dumpster Cardboard
A-3315B	Qtrly	2	8 CY Dumpster Cardboard
A-3434C	Qtrly	2	8 CY Dumpster Cardboard
A-3587C	Qtrly	2	8 CY Dumpster Cardboard
A-4251	Qtrly	2	8 CY Dumpster Cardboard

Exhibit C - Inventory of Collection Equipment

A-4333C	Qtrly	2	8 CY Dumpster Cardboard
A-4521C	Qtrly	2	8 CY Dumpster Cardboard
A-4595C	Qtrly	2	8 CY Dumpster Cardboard
A-4845C	Qtrly	2	8 CY Dumpster Cardboard
A-6146E A-6241	Qtrly	2	8 CY Dumpster Cardboard
B-1732E	Qtrly	2	8 CY Dumpster Cardboard
B-6138C	Qtrly	2	8 CY Dumpster Cardboard
B-7757C	Qtrly	2	8 CY Dumpster Cardboard
C-5934B	Qtrly	2	8 CY Dumpster Cardboard
C-6532C	Qtrly	2	8 CY Dumpster Cardboard
C-8030D C-7727D	Qtrly	2	8 CY Dumpster Cardboard
C-8339	Qtrly	2	8 CY Dumpster Cardboard
C-8508A	Qtrly	2	8 CY Dumpster Cardboard
C-8650C C-8750	Qtrly	2	8 CY Dumpster Cardboard

C-8727G	Qtrly	2	8 CY Dumpster Cardboard
C-9445B	Qtrly	2	8 CY Dumpster Cardboard
C-9453C	Qtrly	2	8 CY Dumpster Cardboard
D-1412C D-1511	Qtrly	2	8 CY Dumpster Cardboard
D-1457B	Qtrly	2	8 CY Dumpster Cardboard
D-2402B	Qtrly	2	8 CY Dumpster Cardboard

Exhibit C - Inventory of Collection Equipment

D-2450D	Qtrly	2	8 CY Dumpster Cardboard
D-2450E	Qtrly	2	8 CY Dumpster Cardboard
D-2564B	Qtrly	2	8 CY Dumpster Cardboard
D-3206E	Qtrly	2	8 CY Dumpster Cardboard
D-3624C	Qtrly	2	8 CY Dumpster Cardboard
D-3624D	Qtrly	2	8 CY Dumpster Cardboard
D-3915C	Qtrly	2	8 CY Dumpster Cardboard
E-1978B	Qtrly	2	8 CY Dumpster Cardboard
E-2176	Qtrly	2	8 CY Dumpster Cardboard
E-2929B	Qtrly	2	8 CY Dumpster Cardboard
E-3556C	Qtrly	2	8 CY Dumpster Cardboard
G-4858C	Qtrly	2	8 CY Dumpster Cardboard
H-1758C	Qtrly	2	8 CY Dumpster Cardboard
H-3057C	Qtrly	2	8 CY Dumpster Cardboard

H-3718B	Qtrly	2	8 CY Dumpster Cardboard
H-5786D	Qtrly	2	8 CY Dumpster Cardboard
H-6253C	Qtrly	2	8 CY Dumpster Cardboard
H-6974B	Qtrly	2	8 CY Dumpster Cardboard
J-2535G	Qtrly	2	8 CY Dumpster Cardboard
J-2535H	Qtrly	2	8 CY Dumpster Cardboard

Exhibit C - Inventory of Collection Equipment

L-6323C	Qtrly	2	8 CY Dumpster Cardboard
L-7425	Qtrly	2	8 CY Dumpster Cardboard
M-5530C	Qtrly	2	8 CY Dumpster Cardboard
M-7123C	Qtrly	2	8 CY Dumpster Cardboard
M-7242C	Qtrly	2	8 CY Dumpster Cardboard
M-8349B	Qtrly	2	8 CY Dumpster Cardboard
N-3905B	Qtrly	2	8 CY Dumpster Cardboard
N-7101B	Qtrly	2	8 CY Dumpster Cardboard
O-5023D	Qtrly	2	8 CY Dumpster Cardboard
OH-651D	Qtrly	2	8 CY Dumpster Cardboard
O-Range 19	Qtrly	2	8 CY Dumpster Cardboard
O-Range 19	Qtrly	2	8 CY Dumpster Cardboard
O-Range 19 O-1900C	Qtrly	2	8 CY Dumpster Cardboard
O-Range 19 O-1900D	Qtrly	2	8 CY Dumpster Cardboard

OX-102B	Qtrly	2	8 CY Dumpster Cardboard
P-3042B	Qtrly	2	8 CY Dumpster Cardboard
P-3954B	Qtrly	2	8 CY Dumpster Cardboard
P-9647C	Qtrly	2	8 CY Dumpster Cardboard
PAAF 416B	Qtrly	2	8 CY Dumpster Cardboard
PAAF 416C	Qtrly	2	8 CY Dumpster Cardboard

Exhibit C - Inventory of Collection Equipment

Q-5144B	Qtrly	2	8 CY Dumpster Cardboard
R-3065B	Qtrly	2	8 CY Dumpster Cardboard
X-2721D	Qtrly	2	8 CY Dumpster Cardboard
X-2721E	Qtrly	2	8 CY Dumpster Cardboard
X-2921E	Qtrly	2	8 CY Dumpster Cardboard
X-2921F	Qtrly	2	8 CY Dumpster Cardboard
X-3454C	Qtrly	2	8 CY Dumpster Cardboard
X-3678B np	Qtrly	2	8 CY Dumpster Cardboard
X-3973B	Qtrly	2	8 CY Dumpster Cardboard
X-4030B	Qtrly	2	8 CY Dumpster Cardboard
X-4047B X-3347	Qtrly	2	8 CY Dumpster Cardboard
X-4065B	XXX	2	8 CY Dumpster Cardboard
X-4218C	Qtrly	2	8 CY Dumpster Cardboard
X-4359B	Qtrly	2	8 CY Dumpster Cardboard

X-4622C	Qtrly	2	8 CY Dumpster Cardboard
X-4647B	Qtrly	2	8 CY Dumpster Cardboard
X-4781C	Qtrly	2	8 CY Dumpster Cardboard
X-4813B	Qtrly	2	8 CY Dumpster Cardboard
X-4836B	Qtrly	2	8 CY Dumpster Cardboard
X-4890B	Qtrly	2	8 CY Dumpster Cardboard

Exhibit C - Inventory of Collection Equipment

X-4970B	Qtrly	2	8 CY Dumpster Cardboard
X-5116C	Qtrly	2	8 CY Dumpster Cardboard
X-5257B X-5452	Qtrly	2	8 CY Dumpster Cardboard
X-5452C	Qtrly	2	8 CY Dumpster Cardboard
X-5546B	Qtrly	2	8 CY Dumpster Cardboard
X-5620C	Qtrly	2	8 CY Dumpster Cardboard
X-6137B	Qtrly	2	8 CY Dumpster Cardboard
X-6146B	Qtrly	2	8 CY Dumpster Cardboard
Y-4804G	Qtrly	2	8 CY Dumpster Cardboard
Y-5015B	Qtrly	2	8 CY Dumpster Cardboard
Y-5015C	Qtrly	2	8 CY Dumpster Cardboard
Y-5015D	Qtrly	2	8 CY Dumpster Cardboard
Y-5015E	Qtrly	2	8 CY Dumpster Cardboard
Y-6715B	Qtrly	2	8 CY Dumpster Cardboard

X-Yarborough Express	Wkly	2	8 CY Dumpster Cardboard
Z-3252A Z-3452A	Qtrly	2	8 CY Dumpster Cardboard
Z-3252C Z-3452C	Qtrly	2	8 CY Dumpster Cardboard
Z-3252D Z-3452D	Qtrly	2	8 CY Dumpster Cardboard
Z-4157C	Qtrly	2	8 CY Dumpster Cardboard

Exhibit C - Inventory of Collection Equipment

1-2539B 1-2739B	Qtrly	3	8 CY Dumpster Cardboard
2-4708 ck	Qtrly	3	8 CY Dumpster Cardboard
A-2515B	Qtrly	3	8 CY Dumpster Cardboard
C-9150E	Qtrly	3	8 CY Dumpster Cardboard
L-8101C	WKLY	3	8 CY Dumpster Cardboard
PAAF 764B	Qtrly	3	8 CY Dumpster Cardboard
PAAF 779 PAAF 739	Qtrly	3	8 CY Dumpster Cardboard
2-5112	Wkly	5	8 CY Dumpster Cardboard
4-2843D	Qtrly	5	8 CY Dumpster Cardboard
D-1302B	Qtrly	5	8 CY Dumpster Cardboard
X-3429C	Qtrly	5	8 CY Dumpster Cardboard
Z-2650 Z-2649C	Qtrly	5	8 CY Dumpster Cardboard
X-5342B	XXX	XXX	8 CY Dumpster Cardboard
8-1808C	Monthly	1	Compactor - Cardboard
8-1808B	Monthly	1	Compactor - Plastic Recycling
8-1808D	Monthly	1	Compactor - Trash

Exhibit D – Estimated Workload Data.

Historical data below.

	MSW	Recycling	Total
Jan	1265.33	50.52	1315.85
Feb	1294.66	28.7	1323.36
Mar	1286.18	21.79	1307.97
Apr	1591.25	37.49	1628.74
May	1543.13	24.91	1568.04
Jun	1278.24	20.18	1298.42
Jul	1381.06	24.14	1405.2
Aug	1345.38	21.08	1366.46
Sep	1457.51	24.56	1482.07
Oct	1426.81	57.67	1484.48
Nov	1330.57	38.68	1369.25
Dec	1509.58	27.53	1537.11
Total	16709.7	377.25	17086.95
			Metric Tons



City of Fayetteville

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

City Council Action Memo

File Number: 25-4448

Agenda Date: 2/10/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Administrative
Reports

Agenda Number: 12.01

TO: Mayor and Members of City Council

THRU: Kelly Strickland, Assistant City Manager

**FROM: Christopher Cauley, MPA - Economic & Community Development
Director
Derrick McArthur - Economic Development Manager**

DATE: February 10, 2025

RE:
FY 2025 Q2 - Quarterly Report of Downtown Municipal Service District from Cool Spring Downtown District, Inc.

COUNCIL DISTRICT(S):
District 2 - Council Member Malik Davis

Relationship To Strategic Plan:

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

- Strategic Objective 2.1: Ensure a diverse City tax base.
- Strategic Objective 2.2: Invest in community places to ensure revitalization and increase the quality of life.
- Strategic Objective 2.4: Sustain a favorable development climate to encourage business growth.

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

- Strategic Objective 4.5: Ensure a place for people to live in great neighborhoods.

Goal VI: Collaborative Citizen and Business Engagement.

- Strategic Objective 6.2: Ensure trust and confidence in City government through transparency and high-quality customer service.

Strategic Objective 6.3: Inform and educate about local government by enhancing public outreach and increasing community dialog, collaboration, and empowerment.

Executive Summary:

In accordance with the agreement between the City of Fayetteville (City) and Cool Spring Downtown District (CSDD), CSDD has submitted its Quarterly Report for review.

Background:

On July 1, 2023, the City and CSDD entered into an agreement to provide Enhanced Services for an Arts and Entertainment Focused Downtown Municipal Service District (MSD). The Enhanced Services for an Arts and Entertainment Focused Downtown MSD contains five service elements: Economic Vitality and Development; Art and Design Enhancements; Promotion and Marketing; Special Events and Programming and Partnership, along with Organizational Support and Conflict Resolution.

Issues/Analysis:

Several key items to note are present in the Quarterly Report:

- Four (4) new businesses welcomed to the district.
- Over 900,000 gross square footage of ongoing business expansions and infill projects.
- Over 960,000 visits and 373,000 unique visitors to the district.
- Added two (2) new placemaking initiatives to the district.
- Progress on the district's strategic planning process.
- Estimated over 20,000 people attended the Night Circus: A New Year's Eve Spectacular.

Budget Impact:

There is no impact on the budget as funds for this agreement were approved for the 2025 fiscal year from the revenues generated by the MSD property tax rate.

Options:

No action required.

Recommended Action:

No action required.

Attachments:

CSDD. Quarterly Report October 1, 2024- December 31, 2024.



Cool Spring Downtown District, Inc.
222 Hay Street, Fayetteville, NC 28301
Info@CoolSpringfay.org

QUARTERLY REPORT – FIRST QUARTER October 1 – December 31, 2024

Our organizational efforts align with the City of Fayetteville’s goals in the following ways:

CSDD Goals

1. Economic Vitality and Development
2. Art and Design Enhancements
3. Promotion and Marketing
4. Special Events and Programming
5. Partnership & Conflict Resolution

City of Fayetteville Goals

- Goal II – Diverse and Viable Economy
- Goal III – High Quality Built Environment
- Goal IV - Desirable Place to Live, Work & Recreate
- Goal IV – Desirable Place to Live, Work & Recreate
- Goal V – Sustainable Organizational Capacity
- Goal VI – Citizen Engagement & Partnerships

QUARTERLY HIGHLIGHTS:

Economic Development: In the SECOND quarter of the FISCAL YEAR, the district welcomed FOUR (4) new businesses. This quarter saw two (2) businesses close. Since the beginning of the quarter on September 30, 2024, the DISTRICT had a net gain of two (2) NEW street-level businesses, celebrating a positive absorption rate. Additionally, we expect three (3) new street-level businesses to open soon.

The district celebrates several ongoing expansions and new infill projects, representing over 900,000 new or adaptive reuse construction GSF, including completing a new dumpster pad for communal use on Person Street. See the chart below.

Policy and Advocacy: The District is keenly interested in expanding the Flag and Banner Policy. In December 2023, the City’s Parks and Recreation Department requested that CSDD provide suggested edits to the existing policy. Those proposed revisions were submitted to expand the type of banners allowed, explicitly allowing for the placement of branded banners such as ones that say, “Downtown Fayetteville.” Our team was invited to a meeting on 5/13. However, the agenda item was removed from the discussion. We will continue to nudge this policy change forward.

Design and Placemaking: In Q2, CSDD added two (2) new placemaking initiatives to the district. CSDD raised \$40,000 and contributed \$20,000 of its organizational general fund to bring new placemaking initiatives to the district. To its holiday décor armor, the district added three (3) LED reindeers, a six foot LED, and asteroid holiday splatter star. Lastly, we are proud to report that we completed phase one of the Hay Street Light project. The organization is hopeful to work with City officials in the coming weeks to procure a budget allocation for the remainder of the project.

Events, Marketing, Visitation: Since the start of the second quarter, the district has welcomed over 960,000 visits and 373,000 unique visitors with an average dwell time of 109 minutes. This is a 4% decrease from the last quarter. Nevertheless, on behalf of the City of Fayetteville, the district was pleased to organize the Night Circus: A District New Year’s Eve Spectacular. They welcomed two Grammy award-winning headliners, Digable Planets and Arrested Development, and it was a fantastic show for all to enjoy. An estimated 20,000 people attended the event.

Metrics ?

Property:
Cool Spring Municipal Service...

Visits	962.9K	Avg. Dwell Time	109 min
Visitors	373K	Visits YoY	-0.4%

Operations: Given the fluctuations in our business climate, it’s certainly a unique time to be downtown. That’s why it’s the perfect time to undergo a Strategic Plan. The district was awarded a technical assistance grant from the Arts Council of Fayetteville-Cumberland County. We used the funding to hire “Keys to Your Brand,” a local marketing and consulting firm with deep roots in our community. Through this process, we formed a planning committee, designed, released a survey with over 400 respondents, and hosted a “Big Ideas Forum,” and completed our Strategic Plan in December 2024.

1. ECONOMIC VITALITY & DEVELOPMENT

NEW BUSINESSES

NEW THIS QUARTER

1. Floral Oasis (312 Hay Street) – Retail
2. Old Street Tattoo (116 Old Street) – Service
3. Dad Bod Dive Bar (444 W. Russell Street) - Brewery and Taproom
4. The Warehouse (226 Donaldson Street) – Event Space

RELOCATED WITHIN THE MSD

1. Gallery 13 (240 Hay Street) – Service

CLOSED

CLOSED THIS QUARTER

1. Bright Light Brewing Company (444 W. Russell Street) - Brewery and Taproom
2. Lodestone Antiques (223 W Russell St, Fayetteville, NC 2830) - Retail

OPENING SOON

1. Southern Pines Brewery – (123 Hay Street) Taproom and music venue
2. Our Place – (106 Hay Street) – Restaurant
3. Sol’s Arcade and Taproom – (421 Maiden Lane) Bar

NEW INVESTMENTS AND PHYSICAL IMPROVEMENTS CURRENTLY UNDERWAY/COMPLETE

Project Name	Investment	GSF	Status
Segra Stadium	\$43,000,000	55,000	Complete
The Residence at Prince Charles	\$18,500,000	75,000	Complete
Hay Street Parking Deck	\$19,000,000	200,000	Complete
Kress Open Spaces LLC	\$2,400,000	10,000	Complete
Downtown Redevelopment Pad	\$2,100,000	10,000	Complete
System Building Improvements	\$600,000	110,000	Complete
100 -block Tyson Investment	\$500,000	79,000	Complete
Capitol Encore Academy	\$2,000,000	39,000	Complete
Crown Complex	\$145,000,000	123,000	Underway
Festival Park Plaza	\$7,100,000	43000	Underway
Ammons Infill Development	\$2,000,000	9,000	Underway
Capitol Encore Academy	\$7,500,000	32,000	Underway
Southern Pines Brewery	\$2,100,000	13,400	Underway
Adams Street Condominiums	\$5,000,000	50,000	Underway
County Parking Deck	\$33,000,000	50,000	Underway
AIT Building	\$1,000,000	68,000	Underway
Kress Building Condos	\$2,000,000	20,000	Underway
Total Investment	\$292,800,000	986,400	

COSTAR REAL ESTATE ANALYTICS SPECIFIC TO THE MUNICIPAL SERVICE DISTRICT from October 1 – December 31, 2024.

Search Analytics

INVENTORY SF 2M +0.1% <small>Prior Period 2M</small>	UNDER CONSTRUCTION SF 0 -100.0% <small>Prior Period 2.9K</small>	12 MO NET ABSORPTION SF 23.9K -70.5% <small>Prior Period 81.1K</small>	VACANCY RATE 4.1% -1.1% <small>Prior Period 5.2%</small>	MARKET ASKING RENT/SF \$18.84 +2.1% <small>Prior Period \$18.45</small>	MARKET SALE PRICE/SF \$143 +0.4% <small>Prior Period \$142</small>	MARKET CAP RATE 8.9% +0.1% <small>Prior Period 8.8%</small>
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Over the last 12 months, our absorption rate has reduced by 45%. This indicates a slowing of real estate transactions and a shift from a seller's market to a buyer's market. We are confident that once critical vacancies are absorbed, such as the Huske Hardware Restaurant and Taproom building, investment risks will be mitigated. One positive trend has been the continuous reduction of our vacancy rate, now 4.1%, which has improved from 4.6% since the previous period.

Key Metrics

Availability		Inventory	
Vacant SF	81.2K ↓	Existing Buildings	230 ↑
Sublet SF	0 ↓	Under Construction Avg SF	-
Availability Rate	10.8% ↓	12 Mo Demolished SF	0 ↓
Available SF Total	214K ↓	12 Mo Occupancy % at Delivery	100.0%
Available Asking Rent/SF	\$16.79 ↓	12 Mo Construction Starts SF	0 ↓
Occupancy Rate	95.9% ↑	12 Mo Delivered SF	2.9K ↑
Percent Leased Rate	95.9% ↑	12 Mo Avg Delivered SF	2.9K

Sales Past Year		Demand	
Asking Price Per SF	\$278 ↑	12 Mo Net Absorp % of Inventory	1.2% ↓
Sale to Asking Price Differential	-0.5% ↑	12 Mo Leased SF	38.1K ↓
Sales Volume	\$3M ↓	Months on Market	11.2 ↓
Properties Sold	3 ↓	Months to Lease	-
Months to Sale	41.1 ↑	Months Vacant	-
For Sale Listings	9 ↓	24 Mo Lease Renewal Rate	75.4%
Total For Sale SF	153K ↓	Population Growth 5 Yrs	2.2%

Note: This information was generated with the Fayetteville-Cumberland Economic Development Corporation (FCEDC) COSTAR Subscription.

Development and Redevelopment.

- Collaborations. Staff actively collaborates with fellow economic development intermediaries, including The Fayetteville-Cumberland County EDC, the Greater Fayetteville Chamber of Commerce, and DistINCTly Fayetteville. Staff have forged a strong partnership with the office of Community and Economic Development Department and, partners with the Downtown Alliance, a business-to-business organization, on bringing the business and residential communities together.
- Resident's Social: In July we organized a residence social, renting a booth at Segra Stadium. Over 40 residences attended the gathering.

Retention and Support. Cool Spring Downtown District continues to work on creating resources for new and existing businesses.

- Recruitment and Retention: CSDD works to build momentum to further strengthen the commercial core through assisting in business recruitment and retention efforts. Our efforts include leasing assistance (connecting property owners to potential tenants), conducting surveys, and disseminating downtown research and information, promoting available local, state and federal resources, and working in tandem with our partners to drive pro-urban policy. Some businesses CSDD has recruited include: A Friends Table, Vagabond Coffee, and Pan Sandwiches.

- Downtown Gift Card Program: Since its inception, CSDD has sold over 700 gift cards valued at \$35,000. Over 35 businesses participate in the districtwide, all digital gift card.
- Social Districts: HB890 is a bill lobbied for by the NC Retail Merchants Association in the spirit of driving business to retailers in urban cores and expanding a community's the sense of livability. The bill, adopted into law in the fall of 2021, allows Cities and Counties to create "Social Districts" and enable them to ease open-container laws. CSDD manages the social district, distributing free cups to participating businesses. To date, we've given away 50,000 cups, which we estimate has generated nearly \$350,000 in sales.

Metrics.

1. Vitality Overview

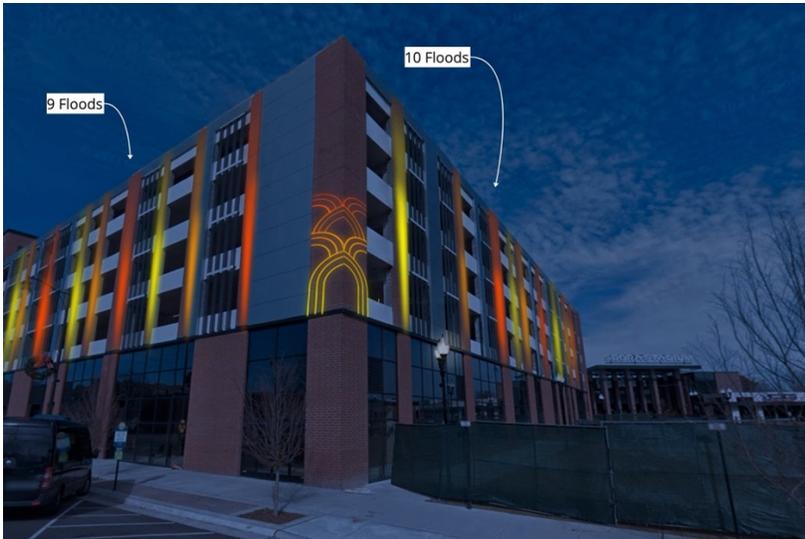
Vitality Quarterly Overview	Q1	Q2	YTD
Total new Businesses	4	4	8
Total Business closures	1	2	3
Total Expansions or relocations within MSD	1	1	2
Expected new businesses	3	3	6

2. ART AND DESIGN ENHANCEMENTS

In addition to the expanding the holiday decor, we updated the alley into the "Holiday Alley." The Cool Spring Downtown District received a donation of ten(10) spruce trees from the Fayetteville Woodpeckers to enhance our alley and cross promote Segra Stadium's annual Holiday Lights event. The Holiday Alley serves to bring joy and photo activation to Downtown Fayetteville. Families can enjoy the Holiday Alley, with the decorations, trees, and Santa Mailbox. This December, the Cool Spring Downtown District, with help from the Downtown Alliance and our friends at the North Pole, penned sixty "Letters from Santa" to children in Cumberland County.



Cool Spring Downtown District presented the project, Lunasee, to the Corridor Revitalization Committee, where it received support to move forward. With the support of the City, Arts Council, and CSDD’s general fund, this project will move forward in two phases. Phase One added 19 floodlights to the façade of the Hay Street deck which have been installed in December (pictured right). Phase Two, once funded, will add an “art-deco” style splatter to the corner of the deck (pictured left).



Metrics.

1. PLACEMAKING Overview

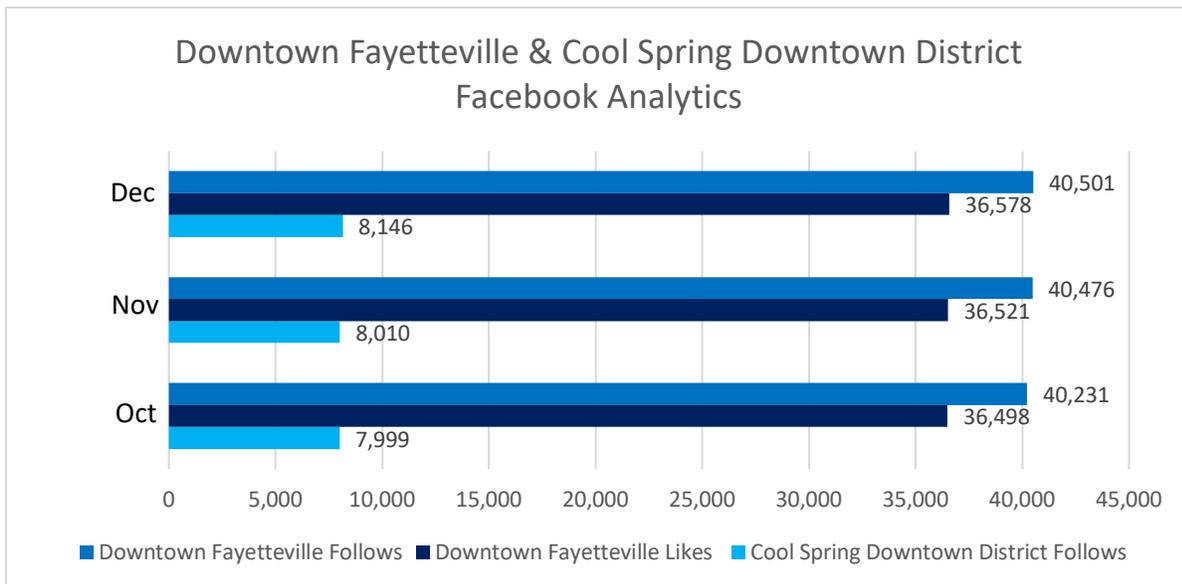
Vitality Quarterly Overview	Q1	Q2	TYD
Total PERMANENT Placemaking Initiatives	1	1	2
Total TEMPORARY Placemaking Initiatives	4	1	5

3. MARKETING AND EVENTS

Number of monthly social media followers and likes (Facebook, Twitter, and Instagram) at the end of the quarter December 31, 2024.

Facebook:

- Downtown Fayetteville
 - Like: 36,578, an increase of .40% from 36,431 last quarter
 - Followers: 40,501, an increase. 1.02% from 40,089, last quarter
- Cool Spring Downtown District
 - Likes: N/A
 - Followers: 8,146, an increase of 2.68% from 7,933 last quarter

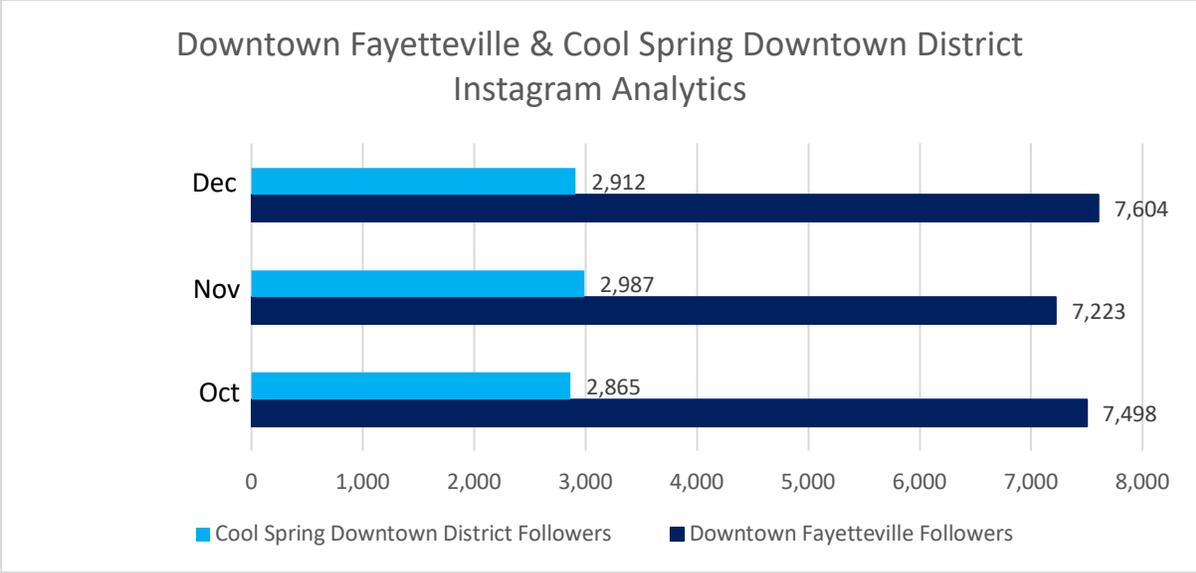


Tiktok

- Downtown Fayetteville
 - Followers: 1,031, an increase of 69.29%, from 609 last quarter
- Cool Spring Downtown District
 - No TikTok Information

Instagram:

- Downtown Fayetteville
 - Followers: 7,604, an increase of 2.45% from 7,422 last quarter
- Cool Spring Downtown District
 - Followers: 2,912, an increase of 3.74% from 2,807 last quarter



Email Newsletter:

- Subscribers:
 - 5,956 Subscribers, an increase of 2.84% from the 5,791 last quarter.
- Open Rate:
 - 42% open rate average, an increase of 16.66% from 36% last quarter

Google:

- 2,725 people found Downtown Fayetteville/Cool Spring Downtown District through Google Business, an increase of 69.04% from 1,612 people last quarter
- 130 people visited the website through Google, a decrease of -4.41% from 136 last quarter.

Website:

- 20,330 users visited the Cool Spring Downtown District website, a decrease of 30.83% from 29,395 users last quarter.
- 19,597 new users visited the Cool Spring Downtown District website, a decrease of 31.86% from 28,761 last quarter.

Cool Spring Downtown District's Events

Date	Event	People Attended (Average)
10/6/24	The District Trolley	46
10/12/24	The District Trolley	67
10/13/24	The District Trolley	28
10/19/24	The District Trolley	38
10/20/24	The District Trolley	41
10/25/24	Zombie Walk 4th Friday	18.6
10/26/24	The District Trolley	23
10/27/24	The District Trolley	56
10/31/24	Trick-or-Treat	2,000
11/2/24	The District Trolley	25
11/3/24	The District Trolley	38
11/9/24	The District Trolley	29
11/10/24	The District Trolley	38
11/16/24	The District Trolley	37
11/17/24	The District Trolley	27
11/23/24	The District Trolley	49
11/24/24	The District Trolley	23
11/29/24	Holiday Carriage Rides	85
11/30/24	The District Trolley	24
12/1/24	Letters to Santa	60
12/1/24	Holiday Alley	2,000
12/1/24	Light Up the City	5,000
12/1/24	The District Trolley	49
12/6/24	Tree Lighting Ceremony	50
12/6/24	Holly Jolly Singalong Trolley	60
12/6/24	Roast & Toast w/Old St. Mitch Bar Trolley	30
12/7/24	The District Trolley	55

12/8/24	The District Trolley	34
12/14/24	The District Trolley	42
12/15/24	The District Trolley	49
12/21/24	The District Trolley	48
12/22/24	The District Trolley	34
12/28/24	The District Trolley	23
12/29/24	The District Trolley	31
12/31/24	Night Circus: A District New Year's Eve Spectacular	20,000
	TOTAL ATTENDEES TO CSDD EVENTS THIS Quarter	30,257

**Cool Spring Downtown District
"Can Do" Coldwell Banker Private Trolley Rentals**

DAY	EVENT
10/5/24	Private Trolley: Pennink Wedding
10/12/24	Private Trolley: Birthday Party
10/25/24	Fort Liberty Trolley to Zombie Walk
11/16/24	PRIVATE TROLLEY: Wedding Pantelakos
11/29/24	Private Trolley: A Dickens Holiday
12/7/24	Private Trolley: Fayetteville Symphony Orchestra
12/17/24	Private Trolley: Kim Vest: SOM Methodist

**Events Hosted in
the Cool Spring Downtown District Stats**

Date	Event	Organizer	People Attended (Average)
10/4/24	Fantastic Fish Fridays	Taste of West Africa	17
10/4/24	Art Meets Life: October Edition featuring Langston Kelly	Poetry N Motion	77
10/5/24	The District Trolley	Cool Spring Downtown District	20
10/6/24	The District Trolley	Cool Spring Downtown District	46
10/7/24	Yoga with Afrobeats & HipHop	Therapeutic Solutions and Wellness	22
10/8/24	Disney Halloween Trivia @ Gaston Brewing Co	Gaston Brewing Company	20
10/9/24	A Christmas Story Auditions	Gilbert Theater	23
10/9/24	Libra Birthday Celebration	Shop Cursive	3
10/10/24	Climbing Meet up	LATCH Breastfeeding and Postpartum Wellness Center	2
10/11/24	Indigo Moon Film Festival	Indigo Moon Film Festival	1,000
10/12/24	The District Trolley	Cool Spring Downtown District	67
10/13/24	Reiki Level 1 Training	Prima Elements Holistic Wellness Center	8
10/13/24	The District Trolley	Cool Spring Downtown District	28
10/15/24	Full Moon Meditation Class	Prima Elements Holistic Wellness Center	10
10/16/24	Quarterly Downtown Business Meeting	Cool Spring Downtown District & Downtown Alliance	20
10/17/24	Guided Meditation Class	Prima Elements Holistic Wellness Center	12
10/17/24	Mystics Night Out	Therapeutic Solutions and Wellness	5
10/17/24	Artist Information Mixer	Arts Council of Fayetteville/Cumberland County	143
10/17/24	Witches Night Out	Downtown Alliance	194
10/17/24	Withes Night out at A Bit of Carolina	A Bit of Carolina	40

10/18/24	Halloween Boo Bash	Fascinate-U Children's Museum	265
10/18/24	Comedy Couch 0 Best of 2024 Finals	Cameo Art House Theatre	20
10/18/24	Learn to Cook: Zuppa Toscana	Prima Elements Holistic Wellness Center	52
10/18/24	Booville	Downtown Alliance	112
10/19/24	The District Trolley	Cool Spring Downtown District	38
10/20/24	The District Trolley	Cool Spring Downtown District	41
10/24/24	Climbing Meet up	LATCH Breastfeeding and Postpartum Wellness Center	3
10/25/24	Zombie Walk at A Bit of Carolina	A Bit of Carolina	41
10/25/24	TCEA October Pop-Up Market	The Capitol Encore Academy	31
10/25/24	Zombie Walk 4th Friday	Cool Spring Downtown District	18.6
10/25/24-10/31/24	Pumpkin Trail	Downtown Alliance	371
10/26/24	Author Event: Paranormal Savannah- Haints, Haunts, and History	City Center Gallery Books	14
10/26/24	The District Trolley	Cool Spring Downtown District	23
10/27/24	The District Trolley	Cool Spring Downtown District	56
10/29/24	Lunch and Learn: Business Insurance Protection	Women's Business Center of Fayetteville at CEED	3
10/31/24	Trick-or-Treat	Cool Spring Downtown District	2,000
11/1/24	Redefining Indigenous Opening Reception	Arts Council of Fayetteville/Cumberland County	266
11/1/24	Private Event at the Sip Room	The Sip Room	10
11/1/24	Art Meets Life: 10 Year Anniversary feat. Neil Ray	Poetry N Motion	66
11/2/24	The District Trolley	Cool Spring Downtown District	25
11/2/24	Planting and English Bulb Garden w/ Gwen Bell	Bell's Seed Store	77
11/3/24	The District Trolley	Cool Spring Downtown District	38
11/5/24	Dish of the Week	Taste of West Africa	11
11/5/24	Election Night Watch Party	Cameo Art House Theatre	20

11/6/24	Meditate and Paint Class	Prima Elements Holistic Wellness Center	32
11/6/24	Lunch and Learn: Maximize Your Business Deductions for taxes	Women's Business Center of Fayetteville at CEED	5
11/7/24	Climbing Meet Up	LATCH Breastfeeding and Postpartum Wellness Center	2
11/7/24-11/10/24	Holiday Open House	Downtown Alliance	110
11/7/24-11/10/24	Holiday Open House at A Bit of Carolina	A Bit of Carolina	34
11/8/24	Paint Ornaments with Santa	Greg's Pottery	30
11/9/24	Yoga with Afrobeats & Hip Hop	Therapuetic Solutions and Wellness	35
11/9/24	Open House	Bell's Seed Store	434
11/9/24	The District Trolley	Cool Spring Downtown District	29
11/10/24	Fayetteville NEXT Adult Field Day	Fayetteville NEXT	1,000
11/10/24	The District Trolley	Cool Spring Downtown District	38
11/13/24	Scorpio Birthday Celebration	Shop Cursive	4
11/15/24	Learn how to cook your holiday dishes VEGAN STYLE - LIVE Cooking Class	Prima Elements Holistic Wellness Center	17
11/15/24	Dad Bod Dive Bar Grand Opening	Dad Bod Dive Bar	953
11/16/24	Live Band November 16th 7th ANNIVERSARY	Bruces Sportsbloc	14
11/16/24	The District Trolley	Cool Spring Downtown District	37
11/17/24	The District Trolley	Cool Spring Downtown District	27
11/21/24	Redefining Indigenous: Pop-Up Shop	Arts Council of Fayetteville/Cumberland County	171
11/21/24	Dish of the Week: Khebabs	Taste of West Africa	13
11/22/24	Hot Cocoa Trail	Downtown Alliance	67
11/22/24	Hot Cocoa Trail at A Bit of Carolina	A Bit of Carolina	85
11/23/24	Paint your own Light up Tree	Greg's Pottery	45

11/23/24	The District Trolley	Cool Spring Downtown District	49
11/23/24	Planting and English Bulb Garden w/ Gwen Bell	Bell's Seed Store	14
11/24/24	The District Trolley	Cool Spring Downtown District	23
11/27/24	Paint Ornaments with Santa	Greg's Pottery	30
11/29/24	Holiday Carriage Rides	Cool Spring Downtown District	85
11/29/24	A Dickens Holdiay	Downtown Alliance	5,500
11/29/24	Gingerbread House Contest	Downtown Alliance & The Volta Space	221
11/29/24	A Dickens Holiday at A Bit of Carolina	A Bit of Carolina	268
11/30/24	Shop Small Downtown	Downtown Alliance	128
11/30/24	Pins and Lights at Fayetteville Holiday Lights	Fayetteville Woodpeckers	251
11/30/24	Shop Small Downtown at A Bit of Carolina	A Bit of Carolina	50
11/30/24	Finklepott's Fairy Hair with Melody	Greg's Pottery	14
11/30/24	She Brews Coffee at Bell's Seed Store	Bell's Seed Store	38
11/30/24	Family Christmas Event at Bell's! Meet Santa, design a Custom Polaroid Ornament, and Duck Donuts!	Bell's Seed Store	437
11/30/24	The District Trolley	Cool Spring Downtown District	24
12/1/24	Letters to Santa	Cool Spring Downtown District	60
12/1/24	Holiday Alley	Cool Spring Downtown District	2,000
12/1/24	Light Up the City	Cool Spring Downtown District	5,000
12/1/24	Moon Meditation and Paint Workshop	Prima Elements Holistic Wellness Center	9
12/1/24	The District Trolley	Cool Spring Downtown District	49
12/6/24	Tree Lighting Ceremony	Cool Spring Downtown District	50
12/6/24	Holly Jolly Singalong Trolley	Cool Spring Downtown District	60
12/6/24	Roast & Toast w/Old St. Mitch Bar Trolley	Cool Spring Downtown District	30

12/6/24	The Whimsical Naturalist Opening Reception	Arts Council of Fayetteville/Cumberland County	112
12/6/24	Art Meets Life: December Edition feat Dennis Vee	Poetry N Motion	42
12/7/24	The Green Grump who stole Fooville at A Bit of Carolina	A Bit of Carolina	96
12/7/24	Fayetteville Latin Dance Social	Fayetteville Latin Dance & Arts Council of Fayetteville/Cumberland County	240
12/7/24	Yoga with Afrobeats & Hip Hop	Therapeutic Solutions and Wellness	32
12/7/24	The green Grump who stole fooville	Downtown Alliance	1,800
12/7/24	Reverie's Christmas Open House & Second Floor Reopening!	Reverie Goods and Gifts	18
12/7/24	The District Trolley	Cool Spring Downtown District	55
12/7/24	The green Grump who stole fooville at Turner Lane	Turner Lane	10
12/8/24	The District Trolley	Cool Spring Downtown District	34
12/9/24	Lunch and Learn: Payroll	Women's Business Center of Fayetteville at CEED	3
12/10/24	Pedestrian Plan Public Workshop	City of Fayetteville	16
12/11/24	Sagitarius Birthday Celebration	Shop Cursive	4
12/11/24	Dish of the week: Egyusi Soup	Taste of West Africa	13
12/12/24	Market Weekend at The Fayettevill holiday Lights	Fayetteville Woodpeckers	327
12/13/24	Taste of West Africa: Amapiano Music Night!	Taste of West Africa	12
12/14/24	Fayetteville Rotary Club Christmas Parade	Fayetteville Rotary Club	2,000
12/14/24	Reading with Miss Lily	City Center Gallery and Books	5
12/14/24	TCEA Christmas Pop-Up Market	The Capitol Encore Academy	59
12/14/24	Breakfast with Santa	Fascinate-U Children's Museum	241

12/14/24	The District Trolley	Cool Spring Downtown District	42
12/15/24	Photos with Santa	A Bit of Carolina	30
12/15/24	Night Market at Turner Lane	Turner Lane	43
12/15/24	The District Trolley	Cool Spring Downtown District	49
12/19/24	Ugly Sweater Crawl at A bit of Carolina	A Bit of Carolina	105
12/19/24	Now We Don Our Ugly Sweaters	Shop Cursive	2
12/19/24	Ugly Sweater Crawl	Downtown Alliance	2,400
12/19/24	Ugly Christmas Downtown Crawl	Dad Bod Dive Bar	141
12/21/24	The District Trolley	Cool Spring Downtown District	48
12/22/24	Holiday Pajama Brunch	Blue Moon Cafe	16
12/22/24	The District Trolley	Cool Spring Downtown District	34
12/24/24	A merry And Bright Celebration	Shop Cursive	17
12/28/24	The District Trolley	Cool Spring Downtown District	23
12/28/24	Free Amarnos Tequila Tasting	Dad Bod Dive Bar	54
12/29/24	The District Trolley	Cool Spring Downtown District	31
12/31/24	Night Circus: A District New Year's Eve Spectacular	Cool Spring Downtown District & City of Fayetteville	20,000
12/31/24	New Years at Noon	Fascinate-U Children's Museum	25
12/31/24	Getting Back to you in 2025	Shop Cursive	10

4. PARTNERSHIPS, ORGANIZATIONAL SUPPORT, AND CONFLICT RESOLUTION



Clean Street is a voluntary, fee-based waste management program serving Cool Spring Downtown District businesses. Billing and maintenance are managed by Cool Spring Downtown District, with quarterly invoicing for participants. To date, Clean Streets provides commercial sanitation services for 25 businesses. As new companies join the downtown district, they are encouraged to participate in the Clean Streets program to reduce the number of individual roll carts in the district and keep our sidewalks and alleyways clean and safe.

Currently, we offer three locations for downtown entities to utilize for trash disposal and recycling: Franklin Street (across the street from 208 Franklin St), which provides a Verti Pak trash compactor and cardboard recycling, 301 Franklin Street, which houses two 8-yard dumpsters and glass and cardboard recycling, and newly-completed Otis Jones Parkway located behind 116 Person Street. That project was completed in December 2024 and will begin operation in January 2025.

ESTIMATED TOTAL TRASH REMOVAL:

Type of Canister	Estimated Waste	Number of Weekly Pickups	Number of Weeks	Estimated Impact of waste removed
Verti Pak (8 yards)	Estimated 80 lbs/yd	3x weekly	52	96,000lbs
Cardboard (8 yards) (x 2 receptacles)	75 lbs/yd	2x weekly	52	120,000lbs
Dumpster (8 yards)	1600 lbs	3x weekly	52	240,000lbs
Estimated Total Waste Removed FY 23-24 (June-July)				456,000 lbs



- Property Database. Ongoing - Cool Spring staff maintains a database to provide current listings of available properties and track business and residential populations within the

MSD. This database of available properties is provided by CoStar by the Fayetteville-Cumberland County Economic Development Corporation (FCEDC).

Liaison between Downtown stakeholders and local government

- Construction. Cool Spring will continue liaising between the City and Downtown Stakeholders to mitigate the effects of road closures during public and private construction efforts.
- Small businesses and City service staff. Cool Spring continues to serve as the liaison and information conduit between downtown stakeholders and City staff to facilitate better relationships, more understanding, and increased effectiveness for both City and businesses. To this end, we participate in Parks and Recreation's Special Events Committee, Parking Committee. We also work closely with Traffic Engineering, Parks & Recreation, and Construction employees to ensure that stakeholders are made aware of planned activities that may impact them and to help City departments identify the best times to perform these projects with the least impact on businesses. CSDD also receives committee updates from the Planning Commission, Zoning Commission, Historic Resource Commission, and the Technical Review Committee.

Metrics

1. Percentage of downtown merchants satisfied with the support provided by Cool Spring Downtown District. Over 400 People responded to a survey organized by CSDD. The results of the survey are attached.
2. *Number of direct interactions provided to downtown district to resolve issues or complaints: Estimated 30 +*
 - Cool Spring often receives complaints related to parking, construction, road closures, and politics. Staff is available daily to hear the concerns of merchants, property owners, and visitors. Our efforts to mitigate the challenging effects of revitalization are helpful and provide a safe place for the community to express itself.

AMBASSADOR UPDATE:

Thanks to funding from the City of Fayetteville, our two Ambassadors work collectively in the Municipal Service District, averaging about 60 hours. Additionally, we are pleased to report that we moved one of our Ambassadors to an FTE. Their accomplishments include the following:

Physical Environment:

- 90 Hurley pots and Street Poles have been repainted.
- 12 New Recycling bins sited and installed.
- Over 2000 LBS of cedar mulch were placed in tree beds and raised planters.
- 200 new plants were planted in the Hurley pots.
- Increased plant watering (we purchased a mobile watering device and 200-gallon drum).
- Purchased a golf cart and trailer to improve the ability to water plants
- Daily litter street sweeps.
- Helped Residents
- Weekly dumpster maintenance.
- Submitted 40 FayFixIt reports for Downtown maintenance.

Homelessness/Panhandling/Illegal Activity

- Regularly engage with homeless population to redirect them to services.
- We have filed twelve police reports for downtown.
- Redirected over 35 people/incidents panhandling this quarter
- Work with downtown merchants to ease concerns about indecent exposure, street preaching, littering, and panhandling.
- Met with Homelessness and Mental Health Officers from Fayetteville Police Department to better understand services offered.
- Interact with Downtown Police presence to ensure the public's safety.
- Creating a database of persons of interest with repeat incidents.

Meetings/Events:

- Attended Monthly merchant stakeholder group meeting.
- Attended bi-monthly Community Watch meeting.
- Provided event support for the following events:
 - o ALL 4th Friday events
 - o Night Circus: A District New Year's Eve Spectacular
 - o Quarterly Merchant Meetings
 - o Installed Holiday Decorations

Cool Spring Downtown District Investors FY23/24

Corporate Donors:

- ABC11/Disney
- Metronet
- Healy Wholesale
- Ray
- Systel
- Callahan and Rice
- Turner Lane
- Lumbee Guaranty
- Blue Ridge Power
- Blashfield Signs
- Truist
- LaFayette Ford
- MoPar Car Club

Media Partners:

- ABC11
- Beasley Broadcasting
- City View
- Fayetteville Business Journal
- 104. 9
- WIDU

Public Donors:

- City of Fayetteville and contributors to the Municipal Service District
- PWC
- Arts Council of Fayetteville Cumberland County
- Anonymous Private Foundation
- Cumberland Community Foundation
- The Downtown Alliance
- Distinctly Fayetteville
- FTCC
- Methodist University
- Fayetteville State University



City of Fayetteville

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

City Council Action Memo

File Number: 25-4451

Agenda Date: 2/10/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Administrative
Reports

Agenda Number: 12.02

TO: Mayor and Members of City Council

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

FROM: Chris Lowery, Strategic and Performance Analytics Manager

DATE: February 10, 2025

RE:
City Manager's Update - City Council Agenda Item Requests

COUNCIL DISTRICT(S):

ALL

Relationship To Strategic Plan:

Goal I: Safe and Secure Community
Goal II: Responsive City Government supporting a diverse and viable economy
Goal III: City Investment in Today and Tomorrow
Goal IV: Desirable place to live, work and recreate
Goal V: Financially sound City providing exemplary City services
Goal VI: Collaborate citizen and business engagement

Executive Summary:

The City Council members submitted and approved 6 City Council Agenda Item Requests from October 2024 to January 2025 and 9 since July 2024. The Office of Strategic & Performance Analytics (SPA) tracks each item from its approval to completion. This summary is intended to highlight each City Council Agenda Item Request and provide a status of these approved items.

Background:

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

- City Council Requests for Information from Staff
 - Protocol 1 - Simple Information
 - Protocol 2 - Complex Information or Research

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

Protocol 12 - Council Modification of Existing Agenda

Issues/Analysis:

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

Budget Impact:

None

Options:

City Council accepts the administrative report for public record.

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

Recommended Action:

City Council accepts the administrative report for public record.

Attachments:

01-28-25_CMO-Council Request Tracker_FY25.pdf

01-28-25_CMO-Council Request Tracker_FY25_ACCOMPLISHED.pdf

Total # of Council Items	25	<h1>CMO / COUNCIL REQUEST TRACKER (CRT)</h1>
Total # Accomplished	18	
Total % Accomplished	72%	
Last Updated:	1/28/2025	

CRT ITEM	Meeting (TYPE)	Consensus Date (OFFICIAL)	Item Title (OFFICIAL)	Requestor (OFFICIAL)	Item Directive (OFFICIAL)	Item Phase	Status	Staff Owner	Co-Owner/s	Updates	Completion Date (ACTUAL)	Time to Completion (MONTHS)
YES	Work Session	11/4/24	Ghost Guns	Courtney Banks-McLaughlin	CM Banks-McLaughlin presented this item to direct staff to develop a resolution to federal and state partners to show our support in regulation of ghost guns.	Accomplished	✓	ACM Jodi Phelps	CAO Clerks Office	11/5/24 - Staff is researching as developing a resolution that will be sent to our federal and state partners. 11/21/24 - Item will be folded into the legislative agenda to be discussed with both the state and federal partners. 12/10/24 - Resolution drafted and will be presented to Council at the Jan. Work session. 1/7/25 - Item presented as part of the State/Federal Action plan and the resolution will come back at the Jan. Regular meeting. 1/14/25 - Item was brought to Council at the Jan regular meeting. Item was voted on and approved by Council. Item will be sent to delgation. Item considered closed by staff.	1/14/25	2
YES	Regular Meeting	10/7/24	Driving Equality Laws	Mario Benavente	Council Member Benavente presented this item to direct staff to move this item forward to the next work session to have speakers come and speak.	Accomplished	✓	Pam Megill		10/21/24 - Item slated to come to Council at the November work session 11/14/24 - Item was presented at the Nov Work Session. Item will be sent to the committee to review recommendations. If suggestions come forward from the committee, they will be brought back to City Council for review/approval. Item is considered closed by staff.	11/4/24	0
YES	Work Session	8/5/24	Creation of CIP fund for City property ownership	Derrick Thompson	Council Member Thompson Presented this item to direct staff to create a CIP fund for City property ownership vs rentership with options at lease renewals.	Accomplished	✓	CAO	Kecia Parker Jeff Yates	8/6/24 - Staff is working on this request and will follow up with a response to Council. 9/9/24 - This will be an admin report for the 9/23 meeting so we're still working with the Interim CFO on this. 9/24/24 - Item was sent to Council through admin report. Item was not pulled for discussion. Item is considered closed.	9/23/24	1
YES	Work Session	8/5/24	Release of Body Camera and IPWDA Report Re: K9 unit video	Mario Benavente	Council Member Benavente Presented this item to direct the legal staff to work to petition the court to have the body camera and IPWDA report released of the K9 unit video.	Accomplished	✓	CAO	Chief Braden	8/6/24 - Item will be brought back to City Council at regular meeting for vote to petition the court to release the video. 8/13/24 - Item was brought back to 8/12 regular meeting. Council voted to have staff petition the courts for release of body cam footage. Staff is drafting petition to send to Cumberland County Courts. 9/9/24 - Complaint will be filed week of 9/9/24. 9/25/24 - The court was petitioned but the judge denied the request to release the information on 9/1/24. Item is considered closed.	9/17/24	1
YES	Regular Meeting	6/24/24	Establishing a Sentinel Event Review process and approach partnerships to help establish	Mario Benavente	Council Member Benavente prested item to direct staff to approah partnerships to help establish a sentinel event review process for the City of Fayetteville.	Accomplished	✓	CAO		6/25/24 - Item was assigned to staff. CAO will lead up this initiative. 12/9/24 - the CAO has conducted research and is preparing a presentation for Council. The item will be presented during the Jan. 6th work session. An implementation timeline will depend largely on direction from Council. 1/7/25 - Item was presented to Council at the Jan work session. Item was discussed but failed in vote to move forward with developing the Concept. Item considered closed.	1/6/25	6
YES	Work Session	5/6/24	All-America City Marketing	Mayor Mitch Colvin	Directed staff to promote more around the city of All-America city awards, particularly around banners.	Accomplished	✓	Loren Bymer	Jodi Phelps Michael Gibson	5/7/24 - Staff to work on proposals and actions to increase All-America city award marketing with emphasis on Banners. 5/20/24 - Staff is working on the Banner policy revision in order to accomplish this task. 6/4/24 - Banner revision coming back to Council in June. Policy clarification does allow banners. 6/17/24 - Staff is working to order banners and fulfill request. 8/6/24 - staff has identified design and a few locations for the banners. Some locations need hardware in order to be mounted and has been ordered. Details are currently being worked out with PWC to help move this along. 9/9/24 - The banners are on orderand staff is awaiting a proof from the company to approve. Anticipate having the banners to be completed 2-3 weeks after approval of the proof. MarComm and P&R are working on securing banner hardware. Recommended company doesnt have enough in stock so staff is exploring other options to expedite. 10/8/24 - The banners and hardware have been received. Parks and Rec and Facilities hae been notified to facilitate installation. 10/15/24 - 20 Banners are up along Hay Street. There are a few banners in reserves in case of fading, rips, tears, etc.	10/15/24	5
YES	Work Session	4/1/24	Amusement Park Information	Brenda McNair	Council Member McNair directed staff to work with FCEDC to do a presentation to Council on the benefits of an Amusement Park downtown, with potential partners (report to be presented by May 2024).	Accomplished	✓	Michael Gibson	ECD FCEDC	4/9/24 - Staff is coordinating with FCEDC to provide context to the Amusement Park item, and potential opportunities for FCEDC to return to Council in May work session for discussion. 5/7/24 - Staff to work / setup meeting with various partners (Ex: CVB, TDA, Crown Complex, County, cool springs, Arts Council, FCPR) to determine if there is interest in item or to complete study for amusement park or attraction. Reach out to Consultant that FCEDC proposed with tiered approach. Bring item to City-County liaison meeting. 5/10/24 - Staff has worked with a consultant to receive proposal for feasibility study. Proposal received on 5/10/24. 6/20/24 - Staff is reaching out to potential partners/stakeholders to schedule an amusement park interest meeting. The goal is to discuss feasibility of the project and how this item could be accomplish. Also to determine a level of interests from partners/stakeholders.Potential partners/stakeholders include: CVB, TDA, Crown Complex, County, cool springs, Arts Council, FCPR, the chamber, City staff, and FCEDC. 7/9/24 - Stakeholder meeting schedule for late July. Potential item for city county liaison meeting. Council will be updated following stakeholder meeting. 8/6/24 - Item to come back as Admin report in August. 8/13/24 - Item was brought back to 8/12 regular meeting as admin report after City-County liaison meeting. Item was pulled for vote to bring back to worksession. Item died on a 4-6 vote. item considered closed.	8/12/24	4
YES	Work Session	1/2/24	Vape Shops	DJ Haire	Council Member Haire presented this item to direct staff to review the County Ordinance pertaining to Vape Shops and report back to Council with findings.	Accomplished	✓	Dr. Jerry Newton	CAO	2/27/24 - Item was on Feb work session but was pulled. Item is ready when Council determines. 4/18/24 - Item will be on the 4/22 regular meeting agenda item. 4/22/24 - Item sent to Council as a Administrative report. Item pulled to be brought back to the May 6th work session. 5/7/24 - The following details will be addressed while sending back to the Planning and Zoning commission for the May 21st meeting: • Guidelines on classification of convenience store vs tobacco/hemp shop • definition for principal use, square footage or % (similar to state/fed guidelines) to add to amendment. • What is hemp and what are the issues of hemp? • Should hemp products be included in the Vape Model? Item to potentially be back before council at public hearing on June 24th. 5/20/24 - Planning Commission to hear proposed text changes May 21, 2024. Then to City Council for consideration. 6/17/24 - Planning commission need additional time to discuss. 7/29/24 - Item is being reviewed from a legality standing point by the CAO. 8/13/24 - CAO is revieing and preparing to have a legal opinion for the planning commission by end of August. 8/28/24 - Received legal opinion in response to the Planning Commission's question of the legality regarding distance requirements for specific uses. 9/9/24 - On 9/17/24 Planning Commission will meet again to discuss and potentially make a recommendation to City Council. 10/8/24 - Item is scheduled for council at the 10/28 regular meeting for public hearing. 10/29/24 - Item was presented to City Council at the 10/28 regular meeting. Council voted 7-3 to approve item with the text amendment that changes from 1,500 to 1000ft distance. Item considered closed by staff.	10/28/24	9

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YES	Work Session	10/2/23	Co-Op Grocery Store	Mario Benavente	Council Member Benavente presented this item to direct staff to bring back an analysis for a Co-Op grocery store in the Murchison rd. corridor with potential partners and collaborators.	Accomplished		Chris Cauley		<p>10/3/23 - Item has been reviewed by staff. Staff is working to research request and bring back to Council.</p> <p>10/9/23 - Staff is looking at a consultant to bring back a proposal for this request.</p> <p>10/23/23 - Staff is researching request and preparing memo to go to Council at Nov 13th Regular meeting</p> <p>11/14/23 - Item requested by Council to move item to Future Work Session.</p> <p>12/4/23 - Staff is working to bring back a presentation to council in First Quarter of calendar year.</p> <p>1/23/24 - Admin report has been submitted, to be placed on a work session.</p> <p>2/26/24 - Item on hold until more information is collected. Will then be brought back to Council</p> <p>4/1/24 - Staff presented information at April Work Session. Next steps are to receive Choice Neighborhood "short list" notification in April/May, and then HUD will complete site visit in June/July. Awaiting further Council direction.</p> <p>6/6/24 - Item will be brought back within the context of the choice grant.</p> <p>8/27/24 - City did not receive the Choice grant. Staff will make a recommendation to include what the City can do to incentivize a small grocer, and where/how people in the area currently get their groceries. Item to be wrapped up in the 9.5.24 special meeting.</p> <p>9/9/24 - Item was presented at the 9/5/24 special meeting. Section 108 funding will be coming back to Council for further discussion and review. Additionally, we will continue to explore the potential for securing a grocery store as part of our second application for the Choice Neighborhood Grant. Item is considered closed and will be rolled into the next Choice neighborhood grant process.</p>	11/4/24	13
YES	Special Meeting	8/16/23	Legal Crime Deterrent Opportunities in Partnership with Housing Authority	Mayor Mitch Colvin	During the Special Meeting around Public Safety on 8/16/23 the Mayor asked for Legal to explore opportunities to partner with H.A to determine ways that we could require them to monitor crime and put stipulations in place if they receive Gov. funding. Bring back to Council ideas for implementation.	Accomplished		CAO		<p>9/5/23 - City Attorney Office researching and providing legal guidance.</p> <p>10/9/23 - The CAO has spoken to a FMHA housing manager about the housing authority's current policies regarding guests, monitoring vehicles on the property and parking enforcement. The CAO is currently reviewing the funding & sub-recipient agreements the City has with FMHA as well as the applicable laws and the tenants' rights & protections to evaluate whether the City can incorporate provisions to encourage enforcement of gun violence deterrent tools into those agreements.</p> <p>11/9/23 - CAO is still in review of the funding and sub-recipient agreements that the City has with FMHA and applicable laws and tenants' rights/protections; Ongoing review.</p> <p>1/23/24 - The City does not have any funding/sub-recipient agreements with the FMHA through which the City could include provisions to address crime monitoring. CAO is awaiting a call back from the attorney for the FMHA to explore partnership opportunities. City attorney plans to get more information from the Mayor about the White House Office of Gun Violence Prevention so that information can be incorporated into this item.</p> <p>2/27/24 - Staff updated Mayor on findings and he will provide staff with additional information about what he had in mind as to partnering with housing authority on this matter before staff meets with attorney for housing authority.</p> <p>4/2/24 - CAO is preparing and refining final report. CAO anticipates item will be ready for April 8th regular meeting as an Administrative Report to Council.</p> <p>4/8/24 - Council pulled item, admin. report to come back to May Work Session.</p> <p>5/7/24 - Staff will work on addressing two follow up details: • breakdown of Calls for services (Types and locations) and • Analysis on comparison of FMHA (138 properties) vs City (62,000+ homes) in crime rate.</p> <p>6/17/24 - The PD staff is gathering the data on the calls for service for crimes that occurred on FMHA-owned properties. Staff is working to gather the data points similar to those presented to Council during the PD quarterly report.</p> <p>8/13/24 - Admin report at Sept regular meeting regarding follow up information from PD.</p> <p>9/9/24 - CAO waiting for data presentation from PD data personnel. CAO plans to email additional information to Council members.</p> <p>9/23/24 - Additional information emailed to Council on 9/23/24. Item is considered closed.</p>	9/23/24	13
YES	Special Meeting	8/16/23	EveryTown for Gun Safety	Mario Benavente	During the Public Safety Special Meeting on 8/16/23, consensus was given for staff to spend time reviewing EveryTown for Gun Safety ordinances at the municipal level.	Accomplished		ACM Jodi Phelps		<p>8/17/23 - Staff reviewing information for recommendations.</p> <p>9/15/23 - Memo received from CAO concerning signage from everytown gun violence. Admin report to be submitted to Council in October 23rd regular meeting.</p> <p>10/24/23 - Item was voted to be moved as an upcoming Nov. Work Session Item.</p> <p>11/7/23 - Item was presented at the work session. Council directed staff to take the next steps toward seeking voluntary participation from local gun vendors/businesses, on the recommendations provided by EveryTown USA; also for CAO to check with external sources on the appropriateness and legality of the endeavor.</p> <p>12/12/23 - CAO researched and reported to Council we could not do exactly what they wanted but would follow through on offering to community partners for them to initiate an education factor.</p> <p>1/3/24 - In the execution phase. Working with Chamber for Lunch and Learn</p> <p>6/17/24 - Chamber selecting date for late summer / fall.</p> <p>9/15/24 - Coordinating between chamber and NC against gun violence.</p> <p>10/21/24 - Chamber reviewing for possible lunch & learn in December</p> <p>11/4/24 - The additional education piece has been offered/suggested to Chamber and also as joint programming between Human Relations and FPD and will be operationalized. Item considered closed.</p>	11/4/24	14
YES	Work Session	8/7/23	Special Forces Memorial Park	Johnny Dawkins	MPT Dawkins Presented this item to direct the legal staff to work with Special Forces to develop an agreement for the two parcels of land at a cost of one dollar (\$1.00) for a period of 99 years.	Accomplished		ACM Adam Lindsay	PRM CAO	<p>8/8/23 - City Attorney Office reviewing agreement options.</p> <p>10/9/23 - The CAO met with the Special Forces Memorial Park representatives on September 18, 2023. The attorney for the group, Parker Lee, is going to send a draft lease agreement to the City so the CAO and CMO can review. The CAO, Finance and the ACMs will meet on October 16, 2023, regarding the funding. The CAO requests that Finance confirm in writing that there is not a problem with the monies received from the state.</p> <p>11/9/23 - CAO is in the process of review and 'redlining' the draft lease from the Special Forces group's attorney.</p> <p>12/4/23 - Staff sent the redlined agreement back and is waiting on a response.</p> <p>1/23/24 - The CAO previously sent a working draft to the attorney for the Special Forces Museum group. No response has been received.</p> <p>2/27/24 - CAO has completed review of the second round of edits from Special forces attorney. Will brief Mayor and MPT this week on draft lease.</p> <p>3/19/24 - Still working on negotiating the lease. Will request a closed session to brief Council when practical.</p> <p>4/15/24 - CAO sent latest draft MOU to the special forces foundation attorney and are waiting to hear back on April 10th.</p> <p>5/21/24 - Staff awaiting feedback from the special forces foundation.</p> <p>5/22/24 - CAO emailed SFF attorney on May 21st to follow up on draft MOU that was sent to SFF in March.</p> <p>8/13/24 - No status change.</p> <p>9/9/24 - No change</p> <p>11/7/24 - PRM will present to Council during the December work session regarding the VPII expansion and the funding currently available. A decision will need to be made on moving forward with plans that remain within the original project scope.</p> <p>12/3/24 - An agreement with SFF has been created and shared with the relevant parties. Council has directed staff to proceed with constructing a concept plan using the available funds. If and when a third party expresses interest in using the site, we will coordinate with the third party and Council accordingly.</p>	12/2/24	15

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YES	Work Session	8/7/23	Special Use Permit Ordinance	Mayor Mitch Colvin	Mayor Colvin presented this item to direct staff to research the number of items it takes to necessitate a Special Use Permit and report back with findings.	Accomplished	✔	Dr. Jerry Newton		8/8/23 - Staff researching. Item to come back to November work session as an agenda item. 11/3/23 - Item requested to be moved to January at the request during Mayor/MPT meeting. 12/4/23 - Adding to prepared staff report with recommendations for removing all SUPs, assigning 14 to Zoning Commission & retaining 14 for City Council; adding the full table of current SUPs 1/23/24 - Slated for February Work Session item 2/6/24 - Item presented at WS and approved by Council to be sent to the Planning Commission 2/13/24 - Planning Commission to receive insight at February meeting and officially review in March. 3/19/24 - Item to be reviewed by Planning Commission starting March 20. May go through a few cycles then bring back to Council. 5/20/24 - Planning Commission to hear proposed text changes May 21, 2024. Then to City Council for consideration. 6/17/24 - Presented to Planning commission. Potential Return to City Council work session in August. 7/29/24 - Item has been moved to the future Work Session, potentially October 9/9/24 - Scheduled for 10/7 work session 10/8/24 - Item was moved to the November Work session 11/4/24 - Item was presented at the November Work session. Council voted 7-3 for staff to finalize the text amendments and bring back to Council for a consensus vote at Nov. 25th regular meeting. 11/25/24 - Item was present at council at the 11/25/24 meeting and passed. Item is now considered closed.	11/25/24	15
YES	Work Session	6/5/23	Unaccompanied Minors in City Facilities	Kathy Jensen	Council Member Jensen presented this item to direct staff to research and provide a proposed policy regarding unaccompanied minors in City facilities.	Accomplished	✔	Michael Gibson		8/8/23 - Staff completing research on best practices and North Carolina State Law. Admin report forthcoming in September. 9/25/23 - Item was voted to be moved to an upcoming Work Session. 11/6/23 - Item scheduled for Jan. Work Session. 1/2/24 - Presentation given to Council with consent to accept the information given. During the January Work Session Council directed the item be taken to the Parks & Recreation Advisory Board for discussion and a recommendation for submission back to Council. 2/27/24 - Item was presented to the PRM Advisory Board during their February 6th meeting. Currently awaiting advisory boards recommendations. 4/9/24 - Recommendation from PRM Advisory board sent to City Clerk's office on 3/25/24. 4/18/24 - Item to be reviewed again by staff after recommendation received from PRM advisory board. 6/17/24 - Admin report potentially back to Council at Aug regular meeting. 7/30/24 - Report has been received from PRM Advisory Board and will be presented to council during a regular meeting in August. 8/13/24 - Item to come back to councils 8/26 regular meeting as an admin report. 8/27/24 - Item was sent to Council at the 8/26 regular meeting as an admin report. Not questions or comments and item was not pulled. Item considered closed.	8/26/24	14
YES	Work Session	5/1/23	Develop an Office of Community Safety and Mental Health	Kathy Jensen	Council Member Jensen presented this item to direct staff to add this item to the Budget Parking Lot; for one dedicated person to identify and centralize, and to develop an Office of Community Safety and Mental Health.	Accomplished	✔	ACM Jeff Yates	Jerry Clipp	8/8/23 - The City is accepting the Director of the Office of Community Safety position applications. When the successful candidate is selected, Staff will return to the City Council to plan desired outcomes and functions of the OCS. 12/21/23 - Offer extended to qualified candidate - Candidate declined offer. On hold, plan to meet with council to discuss moving forward. 4/1/24 - Staff OCS project team has begun researching and compiling data on current services offered by the City, the County, and other community entities, gaps in services, projected OCS cost, and recommendations for implementation of the OCS. A preliminary report will be created and presented. 4/26/24 - Staff OCS project team presented data to City Council during special meeting. 4/30/24 - Public safety summit was held on 4/30 to discuss development of OCS and determine community partners. 5/20/24 - First budget meeting was held to discuss OCS and currently funded activities that relate to OCS as well as new \$ for OCS. 6/17/24 - Following budget adoption - follow plan for alternative response and filling of OCS director. 8/27/24 - 2 job descriptions for the OCS has been created. Working with HRD staff to edit and classify the jobs. 9/9/24 - 1 job current posted for recruitment with another job expected to be posted the week of 9/8/24. 9/23/24 - 2 jobs are now posted and both are accepting applications. 10/28/24 - Staff is narrowing down the list for our pre-interview questionnaire for Director position. Staff will get candidate list and send out questionnaire and begin phone screen interviews. Staff will then select 4-6 candidates for an assessment center and on-site interview. Item is considered closed by Staff. Item is operationalized and staffing / jobs are being advertised and is being hired based on approved City Budget.	10/28/24	17
YES	Work Session	3/6/23	Resource Support for 3-Mile ShotSpotter Radius	Mario Benavente	Council Member Benavente presented this item to direct staff to assess the unique needs of the neighborhoods within the 3-mile radius, and report back to full Council the exact type of support needed to improve conditions in that area. Whether it is with rental assistance, job security, child care needs, infrastructure improvements.	Accomplished	✔	Chief Braden		3/15/23 - Jeff Morin with ECD is completing data analytics based on census data information and will providing additional information to staff for the coverage areas where ShotSpotter will be installed. 5/3/23 - Presented to Executive team, provided bullet list of things ECD can expand or market to these areas. ShotSpotter has been renamed as Sound Thinking. 6/13/23 - The last request for ECD was to send materials to Jeff Yates who was leading this effort. ACM Yates will speak with the executive team. Presentation printed out for City Manager to review. Awaiting input from CM to move forward. 8/17/23 - Memo prepared and sent to City Manager. Item discussed at the special meeting around Public safety on 8/16/23. Will be brought back to Council WS in September. 9/5/23 - Request from CM Benavente during WS for staff to get a quote to research and complete a study for qualitative data in the 3 areas for ShotSpotter. 10/9/23 - Staff has included this research with UNCC cost of Gun Violence study. 11/2/23 - Finalizing scope to be sent back to UNCC for agreement, should be complete around Jan. 3/19/24 - The agreement is with UNCC for legal review and will be signed as soon as it is returned. Update with Cost of Gun Violence item. 4/1/24 - Kickoff meeting scheduled for April 15th at 10am with UNCC. 6/17/24 - Study underway with anticipated completion in spring of 2025. Contract was executed on: 6/7/24. Item is considered closed by Staff. Any subsequent action from study will be new items.	6/17/24	15

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YES	Work Session	2/6/23	Cost of Gun Violence in Fayetteville	Mario Benavente	Council Member Benavente presented this item to direct staff to move this item forward; the study to include input/formation from the Health Care Providers, Schools, and Courts.	Accomplished		Kim Toon	Jeffery Yates	<p>3/15/23 - City Staff was directed to look into the cost of gun violence in our city. This would be an RFQ to look into the factors of gun violence and the associated cost.</p> <p>5/3/23 - RFP will post on Monday May 8th</p> <p>5/16/23 - RFP posted. The Cost of Gun Violence in Fayetteville RFP is due date is Jun 23, 2023.</p> <p>8/8/23 - This item will need to be placed back out to bid as the one consultant that responded has not replied with additional information that was requested.</p> <p>8/17/23 - Staff will be reviewing possible options for this type of study including a partnership with Harvard Bloomberg.</p> <p>9/5/23 - Staff met with UNCC Urban Institute - to discuss Quantifying the economic and social costs associated with gun violence in Fayetteville and inform policy options and strategies to advance violence prevention. They will be preparing a Scope of work for their research process, expect SOW in 1 month.</p> <p>10/9/23 - Draft SOW received from UNCC and currently being reviewed by Staff.</p> <p>11/2/23 - Finalizing scope of work to be sent back to UNCC for agreement, should be complete around Jan.</p> <p>3/19/24 - The agreement is with UNCC for legal review and will be signed as soon as it is returned.</p> <p>4/1/24 - Kickoff meeting scheduled for April 15th at 10am with UNCC.</p> <p>6/17/24 - Study underway with anticipated completion in spring of 2025. Contract was executed on: 6/7/24. Item is considered closed by Staff. Any subsequent action from study will be new items.</p>	6/17/24	16
YES	Work Session	6/6/22	Support of an Aquatic Center	Courtney Banks-McLaughlin	Council directed staff to engage in conversations with the County and School Board regarding construction of an Aquatics Center.	Accomplished		Michael Gibson	Rob Stone	<p>6/28/22 - Staff is preparing to begin discussions this summer</p> <p>8/24/22 - Still in progress; staff coordinating meetings with community partners.</p> <p>9/9/22 - Discussions are ongoing with community partners.</p> <p>1/19/23 - Staff is diligently working with County, Schools, and other partners to research interest and partnership possibilities.</p> <p>3/15/23 - No update. This Item considered closed until city-county liaison meeting is restarted, resources are available or renewed interest from potential partners.</p> <p>4/24/24 - item is considered reopened. Letter sent from Fayetteville-Cumberland Parks & Recreation Advisory Commission to potential partners (Fayetteville City Council, Cumberland County Commissioners, Cumberland County Board of Education, Distinctly Fayetteville Board of Directors) on 4/24/24. Potentially bring item to City-County liaison meeting.</p> <p>7/9/24 - Staff has engaged with community partners gauging their interest in discussing partnership in aquatic center. Discussing in August or September with the two primary partners (Cumberland county and public schools). Schools have confirmed interest in discussing. County has been asked if they would be interested in discussing.</p> <p>8/6/24 - Item presented at the City-County Liasion meeting. Item to come back to Council at regular meeting as Admin report.</p> <p>8/13/24 - Requested minutes from the City-County Liasion meeting sent to Council.</p> <p>8/27/24 - Minutes from meeting were sent to Council. County is taking lead on moving with item. Item is considered closed until movement by County.</p>	8/27/24	26

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CRT ITEM	Meeting (TYPE)	Consensus Date (OFFICIAL)	Item Title (OFFICIAL)	Requestor (OFFICIAL)	Item Directive (OFFICIAL)	Item Business Case (WHAT IS THE CAUSE / ISSUE?)	Item Phase	Status	Next Steps	Next Steps (DATE)	Staff Owner	Co-Owner/s	Updates	Time Open (MONTHS)
YES	Work Session	1/7/25	Red-Light Camera Program	Derrick Thompson	CM Thompson presented this item to direct staff to research and looking into reinstating the red-light camera program.	Reinstating the Red-Light Camera System.	60 Days	🚨	Receive quotes from vendors and Permits from NCDOT	Mar-25	Sheila Thomas-Ambat	Brian McGill CAO	1/8/25 - Item assigned to staff. 1/22/25 - Meeting held with Wilmington Traffic Engineer on 1/22/25 to discuss Wilmington's Program and received guidance and advice, as well as in-person meeting held with NCDOT District & Senior Asst. District Engineer's to discuss encroachments, right-of-way requirements, and history of previous red-light program. 1/28/25 - Staff is working to schedule meetings with 3 vendors in order to receive quotes and to determine cost-estimates. Staff is also reviewing historic files and awaiting files from NCDOT for encroachment permits.	
YES	Work Session	1/7/25	Council Travel - Council Appreciation Gift Funding	DJ Haire	CM Haire presented this item to direct staff send item to policy committee to bring back options to Council on the allocation of the funds. (No longer related to Travel Budget)	Allocation of Funds for Council members to use for appreciation.	60 Days	🚨	Bring to budget meeting and Council		Pam Megill	Jennifer Ayre	1/14/25 - Item was discussed at the Council Policies Review Committee on 1/9/25. Consensus of the Committee was to request \$6,500.00 (\$650.00 per elected official) for Community Relations Appreciation purposes to be placed in the next budget cycle. To be addressed during the upcoming Budget meetings. Item to be sent back to Council based on consensus of committee.	
YES	Work Session	1/7/25	Bike Lane Code Update	Mario Benavente	CM Benevente presented this item to direct staff to research current bike lane code vagueness and bring back recommendations.	Review Bike lane code for vagueness with recommended changes.	60 Days	🚨	Staff to review Charlotte and Greensboro Code of Ordinance		Sheila Thomas-Ambat	Brian McGill CAO (Moses)	1/8/25 - Item assigned to staff. 1/28/25 - Staff has determined the miles and feet of Bike lane and MU lines across the city. Legal has provided information from NCDOT on bike lanes definition. Staff will review Charlotte and Greensboro Code of Ordinance to see how they word their allowances and restrictions.	0
YES	Regular Meeting	12/9/24	Wrecker Services Permit and Regulations	Mayor Mitch Colvin	Staff to research whether statues allows or grants licensing/certificate to wrecker services and whether the City can adopt ordinance to regulate those that provide services in the City of Fayetteville.		60 Days	🚨	Send response back to Council	Feb-25	CAO		12/10/24 - CAO is researching this item and will send back response and findings to Council. 1/14/25 - Staff is conducting research and plan to bring back to Council at the second regular meeting in Feb.	1
YES	Work Session	9/3/24	Innovation district	Mayor Mitch Colvin	Mayor Colvin presented this item to direct staff to review what an innovation district would look in Fayetteville and how to create one. Bring back research to City Council.		90+ Days	🚩	Followup meeting on Jan 30th.	Feb-25	ACM Kelly Olivera	CMO Jennifer Baptiste Christopher Williams	9/4/24 - Staff is researching innovation districts and looking at effective ones. 9/23/24 - A working group of staff from several departments has been formed, and we expect to have information for Council at the December 2024 work session. 12/3/24 - Item was presented at the December work session. Presentation was accepted and will be moving forward as a item in the strategic planning retreat. Staff will be getting options for a consultant to help Council determine our structure. 12/17/2024 - Preliminary discussion with Mayor Colvin, ACM Jodi Phelps, Robert Van Geons, and Jennifer Baptiste. This meeting discussed tactics in advance of the partners meeting scheduled for 12/19/2024. 12/19/2024 - Partners meeting lead by Mayor Colvin. Partners include Methodist University, Fayetteville State University, Fayetteville Technical Community College, Cumberland County Schools, Cumberland County Government, PWC, etc. The partners agreed to carry the discussion to their respective boards to garner support. Mayor Colvin discussed the idea of having a professional firm like Brooks Institute come in and provide guidance to the City. The group agreed to meet again on January 30th.	4
YES	Work Session	4/1/24	Free Bus Fares for Elderly and Disabled Residents	Brenda McNair	Council Member McNair and Council directed staff to ensure equity impact of providing free fares for elderly and disabled residents, is included in Transit's current equity study. Post-study, staff will bring back analysis results and look for Council to take action on free bus fares for elderly and disabled residents.		90+ Days	🚩	Awaiting the draft report in Feb. 2025	Feb-25	Tyffany Neal		4/15/24 - staff is finalizing the contractual details with the consultant and hope to have the study underway soon. 5/20/24 - Contract for fare study has entered the contract routing review process. 7/29/24 - Contract is still being finalized and working through details. Expected kickoff within 30-45 days. 9/9/24 - Study has not started due to closing out other items that consultant has been tasked with. Hopeful to start study in October. 10/26/24 - Fare equity study has started for Transit. 11/4/24 - The Fare/Service Equity Analysis that is currently underway. We will have more information once we receive the DRAFT report from our consultants (sometime in February 2025).	9
YES	Work Session	4/3/23	Festival Park Operations	Mayor Mitch Colvin	Mayor Colvin presented this item to direct staff to research ways to maximize the use of Festival Park by the outsourcing of programs and maintenance; the potential additional events, not to interfere with the regular local events.		90+ Days	🚩	Bring back to Council	Feb-25	Michael Gibson	Kim Toon	5/3/23 - Staff is researching and developing language for RFP. Meeting scheduled for May 25th. 8/15/23 - Goals established. Initial outreach efforts to contact potential 3rd party vendor did not yield successful results. Another push for reaching out is underway. 11/27/23 - No responses. RFP was reviewed and based on recommendations changes are to be made to ensure to get qualified responses. 12/4/23 - RFP has been drafted, awaiting feedback. to be posted for 45 days at first of the year. Should close around beginning of February. 2/6/24 - The Procurement office received (2) RFPs on Friday, February 2nd. Staff is actively reviewing proposals. 4/1/24 - Staff has an interview scheduled for the 3rd week in April with the Oakview group. 4/18/24 - Oak View Group (OVG) provided a presentation to staff on Tuesday, April 16th. Staff preparing an Administrative Report for the City Council. 6/4/24 - Item presented at the June Work session. Council has request that the consultant come back to a future meeting to have a conversation. 7/9/24 - Staff meeting with Consultant in July to confirm their interest with moving forward to make a presentation to Council. 8/13/24 - Final items / documentation has been sent to OVG. Staff in communication with OVG to ensure they are still in agreement to move forward. If confirmed staff will have OVG to come back to future work session to present. 9/9/24 - Staff is currently working with OVG to confirm dates for them to speak at an upcoming City Council Work Session. 10/8/24 - Discussing with OVG, if they are going to honor the proposal, staff will schedule for Dec. work session. 11/26/24 - Team will be discussing this item at the Mayor/MPT meeting. 12/10/24 - Staff is reviewing deed restrictions and environmental encumbrances to understand any site limitations that may exist. Staff and OVG will determine improvements needed, environmental feasibility, and total costs for Festival Park to attract larger shows as a regional venue. 1/28/25 - Item such as restrictions and environment encumbrances from Parks & Rec and Real Estate to be collected and sent to OVG by Procurement.	21



City of Fayetteville

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City Council Action Memo

File Number: 25-4467

Agenda Date: 2/10/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Administrative
Reports

Agenda Number: 12.03

TO: Mayor and Members of City Council

THRU: Kelly Olivera, Assistant City Manager

**FROM: Christopher Cauley, MPA, Economic and Community Development
Director
Albert Baker - Assistant Economic & Community Development Director**

DATE: February 10, 2025

**RE:
Day Resource Center FY25 Second Quarter Administrative Report**

COUNCIL DISTRICT(S):

District 2

Relationship To Strategic Plan:

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

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

Goal IV: Desirable Place to Live, Work and Recreate

- Objective 4.6: To reduce poverty and homelessness.

Executive Summary:

The Day Resource Center is a multi-disciplinary day center for people at risk or currently experiencing homelessness. The center at 128 South King Street opened on August 21, 2023. In May 2024, Council authorized the engagement of Manna Dream Center as the operator of the DRC with a one-year contract beginning July 1, 2024. Manna Dream Center has submitted the second quarter update for the City Council.

Background:

The Day Resource Center is part of the City's transformational and critical initiatives aimed at reducing poverty and homelessness. The center is a \$6.99 million project entirely grant-funded through the Department of Housing and Urban Development's (HUD) Community Development Block Grant - Disaster Recovery (CDBG-DR) via the North Carolina Office of Recovery and Resiliency (NCORR), American Rescue Plan Act and State Capital Infrastructure Grants. The purpose is to provide a public facility that allows for resiliency within our City by increasing disaster response capacity in Fayetteville and Cumberland County, centralizing service providers, and removing barriers during non-emergency times as a day resource center. Manna as the operator has rebranded the city facility to Fayetteville Cares Day Resource Center, launched a

website, and expanded services, while maintaining a clean and safe environment for individuals and families to receive critical services.

Issues/Analysis:

The Fayetteville Day Resource Center reports significant successes. The following presentation shares some of those successes and challenges with a few highlights below:

- The center reports the following:
 - Showers 1,585
 - Laundry 844
 - Lunches 11,777
- Issued 120 one-day bus tickets and 21 thirty-day bus tickets;
- Fulfilled 300 clothing requests outside of two events where clothing requests fulfillment could not be tracked;
- Reports 1,256 referrals for services such as peer support, case management, counseling, behavior health, dental, medical and coordinated entry to include shelter referrals;
- Five new community partners were reported as onboarded during the quarter, with six partners pending Memorandums of Understanding.

Manna Dream Center also reports on the following services: implementation of an intern training program, new key card policy, inter-building transfers, and outreach efforts targeting new lunch providers. Lastly, Manna Dream Center reports future goals of instituting a raised vegetable garden, mobile dental services, Department of Social Services representative, and an eye care specialist.

Budget Impact:

The City currently funds the activities at the Fayetteville Day Resource Center with \$300,000 from the American Rescue Plan Act.

Options:

- No action required

Recommended Action:

No action required.

Attachments:

Fayetteville Cares FY2025 Second Quarter Report



Quarterly Report

Second Quarter

October - December 2024



Agenda

- ▶ Second Quarter Numbers
- ▶ Service Changes
- ▶ Provider List
- ▶ Future Goals
- ▶ Q & A
- ▶ State of Fayetteville Cares

Basic Needs Numbers

Basic Need	FY 25 First Quarter	FY 25 Second Quarter	Percent (%) Change
Showers	1,553	1,585	2% increase
Laundry	920	844	8.3% decrease
Clothes	349	300	14% decrease
Lunches	11,051	11,777	6.6% increase
Bus Passes - 30 Day (non- reunification)	10	21	110% increase
Bus Passes - 1 Day (non- reunification)	90	120	33.33% increase

Service Provider Numbers

Service Provided	FY 25 First Quarter	FY 25 Second Quarter	Percent (%) Change
Peer Support	39	182	366.66% increase
Case Management	238	136	42.86% decrease
Coordinated Entry Referrals	652	692	6% increase
Behavioral Health	-	19	-
Counseling	-	4	-
Medical	48	41	14.6% decrease
Dentures (full and partial)	31*	182 (as of 12/16/24)	487.1% increase



Services Changes

- ▶ New Key Card Policy
- ▶ Inter-building Transfers
- ▶ Intern Training Program
- ▶ Outreach Food Request

Second Quarter New Providers



Pending Partnerships





Future Goals

- ▶ Raised vegetable garden
 - ▶ Mobile dental trailer
 - ▶ DSS representative in building
 - ▶ Eye care specialist
- 

Questions & Answers





State of Fayetteville Cares

- ▶ City of Fayetteville,
Economic and Community
Development
 - ▶ Chris Cauley, Director
 - ▶ Alex Baker, Assistant Director