

City of Fayetteville

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

Meeting Agenda - Final City Council Regular Meeting

Monday, November 26, 2018

7:00 PM

Council Chamber

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 ANNOUNCEMENTS AND RECOGNITIONS

5.0 APPROVAL OF AGENDA

6.0 CONSENT AGENDA

- 6.01** [18-551](#) Approval of Meeting Minutes:
October 22, 2018 - Discussion of Agenda Items
October 22, 2018 - Regular
October 30, 2018 - Special
November 5, 2018 - Work Session

Attachments: [102218 Discussion of Agenda Items.doc](#)
[102218 Regular.doc](#)
[103018 Special.doc](#)
[110518 WKS.doc](#)

- 6.02** [18-509](#) Bid Recommendation - Legend Ave Roadway Improvements Phase 2

Attachments: [BID TAB - Re-Advertisement Legend Ave Roadway Improvements Phase 2](#)

- 6.03** [18-533](#) Bid Recommendation - Relay Control Switchboards for Fenix #2
Substation

Attachments: [Bid Recommendation Relay Control Switchboards Fenix 2](#)

- 6.04** [18-546](#) Bid Recommendation - Prefabricated Relay Control House for Fenix
Substation #2

Attachments: [Bid Recommendation Prefabricated Relay Control House Fenix No 2](#)

- 6.05** [18-468](#) Adoption of Special Revenue Fund Project Ordinance 2019-7 and Capital Project Ordinance 2019-21 to Appropriate Transit Grant NC-2018-069 for Fayetteville Urban Area Elderly and Disabled Projects
- Attachments:** [CPO 2019-21 \(ADA Sidewalks and Bus Stops Plymouth Ave\)](#)
 [SRO 2019-7 \(FY17 and FY18 Section 5310 Grant Sub Recipient Projects\)](#)
 [Transit Grant - NC-2018-069-00](#)
- 6.06** [18-524](#) Adoption of Capital Project Ordinance Amendment 2019-22 (2016 Transit Capital Grant NC-2016-021) for a Federal Transit Administration Grant Award for the Purchase of 2 Buses
- Attachments:** [CPOA 2019-22 \(Replacement Buses\)](#)
 [NC-2016-021-01 Grant Amendment.pdf](#)
- 6.07** [18-549](#) Fleet Maintenance Vendor Contract Award and Adoption of Budget Ordinance Amendment 2019-8 to Re-establish the City's Fleet Maintenance Internal Service Fund and Appropriate Funds for Projected Fiscal Year 2019 Expenditures
- Attachments:** [Fleet Best & Final Analysis Complete](#)
 [BOA 2019-8 \(City Fleet Maintenance Internal Service Fund\)](#)
- 6.08** [18-530](#) Uninhabitable Structures Demolition Recommendations
 1926 Center Street District 2
 854 E. Orange Street District 2
- Attachments:** [Center Street, 1926 - Photos](#)
 [Center Street, 1926 - Aerial Map](#)
 [Center Street, 1926 - Ordinance](#)
 [E Orange Street, 854 - Photos](#)
 [E Orange Street, 854 - Aerial Map](#)
 [E Orange Street, 854 - Ordinance](#)
- 6.09** [18-539](#) Adopt Budget Ordinance Amendment 2019-6 and Capital Project Ordinance 2019-20 to Appropriate Funding for Initial Phases of the Part II Terminal Improvement Project
- Attachments:** [BOA 2019-6 \(Airport Fund\)](#)
 [CPO 2019-20 \(Terminal Renovations - Part II\)](#)
- 6.010** [18-547](#) Adoption of Budget Ordinance Amendment 2019-7 to Appropriate Additional Funding for Hurricane Florence Recovery Expenditures
- Attachments:** [BOA 2019-7 \(Hurricane Florence Recovery\)](#)

6.011 [18-548](#) Parks and Recreation Bond Financial Plan Approval

Attachments:

[Parks and Rec Bond Project Funding Package 11 26 18](#)

[Parks and Recreation Bonds Debt Service Funding Model - Option A](#)

7.0 OTHER ITEMS OF BUSINESS

- 7.01** [18-554](#) Presentation of Appointment Committee Recommendations for Boards and Commissions Appointments
- Attachments:** [Recommendations for 5 Appointments to 3 City of Fayetteville Boards and Com](#)

8.0 ADMINISTRATIVE REPORTS

- 8.01** [18-529](#) Monthly Statement of Taxes for October 2018
- Attachments:** [Monthly Statement of Taxes - October 2018.pdf](#)
- 8.02** [18-550](#) Fort Bragg Army Community Partnership Program - Intergovernmental Service Agreements (IGSA's)
- Attachments:** [Fort Bragg ACP Signed Letter of Invitation](#)

9.0 ADJOURNMENT

POLICY REGARDING PUBLIC HEARING AGENDA ITEMS

Individuals wishing to speak at a public hearing must register in advance with the City Clerk. The Clerk's Office is located on the third floor, City Hall, 433 Hay Street, and is open during normal business hours. Citizens may also register to speak immediately before the public hearing by signing in with the City Clerk in the Council Chamber between 6:30 p.m. and 7:00 p.m.

POLICY REGARDING NON-PUBLIC HEARING AGENDA ITEMS

Anyone desiring to address the Council on an item that is not a public hearing must present a written request to the City Manager by 10:00 a.m. on the Wednesday preceding the Monday meeting date.

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 **Monday, November 26, 2018 @ 7 p.m.** **Spectrum Cable Channel 7**

Notice Under the Americans with Disabilities Act (ADA):

The City of Fayetteville will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Any person who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in any City program, service, or activity, should contact the office of Human Relations at ynazar@ci.fay.nc.us, 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: 18-551

Agenda Date: 11/26/2018

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 6.01

TO: Mayor and Members of City Council

THRU: Barbara Hill, Interim Assistant City Manager

FROM: Pamela J. Megill, MMC, City Clerk

DATE: November 26, 2018

RE:

Approval of Meeting Minutes:

October 22, 2018 - Discussion of Agenda Items

October 22, 2018 - Regular

October 30, 2018 - Special

November 5, 2018 - Work Session

COUNCIL DISTRICT(S):

ALL

Relationship To Strategic Plan:

Develop and maintain strong community connections.

Executive Summary:

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

Background:

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

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

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

Recommended Action:

Approve the draft minutes.

Attachments:

Draft minutes

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FAYETTEVILLE CITY COUNCIL
DISCUSSION OF AGENDA ITEMS MEETING MINUTES
ST. AVOLD ROOM
OCTOBER 22, 2018
6:00 P.M.

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Daniel Culliton (District 2); Tisha S. Waddell (District 3); Johnny Dawkins (District 5); William J. L. Crisp (District 6); Larry O. Wright, Sr. (District 7); Theodore W. Mohn (District 8); James W. Arp, Jr. (District 9)

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

Others Present: Douglas Hewett, City Manager
Karen McDonald, City Attorney
Kristoff Bauer, Deputy City Manager
Barbara Hill, Interim Assistant City Manager
Gerald Newton, Development Services Director
Jay Toland, Interim Chief Financial Officer
Sheila Thomas-Ambat, Interim Public Services Director
Brandon Christian, Police Attorney
Tracey Broyles, Budget and Evaluation Director
Pamela Megill, City Clerk
Members of the Press

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

CLOSED SESSION

MOTION: Council Member Crisp moved to go into closed session for an attorney-client privileged matter regarding real estate and a personnel matter.

SECOND: Council Member Arp

VOTE: UNANIMOUS (9-0)

The regular session recessed at 6:04 p.m. The regular session reconvened at 6:54 p.m.

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

SECOND: Council Member Wright

VOTE: UNANIMOUS (9-0)

Council Member Crisp stated he intends to pull Item 6.04, Adoption of Special Revenue Fund Project Ordinance 2019-4 to appropriate the 2018 Healthy Out-of-School Time Program Grant, in order to allow for an explanation of the item and a separate vote.

There being no further business, the meeting adjourned at 6:55 p.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk

MITCH COLVIN
Mayor

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**FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
COUNCIL CHAMBER
OCTOBER 22, 2018
7:00 P.M.**

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Daniel Culliton (District 2); Tisha S. Waddell (District 3); D. J. Haire (District 4) (departed at 8:18 p.m.); Johnny Dawkins (District 5); William J. L. Crisp (District 6); Larry O. Wright, Sr. (District 7); Theodore Mohn (District 8); James W. Arp, Jr. (District 9)

Others Present: Douglas Hewett, City Manager
Brandon Christian, Police Attorney
Kristoff Bauer, Deputy City Manager
Telly Whitfield, Assistant City Manager
Barbara Hill, Interim Assistant City Manager
Gerald Newton, Development Services Director
Sheila Thomas-Ambat, Interim Public Services Director
Kevin Arata, Corporate Communications Director
Taurus Freeman, Planning and Zoning Manager
Craig Harmon, Senior Planner
Tracey Broyles, Budget and Evaluation Director
Mark Brown, PWC Customer Relations Director
Pamela Megill, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order.

2.0 INVOCATION

The invocation was offered by Pastor Archie Smith, Spread the Word Ministry.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 ANNOUNCEMENTS AND RECOGNITION

Council Member Jensen introduced Ms. Harmony Granderson, Fayetteville-Cumberland Youth Council (FCYC) representative, and Community Service Chair. Ms. Granderson stated FCYC travelled to the City of Rocky Mount for the state-wide Youth Council Learning day conference and worked on two community projects.

Council Member Jensen introduced Ms. Gladys Hill, Mobile Recruitment Coordinator, "Light the City Pink". Ms. Hill stated she began the fundraiser last year as a way to give back to the community.

Mayor Colvin presented a Certificate of Excellence to the "Words of Essence" Gospel Showcase performers and announced they had won first place at the 13th Annual Gospel Showcase in Durham last week.

5.0 APPROVAL OF AGENDA

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

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6.0 CONSENT AGENDA

MOTION: Council Member Crisp moved to approve the consent agenda with the exception of Item 6.04; pulled for an explanation and separate vote.
SECOND: Council Member Culliton
VOTE: UNANIMOUS (10-0)

6.01 Approval of Meeting Minutes:

October 1, 2018 - Work Session
October 8, 2018 - Discussion of Agenda Items
October 8, 2018 - Regular
October 10, 2018 - Special

6.02 P18-29F. Rezoning of property from Single-Family Residential (SF-10) to Limited Commercial (LC) Zoning, located at 2238 Hope Mills Road (Tax Map # 0416-00-4376) near the intersection of Hope Mills Road and Queensdale Drive, containing 0.25 acres and being the property of BRYANT, KRISTOPHER KURT & WIFE.

6.03 P18-32F. Initial zoning of property from mixed conditional zoning Mix-Use Development/Conditional Zoning (MXD/CZ) County) to MU/CZ (Mixed-Use/Conditional Zoning), located at Elliot Bridge Road and US 401, containing approximately 253 +/- acres and being the property of BROADWELL LAND COMPANY.

6.04 Pulled for a separate vote.

6.05 Adoption of Special Revenue Fund Project Ordinance 2019-3 to Appropriate Grant Awarded for Adaptive Sports Programs for Disabled Veterans and Disabled Members of the Armed Forces

The City has received notification of a \$15,000.00 grant award from the U.S. Department of Veterans Affairs through its Adaptive Sports Programs for Disabled Veterans and Disabled Members of the Armed Forces grant program. Funding from this grant will be used to purchase equipment for the wheelchair basketball program and other Paralympic sport programs offered through Fayetteville-Cumberland Parks & Recreation. Staff is seeking authorization to accept the grant award and Council adoption of Special Revenue Fund Project Ordinance 2019-3 to appropriate the funding.

6.06 Capital Project Ordinance 2019-18 (Fayetteville Police Department's NIBRS Transition Process Grant Award)

Capital Project Ordinance 2019-18 will appropriate \$73,900.00 of federal funding, awarded by the US Department of Justice, for the Fayetteville Police Department's National Incident Based Reporting System (NIBRS) Transition Process.

6.07 Budget Ordinance Amendment 2019-4 to Update the Fee Schedule to Adjust Fees for Purchase of Transit Passes by Cumberland County Court Programs and the Fayetteville Police Department Homeless Prevention Program

Adopt Budget Ordinance Amendment 2019-4 to authorize an update of the fee schedule, which is set with the annual operating budget ordinance. The update would increase the purchase cost for One-Day Passes by Cumberland County Court Programs and the Fayetteville Police Department Homeless Prevention Program from \$0.25 per one-day pass to \$0.40 per one-day pass. This increase is needed to fund increased costs of producing the passes.

6.08 Adoption of Special Revenue Fund Project Ordinance Amendments 2019-1 and 2019-2 for the funding of the CDBG and HOME FY 2018-2019 programs per the Economic and Community Development's Annual Action Plan and Notice of Grant

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The U.S. Department of Housing and Urban Development has approved the Economic and Community Development Department's 2018-2019 Annual Action Plan, as adopted by City Council on April 23, 2018. Funding was approved on August 29, 2018, and will support activities identified in the approved Annual Action Plan. Special Revenue Fund Project Ordinance Amendments 2019-1 and 2019-2 will appropriate the full amount of funding per the notice of grant award received by HUD.

6.04 Adoption of Special Revenue Fund Project Ordinance 2019-4 to Appropriate the 2018 Healthy Out-of-School Time Program Grant

This item was pulled for an explanation and a separate vote.

Council Member Crisp stated the National Recreation and Parks Association, in partnership with the Walmart Foundation, created the Healthy Out-of-School Time Grant Program to increase the number of healthy meals served to children during out-of-school times under three separate United States Department of Agriculture (USDA) meal programs. In addition, the program provides evidence-based nutrition education to children and families, and implements healthy eating and physical activity standards. Fayetteville-Cumberland Parks & Recreation (FCPR) opened 15 facilities as host sites for the program from June 11 through July 27, 2018. A total of 21,331 meals were served at FCPR facilities, averaging over 600 meals for each day of the program. Funding from the grant award will be utilized for the purchase of new tables and chairs for the recreation centers designated as host sites for the program.

MOTION: Council Member Crisp moved to adopt Special Revenue Project Ordinance 2019-4 as presented.

SECOND: Council Member Culliton

VOTE: UNANIMOUS (10-0)

7.0 REPORTS FROM BOARDS AND COMMISSIONS

7.01 Public Arts Commission Annual Report FY 17-18

Ms. Cathy Gregg, Public Arts Commission Chair, presented this item with the aid of a PowerPoint presentation and stated the Public Arts Commission meets to consider acceptance and placement of public art by making recommendations to the City Manager and City Council. Below are their activities during fiscal year 2017-2018. The Public Arts Commission is a six-member citizen board--three members are appointed by City Council and three members are appointed by the Arts Council. The Commission meets as needed. The Public Arts Commission met three times during FY 17-18 as follows:

- August 15, 2017 - Review and Recommend Approval of Phase II Work in Progress Exhibition (temporary sculptures located in the downtown area and an Introduction to the new) - Cool Springs Art and Entertainment District
- October 26, 2017 - Revision to the Phase II Work in Progress Exhibition
- November 9, 2017 - Review of the Fayetteville Public Arts Master Plan by the Arts Council Committee

MOTION: Council Member Crisp moved to accept the Public Arts Commission Annual Report.

SECOND: Council Member Dawkins

VOTE: UNANIMOUS (10-0)

8.0 PUBLIC HEARINGS

8.01 Review of the proposed Development Agreement between the City and Broadwell Land Company for the proposed 254-acre development

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located on the southwest quadrant of Elliot Bridge Road, Elliot Farm Road, and Ramsey Street.

Mr. Gerald Newton, Development Services Director, presented this item with the aid of a PowerPoint presentation and stated the Broadwell Land Company has petitioned for annexation of 254 acres, located approximately 3 miles north of the current City limits. The projected time frame for development spans 20 years. To protect the City and the developer's interest, the developer is asking to enter into a Development Agreement with the City as well as a separate agreement with the Fayetteville Public Works Commission (PWC) in conjunction with the annexation. The property is located within the City's Municipal Influence Area (MIA) and is the northern most property in the area. The property and the MIA boundaries are one in the same. The MIA is an area around the City limits that has been identified as land that when developed should be considered for annexation. The area north of this property, across from Elliot Bridge Road is located within Spring Lake's MIA. State Statutes and the Unified Development Ordinance (UDO) allows for development agreements. Article 30-2.C.20 establishes standards and procedures for long-term, large-scale developments to enter into a development agreement with the City. The code indicates that the Planning Commission shall review and make a recommendation to City Council; afterwards, City Council shall conduct a public hearing prior to taking action on the agreement. The Planning Commission discussed the item at their regular meeting on September 25, 2018, and voted to recommend approval of the Development Agreement as presented by a vote of 4 to 3. The Development Agreement is for 254 acres of vacant property located on the western side of Ramsey Street and south of Elliot Bridge and Elliot Farm Roads. The owner, Broadwell Land Company, proposes a 254-acre mixed-use development that consist of approximately 133 acres for 350 single-family residential units; 37 acres for 350 multi-family residential units; 24 acres for commercial development and approximately 58 acres for green space/open space area. In September 2015, a development plan and rezoning to MU/CZ (Mixed Use/Conditional Zoning) were approved by the Cumberland County Planning Department and the Cumberland County Board of Commissioners. At that time, the developer planned to obtain water and sewer services from Harnett County. After multiple meetings between the City, PWC management and the developer, the proposed development agreement was created by the developer. Broadwell Land Company agreed to petition for annexation into the City and develop in accordance with the plan and the conditions already established by Cumberland County as well as City standards to include the UDO and stormwater regulations. A Letter of Intent was issued by PWC on September 28, 2018. If the Development Agreement and the annexation is approved, the property will be initially zoned. Staff is recommending to zone the property to the same zoning that was approved by Cumberland County in 2015, MU/CZ (Mixed-Use/Conditional Zoning) and to accept the conditions that were approved by Cumberland County. These conditions would be in addition to all applicable City regulations. The mixed-use plan has been preliminary reviewed by the City's Technical Review Committee (TRC) to ensure compliance. The developer will be required to formally submit plans to the City for review and approval prior to the issuance of City building permits.

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

Mr. Johnathan Charleston, 201 Hay Street, Fayetteville, NC, appeared in favor and stated he is the attorney representing Broadwell Land Company.

Mr. Jimmy Jones, 106 Bienville Drive, Fayetteville, NC, appeared in opposition.

Mr. Dennis DeLong, 7571 Ramsey Street, Fayetteville, NC, appeared in opposition.

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Mr. Paul Bracewell, 7028 Lure Court, Fayetteville, NC, appeared in opposition.

Mr. Waverly Sledge, 160 Bienville, Fayetteville, NC, appeared in opposition.

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

Discussion ensued.

MOTION: Council Member Jensen moved to approve the development agreement between the City and Broadwell Land Company for the proposed 254-acre development located on the southwest quadrant of Elliot Bridge Road, Elliot Farm Road, and Ramsey Street and to authorize the City Manager to execute the development agreement.

SECOND: Council Member Arp

VOTE: UNANIMOUS (10-0)

8.02 Consideration of a Petition of Annexation from Broadwell Land Company

Mr. Gerald Newton, Development Services Director, presented this item and stated the Broadwell Land Company has petitioned for annexation of 254 acres, located approximately three miles north of the current City limits. The projected time frame for development spans 20 years. The property is located within the City's Municipal Influence Area (MIA) and is the northern most property in the area. The property and the MIA boundaries are one in the same. The MIA is an area around the City limits that has been identified as land that when developed should be considered for annexation. The area north of this property, across from Elliot Bridge Road is located within Spring Lake's MIA.

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

Mr. Johnathan Charleston, 201 Hay Street, Fayetteville, NC, appeared in favor and stated he is the attorney representing Broadwell Land Company.

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

Discussion ensued.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, THE BROADWELL LAND COMPANY PROPERTY SOUTHWEST QUADRANT OF ELLIOT BRIDGE ROAD AND RAMSEY STREET. ANNEXATION ORDINANCE NO. 2018-10-568

MOTION: Council Member Jensen moved to adopt the proposed ordinance annexing the area effective October 22, 2018, and establish the initial zoning consistent with the prior action on the zoning case, and enter into the development agreement consistent with the prior action on the development agreement.

SECOND: Council Member Wright

VOTE: UNANIMOUS (10-0)

8.03 P18-30F. The issuing of a Special Use Permit to allow a Communications Tower to be located in a Community Commercial (CC) Zoning District at 1876 Bureau Drive (Tax Map # 0455-17-6410) near the intersection of Bureau Drive and Cedar Creek Road, and is the property of BEASLEY MEDIA GROUP.

Mr. Craig Harmon, Senior Planner, presented this item with the aid of a PowerPoint presentation and stated the Beasley Media Group

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looks to install a 195-foot communications tower at 1876 Bureau Drive, just south of Ruby Tuesday and Cedar Creek Road and across the street from the Holiday Inn. The applicant proposes a free-standing, triangular shaped lattice tower with three support legs and steel framing. The proposed tower location is within a commercial zoning district. The City's standards call for a setback of half of the tower height from each of the adjoining property lines. The applicant in this case, however, has asked for a reduction in the setback requirements through the Special Use Permit process. A tower that is 195 feet tall would require a setback of 97.5 feet. The applicant is asking for a reduction in this number for the property lines to the west (15 +/- foot reduction) and south (49 +/- foot reduction). Both of these property lines are adjacent to areas where an active farm currently is located. A SUP shall be approved only upon a finding that all of the following standards are met:

- (1) The special use will comply with all applicable standards in Section 30-4.C, Use-Specific Standards;
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations.

This SUP must comply with any and all City, State, and Federal laws and regulations to remain in business.

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

Mr. Mike Cooney, 5340 Hawthorn Woods Way, Naples, FL, appeared in favor and stated he is the engineer for the project.

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

Discussion ensued.

MOTION: Council Member Culliton moved to approve the Special Use Permit (SUP) to allow a communications tower in a CC Community Commercial district, as presented by staff, based on the standards of the City's development code and the evidence presented during this hearing. And that the application is consistent with applicable plans because (1) the development is located in a Heavy Commercial District, (2) this use complies with the eight findings listed above, and (3) the proposed permit is in the public interest because the proposed SUP does fit with the

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character of the area. This Special Use Permit shall become effective ten days after its approval by the City Council, which is November 1, 2018. The SUP shall expire one year from its effective date if a building permit is not issued within that time.

SECOND: Council Member Dawkins

VOTE: UNANIMOUS (10-0)

8.04 Stormwater Ordinance Variance Request - Wiseman Crematorium 653, 655, and 657 Hillsboro Street (Hillsboro and Edwards Street)

Ms. Giselle Rodriguez, City Engineer, presented this item with the aid of a PowerPoint presentation and stated Wiseman Mortuary, Inc., is proposing to develop a commercial property located at 653, 655, and 657 Hillsboro Street. The City's Stormwater Ordinance requires that any redevelopment or addition to existing development that includes more than 5,000 square feet of new impervious area is not exempt from the requirement of providing stormwater management measures. The site currently contains a gravel patch, which classifies the site as existing development. Therefore, any increase over 5,000 square feet of impervious area would require installation of stormwater control measures. A variance petition has been submitted by the owner requesting that the site be considered new development, a classification which would allow the addition of up to 20,000 square feet of impervious area without providing stormwater control measures. The site consists of a 0.16-acre parcel, 0.15-acre parcel, and 0.15-acre parcel for a total of 0.46 acres. The site previously contained a house that was removed prior to the implementation of the City's Stormwater Ordinance. The property is proposed to be redeveloped into Wiseman Crematorium, with the total impervious area on the developed site being less than 20,000 square feet. In 2009, City Council adopted Article III of the Stormwater Management Ordinance (Chapter 23). It includes provisions to properly manage the quantity and quality of stormwater runoff to minimize damage to public and private property and reduce the effects of development on land and streams. One of the provisions requires that stormwater control measures be incorporated as part of the design for any redevelopment or addition to existing development that adds over 5,000 square feet of impervious area. The proposed Wiseman Crematorium site currently has approximately 5 percent gravel coverage that was left from the demolition of a house removed prior to the implementation of the City's Stormwater Ordinance. In accordance with the variance petition received, the owner is requesting that the gravel patch not be considered previous development, that the site be considered new development, and that an addition of up to 20,000 square feet of impervious area be allowed without the requirement of incorporating stormwater control measures. The site is currently credited with a very small amount of impervious area due to existing gravel left from the demolition of a house removed prior to the implementation of the Stormwater Ordinance. Due to the existing impervious area, the ordinance categorizes this as redevelopment or addition to existing development and requires stormwater control measures for 5,000 square feet of new impervious area. Several stormwater control measures have been considered to meet the requirements. The soil report states that the seasonal high water table (SHWT) is shallow and, therefore, an underground detention structure could not meet the required separation between the SHWT and the underground structure. Above ground stormwater control measures along with setbacks and additional UDO requirements reduces the available area for the actual building and parking to a point that is not feasible. The existing site sits across the street from the applicant's current business and is bounded on both sides by an existing church building which negates the ability to purchase additional land to accommodate the stormwater requirements for existing development. The site currently exists as a vacant lot with mostly grass coverage. The developer proposes the site be considered new development.

After multiple meetings, site visits, records research and thorough review of the proposed variance, staff recommends the

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approval of the variance which will facilitate the economic development of this property. Detailed design plans have not yet been submitted for review. City staff will ensure to review the plans in accordance with the City's requirements and enforce Council's decision on this request. If Council approves the variance, it will allow the developer to continue with their development.

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

Mr. Tyrus Clayton, 225 Greene Street, Fayetteville, NC, appeared in favor and stated he is the engineer for the project.

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

Discussion ensued.

MOTION: Council Member Culliton moved to approve the Stormwater Ordinance Variance Request; allowing the site to be considered new development.

SECOND: Council Member Haire

VOTE: UNANIMOUS (10-0)

9.0 ADMINISTRATIVE REPORTS

9.01 Monthly Statement of Taxes for September 2018

| | |
|--------------------------------|--------------|
| 2018 Taxes | 2,313,300.23 |
| 2018 Vehicle, | 3,390.69 |
| 2018 Taxes Revit | 10,200.01 |
| 2018 Vehicle Revit | 15.57 |
| 2018 FVT | 235.00 |
| 2018 FTT | 235.00 |
| 2018 Storm Water | 466,707.15 |
| 2018 Fay Solid Waste Fee | 486,806.82 |
| 2018 Annex | 0.00 |
| 2017 Taxes | 24,219.31 |
| 2017 Vehicle | 281.39 |
| 2017 Taxes Revit | 0.00 |
| 2017 Vehicle Revit | 0.00 |
| 2017 FVT | 35.00 |
| 2017 FTT | 35.00 |
| 2017 Storm Water | 2,297.20 |
| 2017 Fay Solid Waste Fee | 4,410.43 |
| 2017 Annex | 0.00 |
| 2016 Taxes | 8,553.32 |
| 2016 Vehicle | 2.30 |
| 2016 Taxes Revit | 0.00 |
| 2016 Vehicle Revit | 0.00 |
| 2016 FVT | 0.00 |
| 2016 FTT | 0.00 |
| 2016 Storm Water | 1,228.87 |
| 2016 Fay S Waste Fee | 0.00 |
| 2016 Annex | 0.00 |
| 2015 Taxes | 1,213.34 |
| 2015 Vehicle | 0.00 |
| 2015 Taxes Revit | 0.00 |
| 2015 Vehicle Revit | 0.00 |
| 2015 FVT | 0.00 |
| 2015 FTT | 0.00 |
| 2015 Storm Water | 90.00 |
| 2015 Fay Storm Water | 180.00 |
| 2015 Fay S Waste Fee | 176.00 |
| 2015 Annex | 0.00 |

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| | |
|--------------------------------------|----------------|
| 2014 and Prior Taxes | 956.86 |
| 2014 and Prior Vehicle | 924.58 |
| 2014 and Prior Taxes Revit | 0.00 |
| 2014 and Prior Vehicle Revit | 0.00 |
| 2014 and Prior FVT | 171.83 |
| 2014 and Prior FTT | 161.37 |
| 2014 and Prior Storm Water | 211.04 |
| 2014 and Prior Fay Storm Water | 406.27 |
| 2014 and Prior Fay S Waste Fee | 168.77 |
| 2014 and Prior Annex | 0.00 |
| Interest | 4,406.80 |
| Revit Interest | 0.00 |
| Fay Storm Water Interest prior | 138.38 |
| Fay Storm Water Interest 2015 | 270.44 |
| Fay Storm Water Interest 2016 | 391.30 |
| Annex Interest | 0.00 |
| Solid Waste Interest | 585.92 |
| FTT Interest | 126.63 |
| Total Tax and Interest | \$3,333,293.40 |

9.02 NCDOT projects to install four-way stops at the intersections of Sapona Road at Plymouth Street and Clinton Road at Plymouth Street

The North Carolina Department of Transportation (NCDOT) is proposing to revise the traffic control at the intersections of Sapona Road at Plymouth Street and Clinton Road at Plymouth Street to four-way stop locations. Currently, Plymouth Street is the stop approaches at both these intersections and Sapona and Clinton Roads are not required to stop. This proposal results from an NCDOT investigation of the accident history at these locations. The recommendation to convert these intersections to four-way stops is intended to correct this accident history. Although both Sapona and Clinton Roads are NCDOT maintained streets, Plymouth Street is a City-maintained street at both these intersections. NCDOT is forwarding this information for any comments or questions Council may have regarding these proposed projects. NCDOT has coordinated with City Traffic Services staff to develop these recommendations and staff concurs the projects could improve the safety and operation of these intersections.

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

10.0 ADJOURNMENT

There being no further business, the meeting adjourned at 8:55 p.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk

MITCH COLVIN
Mayor

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**FAYETTEVILLE CITY COUNCIL
SPECIAL MEETING
LAFAYETTE CONFERENCE ROOM
OCTOBER 30, 2018
6:00 P.M.**

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Daniel Culliton (District 2); Tisha S. Waddell (District 3); D. J. Haire (District 4); Johnny Dawkins (District 5); William J. L. Crisp (District 6); Larry O. Wright, Sr. (District 7); Theodore W. Mohn (District 8); James W. Arp, Jr. (District 9) (via telephone)

Others Present: Douglas Hewett, City Manager
Karen McDonald, City Attorney
Kristoff Bauer, Deputy City Manager
Telly Whitfield, Assistant City Manager
Gina Hawkins, Police Chief
Jerry Newton, Development Services Director
Sheila Thomas-Ambat, Interim Public Services Director
Giselle Rodriguez, City Engineer
John Larch, Assistant City Engineer
Kevin Arata, Corporate Communications Director
Brandon Christian, Police Attorney
Alicia Young, Assistant City Attorney
Mark Brown, PWC Customer Relations Director
Pamela Megill, City Clerk
Members of the Press

1.0 CALL TO ORDER

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

2.0 INVOCATION

Council Member Waddell offered the invocation.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Mayor Colvin.

4.0 APPROVAL OF AGENDA

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

5.0 CLOSED SESSION

5.1 Consultation with City Attorney for an Attorney-Client Privileged Matter - Real Estate

MOTION: Council Member Haire moved to go into closed session for an attorney-client privileged matter regarding real estate.
SECOND: Council Member Wright
VOTE: UNANIMOUS (10-0)

The regular session recessed at 6:03 p.m. The regular session reconvened at 6:25 p.m.

MOTION: Council Member Dawkins moved to go into open session.
SECOND: Council Member Wright
VOTE: UNANIMOUS (10-0)

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6.0 OTHER ITEMS OF BUSINESS

6.01 Stormwater Ordinance and Impervious Surface Allowance for Development/re-development

Ms. Giselle Rodriguez, City Engineer, presented this item with the aid of a PowerPoint presentation and stated on October 27, 2008, City Council adopted Article III of Chapter 23 of the Code of Ordinances which focuses on stormwater controls associated with land development. The purpose of this ordinance is to protect, maintain, and enhance the public health, safety, and general welfare by establishing minimum requirements and procedures to control the adverse effects of the increase in stormwater quantity and the stormwater runoff quality associated with both future land development and consideration of existing developed land within the City of Fayetteville. Proper management of the quantity and quality of stormwater runoff intends to:

- Minimize damage to public and private property;
- Prevent personal damage and bodily harm;
- Ensure a functional drainage system;
- Reduce the effects of development on land and stream channel erosion;
- Promote the attainment and maintenance of water quality standards;
- Reduce local flooding by maintaining as nearly as possible the predeveloped runoff characteristics of the area; and
- Facilitate economic development while mitigating associated flooding and drainage impacts.

Additionally, the purpose of this article is to comply with the post construction stormwater requirements as per the City's National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit. Some elements of the ordinance are required to enforce state regulations while others could be changed by the Council based on the community's desire to adjust the balance between upstream and downstream property concerns. Some of the provisions that have been changed since the adoption of this article are:

- Reduction of the amount of performance guarantees from 150 percent to 75 percent of the stormwater control measure construction cost (February 13, 2012).
- Amount and timing change for performance guarantees on single-family residential subdivision projects (March 25, 2013).
 - o Reduced amount from 75 percent of construction cost to 100 percent of conversion cost [i.e., a large pond on a subdivision could cost \$150,000.00 and the conversion cost (from erosion control pond to permanent pond) could be approximately \$30,000.00].
 - o Delayed timing from permit issuance for construction to final plat. This allows the developer to build the infrastructure in the proposed right-of-way and provide the performance guarantee when ready for final plat.
- Increased impervious area threshold for re-development from 2,000 square feet to 5,000 square feet (June 10, 2013).

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- Reduced the stream buffer area for greenways from 50 feet to 30 feet from the top of bank of small streams and from 75 feet to 50 feet for larger streams and rivers (August 14, 2017).

An independent research study was conducted to compare the City's requirements on this article with peer communities. In general, the research revealed that the requirements of peer cities are more stringent than those of the City. State regulations primarily address water quality controls. These controls, which consist of requirements to build structures such as stormwater ponds, are designed to prevent water pollution. They catch sediment, heavy metals, trash, and a variety of other contaminants, preventing these pollutants from entering our creeks and streams. While these requirements may slow down the flow of rainwater runoff from a developed property, their primary purpose is pollution prevention. The City Ordinance enforces the state regulations, but also adds some requirements to control water quantity. These controls reduce downstream flooding from developed properties. They are designed to provide a balance between the ability of property owners to develop a piece of property and the right of downstream residents to live in existing homes without the threat of increased flooding. So as properties are developed, the City Ordinance helps to protect both the water quality (as required by the State) and prevent flooding of property downstream of developments. The City's stormwater ordinance is an attempt to balance the development rights of upstream property owners with the rights of those downstream to enjoy their property without creating or worsening flooding problems. The success of reaching this balance has been clearly witnessed in our community as development continues. Neighborhoods that used to experience flooding impact during rain events have experienced a reduction of incidents after the stormwater controls have been installed.

Discussion ensued.

MOTION: Council Member Haire moved to request the Mayor create a Stormwater Committee to include stakeholders.

The motion failed for lack of a second.

6.02 Review Policy on Performance Guarantees for Stormwater Control Measures on Developments

Ms. Alicia Young, Assistant City Attorney, presented this item with the aid of a PowerPoint presentation and stated Council requested to review and discuss the policy on performance guarantees for stormwater control measure (SCM) on developments. The provision for this requirement is covered under Section 23-41 of the Code of Ordinances. The requirement for performance guarantees for stormwater control measures was adopted on October 27, 2008. This requirement was relaxed on February 2012 and March 2013. A performance guarantee is required for stormwater control measures (often referred as ponds). The original requirement for a bond was in the amount of 150 percent of the construction cost and was later reduced to 75 percent (February 2012). Later on the development community expressed concerns regarding the duration of single-family residential (SFR) projects which could take up to five years to be developed and tied up bonds for that long. In SFR the "pond" is used as an erosion control measure (as required by NCDENR) and then converted to an SCM once the subdivision is built. On March 2013 Council reduced the bond requirements for single-family residential to 100 percent of the conversion cost at the time of final plat; which is usually significantly less than the construction cost. The bond requirements for BMP are currently as follows:

- Commercial Projects (includes multi-family): 75 percent of construction cost before a permit is issued.
- Single-family residential: 100 percent of conversion cost at the time of final plat. For example, an SCM construction cost

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for a large subdivision could be \$150,000.00 and the conversion cost from an erosion control measure to a permanent SCM could be \$30,000.00.

When the ordinance was amended, developers were given the option to get their bonds reduced per the new amendment. Multiple developers elected to do so and the bonds were reduced. In both cases (commercial and residential) the bond is released one year after the pond/system is constructed which allows proper monitoring during the entire rainfall cycle to determine the performance of the pond/system. The bond is released upon request once documents are recorded, performance is documented, and record drawings are completed. Bond types accepted are Letter of Credit, Surety Bond, and Cash Bond. The City allows substitution of one type of bond for another to try and be as flexible as possible for the developers. The City is currently holding bonds that could be released if the owners would get the documentation in place and perform corrective measures as identified by punch list during inspection. The overall response has been very low. The City is currently holding bonds that could be released if the owners would get the documentation in place and perform corrective measures as identified by punch list during inspection. The overall response has been very low.

Discussion ensued.

Consensus of Council was to direct staff to collect comparisons from our peer cities pertaining to functional maintenance.

Mayor Colvin recessed the meeting at 7:58 p.m., and reconvened the meeting at 8:06 p.m.

6.03 Watershed Study Program - Program Update and Strategies for Prioritized Completion

Ms. Sheila Thomas-Ambat, Interim Public Services Director, presented this item with the aid of a PowerPoint presentation and stated Council requested a special work session to discuss stormwater issues including identifying top three areas in the City to redirect watershed studies to these areas and get an assessment for repair of public infrastructure. In FY 2019 we instituted a stormwater fee increase for development of a City-wide stormwater master plan. It typically takes 18 to 24 months to complete one watershed study. Elements of a watershed study include:

- Select survey of culverts, bridges, and closed drainage systems.
- Select survey of major and minor streams.
- Public involvement - Meetings and surveys to gather information.
- Data research - Review of work order history and "hot spots".
- Development of a Hydrologic and Hydraulic model of the watershed.
- Determines how much water a storm will produce and where it will go.
- Evaluates performance of existing system and identifies areas or improvements.
- Development of a watershed plan.
- Prioritizes projects within the watershed.
- Provides cost estimates for the design and construction of those projects.

Discussion ensued.

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6.04 Implementation Plan for Enhancement of the Regulatory Review Process for Development

Ms. Giselle Rodriguez, City Engineer, presented this item with the aid of a PowerPoint presentation and stated an independent research study was conducted to compare the City's regulatory review process as it related to the Infrastructure Permit issued by the Engineering Division. The research revealed that the City has an opportunity to enhance the regulatory review process by enforcing several process adjustments and increasing the staffing level. Council is asked to allocate funding for three positions starting in April 2019. Last August, Raftelis presented to Council the results of their Stormwater Program Review with a particular focus on the requirements for new developments and re-development, and the review process for infrastructure permit issuance. The level of service provided by our reviewers is greater than the one provided by our peer communities. In addition to that, their staffing levels are higher than ours. In order to enhance the plan review process, additional positions are needed. The additional positions will allow for faster reviews, better documentation, and reduction on the inspection gap. Staff is requesting that as part of the implementation plan, three positions be funded starting in April 2019. Positions will be advertised in January 2019. These positions are one Engineering Technician, one Development Reviewer and one Engineering Inspector. An implementation plan that addresses the immediate actions needed to enhance the plan review process is included in the agenda packet. The City's process attempts to be customer friendly to the detriment of efficiency and timeliness. The result is a set of processes that slow the review and burden the already short-staffed department with unnecessary and redundant tasks. The fact that the City struggles to get plans reviewed in 30 days, while peer communities are generally completing reviews in about 10 days, is a testament both to the need for additional plans review staff as well as the difficulty introduced through flexible or unevenly enforced submittal requirements. Raftelis report indicates that they were struck by the limited growth in staffing levels amidst the enormous growth of the City these staff serve. The Stormwater Program only added one position in ten years, while City growth has been occurring at over 6.5 percent a year and the large annexations added a lot of poorly-functioning drainage infrastructure to the City. This is critically relevant to the plans review staff, who have an ever-increasing number of plan submittals to manage. While in the past it may have seemed like development would slow down any moment, this simply has not occurred, and there is no evidence that it is about to. The additional positions requested will require \$56,262.00 in FY 19 and \$223,016.00 from FY 20 and beyond.

Discussion ensued.

MOTION: Mayor Pro Tem Mohn moved to direct staff to move this item forward to a regular meeting for further discussion and official vote.
SECOND: Council Member Haire
VOTE: UNANIMOUS (10-0)

6.05 Converting Failed Dams to Stormwater Control Measures

Mr. Kristoff Bauer, Deputy City Manager, presented this item and stated Council Member Dawkins requested to discuss this topic. In the aftermath of Hurricane Matthew, staff provided Council with significant information and analysis regarding the operation and cost to repair private dams damaged thereby. The last presentation provided in June of this year discussed the option of converting breached dams into stormwater control measures. Council decided, however, not to fund the engineering study proposed to provide cost estimates and preliminary design information related to this option. If Council would like to consider this issue further, then it will be necessary to identify which structures should be included in any study and the primary objectives of such an effort. This activity is not funded in the current budget and would not be eligible for any

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federal, state, or grant funding. Staff can provide an estimate of any study cost once the scope is clarified by Council.

Discussion ensued.

Consensus of Council was to direct staff to explore the additional information supplied by Council Member Dawkins and move this item forward for further discussion.

6.06 Hardening of Creek Banks

Ms. Sheila Thomas-Ambat, Interim Public Services Director, presented this item with the aid of a PowerPoint presentation and stated Federal permits issued by the U.S. Army Corps of Engineers (USACE) may be required for any work that takes place in a jurisdictional stream, wetland or open water, whether the impact is permanent or temporary. Permits issued by USACE include Section 10 permits (Rivers and Harbors Act) and Section 404 permits (Clean Water Act). In addition (depending on the scope of the project) the applicant could be subject to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and, Federal Emergency Management Regulations. Council requested a special work session to discuss stormwater issues including information "regarding hardening of creek banks". Common activities that may require permits include any disturbance to the bottom or sides of a stream including streambank stabilization or dredging/digging, any disturbance to the soil or hydrology of a wetland, damming of a stream channel to create a pond or lake, and placement of any material in a stream or wetland. The USACE and the North Carolina Division of Water Resources require applicants to consider alternatives to impacting waters and wetlands during the design of their project to include "avoidance" and/or "minimization".

Discussion ensued.

Consensus of Council was to have Mayor Colvin initiate a Stormwater Focus Group; to include stake holders.

7.0 ADJOURNMENT

There being no further business, the meeting adjourned at 9:40 p.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk

MITCH COLVIN
Mayor

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**FAYETTEVILLE CITY COUNCIL
WORK SESSION MINUTES
LAFAYETTE CONFERENCE ROOM
NOVEMBER 5, 2018
5:00 P.M.**

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1) (arrived at 5:15 p.m.); Daniel Culliton (District 2) (arrived at 5:06 p.m.); Tisha W. Waddell (District 3) (arrived at 5:15 p.m.); D. J. Haire (District 4) (departed at 6:50 p.m.); Johnny Dawkins (District 5); William J. L. Crisp (District 6); Larry O. Wright, Sr. (District 7); Theodore Mohn (District 8); James W. Arp (District 9)

Others Present: Douglas Hewett, City Manager
Karen McDonald, City Attorney
Telly Whitfield, Assistant City Manager
Barbara Hill, Interim Assistant City Manager
Gina Hawkins, Police Chief
Jerry Newton, Development Services Director
Michael Martin, Assistant Development Services Director
Michael Gibson, Fayetteville-Cumberland Parks and Recreation Director
Kevin Arata, Corporate Communications Director
Cindy Blot, Community and Economic Development Director
Jay Toland, Interim Chief Financial Officer
Brandon Christian, Police Attorney
Tracey Broyles, Budget and Evaluation Director
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 Council Member Haire.

3.0 APPROVAL OF AGENDA

MOTION: Council Member Arp moved to approve the agenda.
SECOND: Council Member Haire
VOTE: UNANIMOUS (6-0)

4.0 OTHER ITEMS OF BUSINESS

4.01 Discussion of a Local Bill Amending the City Charter to Provide for Recall Elections

Ms. Karen McDonald, City Attorney, presented this item with the aid of a PowerPoint presentation and stated Council directed staff to draft a Resolution seeking to amend the Charter to allow for recall elections. The Resolution requests introduction of a local bill to amend the Charter to allow for recall elections. This item was last discussed at the June 25, 2018, regular meeting. During Council's discussion, several Council members requested specificity as to the basis for a recall election. Based on the discussion and provisions from other cities, the resolution was modified to clarify that the grounds for a recall election are "allegations of misfeasance, malfeasance, nonfeasance or a violation of the oath of office". At the conclusion of the discussion, staff was directed to move forward with a resolution seeking an amendment to the City Charter to allow

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for Recall Elections. The General Assembly is scheduled to convene on November 27, 2018.

Discussion ensued.

Consensus of Council was to direct staff to move this item forward to the November 13, 2018, regular City Council meeting agenda; to be placed on consent.

4.02 Parks and Recreation Bond Financial Plan Update

Mr. Kristoff Bauer, Deputy City Manager, presented this item with the aid of a PowerPoint presentation and stated the Parks Bond Council Subcommittee ("Committee") met on April 19, 2018, and took a number of actions that will require revisions to this financial plan. Further revisions have been made based on new opportunities and information. The Committee met again on October 24, 2018, to review the plan as updated. That plan is slightly out of balance and options to address that issue were discussed. The Committee directed staff to bring the financial plan to Council along with options to address any shortfall in the funding model. Staff is seeking Council direction regarding the composition and timing of the projects supported by park bond proceeds and consensus regarding actions to be taken to ensure that the plan is sound. The initial financial plan was developed based on January 4, 2016, Council action to identify the projects to be funded by the Parks Bond and allocate funding to each. The current plan includes adjustments to the timing of some projects based on the direction of the Committee. Additional adjustments were recommended by the Committee during a meeting on April 19, 2018, which are summarized in the memorandum. The Council confirmed a number of the Committee's recommendations during the May 7, 2018, work session, including increasing funding for the senior centers and adjusting the timing and location for the sports field complex. After that work session, the City received an offer from Fort Bragg to make property off of McArthur Road available to the City for the development of sports fields. Fort Bragg has proposed to provide this property through a no cost 50-year easement in subsequent conversations. Moving that project from the Military Business Park to this new location allowed funding that had been identified for property acquisition and broader site improvements to be reallocated. The Committee recommended the following during their September 26, 2018, meeting:

- Identify Cliffdale and E.E. Miller Splash Pads as Future Unfunded
- Split the funding for the "TBD" Splash Pad among two new projects:
 - Stadium Play Space (installing a permanent play structure and other improvements in this area of the stadium)
 - Plaza Fountain (a water feature in the public plaza between the stadium, Prince Charles, and the new parking garage and mixed use building)
- Split the Sports Field Complex project into two projects with soccer going to the Jordan Soccer Complex and Baseball going to the new McArthur road location
- Reduce funding for the Cape Fear River Park to balance total expenditures at \$35 million
- Adjust timing of projects

Staff has reviewed the financial plan based on Committee direction. The debt service funding model is slightly out of balance based upon projected revenue growth and assumptions for interest rates

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on the bond issuances. As illustrated in the attached "Parks and Rec Bonds Debt Service Funding Model", there is a shortfall of dedicated funds projected in fiscal year 2030, which continues until fiscal year 2035. This was discussed with the Committee during their October 24, 2018, meeting and they directed staff to bring the funding plan to Council with options to address the funding shortfall. Revenues from 1.42 cents of the City's 49.95 cent tax rate are dedicated to support the Parks and Recreation bond projects and debt service. Staff has developed three options for Council consideration to address the projected shortfall in dedicated resources:

Option A - Should the Council wish to restrict resources solely to the dedicated tax rate, the bond debt service could be funded within those resources if the River Park and the Tennis Center projects are each deferred by one year.

- Pro - No additional resources needed
- Con - Projects deferred by one year; may defer projects needlessly should financial trends be more favorable than projected

Option B - The funding shortfall could be addressed by loaning funds from the General Capital Funding Plan during fiscal years 2030 to 2033 (total \$565,000.00), to be repaid in fiscal years 2034, 2035 and 2036.

- Pros - Project timing maintained; temporary use of resources outside of dedicated tax; more easily adjusted based upon actual financial trends
- Con - Potential to impact timing for other capital projects in the future

Option C - The funding shortfall could be addressed by a transfer of \$565,000.00 from available General Fund fund balance.

- Pro - Project timing maintained
- Con - \$565,000.00 not available for other projects or priorities; ties up funding for 10 years before needed

Discussion ensued.

Consensus of Council was to direct staff to move this item forward to the next regular City Council meeting agenda; and selecting Option A.

4.03 Proposed Ordinance Amendment for Nuisance Properties and Proposed Ordinance for Amortization of Legal Non-Conforming Extended Stay Hotels and Motels

Nuisance Properties

Mr. Gerald Newton, Development Services Director, introduced this item and stated Development Services staff will facilitate the presentation of two proposed ordinance amendments to include Section 14, Article VII, Nuisance Properties, and Section 30-4.C.1, Hotel and Motel Extended Stay Amortization.

Mr. Michael Martin, Assistant Development Services Director, presented this item with the aid of a PowerPoint presentation and stated there are currently no provisions within the City's Code of Ordinances that address recurring violations identified by code enforcement staff pertaining to nuisance properties. The purpose of this article is to establish an accountability requirement for owners of whose property is found to be in repeated violation of the City's Code of Ordinances. The City desires a method to hold owners

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accountable for failing to use effective methods to reduce recurring code violations on their property.

Discussion ensued.

Ms. Karen McDonald, City Attorney, stated if a resident is a victim of illegal dumping on their property, it is their responsibility to file a police report in order for the offense not to be counted.

Consensus of Council was to direct staff to include staggered fines and move this item forward.

Mayor Colvin recessed the meeting at 6:50 p.m. and reconvened the meeting at 6:59 p.m.

Hotel and Motel Extended Stay Amortization

Mr. Michael Martin, Assistant Development Services Director, stated on June 27, 2016, the City Council adopted Ordinance No. S2016-007 which defines the requirements for extended stay occupancy of more than 30 days in transient residential facilities such as hotels and motels. The requirements within S2016-007 include the minimum presence of a two-burner stove and a refrigerator measuring a minimum of 5 cubic feet. Hotels and motels that did not comply with these requirements at the time the ordinance was adopted were subsequently classified as legal nonconforming uses. Since the adoption of Ordinance No. S2016-007, staff has found that approximately eight hotels and motels are operating as an ordinance-defined extended stay without meeting code requirements and are also operating as a legal nonconforming use. The proposed ordinance would require all nonconforming extended stay occupancies to conform by January 2024.

Discussion ensued.

Consensus of Council was to direct staff to move this item forward. Council Member Jensen was not in agreement with the consensus.

4.04 Lake Rim Aquatic Center Preliminary Design

Mr. Michael Gibson, Parks, Recreation and Maintenance Director, presented this item and stated City Council approved funding of a new aquatic center to be constructed at Lake Rim Park. Preliminary design concepts for the project were created by Gordon Johnson Architecture. Two design concepts were provided for your review. The design concepts were created to ensure the design meets programming needs as well as budget constraints.

Schematic Design A:

- 7,000 square feet of pool space
- Pool slide
- Pool play structure
- Splash features
- Bath/Concession/Filter buildings

Schematic Design B:

- 8,500 square feet of pool space
- Pool slide
- Pool play structure
- Bath/Concession/Filter buildings

Discussion ensued.

Consensus of Council was to direct staff to move this item forward with Option B Schematic Design.

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4.05 Local Small Disadvantaged Business Enterprise (LSDBE) Program Update

Ms. Kim Toon, Purchasing Manager, presented this item with the aid of a PowerPoint presentation and stated the City Council directed that an LSDBE policy and subsequent program based on that policy be developed to enhance economic opportunities for local, minority, disadvantaged and small business owners. The LSDBE policy and program have now been established and the LSDBE program is managed by the Purchasing Division of the City's Finance Department. Finance/Purchasing has worked diligently to build a solid foundation for implementing the initial year of the LSDBE program. The Purchasing Division of the City Finance Department has dedicated itself to establishing a strong foundation for the Local Small Disadvantaged Business Enterprise program. Since last presenting to City Council in May 2018, the following activities have encouraged LSDBE vendors to register and participate in the City's business:

- Purchasing in conjunction with our current Construction Manager at Risk firms have held one public meeting each informing and educating our SLBE vendor community about upcoming contract opportunities.
- Economic and Community Development in conjunction with both the City and PWC purchasing groups held two vendor relations forums to demonstrate how to locate and complete bidding documents.
- All solicitations both formal and informal are posted on the City website.
- Purchasing works closely with City departments to increase their awareness of SLBE businesses and their abilities to serve the City's needs.
- Purchasing staff provide one-on-one consultation with SLBE firms to educate and familiarize them with City procurement processes.

These initial efforts toward implementing the LSDBE program have resulted in statistically significant increases in various areas. For example:

- The City has had 36 new companies register to be City vendors since July 1, 2018. Of those 36 new City vendors, 78 percent are located in Cumberland and Hoke Counties.
- The FY 19 First Quarter purchase order expenses total \$19,735,123.00 with 28 percent (\$5,525,834.00) being spent in Cumberland and Hoke Counties.
- The FY 19 First Quarter procurement card expenses total \$344,506.00 with 25 percent (\$86,126.00) being spent in the Cumberland and Hoke Counties.
- The FY 19 First Quarter for contracts is \$5,682,984.00 and 73 percent is identified as assigned to local prime contractors. Of the \$5,682,984.00 total contract dollars, 27 percent (\$1,534,405.00) is allocated to subcontractors.

To continue the upward trending resulting from the initial efforts of the LSDBE program, Purchasing would like to initiate the following activities:

- Analyze total City expenditures for future possible direct LSDBE contracting opportunities.

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- Purchasing would like further community outreach by providing more hands-on assistance with connecting qualified local subcontractors with prime general contractors.
- Assist in developing quick pay agreements and policies to enable SLBE's to meet cash flow demands.
- Develop and implement a local vendor mentor and/or partnership program where LSDBEs can get more information and education directly from general contractors, consultants, etc.

The City Small Local Business Enterprise Program (SLBE) program is aimed at increasing local participation in the City's procurement practices to include businesses and entrepreneurs classified as small, historically-disadvantaged or underutilized, minority, veteran and/or women-owned. Encouraging these groups to participate in the City's business is an important step in achieving a strong, diverse, and viable local economy. The LSDBE Coordinator will continue to track and encourage LSDBE participation in the City's business operations.

Discussion ensued.

Mayor Colvin and Council members thanked Ms. Kim Toon for her hard work and presentation of this great news.

4.06 City Council Agenda Item - Review of Council Policy 115.15 - Protocol and Code of Conduct - Mitch Colvin, Mayor

Mayor Colvin presented this item and asked Council to review the policy and e-mail all recommendations of revising the policy to him over the next three weeks.

Consensus of Council was to agree to send revision recommendations to the Mayor, and to direct staff to move this item forward to the December 3, 2018, work session agenda.

5.0 ADJOURNMENT

There being no further business, the meeting adjourned at 8:18 p.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk

MITCH COLVIN
Mayor

City of Fayetteville

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

City Council Action Memo

File Number: 18-509

Agenda Date: 11/26/2018

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 6.02

TO: Mayor and Members of City Council

THRU: Kristoff Bauer, Deputy City Manager

FROM: Giselle Rodriguez, PE, City Engineer
Sheila Thomas-Ambat, PE, Interim Public Services Director

DATE: November 26, 2018

RE:

Bid Recommendation - Legend Ave Roadway Improvements Phase 2

COUNCIL DISTRICT(S):

District 9

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

The Council is asked to approve award of and authorize the execution of a contract for Legend Avenue Roadway Improvements Phase 2. The recommended lowest responsive, responsible bidder is Lanier Construction Company, Inc., Snow Hill, NC, in the total amount of \$657,020.60.

Background:

This project will consist of a new two lane roadway section approximately 1,000 feet in length that starts at the existing signalized intersection on Skibo Road at Walmart. The road will be constructed adjacent to the Barcelona Night Club property and will join the existing Legend Avenue near the IT'Z Entertainment property. This is the realignment phase of Legend Avenue to the signalized intersection.

The project was first advertised for bids to be opened on September 05, 2018; however, only two bids were received. North Carolina General Statutes require three (3) bids in

order to open the first advertisement for projects of this cost. The project, therefore, was re-advertised and bids were opened on September 27, 2018.

Bids received are as follows:

| | |
|---|--------------|
| Lanier Construction Company, Inc. Snow Hill, NC | \$657,020.60 |
| Highland Paving Company, LLC, Fayetteville, NC | \$681,556.80 |

Phase 1 that includes the widening at the intersection with Sycamore Dairy Rd is currently under construction and is expected to be completed in January, 2018.

Issues/Analysis:

Bids were received from two Contractors as outlined above. The lowest bidder Lanier Construction Company, Inc. is recommended.

Budget Impact:

Sufficient funds for this project have been included in the FY2019 Budget.

Options:

- Award the contract as recommended to the lowest, responsive, responsible bidder, Lanier Construction Company, in the amount of \$657,020.60.
- Do not award the contract and provide additional direction to staff.

Recommended Action:

Award the contract as recommended to the lowest, responsive, responsible bidder, Lanier Construction Company, in the amount of \$657,020.60.

Attachments:

BID TAB - Legend Ave Roadway Improvements Phase 2

| LEGEND AVENUE ROADWAY IMPROVEMENTS PHASE 2 - BID TAB | | | | | | | |
|--|--|------|----------|-----------------------------|--------------|-----------------------------|---------------|
| | | | | Lanier Construction Company | | Highland Paving Company LLC | |
| Item | Description | Unit | Quantity | Unit Price | Extension | Unit Price | Extension |
| 1 | Mobilization, Bonds, Insurance and Permits | LS | 1 | \$ 31,000.00 | \$ 31,000.00 | \$ 38,000.00 | \$ 38,000.00 |
| 2 | Erosion Control | LS | 1 | \$ 25,000.00 | \$ 25,000.00 | \$ 48,000.00 | \$ 48,000.00 |
| 3 | Traffic Control | LS | 1 | \$ 50,000.00 | \$ 50,000.00 | \$ 100,000.00 | \$ 100,000.00 |
| 4 | Clearing and Grubbing, (to include all trees, shrubs, brush, vegetation and stumps) | AC | 0.05 | \$400,000.00 | \$ 20,000.00 | \$ 200,000.00 | \$ 10,000.00 |
| 5 | Strip, Stockpile and Re-Spread Topsoil | CY | 800 | \$ 45.00 | \$ 36,000.00 | \$ 20.00 | \$ 16,000.00 |
| 6 | Seeding and Mulching | AC | 0.99 | \$ 5,800.00 | \$ 5,742.00 | \$ 5,000.00 | \$ 4,950.00 |
| 7 | Sod, (Centipede) | SY | 3 | \$ 60.00 | \$ 168.00 | \$ 200.00 | \$ 560.00 |
| 8 | Remove Deleterious Material from Existing ABC Roadway and Existing Drainage Inlets/Pipes | LS | 1 | \$ 15,000.00 | \$ 15,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| 9 | Remove Existing Aggregate Base Course and Dispose Off-Site | SY | 1,484 | \$ 12.00 | \$ 17,808.00 | \$ 10.00 | \$ 14,840.00 |
| 10 | Remove & Dispose of Existing Reinforced Concrete Pipe, (15") | LF | 68 | \$ 20.00 | \$ 1,360.00 | \$ 25.00 | \$ 1,700.00 |
| 11 | Remove & Dispose of Existing Reinforced Concrete Pipe, (18") | LF | 17 | \$ 25.00 | \$ 425.00 | \$ 25.00 | \$ 425.00 |
| 12 | Remove & Dispose of Existing Reinforced Concrete Pipe, (24") | LF | 43 | \$ 30.00 | \$ 1,290.00 | \$ 27.00 | \$ 1,161.00 |
| 13 | Remove & Dispose of Existing Reinforced Concrete Pipe, (30") | LF | 91 | \$ 30.00 | \$ 2,730.00 | \$ 30.00 | \$ 2,730.00 |
| 14 | Remove Existing Sediment Pond Riser | EA | 1 | \$ 700.00 | \$ 700.00 | \$ 1,800.00 | \$ 1,800.00 |
| 15 | Remove & Dispose of Existing Reinforced Concrete Pipe Flared End Section, (24") | EA | 1 | \$ 350.00 | \$ 350.00 | \$ 600.00 | \$ 600.00 |
| 16 | Remove Full Depth Asphalt and Dispose Off-Site, (4" depth) | SY | 899 | \$ 12.00 | \$ 10,788.00 | \$ 12.00 | \$ 10,788.00 |
| 17 | Remove & Dispose of Existing Concrete Sidewalk | SY | 147 | \$ 18.00 | \$ 2,646.00 | \$ 15.00 | \$ 2,205.00 |
| 18 | Remove & Dispose of Existing Concrete Curb and Gutter, (30") | LF | 104 | \$ 15.00 | \$ 1,560.00 | \$ 12.00 | \$ 1,248.00 |
| 19 | Remove & Dispose of Existing Concrete Driveway | SY | 163 | \$ 25.00 | \$ 4,075.00 | \$ 16.00 | \$ 2,608.00 |
| 20 | Profile By Milling Bituminous Pavement, (1" Depth | SY | 248 | \$ 40.00 | \$ 9,920.00 | \$ 30.00 | \$ 7,440.00 |
| 21 | Remove Existing (12") PVC Water and Replace with (12") Ductile Iron Pipe, Fittings, etc. and Install Bedding Material (provide 36" last time was 24") Minimum Separation Between Water & Storm Drain, Sheet 17, Detail W.26) | LF | 75 | \$ 500.00 | \$ 37,500.00 | \$ 400.00 | \$ 30,000.00 |
| 22 | Remove & Dispose of Existing Reinforced Concrete Pipe Flared End Section, (30") | EA | 1 | \$ 600.00 | \$ 600.00 | \$ 750.00 | \$ 750.00 |
| 23 | Remove & Dispose of Existing Drop Inlet | EA | 2 | \$ 700.00 | \$ 1,400.00 | \$ 750.00 | \$ 1,500.00 |
| 24 | Convert Existing Drop Inlet to Junction Box | EA | 1 | \$ 1,200.00 | \$ 1,200.00 | \$ 3,000.00 | \$ 3,000.00 |
| 25 | Remove & Dispose of Existing Privacy Fence, (6' height) | LF | 202 | \$ 12.00 | \$ 2,424.00 | \$ 25.00 | \$ 5,050.00 |
| 26 | Install New Privacy Fence, (6' height) | LF | 202 | \$ 30.00 | \$ 6,060.00 | \$ 26.00 | \$ 5,252.00 |
| 27 | Remove & Dispose of Existing Chain Link Fence, (6' height) | LF | 69 | \$ 10.00 | \$ 690.00 | \$ 25.00 | \$ 1,725.00 |
| 28 | Remove Existing Traffic Sign & Deliver to Project Representative | EA | 1 | \$ 250.00 | \$ 250.00 | \$ 200.00 | \$ 200.00 |
| 29 | Adjust Existing Manhole Rim To Match New Grade | EA | 1 | \$ 1,200.00 | \$ 1,200.00 | \$ 1,100.00 | \$ 1,100.00 |
| 30 | (15", Class III, 0'-6' depth) Reinforced Concrete Pipe and Bedding Stone (minimum 6" depth) | LF | 146 | \$ 70.00 | \$ 10,220.00 | \$ 80.00 | \$ 11,680.00 |
| 31 | (18", Class III, O-Ring, 0'-6' depth) Reinforced Concrete Pipe and Bedding Stone (minimum 6" depth) | LF | 10 | \$ 95.00 | \$ 950.00 | \$ 85.00 | \$ 850.00 |
| 32 | (24", Class III, O-Ring, 0'-6' depth) Reinforced Concrete Pipe and Bedding Stone (minimum 6" depth) | LF | 107 | \$ 85.00 | \$ 9,095.00 | \$ 95.00 | \$ 10,165.00 |
| 33 | Install Catch Basin (0'-6' depth) and Bedding Stone (minimum 6" depth) | EA | 4 | \$ 2,500.00 | \$ 10,000.00 | \$ 3,000.00 | \$ 12,000.00 |
| 34 | Install Catch Basin with Reducing Slab (0'-6' depth) and Bedding Stone (minimum 6" depth) | EA | 1 | \$ 3,500.00 | \$ 3,500.00 | \$ 4,000.00 | \$ 4,000.00 |
| 35 | Install Manhole (0'-6' depth) and Bedding Stone (minimum 6" depth) | EA | 1 | \$ 3,600.00 | \$ 3,600.00 | \$ 3,000.00 | \$ 3,000.00 |
| 36 | Install Open Throat Catch Basin (0'-6' depth) and Bedding Stone (minimum 6" depth) | EA | 1 | \$ 3,500.00 | \$ 3,500.00 | \$ 3,000.00 | \$ 3,000.00 |

| | | | | | | | |
|----|--|----|-------|--------------|----------------------|--------------|----------------------|
| 37 | (24", O-Ring, Flared End Section) Reinforced Concrete Pipe and Bedding Stone (minimum 6" depth) | EA | 1 | \$ 1,650.00 | \$ 1,650.00 | \$ 2,800.00 | \$ 2,800.00 |
| 38 | Common Excavation | CY | 1,020 | \$ 25.00 | \$ 25,500.00 | \$ 35.00 | \$ 35,700.00 |
| 39 | Fine Grading | SY | 740 | \$ 15.00 | \$ 11,100.00 | \$ 8.00 | \$ 5,920.00 |
| 40 | Undercut Excavation | CY | 250 | \$ 25.00 | \$ 6,250.00 | \$ 20.00 | \$ 5,000.00 |
| 41 | Select Backfill (Offsite Borrow) | CY | 300 | \$ 35.00 | \$ 10,500.00 | \$ 22.00 | \$ 6,600.00 |
| 42 | Rip Rap, (Class A, Outlet Protection) | TN | 7 | \$ 95.00 | \$ 665.00 | \$ 150.00 | \$ 1,050.00 |
| 43 | Rip Rap, (Class B, Outlet Protection) | TN | 22.7 | \$ 95.00 | \$ 2,156.50 | \$ 150.00 | \$ 3,405.00 |
| 44 | Install Geotextile Under Rip Rap Outlet Protection | SY | 58 | \$ 9.00 | \$ 522.00 | \$ 6.00 | \$ 348.00 |
| 45 | Baffles | LF | 92 | \$ 10.00 | \$ 920.00 | \$ 10.00 | \$ 920.00 |
| 46 | Furnish and Install Chain Link Fence, (6' height) | LF | 722 | \$ 17.00 | \$ 12,274.00 | \$ 27.00 | \$ 19,494.00 |
| 47 | Furnish and Install Double Chain Link Gate, (20' wide) | EA | 3 | \$ 1,200.00 | \$ 3,600.00 | \$ 1,600.00 | \$ 4,800.00 |
| 48 | Aggregate Base Course, (8" thick) | SY | 2,845 | \$ 18.75 | \$ 53,343.75 | \$ 17.00 | \$ 48,365.00 |
| 49 | Bituminous Concrete Base Course, (2-1/2" depth, Type I 19.0 C) | SY | 2,363 | \$ 17.50 | \$ 41,352.50 | \$ 17.00 | \$ 40,171.00 |
| 50 | Bituminous Concrete Intermediate Course, (2" thick, Type S 9.5 C) | SY | 2,363 | \$ 15.75 | \$ 37,217.25 | \$ 15.00 | \$ 35,445.00 |
| 51 | Bituminous Concrete Surface Course, (1" thick, Type S 9.5 C) | SY | 248 | \$ 19.00 | \$ 4,712.00 | \$ 9.00 | \$ 2,232.00 |
| 52 | Concrete Sidewalk, (5' wide, 4" thick) | SY | 363 | \$ 55.00 | \$ 19,965.00 | \$ 55.00 | \$ 19,965.00 |
| 53 | (24") Concrete Vertical Curb & Gutter | LF | 645 | \$ 32.00 | \$ 20,640.00 | \$ 23.00 | \$ 14,835.00 |
| 54 | Concrete Driveway, (6" thick) | SY | 63.4 | \$ 95.00 | \$ 6,023.00 | \$ 67.00 | \$ 4,247.80 |
| 55 | ADA Parallel Wheelchair Ramp, Concrete with Truncated Domes | EA | 4 | \$ 4,000.00 | \$ 16,000.00 | \$ 1,800.00 | \$ 7,200.00 |
| 56 | Install Stop Sign | EA | 1 | \$ 350.00 | \$ 350.00 | \$ 400.00 | \$ 400.00 |
| 57 | Install Stop Ahead Warning Sign | EA | 1 | \$ 350.00 | \$ 350.00 | \$ 420.00 | \$ 420.00 |
| 58 | Install Chevron Sign | EA | 3 | \$ 350.00 | \$ 1,050.00 | \$ 420.00 | \$ 1,260.00 |
| 59 | Furnish and Install Complete (2' x 2') Concrete Riser Assembly (Includes Trash Rack, Skimmer, Anti-Vortex Plates, Anti-Floatation Block, Drawdown Pipes, etc.) | EA | 1 | \$ 17,000.00 | \$ 17,000.00 | \$ 11,000.00 | \$ 11,000.00 |
| 60 | Remove and Dispose of Sediment from Pond Forebay After Site Stabilization | LS | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,500.00 | \$ 2,500.00 |
| 61 | Pump Down Water in Pond | LS | 1 | \$ 1,500.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 1,500.00 |
| 62 | Clean Out Trash in Sediment Pond | LS | 1 | \$ 1,800.00 | \$ 1,800.00 | \$ 1,800.00 | \$ 1,800.00 |
| 63 | Regrade Pond Shelf & Slopes as Needed | CY | 100 | \$ 50.00 | \$ 5,000.00 | \$ 40.00 | \$ 4,000.00 |
| 64 | Furnish and Install Pond Drawdown Tee on Riser | EA | 1 | \$ 2,500.00 | \$ 2,500.00 | \$ 400.00 | \$ 400.00 |
| 65 | (24"), White, 120 mils (Thermoplastic Pavement Markings, Crosswalk Line) | LF | 55 | \$ 9.50 | \$ 522.50 | \$ 20.00 | \$ 1,100.00 |
| 66 | (24"), White, 120 mils (Thermoplastic Pavement Markings, Stop Bar) | LF | 69 | \$ 9.50 | \$ 655.50 | \$ 20.00 | \$ 1,380.00 |
| 67 | (4"), White, 120 mils (Thermoplastic Pavement Markings, Lane Line) | LF | 1,757 | \$ 2.50 | \$ 4,392.50 | \$ 3.50 | \$ 6,149.50 |
| 68 | (4"), Yellow, 120 mils (Thermoplastic Pavement Markings, Lane Line) | LF | 4,281 | \$ 1.50 | \$ 6,421.50 | \$ 3.50 | \$ 14,983.50 |
| 69 | (8"), Yellow, 120 mils (Thermoplastic Pavement Markings, Lane Line) | LF | 552 | \$ 2.75 | \$ 1,518.00 | \$ 6.00 | \$ 3,312.00 |
| 70 | Symbols, 90 mils (Thermoplastic Pavement Markings) | EA | 25 | \$ 140.00 | \$ 3,500.00 | \$ 240.00 | \$ 6,000.00 |
| 71 | (4"), White, 120 mils (Thermoplastic Pavement Markings, Mini Skip Line, 10'-30') | LF | 151 | \$ 1.30 | \$ 196.30 | \$ 3.50 | \$ 528.50 |
| 72 | (4"), White, 120 mils (Thermoplastic Pavement Markings, Mini Skip Line, 3'-9') | LF | 171 | \$ 1.30 | \$ 222.30 | \$ 3.50 | \$ 598.50 |
| 73 | Permanent Raised Reflective Pavement Markers, Non-Snowplowable (Yellow & Yellow) | EA | 50 | \$ 33.00 | \$ 1,650.00 | \$ 14.00 | \$ 700.00 |
| 74 | Permanent Raised Reflective Pavement Markers, Non-Snowplowable (Crystal & Red) | EA | 50 | \$ 65.00 | \$ 3,250.00 | \$ 14.00 | \$ 700.00 |
| | | | | TOTAL | \$ 657,020.60 | TOTAL | \$ 681,556.80 |

City of Fayetteville

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

City Council Action Memo

File Number: 18-533

Agenda Date: 11/26/2018

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 6.03

TO: Mayor and Members of City Council

THRU: David W. Trego, CEO/General Manager
Fayetteville Public Works Commission

FROM: Fayetteville Public Works Commission

DATE: November 26, 2018

RE:

Bid Recommendation - Relay Control Switchboards for Fenix #2 Substation

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

Bids were received for the Relay Control Switchboards for the Fenix No. 2 Substation project. The recommended lowest responsive, responsible bidder is Birmingham Control Systems, Bessemer, AL, in the total amount of \$213,814.00.

Background:

The Fayetteville Public Works Commission during their meeting on November 14, 2018, approved the bid recommendation to award the purchase and delivery of Relay Control Switchboards for the Fenix No. 2 Substation to Birmingham Control Systems, Bessemer, AL, the lowest responsible, responsive bidder, in the total amount of \$213,814.00. The Commission also approved to forward this recommendation to City Council for approval.

Bids were received on October 25, 2018, as follows:

| Bidders | Total Cost |
|---------|------------|
|---------|------------|

| | |
|---|--------------|
| Birmingham Control Systems, Bessemer, AL | \$213,814.00 |
| Electrical Power Products, Des Moines, IA | \$246,010.00 |
| Keystone Electrical Manufacturing Company, Des Moines, IA | \$231,107.27 |
| KVA, Inc., Greer, SC | \$254,333.00 |
| Kemco Industries, Inc., Sanford, FL | \$284,767.00 |

Issues/Analysis:

Birmingham Control Systems is not classified as a SDBE, minority or woman-owned business. There are no known local vendors who can supply this equipment.

Budget Impact:

Funds are budgeted in EL-34 - Fenix Equipment Upgrade (CPR1000059)

Options:

N/A

Recommended Action:

The Fayetteville Public Works Commission recommends the Fayetteville City Council award the purchase and delivery of Relay Control Switchboards for Fenix No. 2 Substation to Birmingham Control Systems, Bessemer, AL, the lowest responsible, responsive bidder, in the total amount of \$213,814.00.

Attachments:

Bid Recommendation Relay Control Switchboards Fenix 2

**PUBLIC WORKS COMMISSION
ACTION REQUEST FORM**

TO: David W. Trego, CEO/General Manager

DATE: November 7, 2018

FROM: Trent Ensley, Procurement Manager

.....
ACTION REQUESTED: Award bid for the purchase and delivery of Relay Control Switchboards for Fenix No 2 Substation.

.....
BID/PROJECT NAME: Relay Control Switchboards for Fenix No. 2 Substation

BID DATE: October 25, 2018

DEPARTMENT: Substations & Electrical Support Services

BUDGET: EL 34 – Fenix Equipment Upgrade (CPR1000059) 058.0000.0802.1803043-03.690161

.....
BIDDERS

TOTAL COST

| | |
|---|--------------|
| Birmingham Control Systems, Bessemer, AL | \$213,814.00 |
| Electrical Power Products, Des Moines, IA | \$246,010.00 |
| Keystone Electrical Manufacturing Company, Des Moines, IA | \$231,107.27 |
| KVA, Inc., Greer, SC | \$254,333.00 |
| Kemco Industries, Inc. Sanford, FL | \$284,767.00 |

.....
AWARD RECOMMENDED TO: Birmingham Control Systems, Bessemer, AL

BASIS OF AWARD: Deemed Lowest, Responsible, Responsive Bidder

AWARD RECOMMENDED BY: Joel Valley, Manager Substations & Electrical Support Services

.....
COMMENTS: Notice of the bid was advertised through our normal channels on October 8, 2018. After review of the bids, it is recommended that award be made to Birmingham Control Systems as the lowest responsive and responsible bidder.

.....
ACTION BY COMMISSION

APPROVED _____ **REJECTED** _____

DATE _____

ACTION BY COUNCIL

APPROVED _____ **REJECTED** _____

DATE _____

BID HISTORY

RELAY CONTROL SWITCHBOARDS FOR FENIX NO. 2 SUBSTATION

BID DATE: OCTOBER 25, 2018

Advertisement

- | | | |
|----|--|--------------------------|
| 1. | PWC Website | 10/08/2018 to 10/25/2018 |
| 2. | The Fayetteville Press, Fayetteville, NC | General Ad Monthly |

List of Prospective Bidders

1. Birmingham Control Systems, Bessemer, AL
2. Electrical Power Products, Des Moines, IA
3. Kemco Industries, Inc. Sanford, FL
4. Lekson Associates, Inc., Raleigh, NC
5. KVA, Inc., Greer, SC
6. Schweitzer Engineering Laboratories, Inc., Pullman, WA
7. Atlantic Power Sales, LLC, Raleigh, NC
8. AZZ/Central Electric Mfg., Fulton, MO
9. Keystone Electrical Manufacturing Company, Des Moines, IA
10. Jake Rudisill Associates, Inc., Charlotte, NC
11. Lake Shore Electrical Corp., Bedford, OH
12. GMHR Company Inc., Birmingham, AL

List of Organizations Notified of Bid

Small Business Administration Programs:

Small Business Administration Regional Office (SBA)
NC Procurement & Technical Assistance Center (NCPTAC)
Veterans Business Outreach Center (VBOC)
Small Business Technology Center (SBTDC)
Women's Business Center at CEED (WBC)

FTCC Programs

Small Business Center (SBC)

Local Business Programs

NAACP, Fayetteville Branch
Greater Fayetteville Chamber, RFP & Press Release submitted
Hope Mills Chamber
Spring Lake Chamber
Fayetteville Business & Professional League (FBPL)
FSU Construction Resource Office (FSUCRO)

State Programs

NC Institute of Minority Economic Development (The Institute) Durham, NC
NAACP, State Branch Raleigh, NC

Media

Fayetteville Observer
WIDU, AM1600
IBronco Radio at FSU

Local/SDBE Participation

Birmingham Control Systems. is not classified as a SDDBE, minority or woman-owned business. There are no known local vendors who can supply this equipment.

City of Fayetteville

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

City Council Action Memo

File Number: 18-546

Agenda Date: 11/26/2018

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 6.04

TO: Mayor and Members of City Council

THRU: David W. Trego, CEO/General Manager
Fayetteville Public Works Commission

FROM: Fayetteville Public Works Commission

DATE: November 26, 2018

RE:

**Bid Recommendation - Prefabricated Relay Control House for Fenix Substation
#2**

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

Bids were received for the Prefabricated Relay Control House for the Fenix Substation No. 2. The recommended lowest responsive, responsible bidder is VFP, Inc., Salem, VA, in the total amount of \$188,693.00.

Background:

The Fayetteville Public Works Commission during their meeting on November 14, 2018, approved the bid recommendation to award the purchase and delivery of a Prefabricated Relay Control House for the Fenix Substation #2 to VFP, Inc., Salem, VA, the lowest responsible, responsive bidder, in the total amount of \$188,693.00. The Commission also approved to forward this recommendation to City Council for approval.

Bids were received on October 25, 2018, as follows:

| <u>Bidders</u> | <u>Total Cost</u> |
|----------------------|-------------------|
| VFP, Inc., Salem, VA | \$188,693.00 |

Issues/Analysis:

This procurement is for the purchase of prefabricated equipment (this is not construction or repair where a minimum of three bids would have been required). The anticipated cost was expected to exceed \$90,000.00 and the bid was formally advertised. Since this procurement is for the purchase of equipment, no minimum number of bids is required. Notice of the bid was advertised through our normal channels on October 8, 2018. Only one vendor, VFP, Inc., Salem, VA, submitted a bid. Because this is a purchase contract, award can proceed based upon the determination that the single bid received was responsive and responsible.

Budget Impact:

Funds are budgeted in EL34-Fenix Equipment Upgrade (CPR1000059)

Options:

N/A

Recommended Action:

The Fayetteville Public Works Commission recommends the Fayetteville City Council award the purchase of a Prefabricated Relay Control House for the Fenix Substation No. 2 to VFP, Inc., Salem, VA, the lowest responsible, responsive bidder, in the total amount of \$188,693.00.

Attachments:

Bid Recommendation - Prefabricated Relay Control House for Fenix 2

**PUBLIC WORKS COMMISSION
ACTION REQUEST FORM**

TO: David W. Trego, CEO/General Manager

DATE: November 7, 2018

FROM: Trent Ensley, Procurement Manager

.....
ACTION REQUESTED: Award bid for the purchase and delivery of a Prefabricated Relay Control House for the Fenix Substation No. 2.

.....
BID/PROJECT NAME: Prefabricated Relay Control House for the Fenix Substation No. 2

BID DATE: October 25, 2018

DEPARTMENT: Substations & Electrical Support Services

BUDGET: EL 34 – Fenix Equipment Upgrade (CPR1000059) 058.0000.0802.1803043-03.690161

.....
BIDDERS

TOTAL COST

VFP, Inc., Salem, VA

\$188,693.00

.....
AWARD RECOMMENDED TO: VFP, Inc., Salem, VA

BASIS OF AWARD: Deemed Lowest, Responsible, Responsive Bidder

AWARD RECOMMENDED BY: Joel Valley, Manager Substations & Electrical Support Services

.....
COMMENTS: This procurement is for the purchase of prefabricated equipment (this is not construction or repair where a minimum of three bids would have been required). The anticipated cost was expected to exceed \$90,000 and the bid was formally advertised. Since this procurement is for the purchase of equipment, no minimum number of bids is required. Notice of the bid was advertised through our normal channels on October 8, 2018. Only one vendor, VFP, Inc., submitted a bid. Because this is a purchase contract, award can proceed based upon the determination that the single bid received was responsive and responsible. Award is recommended to VFP, Inc.
.....

ACTION BY COMMISSION

APPROVED _____ **REJECTED** _____
DATE _____

ACTION BY COUNCIL

APPROVED _____ **REJECTED** _____
DATE _____

BID HISTORY

PREFABRICATED RELAY CONTROL HOUSE FOR THE FENIX SUBSTATION NO. 2

BID DATE: OCTOBER 25, 2018

Advertisement

- | | | |
|----|--|--------------------------|
| 1. | PWC Website | 10/08/2018 to 10/25/2018 |
| 2. | The Fayetteville Press, Fayetteville, NC | General Ad Monthly |

List of Prospective Bidders

1. Schweitzer Engineering Laboratories, Mt. Holly, NC
2. Modular Construction, Bessemer, AL
3. AES Precast Co., Inc, Northport, AL
4. Oldcastel Precast, Newman, GA
5. GFRC Shelters, Lakeland, FL
6. Smith Carolina Corp., Reidsville, NC
7. Jedco Construction Company, Raleigh, NC
8. Smithson, Inc., Rocky Mount, NC
9. Lekson Associated, Inc., Raleigh, NC
10. Turn-Key Contractors, Inc. Rocky Mount, NC
11. TriVis, Inc., Pelham, AL
12. VFP, Inc, Salem, VA
13. Utility Service Agency, Inc., Wake Forest, NC
14. AZZ, Raleigh, NC

List of Organizations Notified of Bid

Small Business Administration Programs:

Small Business Administration Regional Office (SBA)
NC Procurement & Technical Assistance Center (NCPTAC)
Veterans Business Outreach Center (VBOC)
Small Business Technology Center (SBTDC)
Women's Business Center at CEED (WBC)

FTCC Programs

Small Business Center (SBC)

Local Business Programs

NAACP, Fayetteville Branch
Greater Fayetteville Chamber, RFP & Press Release submitted
Hope Mills Chamber
Spring Lake Chamber
Fayetteville Business & Professional League (FBPL)
FSU Construction Resource Office (FSUCRO)

State Programs

NC Institute of Minority Economic Development (The Institute) Durham, NC
NAACP, State Branch Raleigh, NC

Media

Fayetteville Observer
WIDU, AM1600
IBronco Radio at FSU

Local/SDBE Participation

VFP, Inc. is not classified as a SDBE, minority or woman-owned business. There are no known local vendors who can supply this equipment.

City of Fayetteville

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

City Council Action Memo

File Number: 18-468

Agenda Date: 11/26/2018

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 6.05

TO: Mayor and Members of City Council

THRU: Barbara Hill, Interim Assistant City Manager

FROM: Randy Hume, Transit Director
Tracey Broyles, Budget and Evaluation Director

DATE: November 26, 2018

RE:

Adoption of Special Revenue Fund Project Ordinance 2019-7 and Capital Project Ordinance 2019-21 to Appropriate Transit Grant NC-2018-069 for Fayetteville Urban Area Elderly and Disabled Projects

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 4: Desirable Place to Live, Work and Recreate

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

Executive Summary:

The Federal Transit Administration (FTA) has awarded a \$522,725 grant to the City under its Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. This grant funds a \$72,725 project for the City and \$450,000 for two projects for the Town of Spring Lake and Cumberland County (passed through to the Mid-Carolina Council of Governments (MCCOG)) as sub-recipients.

Capital Project Ordinance (CPO) 2019-21 will establish a \$72,725 project budget for the installation of approximately 600 linear feet of sidewalk, curb and gutter along Plymouth Avenue. That infrastructure will improve access for riders and allow for the future installation of shelters and benches at higher volume stops on FAST Route 3. The FTA grant provides \$58,180 for the project, and the City's \$14,545 local share will be funded

from sidewalk project funding in the City's Transportation Capital Project Fund.

Special Revenue Fund Project Ordinance (SRO) 2019-7 will appropriate only the \$360,000 of federal grant funds for the projects for the Town of Spring Lake and the MCCOG. The required \$90,000 local match is to be funded by the sub-recipients.

Background:

The City is the designated recipient for FTA funds apportioned to the Fayetteville Urbanized Area. In addition to Cumberland County, the urbanized area also includes portions of Hoke, Harnett and Robeson Counties. Since 2012, the FTA has apportioned funds to our area under FTA's Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. Prior to 2012, Section 5310 funding was allocated solely to the North Carolina Department of Transportation (NCDOT). In accordance with our approved Program Management Plan, each year, the Fayetteville Area Metropolitan Planning Organization (FAMPO) selects projects to be recommended for funding using a competitive selection process. Once FAMPO selects the projects, the City prepares and submits the Section 5310 application to FTA.

The grant awarded by the FTA in late September 2018 includes projects selected by FAMPO in 2017 and 2018. The FTA requires a minimum of 55% of these funds be used for "traditional" Section 5310 projects, and then allows the balance of funding to be used for other projects such as the City's sidewalk project. Previously, these other projects were funded through FTA's New Freedom Program, which was eliminated and combined with Section 5310. For this grant, only the MCCOG project for contracted transportation services qualifies as a "traditional" project.

The City project funded by this grant includes the installation of approximately 600 linear feet of accessible sidewalk, curb and gutter along Plymouth Avenue between Sapona Road and Clinton Road. This will create accessible bus stops along Route 3 and will allow for the installation of future amenities, such as shelters, benches, trash receptacles and solar lighting using other funds. The project will be jointly administered by the City's Public Services and Transit Departments.

Under the sub-recipient arrangement for Cumberland County and the MCCOG, the grant funds Cumberland County's Community Transportation Service for non-medical transportation (work, school, shopping) for elderly and disabled residents of urban areas of Cumberland County not served by Fayetteville Area System of Transit (FAST). It also funds design costs for a future sidewalk project in Spring Lake along the Spring Lake Transit bus route. These agencies will administer these projects and provide the required local matches.

Sub-recipient agreements covering these projects will be presented to Council for approval once the agreements are signed by MCCOG and Spring Lake.

Issues/Analysis:

The FTA requires the City as grant recipient to ensure that sub-recipients of grant funding comply with all FTA grant provisions. Transit has developed grant oversight procedures and a grant checklist that will be used to ensure that sub-recipients adhere to all FTA requirements. Each sub-recipient will also execute a separate agreement outlining the federal provisions.

Budget Impact:

The local required match of \$14,545 for the City's share of the grant will be funded from sidewalk project funding that will be transferred from the City's Transportation Capital Project Fund.

Options:

- 1) Adopt Capital Project Ordinance 2019-21 and Special Revenue Project Ordinance 2019-7.
- 2) Do not adopt Capital Project Ordinance 2019-21 or Special Revenue Project Ordinance 2019-7 and provide further direction to staff.

Recommended Action:

Staff recommends that Council move to adopt Capital Project Ordinance 2019-21 and Special Revenue Project Ordinance 2019-7 as presented.

Attachments:

Capital Project Ordinance 2019-21
Special Revenue Project Ordinance 2019-7
FTA Grant NC-2018-069

**CAPITAL PROJECT ORDINANCE
ORD 2019-21**

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 for the construction of ADA accessible sidewalk and bus stops along Plymouth Avenue between Sapona Road and Clinton Road along FAST Route 3, and other ancillary costs as funded by Transit Grant NC-2018-069.

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

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

| | |
|--|------------------|
| Federal Transit Administration | \$ 58,180 |
| Local Match - Transportation Fund Transfer | 14,545 |
| | <u>\$ 72,725</u> |

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

| | |
|----------------------|------------------|
| Project Expenditures | <u>\$ 72,725</u> |
|----------------------|------------------|

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 26th day of November, 2018.

**SPECIAL REVENUE FUND PROJECT ORDINANCE
ORD 2019-7**

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

Section 1. The project authorized is for the funding of the FY2017 and FY2018 Transit subrecipient agreements for Enhanced Mobility for Seniors and Individuals with Disabilities Projects, as by Federal Transit Administration Section 5310 Grant NC-2018-069-00.

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

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

| | |
|--------------------------------|-------------------|
| Federal Transit Administration | <u>\$ 360,000</u> |
|--------------------------------|-------------------|

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

| | |
|----------------------|-------------------|
| Project Expenditures | <u>\$ 360,000</u> |
|----------------------|-------------------|

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

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

Adopted this 26th day of November, 2018.

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

| | |
|---|--|
| Federal Award Identification Number (FAIN) | NC-2018-069-00 |
| Temporary Application Number | 1112-2018-2 |
| Award Name | Sec 5310 Funds - 2017-18; Elderly & Disabled; Fayetteville, NC |
| Award Status | Active (Executed) |
| Award Budget Number | 0 |

Part 1: Recipient Information

Name: Fayetteville, City Of

| Recipient ID | Recipient OST Type | Recipient Alias | Recipient DUNS |
|--------------|--------------------|----------------------|----------------|
| 1112 | City | CITY OF FAYETTEVILLE | 040031700 |

| Location Type | Address | City | State | Zip |
|------------------|----------------|--------------|-------|-----------|
| Headquarters | 433 HAY ST | FAYETTEVILLE | NC | 283015537 |
| Physical Address | 433 HAY ST | FAYETTEVILLE | NC | 28301 |
| Mailing Address | 433 HAY STREET | FAYETTEVILLE | NC | 28301 |

Union Information

| | |
|-------------------|-------|
| Union Name | NONE |
| Address 1 | |
| Address 2 | |
| City | |
| State | |
| Zipcode | 00000 |
| Contact Name | |
| Telephone | |

| | |
|---------|-------|
| Fax | 00000 |
| E-mail | |
| Website | |

Part 2: Award Information

Title: Sec 5310 Funds - 2017-18; Elderly & Disabled; Fayetteville, NC

| FAIN | Award Status | Award Type | Date Created | Last Updated Date | From TEAM? |
|----------------|-------------------|------------|--------------|-------------------|------------|
| NC-2018-069-00 | Active (Executed) | Grant | 6/8/2018 | 6/8/2018 | No |

Award Start Date

9/13/2018

Award End Date

3/30/2022

Award Executive Summary

This grant requests the use of \$418,180 Section 5310 funds apportioned in 2016 (potentially lapsing - \$188,003) and 2017 Section 5310 Enhanced Mobility for Senior and Individuals with Disabilities grant funding to be used for purchase of service from a privately owned transportation provider (capital expense) for non-medical transportation (work, school, shopping) for elderly and disabled residents in urban areas of Cumberland County not served by Fayetteville Area System of Transit (FAST) and to construct accessible pathways and sidewalks to improve access and to support the extension of fixed route bus services in Fayetteville and Cumberland County.

Traditional Sec. 5310 projects include the direct purchase of service from a privately owned transportation provider (capital expense) for non-medical transportation (work, school, shopping) for elderly and disabled residents of urban areas of Cumberland County not served by Fayetteville Area System of Transit (FAST) for fiscal years 2017 and 2018. This project is a joint-venture between the Mid-Carolina Council of Governments, a public non-profit organization and designated Areawide Aging Agency, and the Cumberland County Community Transportation Program (CTP). The 2013 Cumberland County Coordinated Human Services Public Transportation Plan addresses a high priority need for more non-medical services for the elderly and disabled. These services will be provided to elderly and disabled populations who live in the urbanized area and not served by the City of Fayetteville's FASTTRAC! complementary paratransit or fixed route services. It is projected approximately 12,000 trips will be provided through this program. Local match for this project will be provided by through the NCDOT EDTAP program and other local funding provided by Cumberland County.

Other projects include engineering and design for sidewalk/bus stop projects along transit routes in the Town of Spring Lake and for accessible bus stops and sidewalks on an existing route in Fayetteville along Plymouth Avenue between Sapona Road and Clinton Road. No project funds will be used for property acquisition. Project improvements will generally occur within existing city-owned or state-owned rights-of-way, although some encroachments or easements may be required for areas immediately adjacent to the State's right of way in order to meet state highway pedestrian safety standards.

The City of Fayetteville will administer these projects and ensure compliance, including compliance by its subrecipients.

These projects were selected by competitive processes conducted by the Fayetteville Area Metropolitan Planning Organization (FAMPO) in accordance with the approved Program Management

Plan. The Section 5310 Program Management Plan (PMP) was approved on August 11, 2015. Sub-recipients will be the Mid-Carolina Council of Governments (MCCOG) and the Town of Spring Lake, NC.

The attached Program of Projects details the projects selected by FAMPO for funding from call-for-projects conducted in 2017 and 2018. 76.5% of these federal funds will be used for Traditional Section 5310 projects (i.e., purchase of service) with 23.5% being used for other eligible projects that will enhance the accessibility to transit services for senior adults and persons with disabilities.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

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

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?

Yes, this Grant will use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

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

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Point of Contact Information

| First Name | Last Name | Title | E-mail Address | Phone |
|------------|----------------------|-------------------|--------------------|--------------|
| | john.crocker@dot.gov | Community Planner | | |
| | guanying.lei@dot.gov | General Engineer | | |
| Randy | Hume | Transit Director | rhume@ci.fay.nc.us | 910-433-1011 |

Award Budget Control Totals

| Funding Source | Section of Statute | CFDA Number | Amount |
|--|---------------------------|--------------------|------------------|
| 5310 - Mobility of Sr. & Indv. w/ Disabilities Formula | 5310-1A | 20513 | \$418,180 |
| Local | | | \$104,545 |
| Local/In-Kind | | | \$0 |
| State | | | \$0 |
| State/In-Kind | | | \$0 |
| Other Federal | | | \$0 |
| Transportation Development Credit | | | \$0 |
| Total Eligible Cost | | | \$522,725 |

Award Budget

| Project Number | Budget Item | FTA Amount | Non-FTA Amount | Total Eligible Amount | Quantity |
|-----------------------|---|-------------------|-----------------------|------------------------------|-----------------|
| NC-2018-069-01-00 | 117-00 (117-A1) OTHER CAPITAL ITEMS (BUS) | \$320,000.00 | \$80,000.00 | \$400,000.00 | 1 |
| NC-2018-069-01-00 | 11.71.13 3RD PARTY CONTRACTED SERVICES (5310 ONLY) | \$320,000.00 | \$80,000.00 | \$400,000.00 | 1 |
| NC-2018-069-01-00 | 119-00 (119-A2) Bus Associated Transit Improvements | \$98,180.00 | \$24,545.00 | \$122,725.00 | 2 |
| NC-2018-069-01-00 | 11.91.05 ENG/DESIGN PED ACCESS / WALKWAYS | \$40,000.00 | \$10,000.00 | \$50,000.00 | 1 |
| NC-2018-069-01-00 | 11.93.05 CONSTRUCT PED ACCESS / WALKWAYS | \$58,180.00 | \$14,545.00 | \$72,725.00 | 1 |

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Sources of Federal Financial Assistance

| PO Number | Project Number | Scope Name | Scope Number | Scope Suffix | UZA Code | Area Name | Account Class Code | FP C | Description | Amendment Amount | Cumulative Amount |
|------------------|-----------------------|-------------------|---------------------|---------------------|-----------------|------------------|---------------------------|-------------|--------------------|-------------------------|--------------------------|
|------------------|-----------------------|-------------------|---------------------|---------------------|-----------------|------------------|---------------------------|-------------|--------------------|-------------------------|--------------------------|

| | | | | | | | | | | | |
|------------|-------------------|---------------------------------------|--------------|----|--------|------------------|-----------------|----|---------------------------------|-----------|-----------|
| NC-16-X038 | NC-2018-069-01-00 | OTHER CAPITAL ITEMS (BUS) | 117-00 (117) | A1 | 379630 | Fayetteville, NC | 2016.25.16.DL.2 | 00 | Enh Mob Seniors/D isabl - >200K | \$85,504 | \$85,504 |
| NC-16-X038 | NC-2018-069-01-00 | Bus Associate d Transit Improvem ents | 119-00 (119) | A2 | 379630 | Fayetteville, NC | 2016.25.16.DL.2 | 00 | Enh Mob Seniors/D isabl - >200K | \$98,180 | \$98,180 |
| NC-16-X038 | NC-2018-069-01-00 | OTHER CAPITAL ITEMS (BUS) | 117-00 (117) | A1 | 379630 | Fayetteville, NC | 2017.25.16.DL.2 | 00 | Enh Mob Seniors/D isabl - >200K | \$234,496 | \$234,496 |

Part 3: Project Information

Project Title: FY 2017 and FY 2018 Enhanced Mobility for Senior and Individuals with Disabilities Projects

| Project Number | Temporary Project Number | Date Created | Start Date | End Date |
|-------------------|--------------------------|--------------|------------|-----------|
| NC-2018-069-01-00 | 1112-2018-2-P1 | 9/7/2018 | 12/1/2016 | 7/30/2019 |

Project Description

This project includes the direct purchase of service from a privately owned transportation provider (capital expense) for non-medical transportation (work, school, shopping) for elderly and disabled residents of urban areas of Cumberland County for fiscal years 2017 and 2018 . These are residents who are not served by Fayetteville Area System of Transit (FAST) (i.e., outside FAST service area and ADA paratransit zone). This project is a joint-venture between the Mid-Carolina Council of Governments, a public non-profit organization, and the Cumberland County Community Transportation Program (CTP). The 2013 Cumberland County Coordinated Human Services Public Transportation Plan addresses a high priority need for more non-medical services for the elderly and disabled. These services will be provided to elderly and disabled populations who live in the urbanized area and not served by the City of Fayetteville's FASTTRAC! complementary paratransit or fixed route services. It is projected approximately 12,000 trips will be provided through this program. Local match or this project will be provided by through the NCDOT EDTAP program and other local funds from Cumberland County.

The project also includes transit bus accessibility projects in the City of Fayetteville and the Town of Spring Lake. The Fayetteville project will be along an existing route in east Fayetteville along Plymouth Avenue between Sapona Road and Clinton Road. This project will improve facilities at transportation waiting areas along Route 3 to include sidewalks, lighting and crosswalks. This addresses the need of older adults, persons with disabilities and low- income workers by improving safety and access to transit services. Transit boardings at these stops are expected to be about 48 per day (14,400 annually). A similar number of alightings are also expected. Total ridership on Route 3 currently averages 240 boardings each day. This project is part of the city's/FAST's transition plan to bring all FAST bus stops into compliance with ADA bus stop accessibility guidelines. These improvements will also allow FAST to add much needed bus rider amenities such as shelters, benches, trash receptacles and solar lighting at higher volume stops in accordance adopted service standards. The Spring Lake project will provides designs for future sidewalk/bus system accessibility construction projects.

No project funds will be used for property acquisition. Project improvements will generally occur within

existing city-owned or state-owned rights-of-way, although some encroachments or easements may be required for areas immediately adjacent to the State's right of way in order to meet state highway pedestrian safety standards.

Project Benefits

The MCCOG/Cumberland Community Transportation Program (CTP) project will provide opportunities to those eligible persons who require access to employment and other destinations. The program is supports improved mobility and is consistent the CTP's "Connecting Communities Plan".

The Fayetteville accessibility project will enhance pedestrian safety and ensure accessibility of these key bus stops by all persons. It will remove obstacles encountered by persons with disabilities. The City's Transit Department will add benches and shelters (the bench and shelter costs are not part of this grant).

The Spring Lake project will promote safer alternative travel choices for its residents and reduce traffic in this congested area near the Fort Bragg Army installation.

Additional Information

None provided.

Location Description

Cumberland County, NC

Project Location (Urbanized Areas)

| UZA Code | Area Name |
|-----------------|------------------|
| 370000 | North Carolina |
| 379630 | Fayetteville, NC |

Congressional District Information

| State | District | Representative |
|----------------|-----------------|-----------------------|
| North Carolina | 8 | Richard Hudson |
| North Carolina | 9 | Robert Pittenger |

Project Control Totals

| Funding Source | Section of Statute | CFDA Number | Amount |
|--|---------------------------|--------------------|---------------|
| 5310 - Mobility of Sr. & Indv. w/ Disabilities Formula | 5310-1A | 20513 | \$418,180 |
| Local | | | \$104,545 |
| Local/In-Kind | | | \$0 |
| State | | | \$0 |
| State/In-Kind | | | \$0 |
| Other Federal | | | \$0 |

| | |
|-----------------------------------|------------------|
| Transportation Development Credit | \$0 |
| Total Eligible Cost | \$522,725 |

Project Budget

| Project Number | Budget Item | FTA Amount | Non-FTA Amount | Total Eligible Amount | Quantity |
|-------------------|---|--------------|----------------|-----------------------|----------|
| NC-2018-069-01-00 | 117-00 (117-A1) OTHER CAPITAL ITEMS (BUS) | \$320,000.00 | \$80,000.00 | \$400,000.00 | 1 |
| NC-2018-069-01-00 | 11.71.13 3RD PARTY CONTRACTED SERVICES (5310 ONLY) | \$320,000.00 | \$80,000.00 | \$400,000.00 | 1 |
| NC-2018-069-01-00 | 119-00 (119-A2) Bus Associated Transit Improvements | \$98,180.00 | \$24,545.00 | \$122,725.00 | 2 |
| NC-2018-069-01-00 | 11.91.05 ENG/DESIGN PED ACCESS / WALKWAYS | \$40,000.00 | \$10,000.00 | \$50,000.00 | 1 |
| NC-2018-069-01-00 | 11.93.05 CONSTRUCT PED ACCESS / WALKWAYS | \$58,180.00 | \$14,545.00 | \$72,725.00 | 1 |

Project Budget Activity Line Items

| | | | | |
|--|--|--|--|--|
| Budget Activity Line Item: 11.71.13 - 3RD PARTY CONTRACTED SERVICES (5310 ONLY) | | | | |
|--|--|--|--|--|

| Scope Name / Code | Line Item # | Line Item Name | Activity | Quantity |
|------------------------------------|-------------|---|---------------------|----------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.71.13 | 3RD PARTY CONTRACTED SERVICES (5310 ONLY) | 3RD PARTY CONTRACTS | 1 |

Extended Budget Description

Direct purchase of service from privately contracted van provider for non-medical (work, education, shopping, and other trip purposes for elderly and disabled residents of Cumberland County, NC where an unmet need or gaps exists. For services provided in 2017 and 2018.

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

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

| Funding Source | Section of Statute | CFDA Number | Amount |
|----------------|--------------------|-------------|--------|
|----------------|--------------------|-------------|--------|

| | | | |
|--|---------|-------|------------------|
| 5310 - Mobility of Sr. & Indv. w/ Disabilities Formula | 5310-1A | 20513 | \$320,000 |
| Local | | | \$80,000 |
| Local/In-Kind | | | \$0 |
| State | | | \$0 |
| State/In-Kind | | | \$0 |
| Other Federal | | | \$0 |
| Transportation Development Credit | | | \$0 |
| Total Eligible Cost | | | \$400,000 |

| Milestone Name | Est. Completion Date | Description |
|-------------------|----------------------|------------------------|
| Execute contract | 12/1/2016 | Contract for services |
| Final Expenditure | 2/28/2019 | Final Payment-Closeout |
| Begin Services | 1/1/2017 | Start Services |
| Complete Services | 12/31/2018 | Final trip |

Budget Activity Line Item: 11.93.05 - CONSTRUCT PED ACCESS / WALKWAYS

| Scope Name / Code | Line Item # | Line Item Name | Activity | Quantity |
|--|-------------|---------------------------------|--------------|----------|
| Bus Associated Transit Improvements (119-00) | 11.93.05 | CONSTRUCT PED ACCESS / WALKWAYS | CONSTRUCTION | 1 |

Extended Budget Description

Construct approximately 600 LF of sidewalk, curb and gutter. The estimated useful life is 20 years

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

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

| Funding Source | Section of Statute | CFDA Number | Amount |
|--|--------------------|-------------|-----------------|
| 5310 - Mobility of Sr. & Indv. w/ Disabilities Formula | 5310-1A | 20513 | \$58,180 |
| Local | | | \$14,545 |
| Local/In-Kind | | | \$0 |
| State | | | \$0 |
| State/In-Kind | | | \$0 |
| Other Federal | | | \$0 |
| Transportation Development Credit | | | \$0 |
| Total Eligible Cost | | | \$72,725 |

| Milestone Name | Est. Completion Date | Description |
|---------------------------|----------------------|----------------------------|
| Issue Invitation for Bids | 10/31/2018 | Issue IFB for Construction |

| | | |
|-----------------------|-----------|-----------------------------|
| Final Expenditure | 7/30/2019 | Final payment |
| Award Contract | 1/10/2019 | Award Construction Contract |
| Start Construction | 2/4/2019 | Begin construction |
| Complete Construction | 5/31/2019 | Complete construction |

Budget Activity Line Item: 11.91.05 - ENG/DESIGN PED ACCESS / WALKWAYS

| Scope Name / Code | Line Item # | Line Item Name | Activity | Quantity |
|--|-------------|--|--|----------|
| Bus Associated Transit Improvements (119-00) | 11.91.05 | ENG/DESIGN PED ACCESS / WALKWAYS | ENGINEERING/DESIGN (TRANSIT ENHANCEMENTS) | 1 |

Extended Budget Description

Engineering services for design of accessible pedestrian projects in Spring Lake.

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

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

| Funding Source | Section of Statute | CFDA Number | Amount |
|--|--------------------|-------------|-----------------|
| 5310 - Mobility of Sr. & Indv. w/ Disabilities Formula | 5310-1A | 20513 | \$40,000 |
| Local | | | \$10,000 |
| Local/In-Kind | | | \$0 |
| State | | | \$0 |
| State/In-Kind | | | \$0 |
| Other Federal | | | \$0 |
| Transportation Development Credit | | | \$0 |
| Total Eligible Cost | | | \$50,000 |

| Milestone Name | Est. Completion Date | Description |
|-----------------------|----------------------|-------------------------------|
| Contract for Services | 1/1/2018 | Contract for Design Services |
| Complete Design | 11/30/2018 | Design submitted for approval |
| Final Expenditure | 1/31/2019 | Final Payment to AE |
| Begin Design Work | 4/30/2018 | Begin design |

Project Environmental Findings

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

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an

environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

| Date Description | Date |
|-------------------------|-------------|
| Class IIc CE Approved | |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|------------------------------------|-------------------------|---|-----------------|-------------------|----------------------------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.71.13 | 3RD PARTY CONTRACTED SERVICES (5310 ONLY) | 1 | \$320,000.00 | \$400,000.00 |

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

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

| Date Description | Date |
|-------------------------|-------------|
| Class IIc CE Approved | |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|--|-------------------------|---------------------------------|-----------------|-------------------|----------------------------|
| Bus Associated Transit Improvements (119-00) | 11.93.05 | CONSTRUCT PED ACCESS / WALKWAYS | 1 | \$58,180.00 | \$72,725.00 |

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

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an

environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

| Date | Description | Date |
|------|-----------------------|------|
| | Class IIc CE Approved | |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|--|------------------|----------------------------------|----------|-------------|---------------------|
| Bus Associated Transit Improvements (119-00) | 11.91.05 | ENG/DESIGN PED ACCESS / WALKWAYS | 1 | \$40,000.00 | \$50,000.00 |

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By guanying.lei@dot.gov

| | |
|----------------|---|
| Comment Type | Line Item Review |
| Date | 9/10/2018 |
| Project Title | FY 2017 and FY 2018 Enhanced Mobility for Senior and Individuals with Disabilities Projects |
| Project Number | NC-2018-069-01-00 |
| | (With Respect to Line Item: 11.93.05) |
| Comment | Please add useful life in the EBD for the sidewalk to be constructed. |

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

**GRANT AGREEMENT
(FTA G-24, October 1, 2017)**

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

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

- (1) "Federal Transit Administration Master Agreement," FTA MA(24), October 1, 2017, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

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

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

FTA AWARD

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

Recipient Information

Recipient Name: Fayetteville, City Of

Recipient ID: 1112

DUNS No: 040031700

Award Information

Federal Award Identification Number: NC-2018-069-00

Award Name: Sec 5310 Funds - 2017-18; Elderly & Disabled; Fayetteville, NC

Award Start Date: 9/13/2018

Award End Date: 3/30/2022

Award Executive Summary: This grant requests the use of \$418,180 Section 5310 funds apportioned in 2016 (potentially lapsing - \$188,003) and 2017 Section 5310 Enhanced Mobility for Senior and Individuals with Disabilities grant funding to be used for purchase of service from a privately owned transportation provider (capital expense) for non-medical transportation (work, school, shopping) for elderly and disabled residents in urban areas of Cumberland County not served by Fayetteville Area System of Transit (FAST) and to construct accessible pathways and sidewalks to improve access and to support the

extension of fixed route bus services in Fayetteville and Cumberland County.

Traditional Sec. 5310 projects include the direct purchase of service from a privately owned transportation provider (capital expense) for non-medical transportation (work, school, shopping) for elderly and disabled residents of urban areas of Cumberland County not served by Fayetteville Area System of Transit (FAST) for fiscal years 2017 and 2018. This project is a joint-venture between the Mid-Carolina Council of Governments, a public non-profit organization and designated Areawide Aging Agency, and the Cumberland County Community Transportation Program (CTP). The 2013 Cumberland County Coordinated Human Services Public Transportation Plan addresses a high priority need for more non-medical services for the elderly and disabled. These services will be provided to elderly and disabled populations who live in the urbanized area and not served by the City of Fayetteville's FASTTRAC! complementary paratransit or fixed route services. It is projected approximately 12,000 trips will be provided through this program. Local match for this project will be provided by through the NCDOT EDTAP program and other local funding provided by Cumberland County.

Other projects include engineering and design for sidewalk/bus stop projects along transit routes in the Town of Spring Lake and for accessible bus stops and sidewalks on an existing route in Fayetteville along Plymouth Avenue between Sapona Road and Clinton Road. No project funds will be used for property acquisition. Project improvements will generally occur within existing city-owned or state-owned rights-of-way, although some encroachments or easements may be required for areas immediately adjacent to the State's right of way in order to meet state highway pedestrian safety standards.

The City of Fayetteville will administer these projects and ensure compliance, including compliance by its subrecipients.

These projects were selected by competitive processes conducted by the Fayetteville Area Metropolitan Planning Organization (FAMPO) in accordance with the approved Program Management Plan. The Section 5310 Program Management Plan (PMP) was approved on August 11, 2015. Sub-recipients will be the Mid-Carolina Council of Governments (MCCOG) and the Town of Spring Lake, NC.

The attached Program of Projects details the projects selected by FAMPO for funding from call-for-projects conducted in 2017 and 2018. 76.5% of these federal funds will be used for Traditional Section 5310 projects (i.e., purchase of service) with 23.5% being used for other eligible projects that will enhance the accessibility to transit services for senior adults and persons with disabilities.

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

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

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

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

Award Budget

Total Award Budget: \$522,725.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$418,180.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$104,545.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$418,180.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$104,545.00

Award Budget Control Totals

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

| Funding Source | Section of Statute | CFDA Number | Amount |
|--|---------------------------|--------------------|------------------|
| 5310 - Mobility of Sr. & Indv. w/ Disabilities Formula | 5310-1A | 20513 | \$418,180 |
| Local | | | \$104,545 |
| Local/In-Kind | | | \$0 |
| State | | | \$0 |
| State/In-Kind | | | \$0 |
| Other Federal | | | \$0 |
| Transportation Development Credit | | | \$0 |
| Total Eligible Cost | | | \$522,725 |

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

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

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

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

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
dudley.whyte@dot.gov
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: dudley.whyte@dot.gov
Award Date: 9/13/2018

EXECUTION OF THE GRANT AGREEMENT

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

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

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

Executed By:
Randy Hume
Transit Director
Fayetteville, City Of
9/19/2018

City of Fayetteville

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

City Council Action Memo

File Number: 18-524

Agenda Date: 11/26/2018

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 6.06

TO: Mayor and Members of City Council

THRU: Barbara Hill, Interim Assistant City Manager

FROM: Randy Hume, Transit Director
Tracey Broyles, Budget and Evaluation Director

DATE: November 26, 2018

RE:

Adoption of Capital Project Ordinance Amendment 2019-22 (2016 Transit Capital Grant NC-2016-021) for a Federal Transit Administration Grant Award for the Purchase of 2 Buses

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 4: Desirable Place to Live, Work and Recreate

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

Executive Summary:

Capital Project Ordinance Amendment (CPOA) 2019-22 will appropriate \$260,000 for the purchase of two small buses to replace buses that have exceeded their planned useful lives. The Federal Transit Administration (FTA) will provide 85% funding through a \$221,000 grant, with the local match being funded by a \$39,000 transfer from the Transit Operating Fund.

Background:

The City of Fayetteville is the Designated Recipient for federal transit grant funds apportioned to the Fayetteville urbanized area. The City and Fayetteville Area System of Transit (FAST) receive an annual formula apportionment from the FTA's Bus and Bus Facilities grant program. As the annual apportionment from this program for Fayetteville

is limited, FAST must accumulate multiple years of apportionments to have sufficient funding to purchase buses. Apportionments are available for obligation by executing a grant contract within three (3) years from the year of apportionment.

As FAST was preparing its grant application, the FTA determined that the grant obligation could be expedited by amending the City's most recent Bus and Bus Facilities grant (NC-2016-021), as opposed to awarding a new grant. Staff submitted the amendment and FTA approved it on September 13, 2018. The grant amendment provides \$260,000 for the purchase of two (2) low-floor light transit vehicles for use on fixed route services, which are in addition to the two (2) full size buses in the original grant award.

The original grant was appropriated on September 12, 2016 by Capital Project Ordinance 2017-13. CPOA 2019-22 will appropriate the \$221,000 federal grant funds and \$39,000 in local matching funds, which will be transferred from the Transit Operating Fund. Staff has also applied for NCDOT grant matching funds in the amount of \$18,200 which could be used to reimburse a portion of the Transit Operating Fund transfer if approved.

Issues/Analysis:

The appropriation of this grant amendment was delayed pending appropriation of designated funding from the FY 2018 budget for use in FY 2019 for the grant match.

Budget Impact:

The local match for this grant was included in the fiscal year 2018 Transit Operating Fund budget, and was re-appropriated by Council at the November 13, 2018 meeting.

Options:

- 1) Adopt Capital Project Ordinance Amendment 2019-22
- 2) Do not adopt Capital Project Ordinance Amendment 2019-22 and provide further direction to staff.

Recommended Action:

Staff recommends that Council move to adopt Capital Project Ordinance Amendment 2019-22 as presented.

Attachments:

Capital Project Ordinance Amendment 2019-22
Federal Transit Administration Grant 2016-021 Grant Amendment

**CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE 2019-22 (CPO 2017-13)**

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

Section 1. The project change authorized is to Capital Project Ordinance 2017-13, adopted September 12, 2016, as amended, for the purchase of two expansion 35 foot buses and two small replacement buses as funded by Transit Capital Grant NC-2016-021-00.

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 |
|---|-------------------|-------------------|---------------------|
| Federal Transit Administration | \$ 714,000 | 221,000 | \$ 935,000 |
| North Carolina Department of Transportation | 29,400 | - | 29,400 |
| Local Match - Transit Operating Fund Transfer | 126,000 | 39,000 | 165,000 |
| | <u>\$ 869,400</u> | <u>\$ 260,000</u> | <u>\$ 1,129,400</u> |

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

| | | | |
|------------------------------------|-------------------|-------------------|---------------------|
| Project Expenditures | \$ 840,000 | 260,000 | \$ 1,100,000 |
| Transfer to Transit Operating Fund | 29,400 | - | \$ 29,400 |
| | <u>\$ 869,400</u> | <u>\$ 260,000</u> | <u>\$ 1,129,400</u> |

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

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

Adopted this 26th day of November, 2018.

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

| | |
|---|-----------------------------|
| Federal Award Identification Number (FAIN) | NC-2016-021-01 |
| Temporary Application Number | 1112-2016-2 |
| Award Name | Bus and Bus Facilities 2016 |
| Award Status | Active (Executed) |
| Award Budget Number | 0 |

Part 1: Recipient Information

Name: Fayetteville, City Of

| Recipient ID | Recipient OST Type | Recipient Alias | Recipient DUNS |
|---------------------|---------------------------|------------------------|-----------------------|
| 1112 | City | CITY OF FAYETTEVILLE | 040031700 |

| Location Type | Address | City | State | Zip |
|----------------------|----------------|--------------|--------------|------------|
| Headquarters | 433 HAY ST | FAYETTEVILLE | NC | 283015537 |
| Physical Address | 433 HAY ST | FAYETTEVILLE | NC | 28301 |
| Mailing Address | 433 HAY STREET | FAYETTEVILLE | NC | 28301 |

Union Information

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

Website

Part 2: Award Information

Title: Bus and Bus Facilities 2016

| FAIN | Award Status | Award Type | Date Created | Last Updated Date | From TEAM? |
|----------------|-------------------|------------|--------------|-------------------|------------|
| NC-2016-021-01 | Active (Executed) | Grant | 8/29/2018 | 8/29/2018 | No |

Award Start Date

8/15/2016

Award End Date

3/30/2021

Award Executive Summary

Amendment #1 The amendment will allow for the obligation of \$159,113 in potentially lapsing (2015) and \$61,887 (2016) Section 5339 Bus and Bus Facilities funding to purchase two less than 30 ft low-floor buses for use on FAST's fixed route bus service. These buses will replace existing high-floor small buses or light transit vehicles that have exceeded their estimated useful lives/mileage.

Original Request:

The grant requests the use of \$714,000 of Section 5339 Bus and Bus Facilities Program formula apportionments for 2013 (\$283,624), for 2014 (\$292,624) and a portion of 2015 (\$137,752).

The overall period of performance is May 16, 2016 through November 30, 2017. A Program of Projects is attached.

This grant does not include funding for research and development activities. The City will not apply its Indirect Cost Rate to this project.

FTA Certifications and Assurances for 2016 were reviewed and signed by the Fayetteville City Attorney, Karen M. McDonald and Transit Director, Randy Hume. Mr. Hume has been authorized to PIIN the City's agreement in TrAMS. (See attached Certifications and Assurances signature form and delegation).

The City of Fayetteville is the Designated Recipient for FTA Section 5307 and therefore also Section 5339 funds for the Fayetteville, NC urbanized area. See attached designation and FTA acknowledgement.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

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

This award does not include research and development activities.

Pre-Award Authority

This award is not using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?

Yes, this Grant will use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

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

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Point of Contact Information

| First Name | Last Name | Title | E-mail Address | Phone |
|------------|----------------------|-------------------|--------------------|--------------|
| | john.crocker@dot.gov | Community Planner | | |
| | guanying.lei@dot.gov | General Engineer | | |
| Randy | Hume | Transit Director | rhume@ci.fay.nc.us | 910-433-1011 |

Award Budget Control Totals

| Funding Source | Section of Statute | CFDA Number | Amount |
|--|--------------------|-------------|--------------------|
| 49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd) | 5339-1 | 20526 | \$935,000 |
| Local | | | \$135,600 |
| Local/In-Kind | | | \$0 |
| State | | | \$29,400 |
| State/In-Kind | | | \$0 |
| Other Federal | | | \$0 |
| Transportation Development Credit | | | \$0 |
| Total Eligible Cost | | | \$1,100,000 |

Award Budget

| Project Number | Budget Item | FTA Amount | Non-FTA Amount | Total Eligible Amount | Quantity |
|----------------|-------------|------------|----------------|-----------------------|----------|
|----------------|-------------|------------|----------------|-----------------------|----------|

| | | | | | | | |
|-------------------|--------------------|-----------------------------|--|--------------|--------------|----------------|---|
| NC-2016-021-01-01 | 111-00 (111-A1) | BUS - ROLLING STOCK | | \$935,000.00 | \$165,000.00 | \$1,100,000.00 | 4 |
| NC-2016-021-01-01 | 11.12.04 | BUY REPLACEMENT | | \$221,000.00 | \$39,000.00 | \$260,000.00 | 2 |
| NC-2016-021-01-01 | 11.13.02 | BUY 35-FT BUS FOR EXPANSION | | \$714,000.00 | \$126,000.00 | \$840,000.00 | 2 |

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Sources of Federal Financial Assistance

| PO Number | Project Number | Scope Name | Scope Number | Scope Suffix | UZA Code | Area Name | Account Class Code | FP C | Description | Amendment Amount | Cumulative Amount |
|------------|-------------------|---------------------|--------------|--------------|----------|------------------|--------------------|------|--------------------------|------------------|-------------------|
| NC-34-0013 | NC-2016-021-01-01 | BUS - ROLLING STOCK | 111-00 (111) | A1 | 379630 | Fayetteville, NC | 2015.25.34.BF.2 | 00 | Bus Form - Formula Alloc | \$159,113 | \$296,865 |
| NC-34-0013 | NC-2016-021-01-01 | BUS - ROLLING STOCK | 111-00 (111) | A1 | 379630 | Fayetteville, NC | 2016.25.34.BF.2 | 00 | Bus Form - Formula Alloc | \$61,887 | \$61,887 |
| NC-34-0013 | NC-2016-021-01-01 | BUS - ROLLING STOCK | 111-00 (111) | A1 | 379630 | Fayetteville, NC | 2014.25.34.BF.2 | 00 | Bus Form - Formula Alloc | \$0 | \$292,624 |
| NC-34-0013 | NC-2016-021-01-01 | BUS - ROLLING STOCK | 111-00 (111) | A1 | 379630 | Fayetteville, NC | 2013.25.34.BF.2 | 00 | Bus Form - Formula Alloc | \$0 | \$283,624 |

Part 3: Project Information

Project Title: Sec 5339 - 2016 Bus Capital

| Project Number | Temporary Project Number | Date Created | Start Date | End Date |
|-------------------|--------------------------|--------------|------------|-----------|
| NC-2016-021-01-01 | 1112-2016-2-P1 | 8/29/2018 | 5/16/2016 | 8/30/2019 |

Project Description

This project will use 2013, 2104 and a portion of 2015 Section 5339 urbanized area apportionments for the purchase of two (2) expansion 35 foot buses to support increased fixed route services provided in the Fayetteville, NC area.

Project Benefits

This project will allow FAST to add new routes to its fixed route bus network to make public transit more accessible to residents and visitors.

Additional Information

None provided.

Location Description

Buses will be used in Fayetteville, NC and the FAST service area.

Project Location (Urbanized Areas)

| UZA Code | Area Name |
|----------|------------------|
| 370000 | North Carolina |
| 379630 | Fayetteville, NC |

Congressional District Information

| State | District | Representative |
|----------------|----------|-----------------|
| North Carolina | 2 | Renee L Ellmers |
| North Carolina | 4 | David E Price |
| North Carolina | 8 | Richard Hudson |

Project Control Totals

| Funding Source | Section of Statute | CFDA Number | Amount |
|--|--------------------|-------------|--------------------|
| 49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd) | 5339-1 | 20526 | \$935,000 |
| Local | | | \$135,600 |
| Local/In-Kind | | | \$0 |
| State | | | \$29,400 |
| State/In-Kind | | | \$0 |
| Other Federal | | | \$0 |
| Transportation Development Credit | | | \$0 |
| Total Eligible Cost | | | \$1,100,000 |

Project Budget

| Project Number | Budget Item | FTA Amount | Non-FTA Amount | Total Eligible Amount | Quantity |
|-------------------|--------------------------------------|--------------|----------------|-----------------------|----------|
| NC-2016-021-01-01 | 111-00 (111-A1) BUS - ROLLING STOCK | \$935,000.00 | \$165,000.00 | \$1,100,000.00 | 4 |
| NC-2016-021-01-01 | 11.12.04 BUY REPLACEMENT | \$221,000.00 | \$39,000.00 | \$260,000.00 | 2 |
| NC-2016-021-01-01 | 11.13.02 BUY 35-FT BUS FOR EXPANSION | \$714,000.00 | \$126,000.00 | \$840,000.00 | 2 |

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.04 - BUY REPLACEMENT

| Scope Name / Code | Line Item # | Line Item Name | Activity | Quantity |
|------------------------------|-------------|-----------------|--------------------------------|----------|
| BUS - ROLLING STOCK (111-00) | 11.12.04 | BUY REPLACEMENT | BUY REPLACEMENTS - CAPITAL BUS | 2 |

Extended Budget Description

Purchase two (2) low-floor light transit vehicles. Estimated useful life is 5 years or 150,000 miles

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

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

| Propulsion | Fuel Type | Vehicle Condition | Vehicle Size (ft.) |
|------------|-----------|-------------------|--------------------|
| N/A | Gasoline | New | 28 ft |

| Funding Source | Section of Statute | CFDA Number | Amount |
|--|--------------------|-------------|------------------|
| 49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd) | 5339-1 | 20526 | \$221,000 |
| Local | | | \$39,000 |
| Local/In-Kind | | | \$0 |
| State | | | \$0 |
| State/In-Kind | | | \$0 |
| Other Federal | | | \$0 |
| Transportation Development Credit | | | \$0 |
| Total Eligible Cost | | | \$260,000 |

| Milestone Name | Est. Completion Date | Description |
|--------------------------|----------------------|------------------------|
| RFP/IFB Issue Date | 9/28/2018 | Issue RFP for Vehicles |
| Contract Award Date | 1/28/2019 | Award vehicle contract |
| Initial Delivery Date | 7/1/2019 | First bus delivered |
| Final Delivery Date | 7/1/2019 | Last bus delivered |
| Contract Completion Date | 8/30/2019 | Final payment |

Budget Activity Line Item: 11.13.02 - BUY 35-FT BUS FOR EXPANSION

| Scope Name / Code | Line Item # | Line Item Name | Activity | Quantity |
|------------------------------|-------------|-----------------------------|-----------------------------|----------|
| BUS - ROLLING STOCK (111-00) | 11.13.02 | BUY 35-FT BUS FOR EXPANSION | BUY EXPANSION - CAPITOL BUS | 2 |

Extended Budget Description

Purchase two (2) 35 ft low-floor buses for fixed route expansion.

Estimated useful life is 12 years or 500,000 miles

These buses will be funded at 85% Federal/15% Local-State - the buses are ADA accessible.

Rolling stock status report is attached.

These buses are for fleet expansion therefore no other buses will be retired as the result of this project.

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

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

| Propulsion | Fuel Type | Vehicle Condition | Vehicle Size (ft.) |
|------------|---------------------------|-------------------|--------------------|
| N/A | Diesel (Particulate Trap) | New | 35 foot |

| Funding Source | Section of Statute | CFDA Number | Amount |
|--|--------------------|-------------|------------------|
| 49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd) | 5339-1 | 20526 | \$714,000 |
| Local | | | \$96,600 |
| Local/In-Kind | | | \$0 |
| State | | | \$29,400 |
| State/In-Kind | | | \$0 |
| Other Federal | | | \$0 |
| Transportation Development Credit | | | \$0 |
| Total Eligible Cost | | | \$840,000 |

| Milestone Name | Est. Completion Date | Description |
|--------------------|----------------------|--|
| RFP/IFB Issue Date | 5/16/2016 | Purchase two (2) 35 foot buses for fixed route service expansion |

| | | |
|---------------------------|------------|--|
| Contract Award Date | 9/26/2016 | |
| Delivery Date - Last Bus | 10/10/2017 | |
| Contract Completion Date | 11/30/2017 | |
| Delivery Date - First Bus | 9/30/2017 | |

Project Environmental Findings

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

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

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

| Date | Description | Date |
|------|-----------------------|-----------|
| | Class IIc CE Approved | 8/29/2018 |

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments

No. Year Make/Model Type

402 2009 25' FORD E-450 Lift LTV 18 Passenger (to be replaced)

408 2011 28' FORD F-550 Lift LTV 18 Passenger (to be replaced)

410 2014 28' FORD F-550 Lift LTV 18 Passenger

431 2017 28' FORD F-550 Lift LTV 21-Pass

432 2017 28' FORD F-550 Lift LTV 21-Pass

672 1999 35' NOVA BUS RTS 35 Passenger Lift

680 1999 35' NOVA BUS RTS 35 Passenger Lift

700 2008 35' GILLIG BUS LF 32 Passenger Ramp

701 2008 35' GILLIG BUS LF 32 Passenger Ramp

702 2008 35' GILLIG BUS LF 32 Passenger Ramp

703 2008 35' GILLIG BUS LF 32 Passenger Ramp

704 2008 35' GILLIG BUS LF 32 Passenger Ramp
 705 2009 35' GILLIG BUS LF 32 Passenger Ramp
 706 2009 35' GILLIG BUS LF 32 Passenger Ramp
 707 2009 35' GILLIG BUS LF 32 Passenger Ramp
 708 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
 709 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
 710 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
 711 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
 712 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
 713 2012 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
 714 2012 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
 715 2012 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
 716 2014 35' GILLIG BUS LF 32 Passenger Ramp
 717 2014 35' GILLIG BUS LF 32 Passenger Ramp
 718 2014 35' GILLIG BUS LF 32 Passenger Ramp
 728 2003 40' NABI Bus 39-Pass 39 Passenger - Lift
 733 2003 40' NABI Bus 39-Pass 39 Passenger - Lift

Attached Rolling Stock Status Report

| | | Current Value |
|------|-----------------------------|---------------|
| I. | Active Fleet | |
| | A. Peak Requirement | 23 |
| | B. Spares | 6 |
| | C. Total (A+B) | 29 |
| | D. Spare Ratio (B/A) | 26.09% |
| II. | Inactive Fleet | |
| | A. Other | 0 |
| | B. Pending Disposal | 0 |
| | C. Total (A+B) | 0 |
| III. | Total (I.C and II.C) | 29 |

Fleet Type: Paratransit

Fleet Comments

No Year Make/Model Type

412 2013 22' Ford E-350 Lift LTV 14-Pass
 413 2013 22' Ford E-350 Lift LTV 14-Pass
 414 2013 22' Ford E-350 Lift LTV 14-Pass
 416 2013 22' Ford E-350 Lift LTV 14-Pass
 417 2013 22' Ford E-350 Lift LTV 14-Pass
 418 2013 22' Ford E-350 Lift LTV 14-Pass
 419 2013 20' Ford E-350 Lift LTV 10-Pass
 420 2013 20' Ford E-350 Lift LTV 10-Pass
 421 2015 20' Ford E-350 Lift LTV 10-Pass
 422 2015 22' Ford E-350 Lift LTV 14-Pass
 423 2017 22' Ford E-350 Lift LTV 14-Pass
 424 2017 22' Ford E-350 Lift LTV 14-Pass
 425 2017 22' Ford E-350 Lift LTV 14-Pass
 426 2017 22' Ford E-350 Lift LTV 14-Pass

427 2017 25' Ford E-450 Lift LTV 18-Pass
428 2017 25' Ford E-450 Lift LTV 18-Pass
429 2017 25' Ford E-450 Lift LTV 18-Pass
430 2017 25' Ford E-450 Lift LTV 18-Pass

Attached Rolling Stock Status Report

| | | Current Value |
|------|-----------------------------|---------------|
| I. | Active Fleet | |
| | A. Peak Requirement | 15 |
| | B. Spares | 3 |
| | C. Total (A+B) | 18 |
| | D. Spare Ratio (B/A) | 20% |
| II. | Inactive Fleet | |
| | A. Other | 0 |
| | B. Pending Disposal | 0 |
| | C. Total (A+B) | 0 |
| III. | Total (I.C and II.C) | 18 |

Part 5: FTA Review Comments

There are no review comments to display at this time.

Part 6: Agreement

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

**GRANT AGREEMENT
(FTA G-24, October 1, 2017)**

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

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

- (1) "Federal Transit Administration Master Agreement," FTA MA(24), October 1, 2017, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR

THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

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

FTA AWARD

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

Recipient Information

Recipient Name: Fayetteville, City Of

Recipient ID: 1112

DUNS No: 040031700

Award Information

Federal Award Identification Number: NC-2016-021-01

Award Name: Bus and Bus Facilities 2016

Award Start Date: 8/15/2016

Award End Date: 3/30/2021

Award Executive Summary: Amendment #1 The amendment will allow for the obligation of \$159,113 in potentially lapsing (2015) and \$61,887 (2016) Section 5339 Bus and Bus Facilities funding to purchase two less than 30 ft low-floor buses for use on FAST's fixed route bus service. These buses will replace existing high-floor small buses or light transit vehicles that have exceeded their estimated useful lives/mileage.

Original Request:

The grant requests the use of \$714,000 of Section 5339 Bus and Bus Facilities Program formula apportionments for 2013 (\$283,624), for 2014 (\$292,624) and a portion of 2015 (\$137,752).

The overall period of performance is May 16, 2016 through November 30, 2017. A Program of Projects is attached.

This grant does not include funding for research and development activities. The City will not apply its Indirect Cost Rate to this project.

FTA Certifications and Assurances for 2016 were reviewed and signed by the Fayetteville City Attorney, Karen M. McDonald and Transit Director, Randy Hume. Mr. Hume as been authorized to PIIN the City's agreement in TrAMS. (See attached Certifications and Assurances signature form and delegation).

The City of Fayetteville is the Designated Recipient for FTA Section 5307 and therefore also Section 5339 funds for the Fayetteville, NC urbanized area. See attached designation and FTA acknowledgement.

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

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

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is not using Pre-Award Authority.

Award Budget

Total Award Budget: \$1,100,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$221,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$39,000.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$935,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$165,000.00

Award Budget Control Totals

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

| Funding Source | Section of Statute | CFDA Number | Amount |
|--|---------------------------|--------------------|--------------------|
| 49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd) | 5339-1 | 20526 | \$935,000 |
| Local | | | \$135,600 |
| Local/In-Kind | | | \$0 |
| State | | | \$29,400 |
| State/In-Kind | | | \$0 |
| Other Federal | | | \$0 |
| Transportation Development Credit | | | \$0 |
| Total Eligible Cost | | | \$1,100,000 |

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

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

Review Decision: DOL Concurs - Certified
Original Certification Date: 9/5/2018

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

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

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
yvette.taylor@dot.gov
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: yvette.taylor@dot.gov
Award Date: 9/5/2018

EXECUTION OF THE GRANT AGREEMENT

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

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

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

Executed By:
Randy Hume
Transit Director
Fayetteville, City Of
9/5/2018

City of Fayetteville

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

City Council Action Memo

File Number: 18-549

Agenda Date: 11/26/2018

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 6.07

TO: Mayor and Members of City Council

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

FROM: Kristoff Bauer, Deputy City Manager

DATE: November 26, 2018

RE:

**Fleet Maintenance Vendor Contract Award and Adoption of Budget Ordinance
Amendment 2019-8 to Re-establish the City's Fleet Maintenance Internal Service
Fund and Appropriate Funds for Projected Fiscal Year 2019 Expenditures**

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 5: Sustainable Organizational Capacity

Executive Summary:

On May 10, 2017, the City received a letter from PWC stating their intent to terminate the existing fleet maintenance agreement effective June 30, 2018. This deadline was subsequently extended to June 30, 2019. The City's efforts to find a replacement service provider have culminated in two "last, best, and final" proposals from well qualified vendors. Council action is needed to authorize the execution of a service contract with the recommended vendor (Vector) and to adopt Budget Ordinance Amendment 2019-8 to re-establish the City's Fleet Maintenance Internal Service Fund and appropriate \$300,000 to support start-up costs in Fiscal Year 2019.

Background:

The City of Fayetteville and PWC are currently operating under the original 2005 Fleet Services Agreement which is outdated and does not reflect how both parties currently operate and is not consistent with the requirements of the revised charter.

At the May 10, 2017, PWC Commission meeting, the Commissioners requested that City

Council make a decision in regard to its intent to continue to participate in fleet maintenance services through PWC in response to a proposal developed by PWC staff to invest in significant capital improvements to the existing maintenance facility. Without a firm commitment from the City, PWC was unable to obligate resources for that expansion. The Commissioners voted unanimously, pursuant to Section 4 of the May 31, 2005, Fleet Services Agreement, to notify the City of their intent to terminate the agreement effective June 30, 2018. A letter from former PWC Chairwoman Shaw to former Mayor Nat Robertson was sent on May 10, 2017.

In July 2017, the Fleet Maintenance Committee was established, with Council Member (CM) Arp serving as Chair, and including CM Crisp, CM Mohn, and PWC Commissioners Fowler and Rogers, along with staff members from the City Manager's Office, PWC, Budget, Finance and Purchasing. The Committee discussed future options for fleet maintenance and guided the development of a Request for Information and subsequent Request for Proposals.

The eight proposals initially received were narrowed down to two highly qualified firms through a thorough vetting process that included reference checks, interviews, and site visits. These two firms were provided the opportunity to submit "last, best, and final" proposals based on specific contract terms. Both vendors were provided the opportunity to complete pricing terms of the service contract and then execute the completed agreement. These responses and executed agreements are attached.

Issues/Analysis:

The City now has the opportunity to decide which of the two alternative vendor contracts to execute. Other than pricing and the name of the vendor, these contracts are the same. The price difference is discussed in the attached memorandum and summarized in the table below:

| <u>Vendor</u> | <u>Vector</u> | <u>First Vehicle</u> | <u>Difference</u> |
|--|----------------|----------------------|-------------------|
| Total Fixed Target Cost (FY20) | \$2,399,322.09 | \$3,446,960.58 | \$1,047,638.49 |
| Non-Target Labor Rate (Outside Normal Daytime Business Hours) | \$ 44.85 | \$ 55.00 | \$ 10.15 |
| Non-Target Parts Markup | 5% | 8% | 3% |
| Subcontractor Markup | 1.5% | 5% | 3.5% |

Based on the pricing information, staff's recommendation is to select Vector as the fleet vendor. The contract requires service to be provided starting on July 1, 2019. This transition will require significant work on the part of both Vector and the City in order to prepare the service location, install equipment, acquire initial inventory, and secure and train personnel. Council's authorization to award will provide seven months to accomplish this work.

For the current fiscal year, staff estimates a funding need of \$300,000 for the Fleet Maintenance Internal Service Fund. The budget needs to include one-time start up expenditures of approximately \$170,000 for up-fit of the facility, furniture and equipment purchases, and recruitment of the City's fleet manager. These expenditures include software and equipment costs for the City's fuel site as we transition from shared administration with the PWC. The \$130,000 balance of the funding supports recurring expenditures including: lease costs for the Pepsi Lane facility beginning in January 2019; maintenance and utility costs for the facility; salary and benefit costs for the fleet manager for approximately four months; and other operating expenditures.

Budget Impact:

The source of funding for the Fleet Maintenance Internal Service Fund will be cost allocations to the other operating funds. For the Fiscal Year 2019 start-up expenditures, preliminary plans are for the cost allocations to be completed at year-end based upon each department's share of total PWC fleet maintenance expenditures for the current fiscal year. Based upon a preliminary review of current fleet maintenance budget appropriations, it is expected that the current appropriations will be sufficient to accommodate these start up expenditures as well as the PWC fleet maintenance charges.

Options:

- Approve Budget Ordinance Amendment 2019-8 and authorize the City Manager to execute the service contract with Vector.
- Approve Budget Ordinance Amendment 2019-8 and authorize the City Manager to execute the contract with First Vehicle.
- Direct staff to respond to specific questions and bring the item back for consideration during the December 10, 2018 Council meeting.

Recommended Action:

Staff recommends that Council move to adopt Budget Ordinance Amendment 2019-8 and authorize the City Manager to execute a service contract with Vector for fleet management services.

Attachments:

Best & Final Analysis and Attachments
Budget Ordinance Amendment 2019-8



City Manager's Office

To: Council Fleet Subcommittee

CC: David Trego, PWC General Manager

From: Kristoff Bauer, Deputy City Manager

Date: November 15, 2018

Re: Fleet Services – Best and Final Responses

The two vendors under consideration submitted their “Best and Final” response on Friday, November 9. Both are attached. The differences are dramatic and summarized in the following table:

The service contract is built on the “Target Fleet” contract model that provides an annual fixed price for all maintenance activities for vehicles and

| Vendor | Vector | First Vehicle | Difference |
|---|-----------------|-----------------|-----------------|
| Total Fixed Target Cost FY20 | \$ 2,399,322.09 | \$ 3,446,960.58 | \$ 1,047,638.49 |
| Non-Target Labor Rate Outside Normal Daytime Business Hours | \$ 44.85 | \$ 55.00 | \$ 10.15 |
| Non-Target Park Markup | 5% | 8% | 3% |
| Subcontractor Markup | 1.5% | 5% | 3.5% |

equipment that fall within industry defined age or use standards. Currently there are 437 units out of the City's 1,289 total units that are in “Target.” That's about 34%. Non-Target vehicles repaired or receiving other maintenance activities during normal daytime business hours are only charged for parts. Non-Target units that have to be repaired outside that time are charged a labor rate and parts.

Vector is over \$1 million less expensive for the fixed Target cost and \$10.15 per hour less expensive in the Non-Target labor rate. Vector's markup percentages are also significantly less. There are other differences. The penalties that Vector has proposed for failure to meet established performance standards, for example, are significantly higher than those offered by First Vehicle.

Staff's due diligence on both firms found that they each has a track record of successful performance for similar clients. Based on the price difference, however, staff would recommend that Vector be awarded this service contract. Staff is proposing to place this contract and recommendation before the Council for consideration during the Regular Meeting of November 26. Please let me know at the earliest opportunity if the Committee has questions or would prefer a different process.



9300 Harris Corners Parkway,
Ste. 350
Charlotte, NC 28269

2018

City of Fayetteville, North Carolina
Fleet Maintenance and Management Services
Best and Final Offer November 06, 2018

Aubrey Felton

Vice President of Sales

704-597-2262

afelton@vectorfleet.com

Vector Fleet Management, LLC

11/06/2018

Best and Final Offer

November 6, 2018

Kimberly Toon - Purchasing Manager
City of Fayetteville, North Carolina
433 Hay Street
Fayetteville, NC 28301

Subject: Fleet Management and Maintenance Best and Final Offer

Dear Ms. Toon;

The attached proposal is submitted by Vector Fleet Management, LLC, in response to the City of Fayetteville, State of North Carolina Request for Proposal – Best and Final Offer. All terms and conditions of the RFP and subsequent Best and Final Request have been acknowledged by the undersigned, an authorized binding representative of Vector Fleet Management, LLC.

Included please find:

- Signed Contract
- Completed Best and Final Offer for Exhibit “D” – Target Cost Commitment
- Completed Best and Final Offer for Exhibit “E” – Performance Standards
- Completed Best and Final Offer for Exhibit “H” – Equipment, Fixtures, Tools
- Signed Addendum # 1: RFP – Fleet Maintenance and Management Services Best and Final Offer

Vector Fleet believes that we are the right company at the right time for the City of Fayetteville. In business for over 30 years, Vector Fleet is one of the benchmark companies providing dedicated fleet maintenance services in the United States. VFM maintains in excess of \$2.7 billion in customer assets every day in locations across the United States. This includes fleets ranging in size from 80 to more than 3300+ units, ranging from police vehicles and pick-ups, class 5-8 truck configurations, including refuse and fire vehicles and up to the largest off road equipment, such as loaders, graders and dozers. Our customers include municipalities, county governments and commercial organizations. From private industrial contracts to county and municipal contracts, Vector Fleet has demonstrated the capability to perform all tasks presented in the Request for Proposal for the City of Fayetteville.

After exhaustive research into the City fleet we have built our Best and Final Pricing Proposal around these key points;

- We will staff 7 management and supervision positions including Site Manager, Shop Supervisor, Parts Manager, (2) Parts Clerks, Office Manager, and Office Clerk.
- **We will staff 20 full-time technicians to cover both shifts, with the understanding all Non-Target labor performed on the day-shift will not be charged to the City as it is included in the fixed Target cost. We feel this is a distinct advantage of our approach to maintaining the City fleet over any other competitor. Our workload model clearly show the necessity for 20 technicians to cover the diverse make-up of the fleet.**
- Additional technicians will be brought in to service Non-target units on an as needed basis for both shifts at no additional Target cost to the City.

- We will staff the night shift with the qualified technicians to service the units the city requires be in service during daytime hours. Specifically, the heavy equipment and refuse departments will be scheduled for night shift servicing.
- We will provide a technician each morning for the Refuse department shift start to ensure a trouble-free daily pullout.
- We will staff a full-time mobile Emergency Vehicle Technician (EVT) to support all minor repairs and preventive maintenance inspections which can be completed at the stations.
- We will be providing extensive equipment and tooling to provide maximum efficiency and reduced fleet downtime.
- We have included substantial use of Local, Small and Disadvantaged Business Enterprise (LSDBE) Programs into our business plan.
- Our proposed and proven transition plan will have the fleet facility operational in a less than expected timeframe.

As a privately held American owned company based in Charlotte North Carolina, Vector Fleet, with its background and experience in Municipal contract management and oversight, coupled with our sterling safety credentials, adds real value to the contract management for the City of Fayetteville. We are able to provide a stable, focused approach to fleet management decisions, supported by financial security. Our corporate directives emphasize customer service, quality performance, and contract compliance. With an eye on continuous quality improvement, we constantly search for more cost-effective and responsive solutions. This philosophy is the foundation upon which this company was built, which proactively promotes win-win partnering with our clients.

Vector Fleet is a financially strong and stable partner for the City of Fayetteville. We take pride in meeting our obligations and maintaining a fiscally unblemished record. By doing this, our suppliers remain eager and responsive to our needs and by extension, the City's.

Vector Fleet actively supports the National Institute for Automotive Service Excellence (ASE) and the Emergency Vehicle Technician (EVT) certification programs.

The following attributes and features of our firm highlight why we are the ideal team to support the City of Fayetteville, and why we desire to do so:

- An understanding of the diverse administrative, technical, financial, and managerial requirements;
- The relevant experience, organic expertise, and full complement of resources to perform the scope of work;
- A local senior management team with consistent client involvement to ensure strategies and tactics are in alignment at all times;
- A reputation for sustained customer satisfaction and the ability to offer services at a price that represents the "best possible value" to the customer;
- A dynamic and proven effective, process-product approach to fleet maintenance;
- Respect for the City of Fayetteville's mission and a genuine desire to contribute to it;
- A well-established firm with sound business acumen and a solid financial posture;

- An attitude of stewardship for the facilities, environment and work entrusted to us;
- Pursuant to Section 6.6 of the contract VFM will provide industry expertise in the areas of unit acquisition, as well as unit prep and disposal, while coordinating with the third party auction company to insure the most residual value for the City.
- In-depth web-based technician training program, utilizing skills assessment modules to determine the training required for maximizing technician productivity.

Since the RFP posting in January 2018, Vector Fleet Management has been working closely with the City in providing options for the fleet maintenance. We developed the lease agreement and subsequent build-out specifications for the now intended Fleet Maintenance Facility at 131 Pepsi Lane.

In summary, Vector Fleet is committed to providing the highest quality service, on-time and at a realistic price. We have the qualifications, processes, structure, tools, staffing, and management insight to fulfill this pledge.

A comprehensive evaluation of our proposal will clearly demonstrate that Vector Fleet is "THE RIGHT CHOICE." We look forward to answering any questions that may arise. Please feel free to contact me or Alice Hicks, Business Development Manager, at (704) 728-5443.

Respectfully,



Authorized Signature

Vice President

Title

November 6, 2018

Date



Best and Final Offer for Exhibit “D” – Target Cost Commitment

Attachment D

| | Year 1 | Year 2 | Year 3 |
|---|----------------|----------------|----------------|
| | Target Cost | Target Cost | Target Cost |
| Parts | \$545,591.18 | \$556,503.00 | \$567,633.06 |
| Labor | \$1,317,981.35 | \$1,344,340.98 | \$1,371,227.80 |
| Overhead | \$271,824.56 | \$277,261.05 | \$282,806.27 |
| Administrative | \$143,959.00 | \$146,838.18 | \$149,774.94 |
| Management | \$119,966.00 | \$122,365.32 | \$124,812.63 |
| Total | \$2,399,322.09 | \$2,447,308.54 | \$2,496,254.71 |
| Non-Target Cost | | | |
| Hourly Rate (only applies outside normal daytime business hours for Non-Target repairs) | | 44.85 | |
| Part Markup - Non-Target ONLY | | 5% | |
| Contractor's Markup | | N/A | |
| Subcontracted Service Markup - Non-Target | | 1.50% | |

Best and Final Offer for Exhibit “E” – Performance Standards

| | | | |
|---|--|-----------------|------------------------|
| Attachment E | | | |
| Daily Fleet Availability Standards | Unit Class | Standard | Monthly Penalty |
| | Cars and light-duty trucks | ≥ 95% | \$592.39 |
| | Law Enforcement Vehicles | ≥ 95% | \$592.39 |
| | Special Transportation Vans | ≥ 88% | \$592.39 |
| | Medium and Heavy Trucks | ≥ 90% | \$592.39 |
| Monthly Downtime | | | |
| | Police & Emergency Vehicles | ≤ 5% | \$710.87 |
| | Light Duty Vehicles | ≤ 4% | \$710.87 |
| | Medium & Heavy Duty Vehicles | ≤ 3% | \$710.87 |
| PM Turnaround | | | |
| | Units for which there is an identified Scheduled Operation Time - % of PM services completed without Downtime | ≥ 95% | \$355.43 |
| | Units without identified Scheduled Operation Time - % of PM Services completed within 24hrs of vehicle delivery | ≥ 90% | \$355.43 |
| | Police Patrol vehicles scheduled for a 30 min. PM - % completed within 35 min. of appointment time (units dropped off late excluded) | ≥ 85% | \$355.43 |
| PM Compliance | | | |
| | % of PM Services completed within 10 days of established schedule | ≥ 95% | \$473.91 |
| Rework | | | |
| | % of work orders requiring Rework | < 1% | \$296.19 |

Best and Final Offer for Exhibit “H” – Equipment, Fixtures, Tools

| Equipment | Fixtures | Tools |
|---|-----------------------------------|---|
| Chevrolet Silverado Pickup | Mechanics Work Stations (3) | R134a A/C Recycler Machine (2) |
| 14' Box truck for Mobile Service | Mechanics Lockers (30) | 8" Bench Grinder (3) |
| 10HP 120 Gallon Shop Compressor (Shop-1) | Managers Office Furniture | 6" Bench Vise (8) |
| 10HP 120 Gallon Shop Compressor (Shop-2) | Admin Office Furniture | 10 Ton Tall Jack Stands Pin Style (6 PAIR) |
| Challenger 4 post lift (2) | Supervisors Office Furniture | 10 Ton Short Jack Stands Pin Style (6 PAIR) |
| Challenger Rolling Jacks (4) | Guest Chairs (9) | 10 Ton Hydraulic Porta Power |
| Challenger Air Kits (2) | Desk Chairs (6) | Dual Wheel Dolly (2) |
| Challenger Automotive lifts (6) | Guest Office Furniture (3) | 10 Ton Air End Lift (Bumper Jack) |
| Alemite HD Air Reels (38) | Waiting Area Furniture Chairs (6) | 14" Electric Chop Saw |
| 2,200 Ft Blue Alum Shop Airline | Breakroom Tables (3) | 11' Walk Up Platform Ladder |
| Shop Lube Carts w / Grease (4) | Breakroom Chairs (12) | 6/12V 200Amp Battery Charger |
| 20' Lockable Tire Rack | File Cabinets (6) | 6' Fiberglass Step Ladder (3) |
| Steel Mechanics Work Bench (16) | Flat Screen TV's 42 inch (3) | Air Hammer |
| Shop Air Hose (38) | Storage Cabinets (2) | 1 Ton Transmission Jack (2) |
| 275 Gallon bulk Storage Tanks (3) | Microwaves (2) | 22 Ton Air/Hydraulic Axle Jack (2) |
| 500 Gallon Waste Oil System | Refrigerators (2) | 2 Ton Cable Come Along |
| 4 Drum Secondary Spill Containment System | 18x36x84 Parts Storage racks (42) | 1" Dr. Air Impact Wrench (2) |
| Used Forklift | Conference Room Table 12 foot | 12PC. Locknut Axle Socket Set |
| Shop Fans (3) | Conference Room Chairs (10) | 6 Ton Jack Stands (4 Pair) |
| | 10 Camera Security System | 12 Ton Hydraulic Bottle Jack (3) |
| | | Oxygen/Acetylene Torch Kit |
| | | OXY/AC Cart |
| | | 3.5 Ton Hydraulic Floor Jack (4) |
| | | 10pc Impact Truck Service Socket Set |
| | | 1" Dr. 30MM Deep well Impact Socket |
| | | 20 Gallon Parts Washer |
| | | 16 Gallon Oil Drain w/ Air Evacuation |
| | | 252 Miller Shop Welder |
| | | 3/4" Dr. 600 Ft.Lb. Torque Wrench |
| | | HD Scan tool kit |
| | | Automotive Code Reader |
| | | Heavy Duty Battery Analyzer w/ Amp kit |
| | | Heavy Duty Load Tester |
| | | 500Amp Carbon Pile Load Tester |
| | | 18 Gallon Roll Around Oil Drain Upright |
| | | Complete Radiator Pressure Tester |
| | | Radiator Pressure Tester HD Adapter Set |
| | | Welding gloves |
| | | Torch goggles |
| | | Welding helmet LARGE LENS |
| | | Jump start |
| | | 2awg 20' battery cables |
| | | Drop cords |
| | | Drop lights |
| | | coolant drain pans |
| | | funnel's |
| | | Radiator fill jugs |
| | | Automotive Drain Pans (3) |
| | | Class 8 Drain Pans (2) |
| | | Diagnostics Laptop (2) |
| | | Scan Tool Setup (2) |
| | | Dodge Software |
| | | GM Software |
| | | Ford Software |
| | | HD Software and Scanner |
| | | Roll around Hoist |
| | | Roll around Shop Utility Carts |
| | | Automotive Tire Mounting Machine |
| | | Automotive Tire Balancer |
| | | Misc. Tire Tools |
| | | Misc. HD Truck Tire Tools |

CITY OF FAYETTEVILLE
FLEET MANAGEMENT AND MAINTENANCE CONTRACT
BEST AND FINAL OFFER

THIS AGREEMENT, made this ____ day of _____, by and between City of Fayetteville, (hereinafter referred to as "City"), and Vector Fleet Management, LLC, (hereinafter referred to as "Contractor");

WHEREAS, the City has a need to:

- Reduce overall fleet maintenance cost
- Improve vehicle and equipment availability
- Increase overall fleet operating efficiency with an effort to reduce capital expenditures for fleet assets, and
- Improve services offered to the City departments using fleet vehicles and equipment by bringing best practices to the total fleet function.

WHEREAS, the City requires a contractor to maintain its fleet, and whereas Contractor provides fleet maintenance services, NOW THEREFORE:

The City and Contractor, for the consideration stated herein, agree as follows:

1 DEFINITIONS

- 1.1 ABUSE - shall mean the damage or degradation of a vehicle resulting from deliberate actions or omission other than normal wear and tear of the user or use of a vehicle other than as intended or specified by the manufacturer. Abuse must be demonstrated by the Contractor to the Contracting Officer.
- 1.2 ADMINISTRATIVE COSTS - This cost reflects Contractor's corporate overhead expenses for general services such as payroll, accounts payable and receivable, human resources, employee benefits administration, IT support and other corporate services that support their operations under this Agreement.
- 1.3 CITY - Shall mean the City of Fayetteville, a municipal corporation organized and existing under the laws of the State of North Carolina, or its authorized and legal representative (the City Manager or a person he designates in writing).
- 1.4 CONTRACTING OFFICER - Shall mean the City Manager or the official designated by him/her to represent the City in connection with all work, responsibilities, and obligations under this Contract, including, but not limited to, coordination with the Contractor's representative regarding priority of repairs and maintenance and purchasing of equipment.
- 1.5 CONTRACTOR - Shall mean Vector Fleet Management or its authorized and legal representative.
- 1.6 DOWNTIME - Shall mean that time or percentage of time a Unit is unavailable for use by the City for any reason except: Accidents; Vandalism; Misuse, Abuse; or Acts of God. Downtime is calculated as follows:

The number of hours that a Unit is unavailable during that Unit's Scheduled Operation Time divided by that Unit's Scheduled Operation Time.



PURCHASING

November 5, 2018

MEMO TO: Prospective Firms
FROM: Kimberly Toon, Purchasing Manager
SUBJECT: **Addendum #1:** RFP – Fleet Maintenance and Management Services Best and Final Offer

| |
|--|
| DUE DATE AND TIME: November 7, 2018; 5:00 p.m. |
|--|

1. The RFP Documents are hereby modified per the attached Addendum #1 dated November 5, 2018. To include the following:
 - a. **Total units: 1,286**
 - b. **Fayetteville Fleet Inventory Target and Non-Target Spreadsheet attached**
2. The foregoing changes shall be incorporated in the RFP Documents, and a copy of the Addendum #1, signed by the Firms, must accompany the Proposals to indicate the Firm's familiarity with the changes.

Firm Acknowledgement:

Firm Name (Print): Aubrey Felton
Firm Signature: [Signature]

A Unit is unavailable anytime that it is not available for service during its defined Scheduled Operation Time. That unavailability begins at the time a Unit fails and the Contractor is notified. That Unit becomes available when the department to which the unit is assigned is notified that the unit is available for service.

- 1.7 FLEET/EQUIPMENT - Shall mean all items or units as listed or described in Attachment A or as may be amended by the City in written form to the contractor.
- 1.8 FACILITY - Facility shall mean the land and buildings which is located at 131 Pepsi Lane, Fayetteville, NC 28301.
- 1.9 FLEET - Shall mean all or such portion of the Units listed in Attachment A (a net total of 1,350 vehicles and pieces of equipment) as the context may require, and any Units that may be added or deleted from the Fleet.
- 1.10 FLEET MANAGER - Shall mean the City official who manages the acquisition, maintenance, assignment and disposition of the City's Fleet under the direction of the City Manager.
- 1.11 NOTICE - Any written notice to be given hereunder by either party to the other party shall be effected by certified mail, return receipt requested.

Notice to the Contractor shall be sufficient if made or addressed to the attention of:

James Overstreet
CEO
9300 Harris Corners Parkway, Ste 350
Charlotte, NC 28269

with a copy to:

Aubrey Felton
Vice President of Sales
9300 Harris Corners Parkway, STE 350
Charlotte, NC 28269

Notice to the City shall be sufficient if made or addressed to:

with a copy to:

Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this Section.

- 1.12 OBSOLETE INVENTORY - Shall mean parts, which cannot be installed in the Units of the Fleet.

- 1.13 OVERHEAD COSTS - These costs include miscellaneous direct expenses that are incurred in the normal day-to-day operation of the maintenance facility and in the administration of the contract. Expenses included, but not limited to:
- Safety/environmental supplies
 - Training certifications
 - Insurance
 - Bonding
 - Postage and office supplies
 - Employee drug testing and background checks
 - Employee recruitment
 - Janitorial Services
- 1.14 PERFORMANCE BOND - Shall mean the form of security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.
- 1.15 PERSONNEL COSTS - Shall mean and include wages, salaries, fringe benefits, payroll taxes, mechanic and management incentive program costs and overtime costs.
- 1.16 PROFESSIONAL FLEET/EQUIPMENT MANAGEMENT PRACTICE - Shall mean the minimum acceptable management practices that are generally recognized as the industry best practice by fleet operators or original equipment manufacturers for obtaining the maximum functional and economic service from fleet and equipment, resulting in the optimal period of retention and lowest life cycle costs.
- 1.17 RE-REPAIR - The repairs of the same failure within the warranty period due to parts failure, misdiagnosis or mechanics' error.
- 1.18 SCHEDULED OPERATION TIME - Shall mean the hours of operation assigned to a given unit or unit category as set out in Attachment B. The City can adjust the hours of operation for a unit or unit category annually at least 60 days prior to the Contract renewal. The default Scheduled Operation Time for vehicles or equipment not specifically listed in Attachment B is 24 hours a day, 365 days a year.
- 1.19 SUBCONTRACTOR - Shall mean and include any agent, including any independent contractor of Contractor or any other person retained or used by Contractor who is not an officer, employee, or representative of Contractor to provide any services and to fulfill any obligation in connection with this Contract.
- 1.20 TARGET FLEET - All Units in the City's Fleet that fall within the Life Cycle Guidelines in Attachment C or that are agreed to be within Target Fleet by the parties after refurbishment, assessment, or other actions established by the parties which shall be memorialized through revisions to Fleet Inventory Attachment A.
- 1.21 UNIT - Shall mean any vehicle or equipment owned, leased or operated by the City and identified in the listing of the City's Fleet included in Fleet Inventory Attachment A. The City may at any time amend the list of Units in Fleet Inventory Attachment A upon written notification to Contractor and subject to the provisions of Section 5.4.2.
- 1.22 UTILITY - Shall mean electric, gas, water and sanitary sewer.
- 1.23 WASTE - Shall mean and include any matter, whether solid, liquid or gaseous, which is generated by Contractor during its performance of the Contract and which Contractor

desires to dispose or abandon.

2 CONTRACT

2.1 The Contract shall consist of this document and the following attachments:

- 2.1.1 Attachment A – Fleet Inventory / Target Fleet
- 2.1.2 Attachment B – Scheduled Operation Time
- 2.1.3 Attachment C – Life Cycle Guidelines
- 2.1.4 Attachment D – Target Cost Commitment
- 2.1.5 Attachment E – Performance Standards
- 2.1.6 Attachment F – Sub-Lease
- 2.1.7 Attachment G – Shop Premises and Improvements
- 2.1.8 Attachment H – Shop Fixtures, Equipment, and Tools

3 CONTRACTOR'S RELATION TO CITY

3.1 CONTRACTOR AS INDEPENDENT CONTRACTOR - It is expressly agreed and understood that the Contractor, its employees and agents, is in all respects an independent contractor of the City and not an agent, servant or employee of the City. This Contract specifies the scope of services, but, subject to this Contract, the precise and exact method to be employed to accomplish the work shall be the sole responsibility of the Contractor.

3.2 SUBCONTRACTING - Contractor may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withhold approval. No such approval will be construed as making the City party of, or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the City shall deal through the Contractor, and subcontractors will be dealt with as workmen and representatives of the Contractor.

3.3 CITY REPRESENTATIVE - Unless otherwise provided in this Contract, the Contracting Officer is hereby authorized to act on behalf of the City as to all matters relating to this Contract and/or the services being performed hereunder. The Contracting Officer or his or her written designee shall decide any and all questions which may arise as to the quantity, character, and quality of services performed or to be performed pursuant to this Contract.

3.4 INSPECTION OF WORK - The Contractor shall furnish the Contracting Officer or his or her written designee with reasonable opportunity for determining whether or not the work is performed in accordance with the requirements of the Contract. The Contracting Officer shall appoint qualified persons to inspect the Contractor's operations, equipment and service, and Contractor shall permit these written designees to make such inspections at a reasonable time and place upon reasonable prior notice to Contractor. The designees shall be permitted to review and inspect work as it progresses, make recommendations to the Contractor, approve and disapprove work and act on behalf of the Contracting Officer during daily operations. The Contractor shall provide read only access to all Management Information Systems data as an

additional means for the City to inspect the Contractor's work.

- 3.5 TERM OF CONTRACT - The term of this Contract shall be ten (10) years from July 1, 2019 to June 30, 2029.
- 3.6 OPTION TO EXTEND - This Contract may be renewed, expanded and extended by written mutual agreement for up to two (2) renewal periods of up to a five (5) year term each, provided that:
- a) Contractor's performance for the prior period of service has been considered acceptable;
 - b) New budget has been prepared, submitted and determined acceptable by both parties; and,
 - c) Funds have been appropriated by the City Council for the new contract term.
- 3.7 ANNUAL MEETING - An annual meeting between the Parties shall be held each November, whereby an overall assessment of the Contractor's contract performance will be reviewed. The Contractor shall bring to this meeting suggestions and recommendations that will enhance the program favorably and be beneficial to both Parties. This will include any recommendations for changes in fleet composition or vehicle replacement. If the Contractor's performance has been considered acceptable, the City, during this meeting, shall request that the Contractor prepare and submit for consideration any proposed revisions to the Target Cost Commitment for the next fiscal year consistent with Section 5.4. The new budget shall be finalized no later than the end of February, in conjunction with the City's annual budget process. If an agreement acceptable to both Parties cannot be finalized by March 31st, either party may terminate this contract, upon written notice to the other party, as of the end of the then current contract year.
- 3.8 COMPLIANCE WITH LAWS AND ORDINANCES - Contractor shall comply with all applicable ordinance, statute, law or regulation herein effect or hereafter adopted.
- 3.9 RIGHT TO REQUIRE PERFORMANCE - The failure of a party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of that party thereafter to enforce same. No waiver by a party of any breach of any provision hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- 3.10 RESOLUTION OF DISPUTES - Any controversy which shall arise between the Contractor and the City regarding the rights, duties or liabilities hereunto of either party, shall be referred to Pre-suit Mediation and in the event the parties are unable to successfully mediate their differences, the matter may be heard in the applicable court, venue being in a court of competent jurisdiction in Cumberland County, North Carolina. North Carolina law shall govern all disputes, issues or problems that may arise under this Agreement.
- 3.11 GUARANTEE OF PERFORMANCE -The Contractor shall be required to furnish a Performance Bond or letter of credit which shall be acceptable to the City Attorney, in the amount of one hundred percent (100%) of the Operating Target price, for each Contract year, as security for the satisfactory performance of the obligations of Contractor under this Contract.
- 3.12 ASSIGNMENT - The duties and obligations assumed by Contractor are not transferable or assignable without prior written consent of the City, which consent shall

not be unreasonably withheld or delayed. All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of the Parties hereto and their respective heirs successors and assigns, except in the case of bankruptcy or insolvency. In the event that Contractor shall become bankrupt or insolvent or should a trustee or receiver be appointed to administer the Contractor's business and affairs, neither this contract nor any interest herein shall become an asset of such trustee or receiver. In the event of such an appointment of a trustee or receiver, this contract shall immediately terminate.

3.13 TERMINATION

3.13.1 For Convenience: After June 30, 2022, the City, without cause, may terminate this Agreement at its convenience with no less than one hundred eighty (180) days advance written notice to the Contractor. In the event such a termination is made by the City, the City shall be liable for the payment of all work or services properly performed or accomplished by the Contractor prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be canceled and were purchased or committed prior to the effective date of termination and other reasonable costs as may be directly associated with the termination, including but not limited to the reasonable cost of terminating existing subcontracts and vendor contracts and the unamortized cost of the fixtures, equipment and tools (Attachment H) paid for by the Contractor pursuant to Section 4.2 hereof..

3.13.2 For Cause: Either party may terminate this contract for cause, default or negligence by giving the other party written notice thereof, specifying with particularity, each such cause, default, or negligence. The party in default shall have thirty (30) working days after receipt of such notice to cure or take responsive and reasonable measures to eliminate or correct the default. If the party in default fails to eliminate or take reasonable and responsive measures to correct the default within the thirty (30) working day period, the other party may declare the contract terminated.

3.13.3 Non-Appropriation: Any contract entered into by the City resulting from this Contract shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. The City will use its best efforts to cause funds to be appropriated by the City each fiscal year and will include in its proposed budget the cost of this Contract. In the event the City receives information that indicates funds will not be appropriated for this Contract, it will promptly notify the Contractor in writing and will meet in person with Contractor to discuss resolution of such situation and permit the Contractor to appear before its governing board to discuss this non-appropriation. In the event that funds are not appropriated, the Contractor shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City to conduct its affairs.

3.14 TRANSFER OF OPERATIONS - In the event the Contractor defaults by failing to begin service at the time specified or discontinues a material portion of the service provided for by this Contract, the City may, at its election and upon ten (10) working

days written notice to Contractor, take possession of all equipment and facilities owned by the City which are used by the Contractor in connection with this Contract and operate and use the same in the performance of the services described herein. The Contractor agrees to surrender peacefully said equipment and the Facility upon receiving an itemized receipt from the City for said items, and to cooperate to the extent necessary to enable the City to take over and carry out the services herein described. All payments by the City, except those for services previously rendered or costs incurred and reimbursable to the Contractor pursuant to this Contract, shall cease.

- 3.15 INVESTIGATIONS - The Contractor shall cooperate with the City on any investigation related to any Unit in the Fleet. Such investigation may, by way of example, but without limitation, include an inquiry into the nature, cause, and extent of any accident, fire, or other defect, failure or break down of any Unit in the Fleet.
- 3.16 EXTRAORDINARY OCCURRENCES - It is agreed that in no event shall the City or Contractor be liable or responsible to each other or to any other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, labor disputes, strikes, or any other natural act or circumstance totally beyond the control of the City or Contractor. Contractor recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences. In the event an extraordinary occurrence prevents performance of the Contract, Contractor and City shall negotiate an appropriate adjustment, if any, to the Operating Target price herein.
- 3.17 COMPLETE AGREEMENT - This agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. No representation or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises. If any term or provision of this agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

4 FACILITIES AND EQUIPMENT

- 4.1 FACILITY - Work will be performed at the facility located at 131 Pepsi Lane, Fayetteville, NC, (the "Facility"). The Facility will be provided to the Contractor for its use in providing the services identified herein under the terms and conditions of the Sub-Lease Agreement executed separately and included herein as Attachment F. The City will be responsible for Utilities which does not include telecommunications, data, or similar services.

- 4.1.1 Up Fit/ TI: The premises initially assigned for use by the Contractor and any improvements thereto required to be completed before commencement of operations are described in Attachment G.

- 4.1.1.1 Should the City fail to provide the Facility to the Contractor in the condition

- 5.3 NON-TARGET COSTS - These are items that will be paid monthly by the City to the Contractor at the Contractor's actual incurred cost, plus the Contractor's markup as identified in Target Cost Commitment, Attachment D. Labor Costs, however, will not be charged for labor provided to Non-Target Fleet during standard daytime operational hours. Labor performed outside that time will be charged at the Hourly Rate identified in Target Cost Commitment, Attachment D. Non-Target Work includes:
- 5.3.1 Accidents: physical damage to vehicles caused by operator error or by another vehicle that result in a completed accident report.
 - 5.3.2 Capital Improvement: any requested modification to a vehicle or piece of equipment already in service that results in a change in the capital cost of the vehicle, including major refurbishment of chassis and/or bodies and attached equipment.
 - 5.3.3 Damage / Operating: physical damage to a City vehicle during its operation resulting from Abuse, operator error, misuse, or unreported accidents. Contractor is aware that certain types of the City equipment including trash trucks, backhoes, snow removal, and street sweepers operate in severe use conditions. The City will not accept normal damage in operation of this equipment as Non-Target services.
 - 5.3.4 Damage / Physical: physical damage to a City vehicle resulting from vandalism, theft, natural disaster, weather, or unreported accidents when a vehicle is parked or unattended.
 - 5.3.5 Excluded Equipment: refers to repairs to equipment not specifically included in the fleet inventory covered by this agreement (e.g. stationary generators, boats, and temporary units).
 - 5.3.6 Modifications: refers to changes to the equipment, configuration, and/or appearance of a vehicles requested specifically by the City, including changes required by statute that are not capitalized into the cost of the vehicle.
 - 5.3.7 Other Services: refers to services provided by the Contractor at the request of the City not specifically defined in this agreement.
 - 5.3.8 Vehicles/Units outside of Life Cycle Guidelines, Attachment C.
- 5.4 ADJUSTMENTS TO TARGET COST COMMITMENT, Attachment D – This will be adjusted based on the following:
- 5.4.1 Annual Adjustment: Effective for year four and each subsequent year of the contract, the fixed price for Target Fleet work, including the Contractor's fee, shall be adjusted. During the Annual Meeting between the City and the Contractor, the Contractor's performance will be reviewed. The meeting shall also include a review of the Contractor's cost of doing business. A change in all costs (non-Target labor rates and Target services) will not exceed the Consumer Price Index (CPI) for consumers for all items in the Fayetteville-Lumberton-Laurinburg Statistical Area for the prior year. Administrative Costs and Management Fees will continue to be the same percentage of the total Target Costs. Changes to the Contract shall be documented in a Contract Amendment.
 - 5.4.1.1 Unusual Cost: Contractor can request a Target Cost adjustment that exceeds the CPI if that change in cost is based on the documented impact of a change in federal, state, or local law.
 - 5.4.2 Fleet Size or Composition: All prior and planned changes to the fleet

composition will be incorporated into Target Fleet and Target Cost Model on an annual basis. Increases in fleet size for each vehicle or equipment classification in excess of 5% will be treated as Non-Target units until the next Annual Adjustment. Decreases in fleet size will be captured during the Annual Adjustment.

- 5.5 SHARED SAVINGS / ANNUAL RECONCILIATION – Contractor will receive twenty percent (20%) of any aggregate annual savings on the Target Cost Commitment for each contract year in addition to Contractor's invoiced costs and fee. Aggregate annual savings are defined as the difference between the twelve-month billed costs, and the Fixed Price included in the Target Cost Commitment for that period when the aggregate billed amount is less. Any billing in excess of the amount of the Fixed Price in the Target Cost Commitment shall not be an obligation of the City and shall be borne totally by Contractor.

6 SCOPE OF SERVICE

- 6.1 GENERAL - The Contractor shall provide scheduled preventive maintenance, remedial repairs, warranty and recall work, overhaul, mobile service, towing, tire service and replacement, motor pool operations, fleet management, vehicle acquisition and disposal, parts inventory acquisition and maintenance, and such other allied services as may be required to assure the continuity of effective and economical operation of Units as described in Attachment A. The Contractor shall furnish all supervision, labor, tools, parts, materials, supplies, repair guides, diagnostic repair materials and sub-contractors services required to maintain the fleet in a state-of-repair and service consistent with Professional Fleet/Equipment Management Practice.
- 6.2 PREVENTATIVE MAINTENANCE (PM) - Contractor will perform regularly scheduled maintenance actions in accordance with industry best practices and manufacturers' specifications, warranty requirements, and industry specific standards applicable to specialized equipment; National Fire Protection Association for fire apparatus for example. PMs on garbage trucks shall be scheduled weekly outside operational hours on all garbage or refuse trucks due to its high use. The program will be reviewed with the City on an annual basis to ensure that it reflects changes in the fleet and industry wide changes in requirements for service and, operating efficiency, and service life while minimizing Downtime, unscheduled breakdowns, and safety hazards. (See Section 7.6)
- 6.3 REPAIRS - Contractor will perform all required repairs for Units under this contract necessary for Units to operate efficiently and safely. This may include the utilization of outside service vendors for repairs requiring skills or equipment not available to Contractor.
- 6.3.1 Hours of Service: Contractor will provide repair and other services during at least the hours of Monday through Friday 7:00 am to 5:00 pm. Contractor will also operate a second shift from 5:00 pm to 12:00 am to complete maintenance and repairs while minimizing Operational Downtime.
- 6.3.2 Quick Fix: Contractor will provide a Quick Fix function for minor repairs of less than a one-hour duration when the vehicle operator chooses to wait for service. Vehicles repaired under Quick Fix will be moved to top priority. Some

examples of Quick Fix repairs are: headlight and fuse replacement, fluid replenishment, windshield wiper service and fixing flat tires. Quick Fix activities will be assigned to dedicated bays within the Facility and made available based upon the capacity of the shop and complexity of the needed repair. The determination of Quick Fix availability will be made at the conclusion of the initial vehicle assessment. PMs will not be conducted as a Quick Fix function.

- 6.3.3 Warranty / Recall Work: Contractor will administer all warranties and recalls, both for vehicles and parts. Such work will be reimbursed directly to Contractor by the equipment manufacturer and the City will not be charged for such work. Payments and adjustments received by Contractor for warranty work will be credited to the City account. Contractor will work to obtain authorization from vehicle manufacturers to perform in-house warranty work on City vehicles.
- 6.3.4 Tire Program: Contractor will purchase and provide all tires for the duration of the Agreement. All tires must be steel-belted radials of the same quality, performance and load range currently utilized on the City's equipment. Contract's tire inventory levels shall be sufficient to maintain service failures for a minimum of three (3) working days. Contractor will track tire usage through its fleet management information system and establish automated reorder points to ensure that the appropriate inventory levels are maintained. Non-pursuit tires will be replaced when they have reached 4/32 tread depth or have failed or are unacceptable due to weathering or other unacceptable conditions that affect the safety and performance of vehicles and equipment. Pursuit tires will be removed and replaced at 6/32 remaining tread depth. Pursuit rated tires will not be plugged or patched for use on police vehicles. Contractor will also manage a tire recap program and provide tire repairs services to all fleet vehicles and equipment. Contractor shall provide on-site wheel balancing for all tires up to 11.R22.5 in size. All wheel balancing and tire mounting equipment shall meet OSHA approved safety requirements.
- 6.3.5 Welding/Fabrication: All costs related to welding and fabrications are non-target costs for work performed on vehicles and equipment. Contractor will provide an American Welding Society (AWS) certified welder or outsource these services.
- 6.3.6 Road Calls: The City towing contractors will be dispatched to retrieve and deliver the vehicle to Facility for service.
- 6.3.7 Mobile Service Unit: Contractor will operate a Mobile Service Unit to provide minor service repairs and PMs onsite when doing so is technically feasible and reduces Downtime. Examples include PMs and minor repairs for fire apparatus that can be accomplish at the station of service and equipment requiring minor repairs in the field to return the Unit to operational status.
- 6.3.8 Vehicle Safety & Emission Inspections: Contractor will be responsible for providing all state required pre-registration safety and emissions inspections. Contractor will also perform a full safety inspection at the conclusion of any repair or PM. Road tests or similar best practices will be used to ensure that all repair work has successfully resolved the operational issues identified. Contractor will maintain current records on every manufacturer's recalls,

technical service bulletins, and safety bulletins to ensure that all affected vehicles are corrected to meet manufacturer's standards.

- 6.3.9 Refurbishment: The City may decide to refurbish an existing unit to extend its life or alter its intended use in the fleet. Refurbishment may include replacement of bodies, the rebuilding of major components such as the engine or transmission, or the addition of new equipment or accessories. Contractor will assist the City with evaluating Units under consideration, obtaining quotes to complete the services in accordance with the City requirements and manage the completion of the project. Contractor will classify refurbishment work orders as a Capital Improvement Non-Targeted service.
- 6.3.10 Accident Repair: Contractor will be responsible for processing accident repairs including appraisals. A minimum of three (3) repair estimates will be obtained and contractor will manage repair timeliness, payment of invoices and inspect the quality of repairs. Third-party invoices for accident repairs will be considered a Non-Contract service and will be paid by Contractor and invoiced to the City at cost, without markup. Accident processing and repairs are the joint responsibility of the Contract Manager, or their designee; Department Head; Purchasing Agent, Risk Manager and Contractor. This joint effort will be chaired by the City Risk Manager. Insurance settlement proceeds would be paid directly to the City.
- 6.3.11 Vehicle Damage: It is the responsibility of Contractor to notify the City whenever a vehicle shows physical damage not associated with a reported accident or normal operation. The City classifies damage in one of two ways: damage incurred while the vehicle was operating or damage that occurred when the vehicle was not in use. Contractor will identify the base cause for the damage and classify the repair appropriately. Contractor has the responsibility to identify any evidence of abuse, misuse, or obvious error by the operator resulting in physical damage to the vehicle. In such cases, Contractor will proceed to repair the vehicle and will provide the City with documentation of the suspected abuse as part of the next day daily report to the City. The City will review the documentation, speak with Contractor where necessary, and determine whether to charge the operator with the error.
- 6.3.12 Outside/Subcontracted Services: Contractor will arrange and manage outside repairs that can be more economically performed by a third-party vendor. Even routine repairs, because of time constraints or scheduling, might be performed by a third-party vendor. These repairs will be considered contract services and will not generate an additional invoice to the City. Contractor will be responsible for the paperwork, invoicing, quality control and delivery and pickup of vehicles repaired by third-party vendors. Any repairs re-billed to the City as Non-Contract work will be invoiced at Contractor's cost with no markup. Contractor's subcontracting plan will be reviewed periodically to ensure that third-party vendor versus in-house repair decisions remain justified and in the City's interest. Contractor will prefer those vendors within the local economy and with a positive past performance history with the City. The City may identify specific vendor(s) to be used to service specialized equipment or equipment that has warranty or similar service constraints.

described in this Contract on or before the date established by this Contract for Contractor to commence performance hereunder then, on request, the City will reimburse the Contractor for incurred employee payroll expenses, including benefits and payroll taxes, in an amount sufficient to make Contractor whole for such costs and expenses incurred by it from that date until the Facility is delivered to Contractor. The Contractor will provide the City detail in the form of receipts, pay stubs and other evidence to support any claim for such costs and expenses.

4.1.2 Maintenance: The City will be responsible for all maintenance with the exception of damage caused by Contractor's misuse, abuse, or neglect.

4.1.3 Janitorial/Waste Disposal: The City will provide standard office janitorial service for office space within the Facility. The Contractor shall be responsible for maintaining the shop area, vehicle and part storage areas, and fueling areas in a clean and safe condition including properly disposing at its expense all trash and other wastes generated during the course of the Contract. The Contractor shall maintain records of all hazardous chemicals and other hazardous waste. The records shall contain the materials' origin, use, transportation, and ultimate distribution and disposal. All disposals shall be in accordance with the current City, State and Federal laws and EPA regulations. The Contractor shall provide training and management for employees working with and handling hazardous materials, in accordance with laws and EPA regulations. The contractor will provide a written Hazard Communication Program. The Contractor agrees to hold the City harmless from any liability for all actions of the Contractor relating to the disposal of waste.

4.2 EQUIPMENT / FIXTURES – The Contractor shall be responsible for providing all furniture and equipment necessary for their operations within the Facility. The Contractor will provide all fixtures, equipment, tools, (Attachment H) and miscellaneous supplies necessary to provide all services.

4.2.1 Fixtures: The Contractor shall provide all fixtures necessary for their operations. All fixtures, as set out in Attachment H, shall become the property of the City at the conclusion of the initial contract term. The Contractor shall be responsible for the maintenance and repair of all fixtures to ensure their continued safe and efficient operation.

5 COSTING METHODOLOGY

5.1 TARGET COST MODEL – The Contractor will perform all services identified herein with regards to the Target Fleet for actual incurred costs including parts, supplies, outside services, Personnel, Overhead, Administrative, and Management Fee up to the maximum identified in Target Cost Commitment, Attachment D.

5.2 PARTS/SUPPLIES/OUTSIDE SERVICES – Includes costs for all repair parts and materials (including sales taxes), bulk fluids (excluding fuel), lubricants, tires, batteries, freight charges on parts, unserviceable cores, and warranty credits as well as the cost for outside services used to maintain the fleet. Subcontracted service costs are the cost for both parts and labor performed by outside subcontractors for such repairs as engine/ transmission rebuilding, radiator repair, or glass repairs, etc.

- 6.4 SECURITY – The Contractor will be responsible for maintaining the security of City police patrol and undercover vehicles while being serviced and maintained as part of this agreement. The Contractor will further ensure that the confidential nature of these vehicles is maintained, including the security of special equipment inside the vehicles. The Contractor will take the following actions at a minimum:
- 6.4.1 Provide a location at the facility for the City to locate a locking safe for officers to secure weapons while their units are being serviced.
 - 6.4.2 Prohibiting employees from handling and tampering with special equipment.
 - 6.4.3 Verifying and maintaining the integrity of our mechanics and staff and controlling idle discussion by our employees about these vehicles.
- 6.5 INCLEMENT WEATHER SUPPORT - Contractor will mobilize the Facility and provide repair and maintenance services for the duration of emergency situations. They will provide appropriate staffing levels to ensure continuous vehicle operational levels as determined by the City up to our maximum staffing levels, but also will provide staffing above and beyond our maximum staffing as indicated in any emergency plan established by the parties. This support may occur outside of normal hours of operation and may involve any number of employees, equipment and vehicles and may include mobile command centers, generator maintenance and repair, equipment deployed in debris removal efforts, etc.
- 6.5.1 Emergency Service Costs: Contractor's costs incurred during emergency situations that occur outside of normal hours of operation are not included in Target Costs. Approved costs incurred will be billed to the City at the Hourly Rate identified in Target Cost Commitment, Attachment D.
 - 6.5.2 Emergency Plan: Contractor will work with the City to develop a specific Emergency Plan that will go into effect in the event of an emergency situation. This plan will include staffing commitments, response times and a chain of contact. In addition to local, on-site personnel the managers from Contractor's other facilities will be part of the plan, if necessary.
- 6.6 PARTS AND UNIT INVENTORY MANAGEMENT - Contractor will furnish all parts, tires and supplies necessary to maintain and repair the vehicles and equipment in the City Fleet. Contractor will obtain City approval for new product lines before they are introduced into the parts supply. Parts installed on vehicles and equipment are identified by part number and cost on the maintenance work order. Contractor will coordinate any changes in tire applications as they affect Law Enforcement vehicles. Contractor will also manage the acquisition, provisioning, and disposal of additions and deletions from the Fleet.
- 6.6.1 Parts Quality: Contractor will provide parts that are OEM or OEM equivalent quality aftermarket replacement from a reliable supply provider. In cases where aftermarket parts exceed original manufacturer specifications, Contractor will opt to provide the preferred parts. Rebuilt components will only be used in those special cases where an alternative is either unavailable or not in the best interest of the City. Lubricants, oils and other chemicals used on City vehicles and equipment will meet American Petroleum Institute specifications for the particular application. In all cases, the consistent availability of high quality parts will determine part sourcing decisions.
 - 6.6.2 Parts Warranty: Contractor will warrant products supplied under any this

agreement for sixty days (60), or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance by the City.

6.6.3 Unit Acquisition: Contractor will at least annually provide the City with a list of Units that it is recommending for replacement during the next funding cycle. That recommendation will be based on industry best practice focused on reducing lifecycle cost and Downtime. Contractor will also analyze refurbishment, change in operational assignment, Unit reconfiguration, or other methods of extending the Unit's useful life. These recommendation will be provided during the Annual Meeting discussed in Section 3.7. The format of the recommendations will allow for them to be sorted by priority for each operating unit. Contractor will also review operational requests for new Units and provide recommendations regarding specifications, alternative Units, and any strategies for achieving the purposes of this agreement.

6.6.4 Unit Prep and Disposal: Contractor will work with City purchasing to procure all Units purchased and arranged for them to be delivered to the Facility. Contractor will then inspect the vehicle for compliance with purchase specification and any damage that may have occurred in transit. Contract will enter the Unit into the City's Fleet and "in-service" the Unit which will include all actions necessary to prepare the unit for operation including, but not limited to; installation of fuel management dispensing system, any decals or vehicle markings, checking fluids and tire pressure and coordinate any-post-delivery upfitting of the vehicle, including radios, light bars, telemetric equipment, and other Non-Targeted accessories. Additionally, Contractor will coordinate the delivery of the Unit to the department, provide a basic walk-through of the Unit with the operator, and coordinate any vendor-provided operator training. For replacement Units, this will include securing the Unit to be replaced prior to releasing the new Unit. Contractor will manage the disposal of any Units replaced or otherwise removed from the fleet consistent with state law and best management practices to secure the most residual value for any such Unit to the City.

6.7 DIRECTED WORK & TECHNICAL ADVICE - The City may direct Contractor to perform additional tasks related to the proper management and upkeep of the Fleet. If additional tasks are required, Contractor will receive a written task order detailing the tasks to perform. Contractor will submit a proposal to perform the specified tasks on a Targeted price basis that itemizes the direct labor, parts, sub-contracted services, and materials. The City will accept or reject the proposal. If accepted, Contractor will perform such assignments in accordance with an agreed schedule.

7 QUALITY PERFORMANCE STANDARDS

7.1 The Parties understand the importance of ensuring that the Fleet is available for the provision of City operations. The dominant consideration will be the actual availability of Fleet Units to complete operations during Scheduled Operation Time. The following performance standards have been established to minimize Downtime as defined herein. Penalties for failing to meet the defined standards are set out in Attachment E,

Performance Standards. The Fleet Manager will provide a report to the Contractor monthly by the 10th day of any penalties assessed under this section, if any, during the previous month. The report shall contain sufficient information to allow the Contractor to verify the service deficiency. Penalties shall be applied as a credit to the Contractor's invoice for the month in which the report is received. The Contractor can appeal penalties to the Contracting Officer by providing notice and supporting information within the month in which the report is received.

7.2 EXCEPTIONS - The following are excluded from the calculation of Downtime:

7.2.1 Non-Target units or repairs;

7.2.2 Vehicles awaiting repair authorization from the City (the time between the documented vehicle repair authorization request and the documented approval from the City will be excluded)

7.2.3 Vehicles specifically exempted by the City

7.3 FLEET AVAILABILITY - Daily and Monthly performance standards, and any penalty for failure to meet those standards are included in - Performance Standards, Attachment E.

7.3.1 Daily Fleet Availability: Calculated by taking the total units in the class minus the count of units out of services as of the end of second shift each day.

7.4 TURNAROUND - Contractor shall complete 80% of maintenance and repair work orders within 24-hours and 90% in 48-hours from the time the vehicle becomes available for service until the user has been notified that the vehicle is ready. Weekends and holidays do not count in the calculation of turnaround time. Regardless of these standards, Contractor will notify user departments when any vehicle will be out of service for 48- hours more.

7.5 REWORK - All Materials, parts, and workmanship furnished by Contractor will be of high quality and free from defects and imperfections and will meet all OEM standards and specifications. Contractor will track and identify multiple repairs for the same deficiency in the same vehicle (rework) and shall not bill the City for any rework that occurs within the following periods: Engine and Transmission Overhauls – 12 months or 12,000 miles, All Other Work – 90 days or 4,500 miles. Contractor will not exceed one percent (1%) incidents of rework in any single month (measured by number of repair tasks and not number of repair work orders.)

7.6 PREVENTIVE MAINTENANCE (PM) - Every effort will be made to establish PM schedules that allow for PM services to be completed outside of Scheduled Operation Time. PM schedules adjusted for this purpose that call for the completion of PM services early or within a reasonable time after the standard PM schedule will be deemed in compliance with the standard PM schedule for all purposes herein. Contractor will make sufficient 30 min. PM appointments available to Police patrol take home vehicles to allow at least 50% of the lowest intensity, highest frequency PM's to be completed utilizing these appointments. PM services completed within 10 days of schedule shall be deemed timely.

7.7 GENERAL SERVICES ADMINISTRATION (GSA) - The Contractor's operations will conform to GSA standards for light vehicle maintenance to support an opportunity to perform subcontracted work for the Dept. of Defense. The parties will enter into an addendum to this agreement to clarify any operational and cost implications of such

10 INSURANCE

- 10.1 GENERAL - The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph, and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved.
- 10.2 WORKER'S COMPENSATION - Workers' Compensation and Employers' Liability Insurance: The Contractor shall take out and maintain during the life of this contract workers' compensation insurance as required by the laws of the State of North Carolina and Employers' Liability with limits of \$100,000 each accident, \$500,000 policy limit and \$100,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under this contract is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.
- 10.3 GENERAL LIABILITY - The Contractor shall take out and maintain during the life of this contract commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.
- 10.4 AUTOMOBILE LIABILITY - The Contractor shall take out and maintain during the life of this contract automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles.
- 10.5 GARAGE KEEPER'S LIABILITY - The Contractor shall take out and maintain during the life of this contract garage keeper's liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate.
- 10.6 CERTIFICATE OF INSURANCE - The Contractor shall furnish the City, prior to the start of any operations under this Contract, satisfactory proof of insurance required with an insurance company qualified to do business in the State of North Carolina and acceptable to the City. Each insurance certificate shall contain a clause substantially as follows: The City shall be named as additional insured on all liability policies for claims arising under this Contract. The above described insurance policies must not be canceled or changed without sixty (60) days prior written notice to the City. Lack of notice or cancellation of the policy will be deemed a breach of the Contract by the Contractor.
- 10.7 OTHER PROVISIONS
 - 10.7.1 Any deductible or self-insured retention must be declared to and approved by the City.
 - 10.7.2 The policies are to contain, or be endorsed to contain, the following provisions:
 - 10.7.2.1 Commercial General Liability Coverage:
 - 10.7.2.2 The City of Fayetteville, its officials, employees and volunteers are to be covered as additional insurers as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of

- protection afforded to the City, its officials, employees or volunteers.
- 10.7.3 The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - 10.7.4 Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 10.7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, and volunteers. In the event the City is damaged by the failure of the Contractor to maintain such insurance and to so notify the City, the Contractor shall bear all reasonable costs properly attributable thereto.
- 10.8 SUBCONTRACTORS - Contractor shall include all subcontractors as insurers under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
- 10.9 NO WAIVER OF IMMUNITY - Any insurance coverage required by the terms of this contract shall not be deemed a contract of insurance purchased by the City nor a waiver of the City's immunity pursuant to NCGS 160A-485.

11 RECORDS

- 11.1 ACCESS TO BOOKS AND RECORDS - The authorized representatives of the City shall have access, at all reasonable times and upon prior notice to the Contractor's Project Manager, to all of Contractor's non-privileged personnel, books, records, correspondence instructions, plans, drawings, receipts, vouchers, and memoranda of every description pertaining to work under the Contract, for the purpose of auditing and verifying costs of work. The City will be granted access to such records at all reasonable times during the Contract period and for two (2) years thereafter.
- 11.2 MANAGEMENT REPORT - The Contractor will use a City compatible computerized record keeping system capable of providing information including, but not limited to, the following:
- 11.2.1 Itemized costs for each repair and accounting period;
 - 11.2.2 Total maintenance cost to date itemized per unit;
 - 11.2.3 Maintenance cost per Unit, per period;
 - 11.2.4 Number of shop orders, time to process, entry to completion of work on the Unit;
 - 11.2.5 Number of road breakdowns;
 - 11.2.6 Number of Units receiving preventive maintenance service;
 - 11.2.7 Downtime for various categories of Units as designated by the City;
 - 11.2.8 Inventory levels;
- Contractor will provide to the Contracting Officer for each monthly accounting period a report on its operations during the period, as well as copies of all daily, weekly and annual reports for all Units titled in the name of the City.

The City and the Contractor shall mutually agree upon the information to be included in the report.

Costs for the computerized recordkeeping system will be borne by the Contractor as part of the Operating Target price.

11.3 GENERAL RECORDS AND FILES - To assure that both the Contractor and the City have an accurate, up-to-date record of maintenance and repairs on each City Unit, and for billing on those Units received for interagency cross-servicing, the Contractor shall establish and maintain the records listed below. In addition, the Contractor must maintain a file of service manuals, lubrication charts and other pertinent information needed to properly maintain and repair the City fleet. All record and report forms must be reviewed and approved by the City prior to use.

11.3.1 History Folder: A History Folder shall be provided for each City Unit. This folder shall serve to keep all work orders in the same location and shall include pertinent data such as Unit year, model, make, serial numbers and mileage/hours.

11.3.2 Preventive Maintenance Records: The Contractor shall provide a preventive maintenance schedule and appropriate inspection forms for each level of service. The inspection forms must be completed in detail by the mechanic doing the preventive maintenance on each Unit at the specified intervals. The completed forms will be kept with the repair orders for that Unit in the History Folder.

11.3.3 Repair Orders: A repair order must be written for each Unit that the Contractor services. Jobs requiring re-repair must be so designated on the repair order. Repair orders will be sequentially numbered. Each repair order must be kept in sequence and accounted for. One (1) copy each will be provided to the City agency responsible for the Unit and to the Contracting Officer. The Contractor's copy must be kept in the Unit History Folder.

11.3.4 Daily Log: A daily log shall be kept by the Contractor at the Facility and furnished to the Contracting Officer or his/her designee upon request. This log will contain information such as car number, agency, description of work to be performed, and disposition at the end of the day. A new log shall be used each day, with the previous log being filed at the facility.

11.3.5 Time Cards: Time cards or other appropriate time recording records shall be maintained by the Contractor for all hourly employees and will be kept on file at the facility for two (2) years. The Contractor shall ensure that the cards are kept in order and that each person punches his or her own card.

11.3.6 Payroll Time Sheets: The Contractor shall provide payroll time sheets for all employees at the Facility. These records must be kept in accordance with all City, State and Federal regulations.

11.3.7 Transmittals: Weekly transmittals must be kept by the Contractor for all expenses incurred other than payroll. The Contractor will use a series of codes to identify specific expenditures.

11.3.8 Miscellaneous Records: Other records and forms may be used by the Contractor as deemed necessary.

11.4 WEEKLY REPORTS - The Contractor shall generate a weekly report for delivery to the City before noon each Monday. The weekly report shall be in memo/electronic format and shall include from the previous week's activity:

- 11.4.1 A listing of vehicles not delivered for a scheduled preventative maintenance. The listing shall include the assignee's name and department, if known.
- 11.4.2 Repair activity, by Department.
- 11.4.3 A status report on vehicles out of service for more than seven (7) days.
- 11.4.4 Number of work orders processed.
- 11.4.5 Summary Work Order with detailed cost figures for each vehicle repaired.
- 11.5 MONTHLY REPORT - The Contractor shall prepare a consolidated monthly management report to be delivered to the City on or before the 10th calendar day of the month following the reporting period. This report shall include, but not limited to:
 - 11.5.1 Maintenance costs for the month compared to target costs.
 - 11.5.2 Failure/attainment in each performance area for that month
 - 11.5.3 Costs for accidents and other items not included in Operating Target.
 - 11.5.4 Discovery of indication of abuse by the vehicle user in excess of normal wear and tear.
 - 11.5.5 Number of shop orders.
 - 11.5.6 Number of service calls.
 - 11.5.7 Number of vehicle preventative maintenance scheduled or completed.
 - 11.5.8 Downtime by category and in total.
 - 11.5.9 Cumulative records of sub-contracted work.
 - 11.5.10 Total labor hours expended.
 - 11.5.11 Total parts cost.
 - 11.5.12 Problem/accident summary.
 - 11.5.13 List of work items that are for non-target costs.
 - 11.5.14 Updated fleet inventory.
 - 11.5.15 User feedback.
- 11.6 ANNUAL PERFORMANCE REPORT - The Contractor shall provide the City with a written annual performance report, which summarizes the year's activity, within thirty (30) days following the end of the Contract year. The annual performance report should include yearly data for those categories presented in the monthly reports, as well as any additional performance information the Contractor believes should be included.
- 11.7 MANAGEMENT INFORMATION SYSTEM (MIS) - The Contractor shall own, install, implement and maintain all hardware and software necessary for an electronic record-keeping and reporting system for all services being contracted. The information system shall provide records of all repairs and servicing activities performed for each vehicle or piece of equipment. The Contractor's MIS must be a multi-user system capable of integrating all information pertaining to inventory, maintenance, repair, personnel, asset management, invoicing, vehicle odometer readings and/or fuel usage etc. and shall have the capability to connect electronically to the City's current Accounting, Maintenance, Inventory system unless otherwise specified. The City reserves the right to add or delete any electronic data services as needed. The Contractor shall provide the City with a license and during the term of the contract allow the City in-line read only access to the MIS and that data contained therein. At the end of the contract, the Contractor shall provide the City with a copy of the files in an ASCII, or comma delineated format.
- 11.8 PUBLIC RECORDS - Contractor shall comply with the requirements of North Carolina's Public Records law. Contractor shall (a) keep and maintain public records

services.

8 INVOICING AND PAYMENT

- 8.1 **REGULAR INVOICING** - The Contractor shall prepare a unit-of-service total invoicing after each repair or preventative maintenance. Invoicing is to include all cost subcategories relevant to the costing methodology in order to provide a complete cost of work performed regardless of the contractual nature of the service being provided, and to break out these costs by type of service, vehicle, equipment and department assigned. These unit-of-service invoices will be preserved for review and audit as described herein. The Contractor shall prepare a summary invoice for payment monthly with the total charge allocated to operating departments as defined by the City. All charges for sales tax will be called out in the monthly invoice for payment which shall be prepared within ten (10) working days of the closing of the payment period.
- 8.2 **PAYMENTS** - All invoices submitted by Contractor pursuant to this contract shall be paid by City within thirty (30) days of the invoice date. In the event invoices are not paid within thirty (30) days of the invoice date, the City will be subject to a late payment penalty of 1% of unpaid balance applied monthly until paid.
- 8.3 **DISPUTE OF INVOICE AMOUNT** - The City reserves the right to verify invoices prior to payment. The Contractor shall provide the City verification data of any items questioned for the amount claimed and provide complete cooperation to the City. Invoicing shall be connected electronically to the City's current Accounting, Maintenance, and Inventory system unless otherwise specified. The City reserves the right to add or delete any electronic data services as needed. The City's obligation to pay any portion of an invoice disputed in good faith shall be abated until the issue has been resolved, provided, however, that this dispute period does not extend for more than thirty (30) days. Any disputes unresolved after this period will be submitted to the contract's dispute resolution process for settlement.
- 8.4 **SAVINGS** – See Paragraph 5.5

9 CONTRACTOR'S PERSONNEL

- 9.1 **GENERAL** - It shall be the responsibility of the Contractor to provide competent, well-trained and qualified personnel, in sufficient numbers for providing responsive, Professional Fleet/Equipment Management Practice services to and on behalf of the City for all units and equipment as listed and identified within Attachment A. Additionally, the Contractor shall provide and assign a Project/General Manager who will be charged with the direct responsibilities of the performance of all duties in achieving or providing the contract requirements.
- 9.2 **BENEFITS** - The Contractor's employees shall not claim any City rights or benefits as a condition of their employment in the performance of this Contract.
- 9.3 **COMPLIANCE WITH LAWS** - The Contractor shall comply with all applicable Federal, State and City laws relating to wages, hours, health, safety, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect, including but not limited to Occupational Safety and Health Act and the Fair Labor Standards Act.

that ordinarily and necessarily would be required by the City in order to perform the service under the contract; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under North Carolina's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

12 RELEASE AND INDEMNITY

- 12.1 **HOLD HARMLESS AGREEMENT** - Contractor shall indemnify, defend and hold harmless the City, its agents, servants and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or resulting from the acts or omissions of Contractor, its agents, servants or employees in its performance of this Contract during the term hereof. To the extent permitted by State law, the City shall indemnify, defend and hold harmless Contractor, its agents, servants and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or resulting from the acts or omissions of the City, its agents, servants or employees in its performance of this Contract during the term hereof, and including but not limited to, damages sustained by former City employees arising out of their employment with the City or the termination thereof by the City.

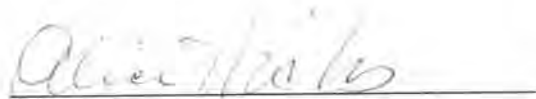
13 E-VERIFY

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and the year written first above.

WITNESS:

Contractor



Alice Hicks
Marketing Manager

By:



Aubrey Felton
Vice President of Sales

ATTEST:

CITY OF FAYETTEVILLE

PAMELA MEGILL, City Clerk

By:

DOUGLAS J. HEWETT, ICMA-CM
City Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

JAY TOLAND, CFO
City of Fayetteville

First Vehicle Services

600 Vine Street, Suite 1400

Cincinnati, Ohio 45202

(513) 241-2200

(513) 684-8852

www.firstvehicleservices.com

November 7, 2018

Ms. Kimberly Toon
Purchasing Manager
City of Fayetteville
433 Hay Street
Fayetteville, North Carolina 28301

RE: Request For Proposals (RFP), Fleet Management and Maintenance Best and Final Offer

Dear Ms. Toon:

First Vehicle Services is pleased to continue in the City of Fayetteville's procurement process for fleet management and maintenance services. Since September of 2017, we have collaborated with the City to find the best fleet management and maintenance solution that will effectively serve the City fleet users and improve services to the residents of Fayetteville.

First Vehicle Services values a future partnership with the City. **We are pleased to present the attached Best and Final Offer for fleet management and maintenance services.** We understand that we have a responsibility to provide services that exceed your expectations and those of the customers we serve together, while also providing efficiencies to the City. We believe our pricing, as proposed, is the most comprehensive, responsible, and efficient cost structure required to provide these services.

OVERVIEW

As the City's chosen partner, First Vehicle Services will share your goals for fleet management and maintenance:

- Meet designated operational readiness rates
- Minimize the overall fleet maintenance costs
- Maximize fleet availability and reliability
- Prolong the life expectancy of vehicles and equipment with an effective maintenance program
- Effectively outfit and run a dedicated maintenance facility
- Improve services offered to the City's residents utilizing fleet vehicles
- Improve the quality of work including parts inventory, PM and repairs and reduce the number of rework incidents and excessive/unnecessary repairs





Since 1981, First Vehicle Services has proven our dedication to our municipal partners, growing to 85 customer locations and almost 40,000 vehicles. Today, sixty (60) percent of our customers have been with us eleven (11) or more years, and we recently celebrated thirty-seven (37) years with our Fort Lauderdale (FL) location. We look forward to a long-term partnership with the City of Fayetteville.

We will bring innovative and cost-saving measures to your fleet management and maintenance services. An ongoing partnership of collaborative work, insightful consultation and the goal to reduce expenses through effective PM, parts purchasing discounts passed to the City and effective and efficient use of labor.

STAFFING PROPOSAL

We are staffing the location with enough staffing to handle the contract fleet and non-contract fleet needs, to minimize the use of outside vendor work. By drawing on our decades of fleet management experience and our 85 client locations, we are confident in our staffing recommendations for the effective and efficient maintenance of your fleet.

First Vehicle Services is proposing to staff the shop with twenty-four (24) full-time technicians, allowing us to maintain all the Target and Non-Target vehicles in-house during business hours, reducing the amount of subcontracting expense. Staffing the operation with enough qualified Technicians allows for greater shop efficiencies, controlling expense and the quality of work.

| Position | Staffing Level |
|--------------------------------|----------------|
| Project Manager | 1 FTE |
| Operations Manager | 1 FTE |
| Inventory Manager | 1 FTE |
| Shop Supervisor (Second Shift) | 1 FTE |
| Office/ MIS Clerk | 1 FTE |
| Lead Parts Clerk (First Shift) | 1 FTE |
| Parts Clerk (Second Shift) | 1 FTE |
| Service Writer | 1 FTE |
| Lead Technician (First Shift) | 2 FTE |
| Lead Technician (Second Shift) | 2 FTE |
| Technicians (First Shift) | 8 FTE |
| Technicians (Second Shift) | 8 FTE |

| Position | Staffing Level |
|-------------------------------|----------------|
| Emergency Vehicle Technicians | 4 FTE |
| Utility Workers | 2 FTE |

PARTS

First Vehicle Services will maintain the appropriate level of parts inventory, materials and supplies for your specific fleet. In our facility, we will be able to provide allied services such as small engine repair, riding mower and other equipment repair and maintenance. When needed, we will utilize local vendors and manage any outside repairs as necessary.

Parts supply and management provides adequate levels of OEM or equivalent parts in order to:

- Reduce vehicle downtime with proper types and on-hand quantities of parts and supplies
- Maintain parts inventory for most used parts and tracks parts use trends
- Maintain parts levels for “Critical use” parts.

Proactively manage Stocking Levels. We will use both regular physical inventories and our fleet management information system, First Source MIS, to manage the parts inventory. We will establish a preferred vendor, a backup vendor, alternate part numbers, reorder points, and restocking levels for every part in the MIS system. Minimum order points are based on your usage and the time it takes to receive an order. When the part reaches a defined level, a purchase order will be generated, reviewed, and adjusted as necessary.



Scheduled Inventories. We perform a physical inventory at each of our locations every quarter. In addition to our regular cycle counts, outside auditing firms randomly certify the physical counts.

Data-driven Decisions. Our maintenance team performs monthly inventory audits to monitor CPA usage, stocking levels, parts usage, out-of-stock items, and unused inventory. We use this process to improve buying and stocking procedures for our individual locations.

Organized Parts Rooms. We help keep costs low by maintaining a properly stocked and organized parts area. This helps ensure proper placement and grouping of parts.

Parts Warranty Administration. We will administer warranties for parts identified to be either defective, inferior, or non-fit items following repair of a City vehicle or piece of equipment. We will perform necessary work to replace a defective part and such work will be reimbursed directly to FVS by the OEM supplier.

Notwithstanding inspection and acceptance by the City, FVS will warrant products supplied under any agreement resulting from this RFP for sixty (60) days, or the length of time of any warranty given by the manufacturer or rebuilder/ remanufacturer, whichever is greater, after acceptance by the City.

DIAGNOSTICS, SHOP EQUIPMENT AND TOOLING

Innovate First technology solutions such as:

- Two leading maintenance system technologies—**Mitchell 1's ProDemand® for automotive and trucks and two (2) Noregon Systems, Inc. Vehicle Diagnostic System.** ProDemand delivers comprehensive OEM repair, estimating, and maintenance information to our technicians in a real-time environment—enabling the technicians to repair vehicles more efficiently the first time. Noregon Systems diagnostic equipment can rapidly scan a vehicle's computer system and display over 44,000 detailed OEM fault codes. This allows the technician to have visibility to all issues related to multiple vehicle systems—helping the technician to quickly localize the area for the repair, which saves the technician time and results in increased repair efficiency.
- **Paperless Shops Initiative** replaces hard-copy work orders with technician tablets, providing real-time communication of vehicle/ equipment maintenance and repair history information, while reducing time wasted reporting on traditional work orders. This initiative reduces costs and improves the effectiveness of the fleet PM program.

FACILITY

The City can rest assured that its fleet will always be a top priority.

We will provide equipment, service vehicles, tools, manuals, and furniture in the proposed facility. The facility and office and shop equipment used by First Vehicle Services over the term of the Contract will be remain the property of the City upon completion of the Contract.

We will be responsible for providing solid waste disposal, internet and phone services.



TOOLS AND EQUIPMENT

First Vehicle Services will be providing all tools and equipment during the operation of this contract.

Equipment such as air compressors, air lines and oil dispensing will be installed by a licensed contractor and set as a "permanent" fixture to the facility.

HOURS OF SERVICE

The City's fleet maintenance facility will be open during the hours from 7:00 AM to 12:00 AM, Monday through Friday. City vehicles and equipment will be accepted for service during hours of operation between 7:00 AM to 5:00 PM

The facility will be open and operating every scheduled City work day. We will observe the City's holiday schedule. We may work on scheduled City holidays but will not expect delivery of vehicles scheduled for PM inspections or other maintenance services.

PRICING - TARGET COST COMMITMENT ATTACHMENT D

Our Proposal per Attachment D is broken out into four (4) cost components. Each cost component may be reviewed in detail below. The base Price is comprised of the following categories:

- Labor
- Parts
- Overhead Expenses
- Administrative Costs and Management Fees

LABOR

We have set our wages to attract the best experience and talent for the provision of fleet services to Fayetteville. Some fleet maintenance contractors provide low bid offers that include hiring of parts changers instead of qualified technicians. Conversely, First Vehicle Services hires qualified, experienced staff for the proper maintenance and management of your fleet.

Included here are:

- **Payroll:** Wages, salaries and incentives (ASE/EVT certifications) for all technicians, administrative, and supervisory personnel directly assigned to this project, including overtime.
- **Payroll Taxes:** FICA, State, and Federal unemployment taxes
- **Benefits:** Employee medical, dental, life and workers' compensation insurance, and other normal employee benefits such as vacation, paid holidays, sick leave, employee incentives, and 401k plan.

HOURLY RATE*

We calculated our hourly rate for work outside of business hours as follows:

| | |
|--|----------------|
| Wages | \$37.50 |
| Overtime Labor Rate, Benefits & Margin | \$17.50 |
| Hourly Labor Rate | \$55.00 |

**Applied only after normal business hours*

PARTS

Parts used to maintain and repair the City's vehicle and equipment fleet will, at a minimum, meet or exceed the quality of parts furnished originally for the equipment (OEM or equivalent). Rebuilt/ remanufactured parts must conform to the manufacturer's reconditioning tolerances. We will provide specifications for all lubricants, tires, and brake parts at the beginning of contract operations.

Just as we strive to cultivate partnerships with our customers, we do the same with our vendors.

USE OF LOCAL VENDORS/ CORPORATE PURCHASING AGREEMENTS

The vendor relationships we have in place through Corporate Purchasing Agreements (CPAs) ensures that we get quality parts, best service, and reduced pricing. Our CPAs with major parts suppliers include Ford, Chrysler, General Motors, Cummins, Detroit Diesel, Freightliner, International/Navistar, Bridgestone, Firestone, Goodyear, Michelin, Bandag, AutoZone, Petro Canada, Fleet Pride, NAPA, Barnes, Imperial Supplies, and others that provide significant pricing advantages.

CORPORATE PURCHASING AGREEMENTS FOR QUALITY PARTS SUPPLY



FirstGroup America purchase \$250M in parts annually and we can leverage our national fleet discount programs consisting of over 100 vendors which will produce the highest quality parts at the lowest possible price.

Most of our CPA vendors provide parts and services through local dealers. We are committed to supporting businesses in the City of Fayetteville and will use local dealers to purchase parts and services whenever possible.

PARTS SAVINGS

With our purchase power, above and beyond any other fleet management company, we expect The City of Fayetteville to **save** upwards of **30 to 70%** over your current parts purchasing

process and any other vendors ability to purchase parts and pass the savings directly to the City of Fayetteville.

OVERHEAD EXPENSES

These costs include miscellaneous direct expenses that are incurred in the normal day-to-day operation of the maintenance shop and in the administration of the contract. Examples of these costs include, but are not limited to facility lease, utilities, insurance, bonding, postage, office supplies, safety/environmental supplies, training, certifications, drug testing, background checks, recruitment, capital expenditures, and travel cost relating to the performance of the contract.

ADMINISTRATIVE COST AND MANAGEMENT FEES

This cost reflects our corporate overhead expenses (our cost of doing business) for general services such as accounts payable and receivable, human resources, employee benefits administration, and other corporate services that serve to support this project and our on-site staff. The management fee is our charge for managing this project.

ADJUSTMENTS TO THE ANNUAL BUDGET

Our Cost Proposal is set the Target Budget for the first three (3) years of the contract. Adjustments to the annual Target Budget in following years are pursuant to the conduct of the annual meeting between the City and First Vehicle Services. The City will consider an adjustment of the Target Budget in each renewal year in light of the following limitation: The change in all costs (non-Target labor rates and Target services) will not exceed the Consumer Price Index (CPI) for consumers for all items in the Fayetteville-Lumberton- Laurinburg Statistical Area for the prior year.

SHARED SAVINGS/ ANNUAL RECONCILIATION

First Vehicle Services will receive twenty percent (20%) of any aggregate annual savings on the Target Cost Commitment for each contract year in addition to our invoiced costs and fee. Any billing in excess of the amount of the Fixed Price in the Target Cost Commitment shall be obligation of First Vehicle Services and not be borne by the City.

COST ADJUSTMENT FOR CHANGES IN FLEET SIZE

FLEET SIZE OR COMPOSITION

All prior and planned changes to the fleet composition will be incorporated into the Target Fleet and Target Cost Model on an annual basis. Increases in fleet size for each vehicle or equipment classification in exceed of five percent (5%) will be treated as Non-Target units until the following Annual Adjustment. Decreases in fleet size will be captured during the Annual Adjustment.



WHY FIRST VEHICLE SERVICES?

First Vehicle Services prepared its BAFO based on a long-term commitment to the City of Fayetteville, as well as the application of over 35 years of proven fleet maintenance experience delivered to over 55 government contracts nationwide. Leveraging our fleet services expertise through a public-private partnership, First Vehicle Services is fully prepared to:

- **Work effectively from Day 1**
- **Adjust priorities as requested by the City**
- **Proudly employ Fayetteville residents and vendors**
- **Present clear and concise financial and operational solutions**
- **Reduce your overall maintenance expenses over the term of our partnership**

First Vehicle Services will provide Fayetteville with a premier municipal fleet maintenance program you can not only be proud of, but a program that will be recognized as one of the Nation's best municipal maintenance programs.

We are prepared to discuss any of these proposed pricing changes further if needed. Please see the attached acknowledged RFP Addendum 1, dated November 5, 2018 and the executed Fleet Management and Maintenance Contract.

Once again, we remain extremely excited about the possibility of our partnering with the City with the provision of these important fleet maintenance services. Should you have additional questions concerning any aspect of our proposal or BAFO, please continue to contact me at the (330) 321-7647 or Mitchell.Beckett@firstgroup.com Thank you once again for the opportunity to submit this Best and Final Offer.

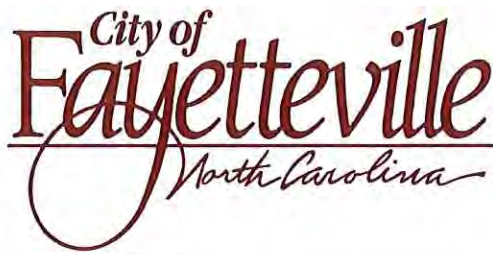
Sincerely,

A handwritten signature in black ink, appearing to read "Mitch T. Beckett".

Mitch Beckett
Director of Business Development
First Vehicle Services, Inc.

ATTACHMENT

Acknowledged Addendum #1: RFP- Fleet Maintenance and Management Services Best and Final Offer (*Dated November 5, 2018*)



PURCHASING

November 5, 2018

MEMO TO: Prospective Firms

FROM: Kimberly Toon, Purchasing Manager

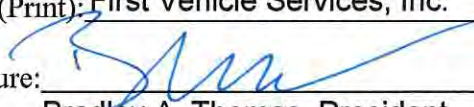
SUBJECT: Addendum #1: RFP – Fleet Maintenance and Management Services Best and Final Offer

| |
|---|
| DUE DATE AND TIME: November 7, 2018; 5:00 p.m. |
|---|

1. The RFP Documents are hereby modified per the attached Addendum #1 dated November 5, 2018. To include the following:
 - a. Total units: 1,286
 - b. Fayetteville Fleet Inventory Target and Non-Target Spreadsheet attached
2. The foregoing changes shall be incorporated in the RFP Documents, and a copy of the Addendum #1, signed by the Firms, must accompany the Proposals to indicate the Firm's familiarity with the changes.

Firm Acknowledgement:

Firm Name (Print): First Vehicle Services, Inc.

Firm Signature: 

Bradley A. Thomas, President

November 7, 2018

ATTACHMENT

Executed Fleet Management and Maintenance Contract: Best and Final Offer

CITY OF FAYETTEVILLE
FLEET MANAGEMENT AND MAINTENANCE CONTRACT
BEST AND FINAL OFFER

THIS AGREEMENT, made this ____ day of _____, by and between City of Fayetteville, (hereinafter referred to as "City"), and First Vehicle Services, Inc., (hereinafter referred to as "Contractor");

WHEREAS, the City has a need to:

- Reduce overall fleet maintenance cost
- Improve vehicle and equipment availability
- Increase overall fleet operating efficiency with an effort to reduce capital expenditures for fleet assets, and
- Improve services offered to the City departments using fleet vehicles and equipment by bringing best practices to the total fleet function.

WHEREAS, the City requires a contractor to maintain its fleet, and whereas Contractor provides fleet maintenance services, NOW THEREFORE:

The City and Contractor, for the consideration stated herein, agree as follows:

1 DEFINITIONS

- 1.1 ABUSE - shall mean the damage or degradation of a vehicle resulting from deliberate actions or omission other than normal wear and tear of the user or use of a vehicle other than as intended or specified by the manufacturer. Abuse must be demonstrated by the Contractor to the Contracting Officer.
- 1.2 ADMINISTRATIVE COSTS - This cost reflects Contractor's corporate overhead expenses for general services such as payroll, accounts payable and receivable, human resources, employee benefits administration, IT support and other corporate services that support their operations under this Agreement.
- 1.3 CITY - Shall mean the City of Fayetteville, a municipal corporation organized and existing under the laws of the State of North Carolina, or its authorized and legal representative (the City Manager or a person he designates in writing).
- 1.4 CONTRACTING OFFICER - Shall mean the City Manager or the official designated by him/her to represent the City in connection with all work, responsibilities, and obligations under this Contract, including, but not limited to, coordination with the Contractor's representative regarding priority of repairs and maintenance and purchasing of equipment.
- 1.5 CONTRACTOR - Shall mean First Vehicle Services, Inc. or its authorized and legal representative.
- 1.6 DOWNTIME - Shall mean that time or percentage of time a Unit is unavailable for use by the City for any reason except: Accidents; Vandalism; Misuse, Abuse; or Acts of God. Downtime is calculated as follows:

The number of hours that a Unit is unavailable during that Unit's Scheduled Operation Time divided by that Unit's Scheduled Operation Time.

A Unit is unavailable anytime that it is not available for service during its defined Scheduled Operation Time. That unavailability begins at the time a Unit fails and the Contractor is notified. That Unit becomes available when the department to which the unit is assigned is notified that the unit is available for service.

- 1.7 FLEET/EQUIPMENT - Shall mean all items or units as listed or described in Attachment A or as may be amended by the City in written form to the contractor.
- 1.8 FACILITY - Facility shall mean the land and buildings which is located at 131 Pepsi Lane, Fayetteville, NC 28301.
- 1.9 FLEET - Shall mean all or such portion of the Units listed in Attachment A (a net total of 1,350 vehicles and pieces of equipment) as the context may require, and any Units that may be added or deleted from the Fleet.
- 1.10 FLEET MANAGER - Shall mean the City official who manages the acquisition, maintenance, assignment and disposition of the City's Fleet under the direction of the City Manager.
- 1.11 NOTICE - Any written notice to be given hereunder by either party to the other party shall be effected by certified mail, return receipt requested.

Notice to the Contractor shall be sufficient if made or addressed to the attention of:

Steve Breeden, Region Vice President
First Vehicle Services, Inc.
3009 Pamplico Highway
Florence, SC 29505

with a copy to:

Dale Domish, Senior Vice President
First Vehicle Services, Inc.
1000 West McNab Road, Suite 103
Pompano Beach, FL 33069

Notice to the City shall be sufficient if made or addressed to:

with a copy to:

Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this Section.

- 1.12 OBSOLETE INVENTORY - Shall mean parts, which cannot be installed in the Units of the Fleet.

- 1.13 OVERHEAD COSTS - These costs include miscellaneous direct expenses that are incurred in the normal day-to-day operation of the maintenance facility and in the administration of the contract. Expenses included, but not limited to:
- Safety/environmental supplies
 - Training certifications
 - Insurance
 - Bonding
 - Postage and office supplies
 - Employee drug testing and background checks
 - Employee recruitment
 - Janitorial Services
- 1.14 PERFORMANCE BOND - Shall mean the form of security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.
- 1.15 PERSONNEL COSTS - Shall mean and include wages, salaries, fringe benefits, payroll taxes, mechanic and management incentive program costs and overtime costs.
- 1.16 PROFESSIONAL FLEET/EQUIPMENT MANAGEMENT PRACTICE - Shall mean the minimum acceptable management practices that are generally recognized as the industry best practice by fleet operators or original equipment manufacturers for obtaining the maximum functional and economic service from fleet and equipment, resulting in the optimal period of retention and lowest life cycle costs.
- 1.17 RE-REPAIR - The repairs of the same failure within the warranty period due to parts failure, misdiagnosis or mechanics' error.
- 1.18 SCHEDULED OPERATION TIME – Shall mean the hours of operation assigned to a given unit or unit category as set out in Attachment B. The City can adjust the hours of operation for a unit or unit category annually at least 60 days prior to the Contract renewal. The default Scheduled Operation Time for vehicles or equipment not specifically listed in Attachment B is 24 hours a day, 365 days a year.
- 1.19 SUBCONTRACTOR - Shall mean and include any agent, including any independent contractor of Contractor or any other person retained or used by Contractor who is not an officer, employee, or representative of Contractor to provide any services and to fulfill any obligation in connection with this Contract.
- 1.20 TARGET FLEET – All Units in the City's Fleet that fall within the Life Cycle Guidelines in Attachment C or that are agreed to be within Target Fleet by the parties after refurbishment, assessment, or other actions established by the parties which shall be memorialized through revisions to Fleet Inventory Attachment A.
- 1.21 UNIT - Shall mean any vehicle or equipment owned, leased or operated by the City and identified in the listing of the City's Fleet included in Fleet Inventory Attachment A. The City may at any time amend the list of Units in Fleet Inventory Attachment A upon written notification to Contractor and subject to the provisions of Section 5.4.2.
- 1.22 UTILITY - Shall mean electric, gas, water and sanitary sewer.
- 1.23 WASTE - Shall mean and include any matter, whether solid, liquid or gaseous, which is generated by Contractor during its performance of the Contract and which Contractor

desires to dispose or abandon.

2 CONTRACT

2.1 The Contract shall consist of this document and the following attachments:

- 2.1.1 Attachment A – Fleet Inventory / Target Fleet
- 2.1.2 Attachment B – Scheduled Operation Time
- 2.1.3 Attachment C – Life Cycle Guidelines
- 2.1.4 Attachment D – Target Cost Commitment
- 2.1.5 Attachment E – Performance Standards
- 2.1.6 Attachment F – Sub-Lease
- 2.1.7 Attachment G – Shop Premises and Improvements
- 2.1.8 Attachment H – Shop Fixtures, Equipment, and Tools

3 CONTRACTOR'S RELATION TO CITY

- 3.1 **CONTRACTOR AS INDEPENDENT CONTRACTOR** - It is expressly agreed and understood that the Contractor, its employees and agents, is in all respects an independent contractor of the City and not an agent, servant or employee of the City. This Contract specifies the scope of services, but, subject to this Contract, the precise and exact method to be employed to accomplish the work shall be the sole responsibility of the Contractor.
- 3.2 **SUBCONTRACTING** - Contractor may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withhold approval. No such approval will be construed as making the City party of, or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the City shall deal through the Contractor, and subcontractors will be dealt with as workmen and representatives of the Contractor.
- 3.3 **CITY REPRESENTATIVE** - Unless otherwise provided in this Contract, the Contracting Officer is hereby authorized to act on behalf of the City as to all matters relating to this Contract and/or the services being performed hereunder. The Contracting Officer or his or her written designee shall decide any and all questions which may arise as to the quantity, character, and quality of services performed or to be performed pursuant to this Contract.
- 3.4 **INSPECTION OF WORK** - The Contractor shall furnish the Contracting Officer or his or her written designee with reasonable opportunity for determining whether or not the work is performed in accordance with the requirements of the Contract. The Contracting Officer shall appoint qualified persons to inspect the Contractor's operations, equipment and service, and Contractor shall permit these written designees to make such inspections at a reasonable time and place upon reasonable prior notice to Contractor. The designees shall be permitted to review and inspect work as it progresses, make recommendations to the Contractor, approve and disapprove work and act on behalf of the Contracting Officer during daily operations. The Contractor shall provide read only access to all Management Information Systems data as an

additional means for the City to inspect the Contractor's work.

- 3.5 TERM OF CONTRACT - The term of this Contract shall be ten (10) years from July 1, 2019 to June 30, 2029.
- 3.6 OPTION TO EXTEND - This Contract may be renewed, expanded and extended by written mutual agreement for up to two (2) renewal periods of up to a five (5) year term each, provided that:
- a) Contractor's performance for the prior period of service has been considered acceptable;
 - b) New budget has been prepared, submitted and determined acceptable by both parties; and,
 - c) Funds have been appropriated by the City Council for the new contract term.
- 3.7 ANNUAL MEETING - An annual meeting between the Parties shall be held each November, whereby an overall assessment of the Contractor's contract performance will be reviewed. The Contractor shall bring to this meeting suggestions and recommendations that will enhance the program favorably and be beneficial to both Parties. This will include any recommendations for changes in fleet composition or vehicle replacement. If the Contractor's performance has been considered acceptable, the City, during this meeting, shall request that the Contractor prepare and submit for consideration any proposed revisions to the Target Cost Commitment for the next fiscal year consistent with Section 5.4. The new budget shall be finalized no later than the end of February, in conjunction with the City's annual budget process. If an agreement acceptable to both Parties cannot be finalized by March 31st, either party may terminate this contract, upon written notice to the other party, as of the end of the then current contract year.
- 3.8 COMPLIANCE WITH LAWS AND ORDINANCES - Contractor shall comply with all applicable ordinance, statute, law or regulation herein effect or hereafter adopted.
- 3.9 RIGHT TO REQUIRE PERFORMANCE - The failure of a party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of that party thereafter to enforce same. No waiver by a party of any breach of any provision hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- 3.10 RESOLUTION OF DISPUTES - Any controversy which shall arise between the Contractor and the City regarding the rights, duties or liabilities hereunto of either party, shall be referred to Pre-suit Mediation and in the event the parties are unable to successfully mediate their differences, the matter may be heard in the applicable court, venue being in a court of competent jurisdiction in Cumberland County, North Carolina. North Carolina law shall govern all disputes, issues or problems that may arise under this Agreement.
- 3.11 GUARANTEE OF PERFORMANCE -The Contractor shall be required to furnish a Performance Bond or letter of credit which shall be acceptable to the City Attorney, in the amount of one hundred percent (100%) of the Operating Target price, for each Contract year, as security for the satisfactory performance of the obligations of Contractor under this Contract.
- 3.12 ASSIGNMENT - The duties and obligations assumed by Contractor are not transferable or assignable without prior written consent of the City, which consent shall

not be unreasonably withheld or delayed. All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of the Parties hereto and their respective heirs successors and assigns, except in the case of bankruptcy or insolvency. In the event that Contractor shall become bankrupt or insolvent or should a trustee or receiver be appointed to administer the Contractor's business and affairs, neither this contract nor any interest herein shall become an asset of such trustee or receiver. In the event of such an appointment of a trustee or receiver, this contract shall immediately terminate.

3.13 TERMINATION

3.13.1 For Convenience: After June 30, 2022, the City, without cause, may terminate this Agreement at its convenience with no less than one hundred eighty (180) days advance written notice to the Contractor. In the event such a termination is made by the City, the City shall be liable for the payment of all work or services properly performed or accomplished by the Contractor prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be canceled and were purchased or committed prior to the effective date of termination and other reasonable costs as may be directly associated with the termination, including but not limited to the reasonable cost of terminating existing subcontracts and vendor contracts and the unamortized cost of the fixtures, equipment and tools (Attachment H) paid for by the Contractor pursuant to Section 4.2 hereof..

3.13.2 For Cause: Either party may terminate this contract for cause, default or negligence by giving the other party written notice thereof, specifying with particularity, each such cause, default, or negligence. The party in default shall have thirty (30) working days after receipt of such notice to cure or take responsive and reasonable measures to eliminate or correct the default. If the party in default fails to eliminate or take reasonable and responsive measures to correct the default within the thirty (30) working day period, the other party may declare the contract terminated.

3.13.3 Non-Appropriation: Any contract entered into by the City resulting from this Contract shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. The City will use its best efforts to cause funds to be appropriated by the City each fiscal year and will include in its proposed budget the cost of this Contract. In the event the City receives information that indicates funds will not be appropriated for this Contract, it will promptly notify the Contractor in writing and will meet in person with Contractor to discuss resolution of such situation and permit the Contractor to appear before its governing board to discuss this non-appropriation. In the event that funds are not appropriated, the Contractor shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City to conduct its affairs.

3.14 TRANSFER OF OPERATIONS - In the event the Contractor defaults by failing to begin service at the time specified or discontinues a material portion of the service provided for by this Contract, the City may, at its election and upon ten (10) working

days written notice to Contractor, take possession of all equipment and facilities owned by the City which are used by the Contractor in connection with this Contract and operate and use the same in the performance of the services described herein. The Contractor agrees to surrender peacefully said equipment and the Facility upon receiving an itemized receipt from the City for said items, and to cooperate to the extent necessary to enable the City to take over and carry out the services herein described. All payments by the City, except those for services previously rendered or costs incurred and reimbursable to the Contractor pursuant to this Contract, shall cease.

3.15 INVESTIGATIONS - The Contractor shall cooperate with the City on any investigation related to any Unit in the Fleet. Such investigation may, by way of example, but without limitation, include an inquiry into the nature, cause, and extent of any accident, fire, or other defect, failure or break down of any Unit in the Fleet.

3.16 EXTRAORDINARY OCCURRENCES - It is agreed that in no event shall the City or Contractor be liable or responsible to each other or to any other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, labor disputes, strikes, or any other natural act or circumstance totally beyond the control of the City or Contractor. Contractor recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences. In the event an extraordinary occurrence prevents performance of the Contract, Contractor and City shall negotiate an appropriate adjustment, if any, to the Operating Target price herein.

3.17 COMPLETE AGREEMENT - This agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. No representation or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises. If any term or provision of this agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

4 FACILITIES AND EQUIPMENT

4.1 FACILITY - Work will be performed at the facility located at 131 Pepsi Lane, Fayetteville, NC, (the "Facility"). The Facility will be provided to the Contractor for its use in providing the services identified herein under the terms and conditions of the Sub-Lease Agreement executed separately and included herein as Attachment F. The City will be responsible for Utilities which does not include telecommunications, data, or similar services.

4.1.1 Up Fit/ TI: The premises initially assigned for use by the Contractor and any improvements thereto required to be completed before commencement of operations are described in Attachment G.

4.1.1.1 Should the City fail to provide the Facility to the Contractor in the condition

described in this Contract on or before the date established by this Contract for Contractor to commence performance hereunder then, on request, the City will reimburse the Contractor for incurred employee payroll expenses, including benefits and payroll taxes, in an amount sufficient to make Contractor whole for such costs and expenses incurred by it from that date until the Facility is delivered to Contractor. The Contractor will provide the City detail in the form of receipts, pay stubs and other evidence to support any claim for such costs and expenses.

- 4.1.2 Maintenance: The City will be responsible for all maintenance with the exception of damage caused by Contractor's misuse, abuse, or neglect.
- 4.1.3 Janitorial/Waste Disposal: The City will provide standard office janitorial service for office space within the Facility. The Contractor shall be responsible for maintaining the shop area, vehicle and part storage areas, and fueling areas in a clean and safe condition including properly disposing at its expense all trash and other wastes generated during the course of the Contract. The Contractor shall maintain records of all hazardous chemicals and other hazardous waste. The records shall contain the materials' origin, use, transportation, and ultimate distribution and disposal. All disposals shall be in accordance with the current City, State and Federal laws and EPA regulations. The Contractor shall provide training and management for employees working with and handling hazardous materials, in accordance with laws and EPA regulations. The contractor will provide a written Hazard Communication Program. The Contractor agrees to hold the City harmless from any liability for all actions of the Contractor relating to the disposal of waste.

4.2 EQUIPMENT / FIXTURES – The Contractor shall be responsible for providing all furniture and equipment necessary for their operations within the Facility. The Contractor will provide all fixtures, equipment, tools, (Attachment H) and miscellaneous supplies necessary to provide all services.

- 4.2.1 Fixtures: The Contractor shall provide all fixtures necessary for their operations. All fixtures, as set out in Attachment H, shall become the property of the City at the conclusion of the initial contract term. The Contractor shall be responsible for the maintenance and repair of all fixtures to ensure their continued safe and efficient operation.

5 COSTING METHODOLOGY

- 5.1 TARGET COST MODEL – The Contractor will perform all services identified herein with regards to the Target Fleet for actual incurred costs including parts, supplies, outside services, Personnel, Overhead, Administrative, and Management Fee up to the maximum identified in Target Cost Commitment, Attachment D.
- 5.2 PARTS/SUPPLIES/OUTSIDE SERVICES – Includes costs for all repair parts and materials (including sales taxes), bulk fluids (excluding fuel), lubricants, tires, batteries, freight charges on parts, unserviceable cores, and warranty credits as well as the cost for outside services used to maintain the fleet. Subcontracted service costs are the cost for both parts and labor performed by outside subcontractors for such repairs as engine/ transmission rebuilding, radiator repair, or glass repairs, etc.

- 5.3 NON-TARGET COSTS - These are items that will be paid monthly by the City to the Contractor at the Contractor's actual incurred cost, plus the Contractor's markup as identified in Target Cost Commitment, Attachment D. Labor Costs, however, will not be charged for labor provided to Non-Target Fleet during standard daytime operational hours. Labor performed outside that time will be charged at the Hourly Rate identified in Target Cost Commitment, Attachment D. Non-Target Work includes:
- 5.3.1 Accidents: physical damage to vehicles caused by operator error or by another vehicle that result in a completed accident report.
 - 5.3.2 Capital Improvement: any requested modification to a vehicle or piece of equipment already in service that results in a change in the capital cost of the vehicle, including major refurbishment of chassis and/or bodies and attached equipment.
 - 5.3.3 Damage / Operating: physical damage to a City vehicle during its operation resulting from Abuse, operator error, misuse, or unreported accidents. Contractor is aware that certain types of the City equipment including trash trucks, backhoes, snow removal, and street sweepers operate in severe use conditions. The City will not accept normal damage in operation of this equipment as Non-Target services.
 - 5.3.4 Damage / Physical: physical damage to a City vehicle resulting from vandalism, theft, natural disaster, weather, or unreported accidents when a vehicle is parked or unattended.
 - 5.3.5 Excluded Equipment: refers to repairs to equipment not specifically included in the fleet inventory covered by this agreement (e.g. stationary generators, boats, and temporary units).
 - 5.3.6 Modifications: refers to changes to the equipment, configuration, and/or appearance of a vehicles requested specifically by the City, including changes required by statute that are not capitalized into the cost of the vehicle.
 - 5.3.7 Other Services: refers to services provided by the Contractor at the request of the City not specifically defined in this agreement.
 - 5.3.8 Vehicles/Units outside of Life Cycle Guidelines, Attachment C.
- 5.4 ADJUSTMENTS TO TARGET COST COMMITMENT, Attachment D – This will be adjusted based on the following:
- 5.4.1 Annual Adjustment: Effective for year four and each subsequent year of the contract, the fixed price for Target Fleet work, including the Contractor's fee, shall be adjusted. During the Annual Meeting between the City and the Contractor, the Contractor's performance will be reviewed. The meeting shall also include a review of the Contractor's cost of doing business. A change in all costs (non-Target labor rates and Target services) will not exceed the Consumer Price Index (CPI) for consumers for all items in the Fayetteville-Lumberton-Laurinburg Statistical Area for the prior year. Administrative Costs and Management Fees will continue to be the same percentage of the total Target Costs. Changes to the Contract shall be documented in a Contract Amendment.
 - 5.4.1.1 Unusual Cost: Contractor can request a Target Cost adjustment that exceeds the CPI if that change in cost is based on the documented impact of a change in federal, state, or local law.
 - 5.4.2 Fleet Size or Composition: All prior and planned changes to the fleet

composition will be incorporated into Target Fleet and Target Cost Model on an annual basis. Increases in fleet size for each vehicle or equipment classification in excess of 5% will be treated as Non-Target units until the next Annual Adjustment. Decreases in fleet size will be captured during the Annual Adjustment.

- 5.5 SHARED SAVINGS / ANNUAL RECONCILIATION – Contractor will receive twenty percent (20%) of any aggregate annual savings on the Target Cost Commitment for each contract year in addition to Contractor's invoiced costs and fee. Aggregate annual savings are defined as the difference between the twelve-month billed costs, and the Fixed Price included in the Target Cost Commitment for that period when the aggregate billed amount is less. Any billing in excess of the amount of the Fixed Price in the Target Cost Commitment shall not be an obligation of the City and shall be borne totally by Contractor.

6 SCOPE OF SERVICE

- 6.1 GENERAL - The Contractor shall provide scheduled preventive maintenance, remedial repairs, warranty and recall work, overhaul, mobile service, towing, tire service and replacement, motor pool operations, fleet management, vehicle acquisition and disposal, parts inventory acquisition and maintenance, and such other allied services as may be required to assure the continuity of effective and economical operation of Units as described in Attachment A. The Contractor shall furnish all supervision, labor, tools, parts, materials, supplies, repair guides, diagnostic repair materials and sub-contractors services required to maintain the fleet in a state-of-repair and service consistent with Professional Fleet/Equipment Management Practice.
- 6.2 PREVENTATIVE MAINTENANCE (PM) - Contractor will perform regularly scheduled maintenance actions in accordance with industry best practices and manufacturers' specifications, warranty requirements, and industry specific standards applicable to specialized equipment; National Fire Protection Association for fire apparatus for example. PMs on garbage trucks shall be scheduled weekly outside operational hours on all garbage or refuse trucks due to its high use. The program will be reviewed with the City on an annual basis to ensure that it reflects changes in the fleet and industry wide changes in requirements for service and, operating efficiency, and service life while minimizing Downtime, unscheduled breakdowns, and safety hazards. (See Section 7.6)
- 6.3 REPAIRS - Contractor will perform all required repairs for Units under this contract necessary for Units to operate efficiently and safely. This may include the utilization of outside service vendors for repairs requiring skills or equipment not available to Contractor.
- 6.3.1 Hours of Service: Contractor will provide repair and other services during at least the hours of Monday through Friday 7:00 am to 5:00 pm. Contractor will also operate a second shift from 5:00 pm to 12:00 am to complete maintenance and repairs while minimizing Operational Downtime.
- 6.3.2 Quick Fix: Contractor will provide a Quick Fix function for minor repairs of less than a one-hour duration when the vehicle operator chooses to wait for service. Vehicles repaired under Quick Fix will be moved to top priority. Some

examples of Quick Fix repairs are: headlight and fuse replacement, fluid replenishment, windshield wiper service and fixing flat tires. Quick Fix activities will be assigned to dedicated bays within the Facility and made available based upon the capacity of the shop and complexity of the needed repair. The determination of Quick Fix availability will be made at the conclusion of the initial vehicle assessment. PMs will not be conducted as a Quick Fix function.

- 6.3.3 Warranty / Recall Work: Contractor will administer all warranties and recalls, both for vehicles and parts. Such work will be reimbursed directly to Contractor by the equipment manufacturer and the City will not be charged for such work. Payments and adjustments received by Contractor for warranty work will be credited to the City account. Contractor will work to obtain authorization from vehicle manufacturers to perform in-house warranty work on City vehicles.
- 6.3.4 Tire Program: Contractor will purchase and provide all tires for the duration of the Agreement. All tires must be steel-belted radials of the same quality, performance and load range currently utilized on the City's equipment. Contract's tire inventory levels shall be sufficient to maintain service failures for a minimum of three (3) working days. Contractor will track tire usage through its fleet management information system and establish automated reorder points to ensure that the appropriate inventory levels are maintained. Non-pursuit tires will be replaced when they have reached 4/32 tread depth or have failed or are unacceptable due to weathering or other unacceptable conditions that affect the safety and performance of vehicles and equipment. Pursuit tires will be removed and replaced at 6/32 remaining tread depth. Pursuit rated tires will not be plugged or patched for use on police vehicles. Contractor will also manage a tire recap program and provide tire repairs services to all fleet vehicles and equipment. Contractor shall provide on-site wheel balancing for all tires up to 11.R22.5 in size. All wheel balancing and tire mounting equipment shall meet OSHA approved safety requirements.
- 6.3.5 Welding/Fabrication: All costs related to welding and fabrications are non-target costs for work performed on vehicles and equipment. Contractor will provide an American Welding Society (AWS) certified welder or outsource these services.
- 6.3.6 Road Calls: The City towing contractors will be dispatched to retrieve and deliver the vehicle to Facility for service.
- 6.3.7 Mobile Service Unit: Contractor will operate a Mobile Service Unit to provide minor service repairs and PMs onsite when doing so is technically feasible and reduces Downtime. Examples include PMs and minor repairs for fire apparatus that can be accomplish at the station of service and equipment requiring minor repairs in the field to return the Unit to operational status.
- 6.3.8 Vehicle Safety & Emission Inspections: Contractor will be responsible for providing all state required pre-registration safety and emissions inspections. Contractor will also perform a full safety inspection at the conclusion of any repair or PM. Road tests or similar best practices will be used to ensure that all repair work has successfully resolved the operational issues identified. Contractor will maintain current records on every manufacturer's recalls,

technical service bulletins, and safety bulletins to ensure that all affected vehicles are corrected to meet manufacturer's standards.

- 6.3.9 Refurbishment: The City may decide to refurbish an existing unit to extend its life or alter its intended use in the fleet. Refurbishment may include replacement of bodies, the rebuilding of major components such as the engine or transmission, or the addition of new equipment or accessories. Contractor will assist the City with evaluating Units under consideration, obtaining quotes to complete the services in accordance with the City requirements and manage the completion of the project. Contractor will classify refurbishment work orders as a Capital Improvement Non-Targeted service.
- 6.3.10 Accident Repair: Contractor will be responsible for processing accident repairs including appraisals. A minimum of three (3) repair estimates will be obtained and contractor will manage repair timeliness, payment of invoices and inspect the quality of repairs. Third-party invoices for accident repairs will be considered a Non-Contract service and will be paid by Contractor and invoiced to the City at cost, without markup. Accident processing and repairs are the joint responsibility of the Contract Manager, or their designee; Department Head; Purchasing Agent, Risk Manager and Contractor. This joint effort will be chaired by the City Risk Manager. Insurance settlement proceeds would be paid directly to the City.
- 6.3.11 Vehicle Damage: It is the responsibility of Contractor to notify the City whenever a vehicle shows physical damage not associated with a reported accident or normal operation. The City classifies damage in one of two ways: damage incurred while the vehicle was operating or damage that occurred when the vehicle was not in use. Contractor will identify the base cause for the damage and classify the repair appropriately. Contractor has the responsibility to identify any evidence of abuse, misuse, or obvious error by the operator resulting in physical damage to the vehicle. In such cases, Contractor will proceed to repair the vehicle and will provide the City with documentation of the suspected abuse as part of the next day daily report to the City. The City will review the documentation, speak with Contractor where necessary, and determine whether to charge the operator with the error.
- 6.3.12 Outside/Subcontracted Services: Contractor will arrange and manage outside repairs that can be more economically performed by a third-party vendor. Even routine repairs, because of time constraints or scheduling, might be performed by a third-party vendor. These repairs will be considered contract services and will not generate an additional invoice to the City. Contractor will be responsible for the paperwork, invoicing, quality control and delivery and pickup of vehicles repaired by third-party vendors. Any repairs re-billed to the City as Non-Contract work will be invoiced at Contractor's cost with no markup. Contractor's subcontracting plan will be reviewed periodically to ensure that third-party vendor versus in-house repair decisions remain justified and in the City's interest. Contractor will prefer those vendors within the local economy and with a positive past performance history with the City. The City may identify specific vendor(s) to be used to service specialized equipment or equipment that has warranty or similar service constraints.

- 6.4 SECURITY – The Contractor will be responsible for maintaining the security of City police patrol and undercover vehicles while being serviced and maintained as part of this agreement. The Contractor will further ensure that the confidential nature of these vehicles is maintained, including the security of special equipment inside the vehicles. The Contractor will take the following actions at a minimum:
- 6.4.1 Provide a location at the facility for the City to locate a locking safe for officers to secure weapons while their units are being serviced.
 - 6.4.2 Prohibiting employees from handling and tampering with special equipment.
 - 6.4.3 Verifying and maintaining the integrity of our mechanics and staff and controlling idle discussion by our employees about these vehicles.
- 6.5 INCLEMENT WEATHER SUPPORT - Contractor will mobilize the Facility and provide repair and maintenance services for the duration of emergency situations. They will provide appropriate staffing levels to ensure continuous vehicle operational levels as determined by the City up to our maximum staffing levels, but also will provide staffing above and beyond our maximum staffing as indicated in any emergency plan established by the parties. This support may occur outside of normal hours of operation and may involve any number of employees, equipment and vehicles and may include mobile command centers, generator maintenance and repair, equipment deployed in debris removal efforts, etc.
- 6.5.1 Emergency Service Costs: Contractor's costs incurred during emergency situations that occur outside of normal hours of operation are not included in Target Costs. Approved costs incurred will be billed to the City at the Hourly Rate identified in Target Cost Commitment, Attachment D.
 - 6.5.2 Emergency Plan: Contractor will work with the City to develop a specific Emergency Plan that will go into effect in the event of an emergency situation. This plan will include staffing commitments, response times and a chain of contact. In addition to local, on-site personnel the managers from Contractor's other facilities will be part of the plan, if necessary.
- 6.6 PARTS AND UNIT INVENTORY MANAGEMENT - Contractor will furnish all parts, tires and supplies necessary to maintain and repair the vehicles and equipment in the City Fleet. Contractor will obtain City approval for new product lines before they are introduced into the parts supply. Parts installed on vehicles and equipment are identified by part number and cost on the maintenance work order. Contractor will coordinate any changes in tire applications as they affect Law Enforcement vehicles. Contractor will also manage the acquisition, provisioning, and disposal of additions and deletions from the Fleet.
- 6.6.1 Parts Quality: Contractor will provide parts that are OEM or OEM equivalent quality aftermarket replacement from a reliable supply provider. In cases where aftermarket parts exceed original manufacturer specifications, Contractor will opt to provide the preferred parts. Rebuilt components will only be used in those special cases where an alternative is either unavailable or not in the best interest of the City. Lubricants, oils and other chemicals used on City vehicles and equipment will meet American Petroleum Institute specifications for the particular application. In all cases, the consistent availability of high quality parts will determine part sourcing decisions.
 - 6.6.2 Parts Warranty: Contractor will warrant products supplied under any this

agreement for sixty days (60), or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance by the City.

- 6.6.3 Unit Acquisition: Contractor will at least annually provide the City with a list of Units that it is recommending for replacement during the next funding cycle. That recommendation will be based on industry best practice focused on reducing lifecycle cost and Downtime. Contractor will also analyze refurbishment, change in operational assignment, Unit reconfiguration, or other methods of extending the Unit's useful life. These recommendation will be provided during the Annual Meeting discussed in Section 3.7. The format of the recommendations will allow for them to be sorted by priority for each operating unit. Contractor will also review operational requests for new Units and provide recommendations regarding specifications, alternative Units, and any strategies for achieving the purposes of this agreement.

- 6.6.4 Unit Prep and Disposal: Contractor will work with City purchasing to procure all Units purchased and arranged for them to be delivered to the Facility. Contractor will then inspect the vehicle for compliance with purchase specification and any damage that may have occurred in transit. Contract will enter the Unit into the City's Fleet and "in-service" the Unit which will include all actions necessary to prepare the unit for operation including, but not limited to; installation of fuel management dispensing system, any decals or vehicle markings, checking fluids and tire pressure and coordinate any-post-delivery upfitting of the vehicle, including radios, light bars, telemetric equipment, and other Non-Targeted accessories. Additionally, Contractor will coordinate the delivery of the Unit to the department, provide a basic walk-through of the Unit with the operator, and coordinate any vendor-provided operator training. For replacement Units, this will include securing the Unit to be replaced prior to releasing the new Unit. Contractor will manage the disposal of any Units replaced or otherwise removed from the fleet consistent with state law and best management practices to secure the most residual value for any such Unit to the City.

- 6.7 DIRECTED WORK & TECHNICAL ADVICE - The City may direct Contractor to perform additional tasks related to the proper management and upkeep of the Fleet. If additional tasks are required, Contractor will receive a written task order detailing the tasks to perform. Contractor will submit a proposal to perform the specified tasks on a Targeted price basis that itemizes the direct labor, parts, sub-contracted services, and materials. The City will accept or reject the proposal. If accepted, Contractor will perform such assignments in accordance with an agreed schedule.

7 QUALITY PERFORMANCE STANDARDS

- 7.1 The Parties understand the importance of ensuring that the Fleet is available for the provision of City operations. The dominant consideration will be the actual availability of Fleet Units to complete operations during Scheduled Operation Time. The following performance standards have been established to minimize Downtime as defined herein. Penalties for failing to meet the defined standards are set out in Attachment E,

Performance Standards. The Fleet Manager will provide a report to the Contractor monthly by the 10th day of any penalties assessed under this section, if any, during the previous month. The report shall contain sufficient information to allow the Contractor to verify the service deficiency. Penalties shall be applied as a credit to the Contractor's invoice for the month in which the report is received. The Contractor can appeal penalties to the Contracting Officer by providing notice and supporting information within the month in which the report is received.

- 7.2 EXCEPTIONS - The following are excluded from the calculation of Downtime:
 - 7.2.1 Non-Target units or repairs;
 - 7.2.2 Vehicles awaiting repair authorization from the City (the time between the documented vehicle repair authorization request and the documented approval from the City will be excluded)
 - 7.2.3 Vehicles specifically exempted by the City
- 7.3 FLEET AVAILABILITY - Daily and Monthly performance standards, and any penalty for failure to meet those standards are included in - Performance Standards, Attachment E.
 - 7.3.1 Daily Fleet Availability: Calculated by taking the total units in the class minus the count of units out of services as of the end of second shift each day.
- 7.4 TURNAROUND - Contractor shall complete 80% of maintenance and repair work orders within 24-hours and 90% in 48-hours from the time the vehicle becomes available for service until the user has been notified that the vehicle is ready. Weekends and holidays do not count in the calculation of turnaround time. Regardless of these standards, Contractor will notify user departments when any vehicle will be out of service for 48- hours more.
- 7.5 REWORK - All Materials, parts, and workmanship furnished by Contractor will be of high quality and free from defects and imperfections and will meet all OEM standards and specifications. Contractor will track and identify multiple repairs for the same deficiency in the same vehicle (rework) and shall not bill the City for any rework that occurs within the following periods: Engine and Transmission Overhauls – 12 months or 12,000 miles, All Other Work – 90 days or 4,500 miles. Contractor will not exceed one percent (1%) incidents of rework in any single month (measured by number of repair tasks and not number of repair work orders.)
- 7.6 PREVENTIVE MAINTENANCE (PM) - Every effort will be made to establish PM schedules that allow for PM services to be completed outside of Scheduled Operation Time. PM schedules adjusted for this purpose that call for the completion of PM services early or within a reasonable time after the standard PM schedule will be deemed in compliance with the standard PM schedule for all purposes herein. Contract will make sufficient 30 min. PM appointments available to Police patrol take home vehicles to allow at least 50% of the lowest intensity, highest frequency PM's to be completed utilizing these appointments. PM services completed within 10 days of schedule shall be deemed timely.
- 7.7 GENERAL SERVICES ADMINISTRATION (GSA) - The Contractor's operations will conform to GSA standards for light vehicle maintenance to support an opportunity to perform subcontracted work for the Dept. of Defense. The parties will enter into an addendum to this agreement to clarify any operational and cost implications of such

services.

8 INVOICING AND PAYMENT

- 8.1 REGULAR INVOICING - The Contractor shall prepare a unit-of-service total invoicing after each repair or preventative maintenance. Invoicing is to include all cost subcategories relevant to the costing methodology in order to provide a complete cost of work performed regardless of the contractual nature of the service being provided, and to break out these costs by type of service, vehicle, equipment and department assigned. These unit-of-service invoices will be preserved for review and audit as described herein. The Contractor shall prepare a summary invoice for payment monthly with the total charge allocated to operating departments as defined by the City. All charges for sales tax will be called out in the monthly invoice for payment which shall be prepared within ten (10) working days of the closing of the payment period.
- 8.2 PAYMENTS - All invoices submitted by Contractor pursuant to this contract shall be paid by City within thirty (30) days of the invoice date. In the event invoices are not paid within thirty (30) days of the invoice date, the City will be subject to a late payment penalty of 1% of unpaid balance applied monthly until paid.
- 8.3 DISPUTE OF INVOICE AMOUNT - The City reserves the right to verify invoices prior to payment. The Contractor shall provide the City verification data of any items questioned for the amount claimed and provide complete cooperation to the City. Invoicing shall be connected electronically to the City's current Accounting, Maintenance, and Inventory system unless otherwise specified. The City reserves the right to add or delete any electronic data services as needed. The City's obligation to pay any portion of an invoice disputed in good faith shall be abated until the issue has been resolved, provided, however, that this dispute period does not extend for more than thirty (30) days. Any disputes unresolved after this period will be submitted to the contract's dispute resolution process for settlement.
- 8.4 SAVINGS – See Paragraph 5.5

9 CONTRACTOR'S PERSONNEL

- 9.1 GENERAL - It shall be the responsibility of the Contractor to provide competent, well-trained and qualified personnel, in sufficient numbers for providing responsive, Professional Fleet/Equipment Management Practice services to and on behalf of the City for all units and equipment as listed and identified within Attachment A. Additionally, the Contractor shall provide and assign a Project/General Manager who will be charged with the direct responsibilities of the performance of all duties in achieving or providing the contract requirements.
- 9.2 BENEFITS - The Contractor's employees shall not claim any City rights or benefits as a condition of their employment in the performance of this Contract.
- 9.3 COMPLIANCE WITH LAWS - The Contractor shall comply with all applicable Federal, State and City laws relating to wages, hours, health, safety, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect, including but not limited to Occupational Safety and Health Act and the Fair Labor Standards Act.

10 INSURANCE

10.1 GENERAL - The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph, and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved.

10.2 WORKER'S COMPENSATION - Workers' Compensation and Employers' Liability Insurance: The Contractor shall take out and maintain during the life of this contract workers' compensation insurance as required by the laws of the State of North Carolina and Employers' Liability with limits of \$100,000 each accident, \$500,000 policy limit and \$100,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under this contract is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.

10.3 GENERAL LIABILITY - The Contractor shall take out and maintain during the life of this contract commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.

10.4 AUTOMOBILE LIABILITY - The Contractor shall take out and maintain during the life of this contract automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles.

10.5 GARAGE KEEPER'S LIABILITY - The Contractor shall take out and maintain during the life of this contract garage keeper's liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate.

10.6 CERTIFICATE OF INSURANCE - The Contractor shall furnish the City, prior to the start of any operations under this Contract, satisfactory proof of insurance required with an insurance company qualified to do business in the State of North Carolina and acceptable to the City. Each insurance certificate shall contain a clause substantially as follows: The City shall be named as additional insured on all liability policies for claims arising under this Contract. The above described insurance policies must not be canceled or changed without sixty (60) days prior written notice to the City. Lack of notice or cancellation of the policy will be deemed a breach of the Contract by the Contractor.

10.7 OTHER PROVISIONS

10.7.1 Any deductible or self-insured retention must be declared to and approved by the City.

10.7.2 The policies are to contain, or be endorsed to contain, the following provisions:

10.7.2.1 Commercial General Liability Coverage:

10.7.2.2 The City of Fayetteville, its officials, employees and volunteers are to be covered as additional insurers as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of

- protection afforded to the City, its officials, employees or volunteers.
- 10.7.3 The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - 10.7.4 Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 10.7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, and volunteers. In the event the City is damaged by the failure of the Contractor to maintain such insurance and to so notify the City, the Contractor shall bear all reasonable costs properly attributable thereto.
- 10.8 SUBCONTRACTORS - Contractor shall include all subcontractors as insurers under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
- 10.9 NO WAIVER OF IMMUNITY - Any insurance coverage required by the terms of this contract shall not be deemed a contract of insurance purchased by the City nor a waiver of the City's immunity pursuant to NCGS 160A-485.

11 RECORDS

- 11.1 ACCESS TO BOOKS AND RECORDS - The authorized representatives of the City shall have access, at all reasonable times and upon prior notice to the Contractor's Project Manager, to all of Contractor's non-privileged personnel, books, records, correspondence instructions, plans, drawings, receipts, vouchers, and memoranda of every description pertaining to work under the Contract, for the purpose of auditing and verifying costs of work. The City will be granted access to such records at all reasonable times during the Contract period and for two (2) years thereafter.
- 11.2 MANAGEMENT REPORT - The Contractor will use a City compatible computerized record keeping system capable of providing information including, but not limited to, the following:
- 11.2.1 Itemized costs for each repair and accounting period;
 - 11.2.2 Total maintenance cost to date itemized per unit;
 - 11.2.3 Maintenance cost per Unit, per period;
 - 11.2.4 Number of shop orders, time to process, entry to completion of work on the Unit;
 - 11.2.5 Number of road breakdowns;
 - 11.2.6 Number of Units receiving preventive maintenance service;
 - 11.2.7 Downtime for various categories of Units as designated by the City;
 - 11.2.8 Inventory levels;
- Contractor will provide to the Contracting Officer for each monthly accounting period a report on its operations during the period, as well as copies of all daily, weekly and annual reports for all Units titled in the name of the City.

The City and the Contractor shall mutually agree upon the information to be included in the report.

Costs for the computerized recordkeeping system will be borne by the Contractor as part of the Operating Target price.

11.3 GENERAL RECORDS AND FILES - To assure that both the Contractor and the City have an accurate, up-to-date record of maintenance and repairs on each City Unit, and for billing on those Units received for interagency cross-servicing, the Contractor shall establish and maintain the records listed below. In addition, the Contractor must maintain a file of service manuals, lubrication charts and other pertinent information needed to properly maintain and repair the City fleet. All record and report forms must be reviewed and approved by the City prior to use.

- 11.3.1 History Folder: A History Folder shall be provided for each City Unit. This folder shall serve to keep all work orders in the same location and shall include pertinent data such as Unit year, model, make, serial numbers and mileage/hours.
- 11.3.2 Preventive Maintenance Records: The Contractor shall provide a preventive maintenance schedule and appropriate inspection forms for each level of service. The inspection forms must be completed in detail by the mechanic doing the preventive maintenance on each Unit at the specified intervals. The completed forms will be kept with the repair orders for that Unit in the History Folder.
- 11.3.3 Repair Orders: A repair order must be written for each Unit that the Contractor services. Jobs requiring re-repair must be so designated on the repair order. Repair orders will be sequentially numbered. Each repair order must be kept in sequence and accounted for. One (1) copy each will be provided to the City agency responsible for the Unit and to the Contracting Officer. The Contractor's copy must be kept in the Unit History Folder.
- 11.3.4 Daily Log: A daily log shall be kept by the Contractor at the Facility and furnished to the Contracting Officer or his/her designee upon request. This log will contain information such as car number, agency, description of work to be performed, and disposition at the end of the day. A new log shall be used each day, with the previous log being filed at the facility.
- 11.3.5 Time Cards: Time cards or other appropriate time recording records shall be maintained by the Contractor for all hourly employees and will be kept on file at the facility for two (2) years. The Contractor shall ensure that the cards are kept in order and that each person punches his or her own card.
- 11.3.6 Payroll Time Sheets: The Contractor shall provide payroll time sheets for all employees at the Facility. These records must be kept in accordance with all City, State and Federal regulations.
- 11.3.7 Transmittals: Weekly transmittals must be kept by the Contractor for all expenses incurred other than payroll. The Contractor will use a series of codes to identify specific expenditures.
- 11.3.8 Miscellaneous Records: Other records and forms may be used by the Contractor as deemed necessary.

11.4 WEEKLY REPORTS - The Contractor shall generate a weekly report for delivery to the City before noon each Monday. The weekly report shall be in memo/electronic format and shall include from the previous week's activity:

- 11.4.1 A listing of vehicles not delivered for a scheduled preventative maintenance. The listing shall include the assignee's name and department, if known.
- 11.4.2 Repair activity, by Department.
- 11.4.3 A status report on vehicles out of service for more than seven (7) days.
- 11.4.4 Number of work orders processed.
- 11.4.5 Summary Work Order with detailed cost figures for each vehicle repaired.
- 11.5 MONTHLY REPORT - The Contractor shall prepare a consolidated monthly management report to be delivered to the City on or before the 10th calendar day of the month following the reporting period. This report shall include, but not limited to:
 - 11.5.1 Maintenance costs for the month compared to target costs.
 - 11.5.2 Failure/attainment in each performance area for that month
 - 11.5.3 Costs for accidents and other items not included in Operating Target.
 - 11.5.4 Discovery of indication of abuse by the vehicle user in excess of normal wear and tear.
 - 11.5.5 Number of shop orders.
 - 11.5.6 Number of service calls.
 - 11.5.7 Number of vehicle preventative maintenance scheduled or completed.
 - 11.5.8 Downtime by category and in total.
 - 11.5.9 Cumulative records of sub-contracted work.
 - 11.5.10 Total labor hours expended.
 - 11.5.11 Total parts cost.
 - 11.5.12 Problem/accident summary.
 - 11.5.13 List of work items that are for non-target costs.
 - 11.5.14 Updated fleet inventory.
 - 11.5.15 User feedback.
- 11.6 ANNUAL PERFORMANCE REPORT - The Contractor shall provide the City with a written annual performance report, which summarizes the year's activity, within thirty (30) days following the end of the Contract year. The annual performance report should include yearly data for those categories presented in the monthly reports, as well as any additional performance information the Contractor believes should be included.
- 11.7 MANAGEMENT INFORMATION SYSTEM (MIS) - The Contractor shall own, install, implement and maintain all hardware and software necessary for an electronic record-keeping and reporting system for all services being contracted. The information system shall provide records of all repairs and servicing activities performed for each vehicle or piece of equipment. The Contractor's MIS must be a multi-user system capable of integrating all information pertaining to inventory, maintenance, repair, personnel, asset management, invoicing, vehicle odometer readings and/or fuel usage etc. and shall have the capability to connect electronically to the City's current Accounting, Maintenance, Inventory system unless otherwise specified. The City reserves the right to add or delete any electronic data services as needed. The Contractor shall provide the City with a license and during the term of the contract allow the City in-line read only access to the MIS and that data contained therein. At the end of the contract, the Contractor shall provide the City with a copy of the files in an ASCII, or comma delineated format.
- 11.8 PUBLIC RECORDS - Contractor shall comply with the requirements of North Carolina's Public Records law. Contractor shall (a) keep and maintain public records

that ordinarily and necessarily would be required by the City in order to perform the service under the contract; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under North Carolina's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

12 RELEASE AND INDEMNITY

- 12.1 HOLD HARMLESS AGREEMENT - Contractor shall indemnify, defend and hold harmless the City, its agents, servants and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or resulting from the acts or omissions of Contractor, its agents, servants or employees in its performance of this Contract during the term hereof. To the extent permitted by State law, the City shall indemnify, defend and hold harmless Contractor, its agents, servants and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or resulting from the acts or omissions of the City, its agents, servants or employees in its performance of this Contract during the term hereof, and including but not limited to, damages sustained by former City employees arising out of their employment with the City or the termination thereof by the City.

13 E-VERIFY

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

JAY TOLAND, CFO
City of Fayetteville

Attachment A

Fleet Inventory / Target Fleet

| Target Inventory | | | | | |
|------------------|------|------------------------|------------------------|----------------|--|
| Asset Number | Year | Make | Model | Hours, Mileage | Description |
| 2000/5048 | 2000 | GENERAL MOTORS COMPANY | ASTRO GMC | 106865 | CARGO, VAN |
| 2000/5049 | 2000 | FORD | F150 | 76832 | PICKUP |
| 2000/509 | 2000 | DODGE | RAM VAN B1500 | 86261 | CARGO, VAN |
| 2002/3044 | 2002 | FREIGHTLINER | FL70 | 90994 | ASPHALT TRUCK |
| 2002/3139 | 2002 | Pace Trailer | 5T58SA | | Trailer |
| 2004/5112 | 2004 | FORD | F350 | 58969 | CREW CAB, PICKUP |
| 2005/2093 | 2005 | FORD | F250 SD | 72571 | TRUCK, UTILITY BODY |
| 2005/2094 | 2005 | FORD | F250 SD | 109664 | TRUCK, UTILITY BODY |
| 2006/3074 | 2006 | FREIGHTLINER | M2-106 | 77666 | ASPHALT TRUCK |
| 2006/709 | 2006 | FORD | E450 | 12851 | VAN, SWAT VEHICLE |
| 2007/1388 | 2007 | FORD | E150 | 104513 | MARKED, CARGO, VAN |
| 2007/273 | 2007 | FORD | EXPEDITION | 141983 | 4X4, SUV |
| 2008/112 | 2008 | FORD | F250 SD | 78996 | 4X4, CREW CAB, PICKUP |
| 2008/1389 | 2008 | FORD | E150 | 92338 | MARKED, CARGO, VAN |
| 2008/1390 | 2008 | FORD | F350 | 17760 | PICKUP, EXTENDED CAB |
| 2008/1412 | 2008 | FORD | ESCAPE | 130300 | MARKED, SUV |
| 2008/1413 | 2008 | FORD | ESCAPE | 135225 | MARKED, SUV |
| 2008/1420 | 2008 | DODGE | CHARGER | 118246 | SEDAN, UNMARKED |
| 2008/1425 | 2008 | FORD | F150 | 94708 | PICKUP, EXTENDED CAB |
| 2008/1450 | 2008 | FORD | E350 | 6034 | PRISONER TRANSPORT, VAN |
| 2008/2109 | 2008 | FORD | F250 SD | 102654 | PICKUP, EXTENDED CAB |
| 2008/2110 | 2008 | FORD | F250 SD | 83283 | PICKUP, EXTENDED CAB |
| 2008/2111 | 2008 | FORD | F350 | 92880 | FLATBED, TRUCK, CREW CAB, DUMP |
| 2008/2112 | 2008 | FORD | F350 | 102841 | FLATBED, TRUCK, CREW CAB, DUMP |
| 2008/2114 | 2008 | FORD | F350 | 46871 | PICKUP |
| 2008/2118 | 2008 | FORD | F450 S/D | 89430 | FLATBED, TRUCK, CREW CAB, DUMP |
| 2008/3088 | 2008 | FORD | F550 XL SD | 95024 | FLATBED, TRUCK, DUMP |
| 2008/3090 | 2008 | FORD | F150 | 82140 | 4X4, PICKUP |
| 2008/3091 | 2008 | CHEVROLET | C8500 | 31331 | FLATBED, TRUCK, CREW CAB, DUMP |
| 2008/3092 | 2008 | CHEVROLET | C8500 | 50669 | FLATBED, TRUCK, CREW CAB, DUMP |
| 2008/3120 | 2008 | Crafco | Supershot | | crack sealing machine |
| 2008/4055 | 2008 | FORD | F250 SD | 87784 | PICKUP, EXTENDED CAB |
| 2008/722 | 2008 | GMC | 1500 | No Meter - 0 | UNDERCOVER |
| 2009/1452 | 2009 | FORD | F550 | 5695 | SWAT VEHICLE |
| 2009/1497 | 2009 | FORD | ESCAPE | 57160 | 4X4, SUV |
| 2009/1498 | 2009 | FORD | ESCAPE | 110176 | 4X4, SUV |
| 2009/200 | 2009 | PIERCE | ARROW XT | 42618 | LADDER TRUCK |
| 2009/2124 | 2009 | FORD | F150 | 130452 | PICKUP |
| 2009/222 | 2009 | PIERCE | IMPEL | 69217 | RESCUE TRUCK |
| 2009/230 | 2009 | PIERCE | VELOCITY | 36519 | LADDER TRUCK, PLATFORM |
| 2009/3103 | 2009 | FORD | F450 S/D | 63383 | FLATBED, TRUCK, EXTENDED CAB, AUTO CRANE |
| 2009/3105 | 2009 | FORD | F250 SD | 86569 | 4X4, PICKUP, EXTENDED CAB |
| 2009/3107 | 2009 | FORD | F250 SD | 67764 | 4X4, PICKUP, EXTENDED CAB |
| 2009/3108 | 2009 | CHEVROLET | C8500 | 25336 | FLATBED, CREW CAB, DUMP |
| 2009/3109 | 2009 | CHEVROLET | C8500 | 24640 | FLATBED, CREW CAB, DUMP |
| 2009/3110 | 2009 | FORD | F450 S/D | 21596 | TRUCK, UTILITY BODY, CARGO |
| 2009/3111 | 2009 | FORD | F350 | 52402 | 4X4, FLATBED, FUEL TRUCK, EXTENDED CAB |
| 2009/3112 | 2009 | FORD | F550 XL SD | 79138 | FLATBED, TRUCK, DUMP |
| 2009/3113 | 2009 | FORD | F550 XL SD | 91043 | FLATBED, TRUCK, DUMP |
| 2009/3114 | 2009 | FORD | F550 XL SD | 94960 | FLATBED, TRUCK, DUMP |
| 2009/3115 | 2009 | FORD | F550 XL SD | 60317 | FLATBED, TRUCK, EXTENDED CAB, DUMP |
| 2009/3117 | 2009 | Bobcat | 337 | | mini excavator |
| 2009/3119 | 2009 | Bobcat | T320 | | skid steer |
| 2009/4060 | 2009 | FORD | F150 | 51471 | PICKUP |
| 2009/4061 | 2009 | INTERNATIONAL | 7600 | 114882 | LIMB TRUCK, TANDEM AXLE |
| 2009/4062 | 2009 | INTERNATIONAL | 7600 | 124686 | LIMB TRUCK, TANDEM AXLE |
| 2009/4063 | 2009 | CRANE CARRIER | LET 2-40 CRANE CARRIER | 27909 | S/WASTE TRUCK |
| 2009/4064 | 2009 | CRANE CARRIER | LET 2-40 CRANE CARRIER | 38502 | S/WASTE TRUCK |
| 2009/5202 | 2009 | FORD | F250 SD | 75879 | PICKUP, EXTENDED CAB |
| 2009/5204 | 2009 | FORD | F750 | 54769 | TRUCK, DUMP |
| 2009/701 | 2009 | TOYOTA | HIGHLANDER | 74068 | UNDERCOVER |
| 2010/1502 | 2010 | FORD | F350 | 30099 | PICKUP, EXTENDED CAB |
| 2010/1503 | 2010 | FORD | F150 | 83766 | MARKED, PICKUP, EXTENDED CAB |
| 2010/1504 | 2010 | FORD | F150 | 65049 | MARKED, PICKUP, EXTENDED CAB |
| 2010/1505 | 2010 | FORD | F150 | 103910 | UNMARKED, PICKUP, EXTENDED CAB |

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|------------|------|------------------------|----------------|--------------|--------------------------------|
| 2010/1506 | 2010 | FORD | ESCAPE | 77297 | SUV |
| 2010/1507 | 2010 | FORD | ESCAPE | 76028 | SUV |
| 2010/1543 | 2010 | FORD | ESCAPE HYBRID | 95884 | HYBRID, SUV |
| 2010/1569 | 2010 | DODGE | CHARGER | 82145 | SEDAN, UNMARKED |
| 2010/1574 | 2010 | DODGE | CHARGER | 67871 | SEDAN, UNMARKED |
| 2010/203 | 2010 | FORD | F550 XL SD | 77315 | FLATBED, RESCUE TRUCK |
| 2010/227 | 2010 | FORD | F550 | 82364 | RESCUE TRUCK, CREW CAB |
| 2010/3119 | 2010 | Davco | 6420 | | mower attachment |
| 2010/4067 | 2010 | FORD | RANGER | 43984 | PICKUP, EXTENDED CAB |
| 2010/4068 | 2010 | FORD | RANGER | 40250 | PICKUP, EXTENDED CAB |
| 2010/5213 | 2010 | FORD | RANGER | 56415 | PICKUP, EXTENDED CAB |
| 2010/5218 | 2010 | GOSHEN COACH | GC 11 | 24871 | HANDICAP, BUS |
| 2010/5219 | 2010 | GOSHEN COACH | GC 11 | 32190 | 24 PASSENGER, BUS |
| 2010/5220 | 2010 | GOSHEN COACH | GC 11 | 35052 | 24 PASSENGER, BUS |
| 2010/717 | 2010 | HARLEY DAVIDSON | FLHTP | 47230 | MOTORCYCLE |
| 2011/117 | 2011 | FORD | F350 | 26265 | FLATBED, TRUCK, DUMP |
| 2011/118 | 2011 | FORD | F250 SD | 46797 | 4X4, TRUCK, UTILITY BODY |
| 2011/1582 | 2011 | FORD | E150 | 19638 | 8 PASSENGER, VAN |
| 2011/1583 | 2011 | FORD | E150 | 16000 | 8 PASSENGER, VAN |
| 2011/1585 | 2011 | FORD | F150 | 20875 | PICKUP, UNDERCOVER VEHICLE |
| 2011/248 | 2011 | PIERCE | ARROW XT | 3056, 48997 | LADDER TRUCK |
| 2011/284 | 2011 | FORD | F550 XL SD | 74817 | RESCUE TRUCK |
| 2011/285 | 2011 | FORD | F550 XL SD | 67463 | RESCUE TRUCK |
| 2011/286 | 2011 | PIERCE | ARROW XT | 48730 | FIRE PUMPER |
| 2011/287 | 2011 | PIERCE | ARROW XT | 42263 | FIRE PUMPER |
| 2011/3121 | 2011 | FREIGHTLINER | M2-106 | 41767 | TRUCK, DUMP |
| 2011/3122 | 2011 | HYUNDAI | HL757-9 | 6098 | CAB, FRONT END LOADER |
| 2011/3124 | 2011 | INTERNATIONAL | 4300 HYBRID | 11957 | HYBRID, BUCKET TRUCK |
| 2011/3126 | 2011 | HUDSON | HSLT18 | No Meter - 0 | EQUIPMENT TRAILER |
| 2011/3127 | 2011 | HUDSON | HSLT18 | No Meter - 0 | EQUIPMENT TRAILER |
| 2011/3128 | 2011 | BrushMaster | MX401-48 | | mower attachment |
| 2011/3129 | 2011 | American Signal | T332-NTCIP | | message board |
| 2011/4069 | 2011 | MACK TRUCKS | LEU613 | 6476, 35930 | S/WASTE TRUCK |
| 2011/4070 | 2011 | MACK TRUCKS | LEU613 | 962, 40108 | S/WASTE TRUCK |
| 2011/4071 | 2011 | FREIGHTLINER | M2-106 | 5841, 95282 | S/WASTE TRUCK |
| 2011/4072 | 2011 | MACK TRUCKS | LEU613 | 9388, 64611 | AUTOMATED S/WASTE TRUCK |
| 2011/5214 | 2011 | FORD | F350 | 33582 | FLATBED, CREW CAB, DUMP |
| 2011/5215 | 2011 | FORD | F350 | 79261 | TRUCK, CREW CAB, DUMP |
| 2011/5221 | 2011 | FORD | F350 | 57999 | TRUCK, UTILITY BODY |
| 2011/5222 | 2011 | FORD | F350 | 63667 | TRUCK, UTILITY BODY |
| 2011/5224 | 2011 | FORD | F250 SD | 59782 | TRUCK, UTILITY BODY |
| 2011/5225 | 2011 | FORD | F350 | 84283 | TRUCK, UTILITY BODY |
| 2011/5226 | 2011 | FORD | F450 | 91853 | BUCKET TRUCK |
| 2011/5229 | 2011 | FORD | F350 | 40769 | FLATBED, TRUCK, CREW CAB, DUMP |
| 2011/5230 | 2011 | CHEVROLET | 1500 | 52275 | CARGO, VAN |
| 2011/5234 | 2011 | FORD | E350 | 56683 | 15 PASSENGER, BUS |
| 2011/5235 | 2011 | FORD | E350 | 45092 | 15 PASSENGER, BUS |
| 2011/5255 | 2011 | FORD | RANGER | 27731 | PICKUP |
| 2011/5256 | 2011 | FORD | RANGER | 32173 | PICKUP |
| 2011/5257 | 2011 | FORD | RANGER | 31780 | PICKUP |
| 2011/5258 | 2011 | FORD | RANGER | 75267 | PICKUP |
| 2011/5263 | 2011 | FORD | RANGER | 13037 | PICKUP |
| 2011/5244 | 2012 | KAUFMAN | DG DEL | No Meter - 0 | EQUIPMENT TRAILER |
| 2011/5245 | 2012 | KAUFMAN | DG DEL | No Meter - 0 | EQUIPMENT TRAILER |
| 2012/1587 | 2012 | FORD | ESCAPE | 30337 | SUV |
| 2012/1590 | 2012 | DODGE | CHARGER | 54468 | SEDAN, MARKED |
| 2012/1615 | 2012 | FORD | TRANSITCONNECT | 37337 | CARGO, VAN |
| 2012/206 | 2012 | IAMS FIRE & HAZARD CON | GT30-60HAS-1X3 | No Meter - 0 | FOAM, GUN, TRAILER |
| 2012/207 | 2012 | CBGT | 20' | No Meter - 0 | FOAM, TRAILER |
| 2012/220 | 2012 | FORD | ESCAPE HYBRID | 80795 | HYBRID, SUV |
| 2012/233 | 2012 | FORD | ESCAPE HYBRID | 42982 | HYBRID, SUV |
| 2012/245 | 2012 | PIERCE | ARROW XT | 43679 | FIRE PUMPER |
| 2012/247 | 2012 | FORD | ESCAPE HYBRID | 66417 | HYBRID, SUV |
| 2012/291 | 2012 | FORD | EXPEDITION | 120897 | 4X4, SUV |
| 2012/297 | 2012 | FORD | EXPEDITION | 125049 | 4X4, SUV |
| 2012/3125 | 2012 | FREIGHTLINER | M2-112V | 3338, 110943 | TRUCK, TRI-AXLE, DUMP |
| 2012/3131 | 2012 | FREIGHTLINER | M2-106 | 36161 | TRUCK, SWEEPER MACHINE |
| 2012/3131A | 2012 | Elgin | | | John Deere Aux motor |
| 2012/3133 | 2012 | INTERNATIONAL | 7400 | 2604, 50012 | TRUCK, TANDEM AXLE, DUMP |
| 2012/3134 | 2012 | FREIGHTLINER | M2-106 | 29953 | TRUCK, DUMP |
| 2012/3135 | 2012 | FREIGHTLINER | M2-106 | 17564 | TRUCK, DUMP |
| 2012/3137 | 2012 | FREIGHTLINER | M2-106 | 34066 | TRUCK, SWEEPER MACHINE |
| 2012/3137A | 2012 | Elgin | | | John Deere Aux motor |

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| 2012/3138 | 2012 | FORD | F250 SD | 46673 | 4X4, PICKUP, EXTENDED CAB |
| 2012/4073 | 2012 | MACK TRUCKS | LEU613 | 1843, 50058 | AUTOMATED S/WASTE TRUCK |
| 2012/4074 | 2012 | FORD | F350 | 104313 | FLATBED, TRUCK, CART |
| 2012/4075 | 2012 | MACK TRUCKS | LEU613 | 9395, 58791 | AUTOMATED S/WASTE TRUCK |
| 2012/4076 | 2012 | MACK TRUCKS | LEU613 | 8152, 51487 | AUTOMATED S/WASTE TRUCK |
| 2012/4077 | 2012 | MACK TRUCKS | LEU613 | 8652, 58363 | AUTOMATED S/WASTE TRUCK |
| 2012/4078 | 2012 | MACK TRUCKS | LEU613 | 7604, 56276 | AUTOMATED S/WASTE TRUCK |
| 2012/4079 | 2012 | MACK TRUCKS | LEU613 | 5285, 50666 | AUTOMATED S/WASTE TRUCK |
| 2012/4080 | 2012 | MACK TRUCKS | LEU613 | 7601, 51794 | AUTOMATED S/WASTE TRUCK |
| 2012/5232 | 2012 | FORD | F250 SD | 60904 | PICKUP |
| 2012/5233 | 2012 | FORD | F250 SD | 63553 | PICKUP |
| 2012/5246 | 2012 | FORD | F250 SD | 31302 | PICKUP |
| 2012/5247 | 2012 | FORD | F250 SD | 50730 | PICKUP |
| 2012/5248 | 2012 | FORD | F250 SD | 75533 | PICKUP |
| 2012/5249 | 2012 | FORD | F250 SD | 33354 | PICKUP |
| 2012/5250 | 2012 | FORD | F250 SD | 48220 | PICKUP |
| 2012/5251 | 2012 | FORD | F250 SD | 56640 | PICKUP |
| 2012/5252 | 2012 | FORD | F350 | 64632 | FLATBED, TRUCK, CREW CAB, DUMP |
| 2012/5253 | 2012 | FORD | F350 | 36082 | FLATBED, TRUCK, CREW CAB, DUMP |
| 2012/5254 | 2012 | FORD | F350 | 53181 | FLATBED, TRUCK, CREW CAB, DUMP |
| 2012/5265 | 2012 | FORD | FUSION | 18455 | SEDAN |
| 2013/1643 | 2013 | FORD | EXPEDITION | 76671 | 4X4, UNMARKED, K-9, SUV, UNDERCOVER |
| 2013/1650 | 2013 | DODGE | CHARGER | 50100 | SEDAN, UNMARKED |
| 2013/1696 | 2013 | FORD | E350 | 22581 | 12 PASSENGER, VAN |
| 2013/212 | 2013 | PIERCE | ARROW XT | 1881, 26217 | LADDER TRUCK, TANDEM AXLE |
| 2013/213 | 2013 | FORD | EXPEDITION | 62 | 4X4, SUV |
| 2013/242 | 2013 | PIERCE | ARROW XT | 4033, 45287 | FIRE PUMPER |
| 2013/243 | 2013 | PIERCE | ARROW XT | 3953, 45719 | FIRE PUMPER |
| 2013/3136 | 2013 | FREIGHTLINER | M2-112V | 43333, 2229 | TRUCK, TRI-AXLE, DUMP |
| 2013/4081 | 2013 | MACK TRUCKS | LEU613 | 4220, 31444 | AUTOMATED S/WASTE TRUCK |
| 2013/4082 | 2013 | MACK TRUCKS | LEU613 | 7072, 49222 | AUTOMATED S/WASTE TRUCK |
| 2013/4083 | 2013 | MACK TRUCKS | LEU613 | 6866, 48597 | AUTOMATED S/WASTE TRUCK |
| 2013/4084 | 2013 | MACK TRUCKS | LEU613 | 7852, 48160 | AUTOMATED S/WASTE TRUCK |
| 2013/4085 | 2013 | FREIGHTLINER | 108SD | 77985, 6794 | S/WASTE TRUCK |
| 2013/5270 | 2013 | FORD | F250 SD | 26979 | PICKUP |
| 2013/5271 | 2013 | FORD | F250 SD | 22264 | PICKUP |
| 2013/5272 | 2013 | FORD | F250 SD | 60196 | PICKUP |
| 2013/5273 | 2013 | FORD | F250 SD | 27052 | PICKUP |
| 2013/5274 | 2013 | FORD | F350 | 47639 | FLATBED, TRUCK, CREW CAB, DUMP |
| 2013/5278 | 2013 | FORD | F250 SD | 52701 | TRUCK, UTILITY BODY |
| 2013/5279 | 2013 | FORD | F250 SD | 37932 | TRUCK, UTILITY BODY |
| 2013/5281 | 2013 | FORD | F350 | 37484 | 4X4, FLATBED, TRUCK |
| 2013/8001 | 2013 | FORD | FOCUS | 48103 | SEDAN |
| 2013/8002 | 2013 | FORD | FOCUS | 40890 | SEDAN |
| 2013/8003 | 2013 | FORD | FOCUS | 53632 | SEDAN |
| 2013/8004 | 2013 | FORD | FOCUS | 49656 | SEDAN |
| 2013/8005 | 2013 | FORD | FOCUS | 53671 | SEDAN |
| 2013/8006 | 2013 | FORD | FOCUS | 37796 | SEDAN |
| 2013/8007 | 2013 | FORD | FOCUS | 57040 | SEDAN |
| 2013/8008 | 2013 | FORD | FOCUS | 38375 | SEDAN |
| 2013/8009 | 2013 | FORD | FOCUS | 56330 | SEDAN |
| 2013/8010 | 2013 | FORD | FOCUS | 54146 | SEDAN |
| 2014/1654 | 2014 | CHEVROLET | TAHOE | 61738 | MARKED, K-9, SUV |
| 2014/1660 | 2014 | DODGE | CHARGER | 43151 | SEDAN, UNMARKED |
| 2014/1685 | 2014 | DODGE | CHARGER | 33164 | SEDAN, MARKED |
| 2014/1700 | 2014 | CHEVROLET | IMPALA | 37274 | SEDAN, MARKED |
| 2014/1766 | 2014 | CHEVROLET | CAPRICE | 18018 | SEDAN, UNMARKED |
| 2014/1767 | 2014 | CHEVROLET | CAPRICE | 15980 | SEDAN, UNMARKED |
| 2014/1768 | 2014 | CHEVROLET | CAPRICE | 20776 | SEDAN, UNMARKED |
| 2014/201 | 2014 | FORD | EXPEDITION | 29553 | 4X4, SUV |
| 2014/235 | 2014 | FORD | EXPEDITION | 59944 | 4X4, SUV |
| 2014/240 | 2014 | PIERCE | ARROW XT | 2312, 31691 | FIRE PUMPER |
| 2014/244 | 2014 | PIERCE | ARROW XT | 2387, 34500 | RESCUE TRUCK, TANDEM AXLE |
| 2014/3143 | 2014 | FREIGHTLINER | M2-106 | 20500, 3361 | TRUCK, SWEEPER MACHINE |
| 2014/4086 | 2014 | INTERNATIONAL | 7500 SFA | 6510, 64687 | LIMB TRUCK, TANDEM AXLE |
| 2014/4087 | 2014 | INTERNATIONAL | 7500 SFA | 6892, 66935 | LIMB TRUCK, TANDEM AXLE |
| 2014/4088 | 2014 | FREIGHTLINER | 114SD | 4530, 47258 | LIMB TRUCK, TANDEM AXLE |
| 2014/4089 | 2014 | MACK TRUCKS | LEU613 | 4585, 35936 | AUTOMATED S/WASTE TRUCK |
| 2014/4090 | 2014 | MACK TRUCKS | LEU613 | 4620, 34830 | AUTOMATED S/WASTE TRUCK |
| 2014/4091 | 2014 | MACK TRUCKS | LEU613 | 4376, 33630 | AUTOMATED S/WASTE TRUCK |
| 2014/4092 | 2014 | MACK TRUCKS | LEU613 | 4560, 34939 | AUTOMATED S/WASTE TRUCK |
| 2014/5288 | 2014 | DODGE | GRAND CARAVAN | 40585 | 6 PASSENGER, VAN |

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| 2014/5289 | 2014 | DODGE | GRAND CARAVAN | 42699 | 6 PASSENGER, VAN |
| 2014/5290 | 2014 | FORD | F250 | 38060 | PICKUP |
| 2014/5291 | 2014 | FORD | F250 | 28876 | PICKUP |
| 2014/5293 | 2014 | TOYOTA | TACOMA | 32832 | PICKUP |
| 2014/5303 | 2014 | FORD | F150 | 30896 | PICKUP |
| 2014/8011 | 2014 | FORD | FOCUS | 15944 | SEDAN |
| 2014/8012 | 2014 | FORD | FOCUS | 20014 | SEDAN |
| 2014/8013 | 2014 | TOYOTA | TACOMA | 24475 | PICKUP |
| 2014/8014 | 2014 | TOYOTA | TACOMA | 40430 | PICKUP |
| 2014/8015 | 2014 | TOYOTA | TACOMA | 32133 | PICKUP |
| 2014/8016 | 2014 | TOYOTA | TACOMA | 30646 | PICKUP |
| 2014/8017 | 2014 | TOYOTA | TACOMA | 32290 | PICKUP |
| 2014/8018 | 2014 | TOYOTA | TACOMA | 63571 | PICKUP |
| 2014/8019 | 2014 | TOYOTA | TACOMA | 35899 | PICKUP |
| 2014/8020 | 2014 | TOYOTA | TACOMA | 52698 | PICKUP |
| 2014/8021 | 2014 | TOYOTA | TACOMA | 32473 | PICKUP |
| 2014/8022 | 2014 | TOYOTA | TACOMA | 54129 | PICKUP |
| 2014/8023 | 2014 | TOYOTA | TACOMA | 39550 | PICKUP |
| 2014/8024 | 2014 | TOYOTA | TACOMA | 42827 | PICKUP |
| 2014/8025 | 2014 | TOYOTA | TACOMA | 47270 | PICKUP |
| 2014/8026 | 2014 | TOYOTA | TACOMA | 54320 | PICKUP |
| 2014/8027 | 2014 | TOYOTA | TACOMA | 35860 | PICKUP |
| 2015/1701 | 2015 | CHEVROLET | TAHOE | 56046 | MARKED, K-9, SUV |
| 2015/1702 | 2015 | FORD | TRANSITCONNECT | 14565 | CARGO, VAN |
| 2015/1703 | 2015 | FORD | TRANSITCONNECT | 15281 | CARGO, VAN |
| 2015/1704 | 2015 | FORD | TRANSITCONNECT | 14285 | CARGO, VAN |
| 2015/1705 | 2015 | FORD | F450 | 860 | 4X4, TRUCK, CREW CAB, UTILITY BODY |
| 2015/1706 | 2015 | CHEVROLET | TAHOE | 38878 | MARKED, SUV |
| 2015/1707 | 2015 | CHEVROLET | TAHOE | 40702 | MARKED, SUV |
| 2015/1708 | 2015 | CHEVROLET | TAHOE | 26843 | MARKED, K-9, SUV |
| 2015/1709 | 2015 | CHEVROLET | TAHOE | 26249 | MARKED, K-9, SUV |
| 2015/1710 | 2015 | CHEVROLET | TAHOE | 32442 | MARKED, K-9, SUV |
| 2015/1711 | 2015 | DODGE | CHARGER | 34334 | SEDAN, MARKED |
| 2015/1713 | 2015 | DODGE | CHARGER | 38698 | SEDAN, MARKED |
| 2015/1714 | 2015 | DODGE | CHARGER | 28756 | SEDAN, MARKED |
| 2015/1715 | 2015 | DODGE | CHARGER | 29761 | SEDAN, MARKED |
| 2015/1716 | 2015 | DODGE | CHARGER | 22518 | SEDAN, MARKED |
| 2015/1717 | 2015 | DODGE | CHARGER | 28525 | SEDAN, MARKED |
| 2015/1719 | 2015 | DODGE | CHARGER | 37531 | SEDAN, MARKED |
| 2015/1720 | 2015 | DODGE | CHARGER | 20584 | SEDAN, MARKED |
| 2015/1721 | 2015 | DODGE | CHARGER | 21833 | SEDAN, MARKED |
| 2015/1722 | 2015 | DODGE | CHARGER | 45945 | SEDAN, MARKED |
| 2015/1723 | 2015 | DODGE | CHARGER | 22916 | SEDAN, MARKED |
| 2015/1724 | 2015 | DODGE | CHARGER | 30155 | SEDAN, MARKED |
| 2015/1725 | 2015 | DODGE | CHARGER | 29087 | SEDAN, MARKED |
| 2015/1726 | 2015 | DODGE | CHARGER | 27351 | SEDAN, MARKED |
| 2015/1727 | 2015 | DODGE | CHARGER | 33142 | SEDAN, MARKED |
| 2015/1728 | 2015 | DODGE | CHARGER | 35964 | SEDAN, MARKED |
| 2015/1729 | 2015 | DODGE | CHARGER | 19118 | SEDAN, MARKED |
| 2015/1730 | 2015 | DODGE | CHARGER | 32191 | SEDAN, MARKED |
| 2015/1731 | 2015 | DODGE | CHARGER | 35901 | SEDAN, MARKED |
| 2015/1732 | 2015 | DODGE | CHARGER | 21482 | SEDAN, MARKED |
| 2015/1733 | 2015 | DODGE | CHARGER | 32248 | SEDAN, MARKED |
| 2015/1734 | 2015 | DODGE | CHARGER | 23349 | SEDAN, MARKED |
| 2015/1735 | 2015 | DODGE | CHARGER | 29881 | SEDAN, MARKED |
| 2015/1736 | 2015 | DODGE | CHARGER | 27970 | SEDAN, MARKED |
| 2015/1737 | 2015 | DODGE | CHARGER | 24175 | SEDAN, MARKED |
| 2015/1738 | 2015 | DODGE | CHARGER | 31326 | SEDAN, MARKED |
| 2015/1739 | 2015 | DODGE | CHARGER | 30943 | SEDAN, MARKED |
| 2015/1740 | 2015 | DODGE | CHARGER | 37583 | SEDAN, MARKED |
| 2015/1741 | 2015 | DODGE | CHARGER | 34479 | SEDAN, MARKED |
| 2015/1742 | 2015 | DODGE | CHARGER | 26654 | SEDAN, MARKED |
| 2015/1743 | 2015 | DODGE | CHARGER | 24647 | SEDAN, MARKED |
| 2015/1744 | 2015 | DODGE | CHARGER | 20489 | SEDAN, MARKED |
| 2015/1745 | 2015 | DODGE | CHARGER | 37001 | SEDAN, MARKED |
| 2015/1746 | 2015 | DODGE | CHARGER | 9201 | SEDAN, MARKED |
| 2015/1747 | 2015 | DODGE | CHARGER | 32252 | SEDAN, MARKED |
| 2015/1748 | 2015 | DODGE | CHARGER | 21934 | SEDAN, MARKED |
| 2015/1749 | 2015 | DODGE | CHARGER | 30487 | SEDAN, MARKED |
| 2015/1751 | 2015 | DODGE | CHARGER | 15800 | SEDAN, MARKED |
| 2015/1752 | 2015 | DODGE | CHARGER | 26452 | SEDAN, MARKED |
| 2015/1753 | 2015 | DODGE | CHARGER | 18929 | SEDAN, MARKED |
| 2015/1755 | 2015 | DODGE | CHARGER | 34850 | SEDAN, MARKED |

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| 2015/1756 | 2015 | DODGE | CHARGER | 27805 | SEDAN, MARKED |
| 2015/1758 | 2015 | DODGE | CHARGER | 26872 | SEDAN, MARKED |
| 2015/1760 | 2015 | DODGE | CHARGER | 23015, 1993 | SEDAN, MARKED |
| 2015/224 | 2015 | FORD | F550 XL SD | 30959 | 4X4, RESCUE TRUCK, BRUSH TRUCK, EXTENDED CAB |
| 2015/249 | 2015 | PIERCE | ARROW XT | 1029, 23424 | FIRE PUMPER |
| 2015/3145 | 2015 | CONTINENTAL CARGO | CC610SA | | camera trailer |
| 2015/3147 | 2015 | Bobcat | E-32 | | excavator |
| 2015/4093 | 2015 | FREIGHTLINER | 114SD | 2919, 33623 | LIMB TRUCK, TANDEM AXLE |
| 2015/4094 | 2015 | FREIGHTLINER | 114SD | 3843, 45639 | LIMB TRUCK, TANDEM AXLE |
| 2015/4095 | 2015 | FREIGHTLINER | 114SD | 3563, 42478 | LIMB TRUCK, TANDEM AXLE |
| 2015/4096 | 2015 | FORD | F350 | 38318 | TRUCK, CART |
| 2015/4097 | 2015 | FORD | F150 | 26708 | PICKUP |
| 2015/5299 | 2015 | FORD | ESCAPE | 44161 | 4X4, SUV |
| 2015/5300 | 2015 | FORD | F350 | 53994 | FLATBED, TRUCK, DUMP |
| 2015/5301 | 2015 | FORD | F250 | 25461 | PICKUP |
| 2015/5302 | 2015 | FORD | F250 | 25400 | PICKUP |
| 2015/718 | 2015 | HARLEY DAVIDSON | FLHTP | 2071 | MOTORCYCLE |
| 2015/719 | 2015 | HARLEY DAVIDSON | FLHTP | 4929 | MOTORCYCLE |
| 2015/720 | 2015 | FORD | E450 | 2740 | COMMAND UNIT |
| 2015/8028 | 2015 | TOYOTA | TACOMA | 24611 | PICKUP, EXTENDED CAB |
| 2015/8029 | 2015 | TOYOTA | TACOMA | 32232 | PICKUP, EXTENDED CAB |
| 2016/109 | 2016 | FORD | ESCAPE | 1292 | 4X4, SUV |
| 2016/1761 | 2016 | DODGE | CHARGER | 17850 | SEDAN, MARKED |
| 2016/1762 | 2016 | DODGE | CHARGER | 12397 | SEDAN, MARKED |
| 2016/1763 | 2016 | DODGE | CHARGER | 18691 | SEDAN, MARKED |
| 2016/1764 | 2016 | DODGE | CHARGER | 20696 | SEDAN, MARKED |
| 2016/1765 | 2016 | CHEVROLET | IMPALA | 14213 | SEDAN, MARKED |
| 2016/1769 | 2016 | FORD | INTERCEPTOR SEDAN | 10059 | SEDAN, MARKED |
| 2016/1770 | 2016 | FORD | INTERCEPTOR SEDAN | 11844 | SEDAN, MARKED |
| 2016/1771 | 2016 | FORD | INTERCEPTOR SEDAN | 6880 | SEDAN, MARKED |
| 2016/1772 | 2016 | FORD | INTERCEPTOR SEDAN | 18266 | SEDAN, MARKED |
| 2016/1773 | 2016 | FORD | INTERCEPTOR SEDAN | 25049 | SEDAN, MARKED |
| 2016/1774 | 2016 | FORD | INTERCEPTOR SEDAN | 22458 | SEDAN, MARKED |
| 2016/1775 | 2016 | FORD | INTERCEPTOR SEDAN | 27402 | SEDAN, MARKED |
| 2016/1776 | 2016 | FORD | INTERCEPTOR SEDAN | 10283 | SEDAN, MARKED |
| 2016/1777 | 2016 | FORD | INTERCEPTOR SEDAN | 26040 | SEDAN, MARKED |
| 2016/1778 | 2016 | FORD | INTERCEPTOR SEDAN | 19491 | SEDAN, MARKED |
| 2016/1779 | 2016 | FORD | INTERCEPTOR SEDAN | 229 | SEDAN, MARKED |
| 2016/1780 | 2016 | FORD | INTERCEPTOR SEDAN | 14371 | SEDAN, MARKED |
| 2016/1781 | 2016 | FORD | INTERCEPTOR SEDAN | 17788 | SEDAN, UNMARKED |
| 2016/1782 | 2016 | FORD | INTERCEPTOR SEDAN | 24777 | SEDAN, UNMARKED |
| 2016/1783 | 2016 | FORD | INTERCEPTOR SEDAN | 9380 | SEDAN, UNMARKED |
| 2016/1784 | 2016 | FORD | INTERCEPTOR SEDAN | 15370 | SEDAN, UNMARKED |
| 2016/1785 | 2016 | FORD | INTERCEPTOR SEDAN | 10185 | SEDAN, UNMARKED |
| 2016/1786 | 2016 | FORD | INTERCEPTOR SEDAN | 17990 | SEDAN, UNMARKED |
| 2016/1787 | 2016 | FORD | INTERCEPTOR SEDAN | 17322 | SEDAN, UNMARKED |
| 2016/1788 | 2016 | FORD | INTERCEPTOR SEDAN | 6867 | SEDAN, UNMARKED |
| 2016/1789 | 2016 | FORD | INTERCEPTOR SEDAN | 12314 | SEDAN, UNMARKED |
| 2016/1790 | 2016 | FORD | INTERCEPTOR UTILITY | 17648 | UNMARKED, SUV |
| 2016/1791 | 2016 | FORD | INTERCEPTOR UTILITY | 15407 | UNMARKED, SUV |
| 2016/1792 | 2016 | FORD | INTERCEPTOR UTILITY | 7837 | UNMARKED, SUV |
| 2016/1793 | 2016 | FORD | INTERCEPTOR UTILITY | 14037 | UNMARKED, SUV |
| 2016/1794 | 2016 | FORD | INTERCEPTOR UTILITY | 21435 | UNMARKED, SUV |
| 2016/1795 | 2016 | FORD | INTERCEPTOR UTILITY | 18758 | MARKED, SUV |
| 2016/1796 | 2016 | FORD | INTERCEPTOR UTILITY | 15280 | MARKED, SUV |
| 2016/1797 | 2016 | FORD | INTERCEPTOR UTILITY | 18913 | UNMARKED, SUV |
| 2016/1798 | 2016 | FORD | INTERCEPTOR UTILITY | 11332 | UNMARKED, SUV |
| 2016/1799 | 2016 | FORD | INTERCEPTOR UTILITY | 17980 | MARKED, SUV |
| 2016/1800 | 2016 | FORD | INTERCEPTOR UTILITY | 11116 | MARKED, SUV |
| 2016/1801 | 2016 | FORD | INTERCEPTOR UTILITY | 13136 | UNMARKED, K-9, SUV |
| 2016/1802 | 2016 | FORD | INTERCEPTOR SEDAN | 12652 | SEDAN, MARKED |
| 2016/1803 | 2016 | FORD | INTERCEPTOR SEDAN | 6313 | SEDAN, MARKED |
| 2016/1804 | 2016 | FORD | INTERCEPTOR SEDAN | 7110 | SEDAN, MARKED |
| 2016/1805 | 2016 | FORD | INTERCEPTOR SEDAN | 262 | SEDAN, MARKED |
| 2016/1806 | 2016 | FORD | INTERCEPTOR SEDAN | 5520 | SEDAN, MARKED |
| 2016/1807 | 2016 | FORD | INTERCEPTOR SEDAN | 13829 | SEDAN, MARKED |
| 2016/1808 | 2016 | FORD | INTERCEPTOR SEDAN | 6160 | SEDAN, UNMARKED |
| 2016/1809 | 2016 | FORD | INTERCEPTOR SEDAN | 7709 | SEDAN, MARKED |
| 2016/1810 | 2016 | FORD | INTERCEPTOR SEDAN | 2263 | SEDAN, MARKED |
| 2016/1811 | 2016 | FORD | INTERCEPTOR SEDAN | 7701 | SEDAN, MARKED |
| 2016/1812 | 2016 | FORD | INTERCEPTOR SEDAN | 7867 | SEDAN, MARKED |
| 2016/1813 | 2016 | FORD | INTERCEPTOR SEDAN | 11688 | SEDAN, UNMARKED |
| 2016/1814 | 2016 | FORD | INTERCEPTOR SEDAN | 13203 | SEDAN, MARKED |

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|------------|------|---------------|-------------------|--------------|--|
| 2016/1815 | 2016 | FORD | INTERCEPTOR SEDAN | 2919 | SEDAN, MARKED |
| 2016/1816 | 2016 | FORD | INTERCEPTOR SEDAN | 13803 | SEDAN, MARKED |
| 2016/1817 | 2016 | FORD | INTERCEPTOR SEDAN | 14535 | SEDAN, MARKED |
| 2016/1818 | 2016 | FORD | INTERCEPTOR SEDAN | 5929 | SEDAN, MARKED |
| 2016/1819 | 2016 | FORD | INTERCEPTOR SEDAN | 12566 | SEDAN, UNMARKED |
| 2016/1820 | 2016 | FORD | INTERCEPTOR SEDAN | 5771 | SEDAN, MARKED |
| 2016/1821 | 2016 | FORD | INTERCEPTOR SEDAN | 7206 | SEDAN, MARKED |
| 2016/1822 | 2016 | FORD | INTERCEPTOR SEDAN | 7584 | SEDAN, MARKED |
| 2016/1823 | 2016 | FORD | INTERCEPTOR SEDAN | 6644 | SEDAN, MARKED |
| 2016/1824 | 2016 | FORD | INTERCEPTOR SEDAN | 7187 | SEDAN, MARKED |
| 2016/1825 | 2016 | FORD | INTERCEPTOR SEDAN | 9062 | SEDAN, MARKED |
| 2016/1826 | 2016 | FORD | INTERCEPTOR SEDAN | 6714 | SEDAN, MARKED |
| 2016/1827 | 2016 | FORD | INTERCEPTOR SEDAN | 8713 | SEDAN, MARKED |
| 2016/1828 | 2016 | FORD | INTERCEPTOR SEDAN | 8077 | SEDAN, MARKED |
| 2016/1829 | 2016 | FORD | INTERCEPTOR SEDAN | 14114 | SEDAN, MARKED |
| 2016/1830 | 2016 | FORD | INTERCEPTOR SEDAN | 5037 | SEDAN, UNMARKED |
| 2016/257 | 2016 | RAM | 3500 | 629, 13616 | 4X4, CREW CAB, PICKUP |
| 2016/259 | 2016 | RAM | 3500 | 3404, 1209 | 4X4, CREW CAB, PICKUP |
| 2016/288 | 2016 | PIERCE | ARROW XT | 47, 1545 | FIRE PUMPER |
| 2016/3149 | 2016 | FREIGHTLINER | M2-106 | 2135, 44485 | TRUCK, TANDEM AXLE, DUMP |
| 2016/3150 | 2016 | FREIGHTLINER | M2-106 | 19022, 2208 | TRUCK, SWEEPER MACHINE |
| 2016/3150A | 2016 | Elgin | | | John Deere Aux motor |
| 2016/3151 | 2016 | FREIGHTLINER | M2-106 | 2509, 23815 | ASPHALT TRUCK |
| 2016/3152 | 2016 | FORD | F150 | 15413 | PICKUP, EXTENDED CAB |
| 2016/3153 | 2016 | FORD | F150 | 13703 | PICKUP, EXTENDED CAB |
| 2016/3154 | 2016 | FORD | F550 | 11944, 853 | BUCKET TRUCK, EXTENDED CAB |
| 2016/3157 | 2016 | FREIGHTLINER | M2-106 | 8031, 1118 | TRUCK, SWEEPER MACHINE |
| 2016/3157A | 2016 | Elgin | | | John Deere Aux motor |
| 2016/4098 | 2016 | MACK TRUCKS | LEU613 | 2843, 24105 | AUTOMATED S/WASTE TRUCK |
| 2016/4099 | 2016 | MACK TRUCKS | LEU613 | 2576, 19011 | AUTOMATED S/WASTE TRUCK |
| 2016/4100 | 2016 | MACK TRUCKS | LEU613 | 3450, 26856 | AUTOMATED S/WASTE TRUCK |
| 2016/4101 | 2016 | CRANE CARRIER | LET2-44 | 2298, 17833 | S/WASTE TRUCK |
| 2016/4102 | 2016 | CRANE CARRIER | LET2-44 | 1900, 16742 | S/WASTE TRUCK |
| 2016/4103 | 2016 | FREIGHTLINER | 114SD | 1941, 20257 | LIMB TRUCK, TANDEM AXLE |
| 2016/4104 | 2016 | AUTOCAR | XPEDITOR | 14932 | AUTOMATED S/WASTE TRUCK |
| 2016/4105 | 2016 | AUTOCAR | XPEDITOR | 12133 | AUTOMATED S/WASTE TRUCK |
| 2016/5307 | 2016 | KAUFMAN | DG DEL | No Meter - 0 | EQUIPMENT TRAILER |
| 2016/5308 | 2016 | KAUFMAN | DG DEL | No Meter - 0 | EQUIPMENT TRAILER |
| 2016/5310 | 2016 | FORD | TRANSIT 350 | 6486 | 15 PASSENGER, VAN |
| 2016/5311 | 2016 | FORD | TRANSIT 350 | 6856 | 15 PASSENGER, VAN |
| 2016/5313 | 2016 | FREIGHTLINER | S2 | 11600, 433 | 37 PASSENGER, BUS |
| 2016/5314 | 2016 | FREIGHTLINER | S2 | 7048, 282 | 37 PASSENGER, BUS |
| 2016/5315 | 2016 | FORD | F250 | 19548 | CREW CAB, PICKUP |
| 2016/5316 | 2016 | FORD | F250 | 12746 | 4X4, PICKUP, EXTENDED CAB |
| 2016/5319 | 2016 | FORD | ESCAPE | 24700 | SUV |
| 2016/5322 | 2016 | FORD | EXPLORER 4X4 | 12765 | 4X4, SUV |
| 2016/5323 | 2016 | FORD | F250 | 20780 | CREW CAB, PICKUP, ATTACHMENT, DUMP |
| 2017/172 | 2017 | FORD | ESCAPE | 5575 | SUV |
| 2017/1831 | 2017 | FORD | TRANSIT 250 | 7118 | CARGO, VAN |
| 2017/1832 | 2017 | CHEVROLET | TAHOE | 7991 | 4X4, UNMARKED, SUV |
| 2017/1833 | 2017 | CHEVROLET | TAHOE | 7547 | 4X4, UNMARKED, SUV |
| 2017/1834 | 2017 | CHEVROLET | TAHOE | 162 | 4X4, UNMARKED, SUV |
| 2017/1835 | 2017 | CHEVROLET | TAHOE | 466 | 4X4, UNMARKED, SUV |
| 2017/1836 | 2017 | DODGE | CHARGER | 1307 | SEDAN, UNMARKED |
| 2017/1837 | 2017 | DODGE | CHARGER | 1741 | SEDAN, UNMARKED |
| 2017/1838 | 2017 | DODGE | CHARGER | 4103 | SEDAN, UNMARKED |
| 2017/1839 | 2017 | DODGE | CHARGER | 1826 | SEDAN, UNMARKED |
| 2017/1840 | 2017 | DODGE | CHARGER | 121 | SEDAN, UNMARKED |
| 2017/1841 | 2017 | DODGE | CHARGER | 624 | SEDAN, UNMARKED |
| 2017/1842 | 2017 | DODGE | CHARGER | 6220 | SEDAN, UNMARKED |
| 2017/1843 | 2017 | FORD | INTERCEPTOR SEDAN | 105 | SEDAN, MARKED |
| 2017/1844 | 2017 | FORD | INTERCEPTOR SEDAN | 117 | SEDAN, MARKED |
| 2017/1845 | 2017 | FORD | INTERCEPTOR SEDAN | 126 | SEDAN, MARKED |
| 2017/1846 | 2017 | FORD | INTERCEPTOR SEDAN | 216 | SEDAN, MARKED |
| 2017/1847 | 2017 | FORD | INTERCEPTOR SEDAN | 116 | SEDAN, MARKED |
| 2017/1848 | 2017 | FORD | INTERCEPTOR SEDAN | 116 | SEDAN, MARKED |
| 2017/1849 | 2017 | FORD | INTERCEPTOR SEDAN | 542 | SEDAN, MARKED |
| 2017/1850 | 2017 | FORD | INTERCEPTOR SEDAN | 110 | SEDAN, UNMARKED |
| 2017/1851 | 2017 | DODGE | DURANGO | No Meter - 0 | 4X4, UNDERCOVER, SUV |
| 2017/1852 | 2017 | FORD | E350 | 1 | 15 PASSENGER, BUS |
| 2017/252 | 2017 | PIERCE | IMPEL | 87, 1178 | LADDER TRUCK |
| 2017/258 | 2017 | FORD | F550 | 2578 | 4X4, RESCUE TRUCK, BRUSH TRUCK, EXTENDED CAB |
| 2017/262 | 2017 | PIERCE | IMPEL | 51, 1525 | FIRE PUMPER |

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|------------|------|-----------------|---------------------|-------------|---------------------------------|
| 2017/269 | 2017 | FORD | EXPEDITION | 6134 | 4X4, SUV |
| 2017/272 | 2017 | FORD | EXPLORER XLS | 7218 | SUV |
| 2017/3156 | 2017 | FREIGHTLINER | 108SD | 230, 7983 | TRUCK, TANDEM AXLE, DUMP |
| 2017/3158 | 2017 | FORD | EXPLORER XLS | 9252 | SUV |
| 2017/3159 | 2017 | RAM | 1500 | 580, 9971 | PICKUP, EXTENDED CAB |
| 2017/3160 | 2017 | RAM | 1500 | 5541, 8484 | PICKUP, EXTENDED CAB |
| 2017/3161 | 2017 | RAM | 1500 | 775, 12153 | PICKUP, EXTENDED CAB |
| 2017/3162 | 2017 | RAM | 1500 | 367, 3557 | PICKUP, EXTENDED CAB |
| 2017/3163 | 2017 | NISSAN | FRONTIER | 11300 | PICKUP, EXTENDED CAB |
| 2017/3164 | 2017 | NISSAN | FRONTIER | 4602 | PICKUP, EXTENDED CAB |
| 2017/3165 | 2017 | NISSAN | FRONTIER | 3002 | PICKUP, EXTENDED CAB |
| 2017/3166 | 2017 | FORD | F350 | 4575 | TRUCK, UTILITY BODY |
| 2017/3167 | 2017 | FORD | F550 | 3871 | TRUCK, AUTO CRANE |
| 2017/3168 | 2017 | 2017 WANCO WTSP | WTSP | | solar arrow board |
| 2017/3169 | 2017 | 2017 Wanco wtsp | wtsp | | solar arrow board |
| 2017/3171 | 2017 | FORD | F350 | 1937 | TRUCK, UTILITY BODY |
| 2017/3172 | 2017 | FORD | F350 | 3468 | TRUCK, UTILITY BODY |
| 2017/3173 | 2017 | FORD | F350 | 4071 | TRUCK, UTILITY BODY |
| 2017/3174 | 2017 | FORD | TAURUS | 823 | SEDAN |
| 2017/3175 | 2017 | FORD | TAURUS | 990 | SEDAN |
| 2017/3176 | 2017 | FORD | F250 | 4370 | 4X4, PICKUP, EXTENDED CAB |
| 2017/3177 | 2017 | DODGE | JOURNEY | 17, 598 | SUV |
| 2017/3178 | 2017 | Western Stare | Vactor 4700SB | | Jet Rodder |
| 2017/3178a | 2017 | Vactor | Vactor | | Jet Rodder aux. |
| 2017/3179 | 2017 | DODGE | JOURNEY | 3, 121 | SUV |
| 2017/3180 | 2017 | DODGE | JOURNEY | 18, 336 | SUV |
| 2017/3181 | 2017 | DODGE | JOURNEY | 14, 371 | SUV |
| 2017/3182 | 2017 | FREIGHTLINER | M2-106 | 1, 1 | TRUCK, SWEEPER MACHINE |
| 2017/3182A | 2017 | Elgin | | | John Deere Aux motor |
| 2017/3191 | 2017 | Ford | F450 S/D | | Flat bed |
| 2017/4106 | 2017 | CRANE CARRIER | LET2-44 | 1117, 2708 | S/WASTE TRUCK |
| 2017/4107 | 2017 | CRANE CARRIER | LET2-44 | 3173, 10069 | S/WASTE TRUCK |
| 2017/4108 | 2017 | CRANE CARRIER | LET2-44 | 1464, 10110 | S/WASTE TRUCK |
| 2017/4109 | 2017 | CRANE CARRIER | LET2-44 | 1221, 9466 | S/WASTE TRUCK |
| 2017/4110 | 2017 | FORD | F350 | 12119 | FLATBED, TRUCK, LIFT GATE, DUMP |
| 2017/4112 | 2017 | FREIGHTLINER | 114SD | 1115, 13321 | LIMB TRUCK, TANDEM AXLE |
| 2017/5324 | 2017 | FREIGHTLINER | 108SD | 1342, 19496 | TRUCK, TANDEM AXLE, DUMP |
| 2017/5330 | 2017 | FORD | TRANSITCONNECT | 6844 | CARGO, VAN |
| 2017/5334 | 2017 | FORD | F350 | 4524 | FLATBED, TRUCK, CREW CAB, DUMP |
| 2017/5335 | 2017 | FORD | F450 | 6499 | FLATBED, TRUCK, CREW CAB, DUMP |
| 2017/5337 | 2017 | FORD | TRANSITCONNECT | 3023 | CARGO, VAN |
| 2017/708 | 2017 | LOOK | VISION VWLF85X16TE2 | 5 | COMMAND UNIT, TRAILER |
| 2018/3192 | 2017 | American signal | message board | | message board |
| 2018/3183 | 2018 | FORD | F150 | 313 | PICKUP |
| 2018/3184 | 2018 | FORD | F150 | 398 | PICKUP |
| 2018/3185 | 2018 | Ram | 1500 | | Pickup |
| 2018/3186 | 2018 | Ram | 1500 | | Pickup |
| 2018/3187 | 2018 | Ram | 1500 | | Pickup |
| 2018/3188 | 2018 | Ram | 1500 | | Pickup |
| 2018/3189 | 2018 | Ram | 1500 | | pickup |
| 2018/3190 | 2018 | Crafco | Supershot | | crack sealing machine |

| Non - Target Inventory | | | | | |
|------------------------|------|-------------------------|---------------------------|----------------|-------------------------|
| Asset Number | Year | Make | Model | Hours, Mileage | Description |
| 77/5159 | 1977 | MASSEY FERGUSON | TRACTOR MASSEY FERGUSON | 2112 | TRACTOR |
| 83/517 | 1983 | HARDEE | TRAILER HARDEE | No Meter - 0 | GENERATOR, TRAILER |
| 85/514 | 1985 | HOMEMADE | HOMEMADE | No Meter - 0 | UNDEFINED, TRAILER |
| 86/518 | 1986 | CENTURY INDUSTRIES INC | TRAILER CENTURY INDUSTR | No Meter - 0 | UNDEFINED, TRAILER |
| 86/570 | 1986 | TRAIL-RITE | TRAILER TRAIL- RITE | No Meter - 0 | UTILITY TRAILER |
| 86/571 | 1986 | TRAIL-RITE | TRAILER TRAIL- RITE | No Meter - 0 | UTILITY TRAILER |
| 88/204 | 1988 | MONARK | MONARK | No Meter - 0 | BOAT |
| 88/302 | 1988 | HUDSON | HUDSON | No Meter - 0 | EQUIPMENT TRAILER |
| 89/365 | 1989 | SUMMIT | TRAILER SUMMIT | No Meter - 0 | TRI-AXLE, TRAILER, DUMP |
| 90/296 | 1990 | HARDEE | HARDEE | No Meter - 0 | EQUIPMENT TRAILER |
| 92/353 | 1992 | AMIDA | AMIDA | 2845 | Arrow Board |
| 92/356 | 1992 | AMIDA | AMIDA | 2845 | Arrow Board |
| 92/358 | 1992 | ARROW | ARROW | No Meter - 0 | Arrow Board |
| 92/541 | 1992 | BURKEEN | TRENCHER | 991 | TRENCHER |
| 92/780 | 1992 | 200 | LOW PROFILE | No Meter - 0 | BOAT |
| 93/350 | 1993 | CATERPILLAR | E120B | 3469 | CAB, EXCAVATOR |
| 93/541 | 1993 | HUDSON | TRAILER HUDSON | No Meter - 0 | EQUIPMENT TRAILER |
| 94/588 | 1994 | DODGE | B3500 | 71517 | 15 PASSENGER, VAN |
| 94/592 | 1994 | CENTURY INDUSTRIES INC | MOBILE STAGE | No Meter - 0 | STAGE TRAILER |
| 95/202 | 1995 | INTERNATIONAL | 4900 | 3322, 28902 | TRANSFER, TRUCK |
| 95/2044 | 1995 | FORD | F250 | 92430 | PICKUP |
| 95/332 | 1995 | INTERNATIONAL | 4700 | 94914 | TRUCK, DUMP |
| 95/362 | 1995 | VERMEER | 1250BC | 429 | CHIPPER |
| 95/980 | 1995 | FORD | F350 | 25173 | PICKUP |
| 96/1046 | 1996 | TOW-RITE | UTILITY TOW-RITE | No Meter - 0 | UTILITY TRAILER |
| 96/255 | 1996 | FORD | F350 XL SD | 19121 | BRUSH TRUCK |
| 96/264 | 1996 | PIERCE | LANCE | 86891 | FIRE PUMPER |
| 96/359 | 1996 | HUDSON | HTD18C | No Meter - 0 | EQUIPMENT TRAILER |
| 96/361 | 1996 | BAME | TAGALONG BT12A | No Meter - 0 | EQUIPMENT TRAILER |
| 96/5026 | 1996 | ONAN | ONAN | 2205 | GENERATOR |
| 96/511 | 1996 | TOW-RITE | TRAILER TOW-RITE | No Meter - 0 | UTILITY TRAILER |
| 96/512 | 1996 | TOW-RITE | TRAILER TOW-RITE | No Meter - 0 | UTILITY TRAILER |
| 96/5162 | 1996 | HUDSON | TRAILER HUDSON | No Meter - 0 | EQUIPMENT TRAILER |
| 96/530 | 1996 | JACOBSEN (TEXTRON INC.) | TRI-KING 1900D | No Meter - 0 | UNDEFINED, MOWER |
| 96/550 | 1996 | VERMEER | SC1102 TURBO STUMP CUTTER | 536 | STUMP GRINDER |
| 97/250 | 1996 | INTERNATIONAL | 4700 | 53030 | RESCUE TRUCK |
| 2004/5102 | 1997 | CATERPILLAR | 135H | 8459 | MOTORGRADER |
| 97/1110 | 1997 | FORD | E350 | 79003 | 15 PASSENGER, VAN |
| 97/114 | 1997 | INTERNATIONAL | 4700 | 11816 | BUCKET TRUCK |
| 97/1451 | 1997 | FORD | EXPEDITION | 146240 | UNDERCOVER, SUV |
| 97/196 | 1997 | FORD | EXPEDITION | 160177 | UNDERCOVER, SUV |
| 97/2058 | 1997 | FORD | AEROSTAR | 113849 | 6 PASSENGER, VAN |
| 97/2059 | 1997 | FORD | AEROSTAR | 87733 | 6 PASSENGER, VAN |
| 97/2066 | 1997 | CHEVROLET | CAVALIER | 26608 | SEDAN |
| 97/2069 | 1997 | CHEVROLET | CAVALIER | 108274 | SEDAN |
| 97/2070 | 1997 | CHEVROLET | CAVALIER | 64253 | SEDAN |
| 97/229 | 1997 | B&S | LONG | No Meter - 0 | TRAILER, BOAT |
| 97/260 | 1997 | EAST COAST TRAILERS | TOWRITE | No Meter - 0 | GENERATOR, TRAILER |
| 97/268A | 1997 | ONAN | 7.5DKDFJ ONAN | 960 | GENERATOR, ATTACHMENT |
| 97/283 | 1997 | FORD | F150 | 84056 | PICKUP |
| 97/293 | 1997 | TOW-RITE | TRAILER TOW-RITE | No Meter - 0 | UTILITY TRAILER |
| 97/371 | 1997 | HUDSON | HTD18 | No Meter - 1 | EQUIPMENT TRAILER |
| 97/437 | 1997 | INTERNATIONAL | 4700 | 69921 | FLATBED, TRUCK, DUMP |
| 97/441 | 1997 | INTERNATIONAL | 4700 | 26237 | STRAW BLOWER, TRUCK |
| 97/5004 | 1997 | TEXAS BRAGG | UTILITY TEXAS BRAGG | No Meter - 0 | EQUIPMENT TRAILER |
| 97/5127 | 1997 | FORD | F350 | 49692 | FLATBED, TRUCK |
| 97/5163 | 1997 | HUDSON | HD12 | No Meter - 0 | EQUIPMENT TRAILER |
| 98/115 | 1998 | EMERGENCY ONE | TITAN III | 2738 | ARFF, TRUCK |
| 98/169 | 1998 | FORD | F150 | 91207 | PICKUP |
| 98/228 | 1998 | CHEVROLET | CHEYENE 3500 BRUSH TRUCK | 37982 | BRUSH TRUCK |
| 98/3018 | 1998 | CARSONS TRAILER | CARSONS | No Meter - 0 | UTILITY TRAILER |
| 98/3122G | 1998 | SPECTRUM | 80GS60 | 272 | GENERATOR |
| 98/4002 | 1998 | FORD | F150 | 88437 | PICKUP, EXTENDED CAB |
| 98/5021 | 1998 | FORD | F150 | 89322 | PICKUP |
| 98/5128 | 1998 | FORD | F150 | 144277 | PICKUP |
| 98/5207 | 1998 | AGRIMETAL | BW - 300 PLUS | No Meter - 0 | BLOWER, ATTACHMENT |
| 2004/3056 | 1999 | CATERPILLAR | 953C | 8890 | FRONT END LOADER |
| 99/3016 | 1999 | INTERNATIONAL | 4700 | 82504 | FLATBED, TRUCK |

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|------------|------|-----------------------|-------------------------|--------------|------------------------------|
| 99/3017 | 1999 | INTERNATIONAL | 4700 | 80273 | TRUCK, DUMP |
| 99/3024 | 1999 | INTERNATIONAL | 4700 | 42845 | FLATBED, TRUCK, DUMP |
| 99/3025 | 1999 | INTERNATIONAL | 4700 | 50168 | FLATBED, TRUCK, DUMP |
| 99/3030 | 1999 | WACKER | RD 11A | 4 | ASPHALT ROLLER |
| 99/4010 | 1999 | INTERNATIONAL | 4700 | 108879 | FLATBED, TRUCK, DUMP |
| 99/4011 | 1999 | INTERNATIONAL | 4700 | 56394 | FLATBED, TRUCK, DUMP |
| 99/5039 | 1999 | CARSONS TRAILER | CARSONS | No Meter - 0 | UTILITY TRAILER |
| 99/5040 | 1999 | CARSONS TRAILER | CARSONS | No Meter - 0 | UTILITY TRAILER |
| 99/705 | 1999 | FORD | F250 | 38660 | PICKUP, EXTENDED CAB |
| 2000/15 | 2000 | DODGE | CARAVAN | 31929 | 6 PASSENGER, VAN |
| 2000/225 | 2000 | PIERCE | DASH | 29753 | LADDER TRUCK |
| 2000/226 | 2000 | PIERCE | SABER | 34601 | FIRE PUMPER |
| 2000/231 | 2000 | FORD | EXPEDITION | 132220 | 4X4, SUV |
| 2000/237 | 2000 | HME, INC | HME-BOARDMAN HME, INC | 101024 | FIRE PUMPER |
| 2000/239 | 2000 | HME, INC | HME-BOARDMAN HME, INC | 20084 | FIRE PUMPER |
| 2000/241 | 2000 | HME, INC | CENTRAL STATES | 72345 | FIRE PUMPER |
| 2000/246 | 2000 | UTILITY | SEMI TRAILER | No Meter - 0 | TRANSFER, TRAILER |
| 2000/256 | 2000 | EMERGENCY ONE | CYCLONE | 13266 | RESCUE TRUCK |
| 2000/271 | 2000 | TRAILMOBILE | MOBILE TRAILER | No Meter - 0 | TRANSFER, CARGO, TRAILER |
| 2000/3032 | 2000 | INTERNATIONAL | 4700 | 89869 | TRUCK, DUMP |
| 2000/3035 | 2000 | ASI | THE GREEN MACHINE 414RS | 73533 | SWEEPER MACHINE |
| 2000/5050 | 2000 | HUDSON | HUDSON | No Meter - 0 | EQUIPMENT TRAILER |
| 2000/5051 | 2000 | WOODS | MOWER WOODS | No Meter - 0 | MOWER |
| 2000/5132 | 2000 | DODGE | CARAVAN | 75579 | 6 PASSENGER, VAN |
| 2000/5153 | 2000 | JOHN DEERE | GATOR 4X2 JOHN DEERE | 4388 | ALL TERRAIN |
| 2000/5164 | 2000 | HUDSON | TRAILER HUDSON | No Meter - 0 | EQUIPMENT TRAILER |
| 2000/5165 | 2000 | HUDSON | TRAILER HUDSON | No Meter - 0 | EQUIPMENT TRAILER |
| 2000/5166 | 2000 | HUDSON | TRAILER HUDSON | No Meter - 0 | EQUIPMENT TRAILER |
| 2001/1496 | 2001 | DODGE | RAM 2500 HD | 151753 | PICKUP |
| 2001/1501 | 2001 | FORD | E250 | 80018 | UNDERCOVER, CARGO, VAN |
| 2001/211 | 2001 | SPARTAN / SUMMIT | SUTTON | 32009 | RESCUE TRUCK |
| 2001/236 | 2001 | DODGE | 2500 DODGE | 16239 | BRUSH TRUCK |
| 2001/3037 | 2001 | INTERNATIONAL | 4900 | 173199 | TRUCK, TANDEM AXLE, DUMP |
| 2001/5047 | 2001 | DODGE | RAM 3500 | 82693 | TRUCK, UTILITY BODY |
| 2001/5054 | 2001 | DODGE | B3500 | 43289 | 15 PASSENGER, VAN |
| 2002/263 | 2002 | CHEVROLET | K1500 | 129268 | 4X4, PICKUP, EXTENDED CAB |
| 2002/5065A | 2002 | AGRI METAL | BW - 300 PLUS | No Meter - 0 | BLOWER, ATTACHMENT |
| 2002/5086 | 2002 | CHEVROLET | C8500 | 73669 | CHIPPER, BODY, BUCKET TRUCK |
| 2002/5086A | 2002 | ALTEC | LRV-55 | No Meter - 0 | BOOM WITH BUCKET |
| 2002/5135 | 2002 | FORD | RANGER | 94501 | PICKUP |
| 2002/702 | 2002 | FORD | TAURUS | No Meter - 0 | UNDERCOVER |
| 2004/5104 | 2002 | MACK TRUCKS | CH 613 | 218864 | TRUCK, TANDEM AXLE, TRACTOR |
| 2003/1237 | 2003 | FORD | F350 XL SD | 54166 | PICKUP |
| 2003/1241 | 2003 | FORD | CROWN VICTORIA | 134204 | SEDAN, MARKED |
| 2003/1449 | 2003 | FORD | EXPLORER XLS | 129067 | UNDERCOVER, SUV |
| 2003/290T | 2003 | MASTER TOW | TRAILER MASTER TOW | No Meter - 0 | EQUIPMENT TRAILER |
| 2003/507 | 2003 | CATERPILLAR | 262 | 2548 | MULTI TERRAIN LOADER |
| 2003/5142 | 2003 | JOHN DEERE | I200A | 1573 | BUNKER RAKE |
| 2003/553 | 2003 | EQUIPMENT | GOOSENECK | No Meter - 0 | EQUIPMENT TRAILER |
| 2003/555 | 2003 | STOLL | UTILITY STOLL | No Meter - 0 | EQUIPMENT TRAILER |
| 2004/3054 | 2003 | CATERPILLAR | 420D | 3371 | 4X4, CAB, BACKHOE |
| 2004/0518 | 2004 | POWER TECHNOLOGY INC. | PTC-80E | No Meter - 0 | GENERATOR |
| 2004/125 | 2004 | FORD | RANGER | 34573 | 4X4, PICKUP, EXTENDED CAB |
| 2004/126 | 2004 | FORD | RANGER | 62126 | 4X4, PICKUP, EXTENDED CAB |
| 2004/1617 | 2004 | CADILLAC | ESCALADE | 147539 | UNDERCOVER, SUV |
| 2004/164 | 2004 | CHEVROLET | IMPALA | 94259 | SEDAN, UNMARKED |
| 2004/208 | 2004 | FORD | F350 XL SD | 52459 | PICKUP, EXTENDED CAB |
| 2004/2083 | 2004 | CHEVROLET | SILVERADO | 109226 | PICKUP |
| 2004/214 | 2004 | JOHN DEERE | GATOR HPX 4X4 | 221 | 4X4, ALL TERRAIN |
| 2004/250 | 2004 | TEXAS BRAGG | TRAILER TEXAS BRAGG | No Meter - 0 | EQUIPMENT TRAILER |
| 2004/265 | 2004 | TEXAS BRAGG | TRAILER TEXAS BRAGG | No Meter - 0 | EQUIPMENT TRAILER |
| 2004/279 | 2004 | ADVENTURE | RIVERSIDE | No Meter - 0 | RV, TRAILER |
| 2004/3052 | 2004 | WOODS | 2120R-3 | 1582 | BATWING, BRUSH CUTTER, MOWER |
| 2004/3053 | 2004 | WOODS | 2120R-3 | 2355 | BATWING, BRUSH CUTTER, MOWER |
| 2004/3062A | 2004 | JOHN DEERE | SWEEPER MOTOR | 1082 | ATTACHMENT, SWEEPER MACHINE |
| 2004/3062A | 2004 | JOHN DEERE | SWEEPER MOTOR | 1082 | ATTACHMENT, SWEEPER MACHINE |
| 2004/3065 | 2004 | FORD | F550 XL SD | 93236 | BUCKET TRUCK |
| 2004/3066 | 2004 | CATERPILLAR | 315C | 2602 | EXCAVATOR |
| 2004/508 | 2004 | TEXTRON | 544317 | No Meter - 0 | AERATOR |
| 2004/5111 | 2004 | FORD | F350 XL SD | 47156 | FLATBED, TRUCK, CREW CAB |
| 2004/5114 | 2004 | FORD | F350 | 86802 | FLATBED, TRUCK, CREW CAB |

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|--------------|------|------------------------|---------------------|----------------|-----------------------------------|
| 2004/5138 | 2004 | FORD | E350 | 96964 | CARGO, VAN |
| 2004/5162 | 2004 | BOBCAT | 334 | 4568 | CAB, EXCAVATOR |
| 2004/554 | 2004 | GOOSENECK | TRAILER GOOSENECK | No Meter - 0 | EQUIPMENT TRAILER |
| 2004/556 | 2004 | GOOSENECK | UTILITY GOOSENECK | No Meter - 0 | EQUIPMENT TRAILER |
| 2004/557 | 2004 | GOOSENECK | UTILITY GOOSENECK | No Meter - 0 | EQUIPMENT TRAILER |
| 2005/3066 | 2004 | STERLING | SC8000 | 54431 | TRUCK, LEAF LOADER |
| 2005/127 | 2005 | DODGE | GRAND CARAVAN | 34503 | 6 PASSENGER, VAN |
| 2005/2084 | 2005 | FORD | F250 SD | 40129 | TRUCK, UTILITY BODY, EXTENDED CAB |
| 2005/2086 | 2005 | FORD | F550 XL SD | 94444 | FLATBED, TRUCK, CREW CAB, DUMP |
| 2005/2096 | 2005 | CHEVROLET | C5500 | 163946 | 30 PASSENGER, BUS |
| 2005/270 | 2005 | PIERCE | DASH | 86680 | FIRE PUMPER |
| 2005/293 | 2005 | PIERCE | DASH | 81968 | FIRE PUMPER |
| 2005/294 | 2005 | PIERCE | DASH | 85421 | FIRE PUMPER |
| 2005/295 | 2005 | SEAARK | 21 ROUSTABOUT | 513 | BOAT |
| 2005/3064 | 2005 | INTERNATIONAL | 7400 | 127543 | TRUCK, TANDEM AXLE, DUMP |
| 2005/3066A | 2005 | JOHN DEERE | POWER TECH | 3568 | LEAF LOADER, ATTACHMENT |
| 2005/3067 | 2005 | CENTURY INDUSTRIES INC | CENTURY INDUSTR | No Meter - 0 | STAGE TRAILER |
| 2005/3068 | 2005 | STERLING | Acterra | 104627 | LIMB TRUCK |
| 2005/3069 | 2005 | BOBCAT | 337 | 3958 | CAB, EXCAVATOR |
| 2005/5119 | 2005 | JOHN DEERE | 1200A | 0 | BUNKER RAKE |
| 2005/5120 | 2005 | JOHN DEERE | 1200A | 871 | BUNKER RAKE |
| 2005/5121 | 2005 | JOHN DEERE | 1200A | 1563 | BUNKER RAKE |
| 2005/5122 | 2005 | WOODS | BRUSHBULL 8400 | No Meter - 0 | BRUSH CUTTER |
| 2005/5124 | 2005 | JOHN DEERE | GATOR JOHN DEERE | 1566 | ALL TERRAIN |
| 2005/5125 | 2005 | JOHN DEERE | GATOR JOHN DEERE | 1367 | ALL TERRAIN |
| 2005/5129 | 2005 | VERMEER | BC1400XL | 452 | CHIPPER |
| 2005/5132 | 2005 | FORD | F250 SD | 91473 | TRUCK, UTILITY BODY |
| 2005/5133 | 2005 | JOHN DEERE | 1200A | 389 | BUNKER RAKE |
| 2005/5135 | 2005 | JOHN DEERE | 1200A | 1213 | BUNKER RAKE |
| 2005/5137 | 2005 | STERLING | Acterra | 164971 | LIMB TRUCK |
| 2005/7002 | 2005 | PIERCE | DASH | 153425 | FIRE PUMPER |
| 2006/30747 R | 2005 | BOMAG | BW55E BOMAG | No Meter - 0 | ASPHALT ROLLER |
| 2006/5138A | 2005 | JOHN DEERE | POWER TECH | 5058 | LEAF LOADER, ATTACHMENT |
| 2006/5180A | 2005 | JOHN DEERE | JOHN DEERE | 4977 | LEAF LOADER, ATTACHMENT |
| 2006/101 | 2006 | ALAMO | HYDRO 15 (HY 15) | No Meter - 0 | BATWING, BRUSH CUTTER |
| 2006/1260 | 2006 | FORD | F550 XL SD | 8446 | FLATBED, TRUCK |
| 2006/1656 | 2006 | FORD | F150 | No Meter - 0 | UNDERCOVER, PICKUP |
| 2006/204 | 2006 | CHEVROLET | 2500 CHEVROLET | 73068 | 4X4, CREW CAB, PICKUP |
| 2006/205 | 2006 | CHEVROLET | IMPALA | 106235 | SEDAN |
| 2006/2101 | 2006 | FORD | FREESTAR | 32527 | 6 PASSENGER, VAN |
| 2006/220 | 2006 | LOWE | ROUGHNECK | No Meter - 0 | BOAT |
| 2006/232 | 2006 | ROUGHNECK | 1960 HUSKY | No Meter - 0 | BOAT |
| 2006/292 | 2006 | PIERCE | DASH | 78783 | FIRE PUMPER |
| 2006/296 | 2006 | KENTUCKY TRAILERS | 53FT TRAILER | No Meter - 0 | TRANSFER, CARGO, TRAILER |
| 2006/299 | 2006 | INTERNATIONAL | 5600 | 10334 | TRANSFER, TRUCK |
| 2006/3016S | 2006 | GOOD ROADS | H-3-9 | No Meter - 0 | SAND/SALT SPREADER |
| 2006/3032S | 2006 | GOOD ROADS | H-3-9 | No Meter - 0 | SAND/SALT SPREADER |
| 2006/3064P | 2006 | GOOD ROADS | 120M 10X36 | No Meter - 0 | SNOW PLOW |
| 2006/3070 | 2006 | RAMMAX | P33/24HHMR | 420 | TRENCH ROLLER |
| 2006/3071 | 2006 | STERLING | LT9500 | 98394 | TRUCK, TANDEM AXLE, DUMP |
| 2006/3071P | 2006 | GOOD ROADS | 120M 10X36 | No Meter - 0 | SNOW PLOW |
| 2006/3071S | 2006 | GOOD ROADS | H-3-12 | No Meter - 0 | SAND/SALT SPREADER |
| 2006/3072 | 2006 | CHEVROLET | SUBURBAN | 80180 | SUV |
| 2006/3073 | 2006 | STERLING | LT9500 | 51215, 9941 | Vac TRUCK, TANDEM AXLE |
| 2006/3073A | 2006 | JOHN DEERE | 2689F | 1701 | SEWER CLEANER, ATTACHMENT |
| 2006/3073a | 2006 | John Deere vactor | Aux motor | | Vacuum truck |
| 2006/5138 | 2006 | FREIGHTLINER | M2-106 | 49676 | TRUCK, LEAF LOADER |
| 2006/5139 | 2006 | FREIGHTLINER | M2-106 | 39276 | TRUCK, LEAF LOADER |
| 2006/5139A | 2006 | JOHN DEERE | SCL800 | 5191 | LEAF LOADER, ATTACHMENT |
| 2006/5140 | 2006 | FREIGHTLINER | M2-106 | 42014 | TRUCK, LEAF LOADER |
| 2006/5140A | 2006 | SCL800 | 4045TF270D | 4283 | LEAF LOADER, ATTACHMENT |
| 2006/5141 | 2006 | JEEP | LIBERTY | 120152 | 4X4, SUV |
| 2006/5173 | 2006 | WOODS BATWING | BW 1800 | No Meter - 830 | BATWING, BRUSH CUTTER |
| 2006/5174 | 2006 | HUDSON | HSE 18 | No Meter - 0 | EQUIPMENT TRAILER |
| 2006/5175 | 2006 | JOHN DEERE | 6420 | 2149 | 4X4, CAB, TRACTOR |
| 2006/5176 | 2006 | TEXAS BRAGG | UTILITY TEXAS BRAGG | No Meter - 0 | UTILITY TRAILER |
| 2006/5180 | 2006 | FREIGHTLINER | M2-106 | 48605 | TRUCK, LEAF LOADER |
| 2006/5181 | 2006 | CATERPILLAR | 247 B | 3095 | MULTI TERRAIN BRUSHCUTTER |
| 2006/5189 | 2006 | CATERPILLAR | 304CCR | 2110 | CAB, EXCAVATOR |
| 2006/710 | 2006 | FORD | RANGER | 79444 | UNDERCOVER |
| 2006/724 | 2006 | FORD | EXPEDITION | No Meter - 0 | UNDERCOVER |

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|------------|------|-------------|-----------------------|--------------|-----------------------------|
| 2006/913 | 2006 | FORD | CROWN VICTORIA | 111896 | SEDAN, MARKED |
| 2006/915 | 2006 | FORD | CROWN VICTORIA | 183981 | SEDAN, MARKED |
| 2006/217 | 2007 | TEXAS BRAGG | UTILITY TEXAS BRAGG | No Meter - 0 | UTILITY TRAILER |
| 2007/108 | 2007 | CHEVROLET | TRAILBLAZER CHEVROLET | 33281 | 4X4, SUV |
| 2007/1261 | 2007 | CHEVROLET | IMPALA | 98374 | SEDAN, UNMARKED |
| 2007/1262 | 2007 | CHEVROLET | IMPALA | 116167 | SEDAN, UNMARKED |
| 2007/1263 | 2007 | CHEVROLET | IMPALA | 117423 | SEDAN, UNMARKED |
| 2007/1264 | 2007 | CHEVROLET | IMPALA | 78105 | SEDAN, UNMARKED |
| 2007/1265 | 2007 | CHEVROLET | IMPALA | 88285 | SEDAN, UNMARKED |
| 2007/1266 | 2007 | CHEVROLET | IMPALA | 95741 | SEDAN, UNMARKED |
| 2007/1267 | 2007 | CHEVROLET | IMPALA | 94376 | SEDAN, UNMARKED |
| 2007/1268 | 2007 | CHEVROLET | IMPALA | 100389 | SEDAN, UNMARKED |
| 2007/1269 | 2007 | CHEVROLET | IMPALA | 88831 | SEDAN, UNMARKED |
| 2007/1270 | 2007 | CHEVROLET | IMPALA | 65817 | SEDAN, UNMARKED |
| 2007/1271 | 2007 | CHEVROLET | IMPALA | 103160 | SEDAN, UNMARKED |
| 2007/1273 | 2007 | CHEVROLET | IMPALA | 143413 | SEDAN, UNMARKED |
| 2007/1274 | 2007 | CHEVROLET | IMPALA | 57618 | SEDAN, UNMARKED |
| 2007/1276 | 2007 | CHEVROLET | IMPALA | 103245 | SEDAN, UNMARKED |
| 2007/1277 | 2007 | CHEVROLET | IMPALA | 59799 | SEDAN, UNMARKED |
| 2007/1279 | 2007 | CHEVROLET | IMPALA | 116421 | SEDAN, UNMARKED |
| 2007/1281 | 2007 | CHEVROLET | IMPALA | 86507 | SEDAN, UNMARKED |
| 2007/1282 | 2007 | CHEVROLET | IMPALA | 118916 | SEDAN, UNMARKED |
| 2007/1283 | 2007 | CHEVROLET | IMPALA | 78613 | SEDAN, UNMARKED |
| 2007/1285 | 2007 | CHEVROLET | IMPALA | 66557 | SEDAN, UNMARKED |
| 2007/1286 | 2007 | CHEVROLET | IMPALA | 100044 | SEDAN, UNMARKED |
| 2007/1287 | 2007 | CHEVROLET | IMPALA | 78152 | SEDAN, UNMARKED |
| 2007/1288 | 2007 | CHEVROLET | IMPALA | 79447 | SEDAN, UNMARKED |
| 2007/1289 | 2007 | CHEVROLET | IMPALA | 113675 | SEDAN, UNMARKED |
| 2007/1290 | 2007 | CHEVROLET | IMPALA | 112065 | SEDAN, UNMARKED |
| 2007/1293 | 2007 | CHEVROLET | IMPALA | 110952 | SEDAN, UNMARKED |
| 2007/1294 | 2007 | CHEVROLET | IMPALA | 108704 | SEDAN, UNMARKED |
| 2007/1295 | 2007 | CHEVROLET | IMPALA | 118417 | SEDAN, UNMARKED |
| 2007/1296 | 2007 | CHEVROLET | IMPALA | 107841 | SEDAN, UNMARKED |
| 2007/1297 | 2007 | CHEVROLET | IMPALA | 65005 | SEDAN, UNMARKED |
| 2007/1298 | 2007 | CHEVROLET | IMPALA | 100468 | SEDAN, UNMARKED |
| 2007/1299 | 2007 | CHEVROLET | IMPALA | 130688 | SEDAN, UNMARKED |
| 2007/1300 | 2007 | CHEVROLET | IMPALA | 116225 | SEDAN, UNMARKED |
| 2007/1301 | 2007 | CHEVROLET | IMPALA | 103009 | SEDAN, UNMARKED |
| 2007/1302 | 2007 | CHEVROLET | IMPALA | 107821 | SEDAN, UNMARKED |
| 2007/1303 | 2007 | CHEVROLET | IMPALA | 86832 | SEDAN, UNMARKED |
| 2007/1304 | 2007 | CHEVROLET | IMPALA | 116490 | SEDAN, UNMARKED |
| 2007/1305 | 2007 | CHEVROLET | IMPALA | 84321 | SEDAN, UNMARKED |
| 2007/1307 | 2007 | CHEVROLET | IMPALA | 120254 | SEDAN, UNMARKED |
| 2007/1308 | 2007 | CHEVROLET | IMPALA | 85868 | SEDAN, UNMARKED |
| 2007/1652 | 2007 | GMC | YUKON | No Meter - 0 | UNDERCOVER, SUV |
| 2007/1698 | 2007 | CHEVROLET | TAHOE | No Meter - 0 | UNDERCOVER |
| 2007/209 | 2007 | CHEVROLET | TAHOE | 104495 | 4X4, SUV |
| 2007/2100 | 2007 | FORD | F350 | 31178 | PICKUP, EXTENDED CAB |
| 2007/2102 | 2007 | FORD | F150 | 46714 | PICKUP |
| 2007/2103 | 2007 | FORD | F150 | 79351 | PICKUP |
| 2007/2105 | 2007 | CHEVROLET | TRAILBLAZER CHEVROLET | 52007 | 4X4, SUV |
| 2007/2106 | 2007 | FORD | RANGER | 78303 | PICKUP, EXTENDED CAB |
| 2007/2107 | 2007 | FORD | RANGER | 96540 | PICKUP, EXTENDED CAB |
| 2007/2108 | 2007 | FORD | RANGER | 78963 | PICKUP, EXTENDED CAB |
| 2007/2113 | 2007 | FORD | RANGER | 47911 | PICKUP |
| 2007/218 | 2007 | FERRARA | INFERNO | 88895 | LADDER TRUCK |
| 2007/219 | 2007 | ALUMACRAFT | ALUMACRAFT | No Meter - 0 | BOAT |
| 2007/253 | 2007 | PIERCE | DASH | 116796 | FIRE PUMPER |
| 2007/275 | 2007 | JOHN DEERE | X300 | 1 | MOWER |
| 2007/3075 | 2007 | ROCK HOUND | 30EX BRUSH | No Meter - 0 | BRUSH CUTTER, ATTACHMENT |
| 2007/3076 | 2007 | HUDSON | HSLT18 | No Meter - 0 | EQUIPMENT TRAILER |
| 2007/3077 | 2007 | STERLING | LT9500 | 57210 | TRANSFER, TRUCK |
| 2007/3078 | 2007 | NEWHOLLAND | B95 | | Backhoe |
| 2007/3079 | 2007 | STERLING | SC8000 | 97373 | TRUCK, SWEEPER MACHINE |
| 2007/3079A | 2007 | ELGIN | CROSSWIND | 5745 | ATTACHMENT, SWEEPER MACHINE |
| 2007/3079a | 2007 | Elgin | | | John Deere Aux motor |
| 2007/3080 | 2007 | STERLING | SC8000 | 41637 | TRUCK, SWEEPER MACHINE |
| 2007/3080A | 2007 | ELGIN | EAGLE ELGIN | 456 | ATTACHMENT, SWEEPER MACHINE |
| 2007/3080a | 2007 | Elgin | | | John Deere Aux motor |
| 2007/3082 | 2007 | CHEVROLET | TRAILBLAZER CHEVROLET | 44737 | 4X4, SUV |
| 2007/3084 | 2007 | FORD | F150 | 53140 | 4X4, PICKUP, EXTENDED CAB |

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|------------|------|------------------------|---------------------|--------------|-----------------------------|
| 2007/3101 | 2007 | Sterling | Crosswind sweeper | | chasis |
| 2007/3101A | 2007 | ELGIN | EAGLE ELGIN | 2865 | ATTACHMENT, SWEEPER MACHINE |
| 2007/515 | 2007 | FORD | RANGER | 73492 | PICKUP, EXTENDED CAB |
| 2007/517 | 2007 | UTILITY | 716TGC | No Meter - 0 | UTILITY TRAILER |
| 2007/5178 | 2007 | CHEVROLET | 7500 CHEVROLET | 152734 | LIMB TRUCK |
| 2007/5182 | 2007 | BEFCO | 17-412-SFL | No Meter - 0 | BATWING, MOWER |
| 2007/5185 | 2007 | FORD | RANGER | 67919 | PICKUP, EXTENDED CAB |
| 2007/520 | 2007 | CENTURY INDUSTRIES INC | MPP 1624 | No Meter - 0 | STAGE TRAILER |
| 2007/5206 | 2007 | CATERPILLAR | 420E | 1676 | 4X4, CAB, BACKHOE |
| 2007/711 | 2007 | HONDA | ACCORD | 129042 | UNDERCOVER |
| 2007/712T | 2007 | CARRY ON TRAILER | 5X8SP | No Meter - 0 | UTILITY TRAILER |
| 2011/5259 | 2007 | TRILO | 1170 | No Meter - 1 | LEAF LOADER, TRAILER |
| 2007/516 | 2008 | UTILITY | 716TGC | No Meter - 0 | UTILITY TRAILER |
| 2007/519 | 2008 | TEXAS BRAGG | UTILITY TEXAS BRAGG | No Meter - 0 | UTILITY TRAILER |
| 2008/106 | 2008 | ISUZU | NPR | 5512 | TRUCK, SWEEPER MACHINE |
| 2008/106A | 2008 | TYMCO | 210 | 544 | ATTACHMENT, SWEEPER MACHINE |
| 2008/1313 | 2008 | FORD | CROWN VICTORIA | 154242 | SEDAN, MARKED, REFURBISHED |
| 2008/1314 | 2008 | FORD | CROWN VICTORIA | 135490 | SEDAN, MARKED, REFURBISHED |
| 2008/1319 | 2008 | FORD | CROWN VICTORIA | 182880 | SEDAN, MARKED |
| 2008/1326 | 2008 | FORD | CROWN VICTORIA | 173529 | SEDAN, MARKED |
| 2008/1327 | 2008 | FORD | CROWN VICTORIA | 146709 | SEDAN, MARKED, REFURBISHED |
| 2008/1331 | 2008 | FORD | CROWN VICTORIA | 146512 | SEDAN, MARKED |
| 2008/1332 | 2008 | FORD | CROWN VICTORIA | 104718 | SEDAN, MARKED |
| 2008/1340 | 2008 | FORD | CROWN VICTORIA | 123877 | SEDAN, MARKED |
| 2008/1349 | 2008 | FORD | CROWN VICTORIA | 146615 | SEDAN, MARKED |
| 2008/1352 | 2008 | FORD | CROWN VICTORIA | 160318 | SEDAN, MARKED, REFURBISHED |
| 2008/1354 | 2008 | FORD | CROWN VICTORIA | 142681 | SEDAN, MARKED, REFURBISHED |
| 2008/1356 | 2008 | FORD | CROWN VICTORIA | 133868 | SEDAN, MARKED |
| 2008/1357 | 2008 | FORD | CROWN VICTORIA | 168229 | SEDAN, MARKED, REFURBISHED |
| 2008/1359 | 2008 | FORD | CROWN VICTORIA | 135434 | SEDAN, MARKED, REFURBISHED |
| 2008/1360 | 2008 | FORD | CROWN VICTORIA | 142255 | SEDAN, MARKED |
| 2008/1361 | 2008 | FORD | CROWN VICTORIA | 160401 | SEDAN, MARKED |
| 2008/1364 | 2008 | FORD | CROWN VICTORIA | 157333 | SEDAN, MARKED, REFURBISHED |
| 2008/1366 | 2008 | FORD | CROWN VICTORIA | 152526 | SEDAN, MARKED, REFURBISHED |
| 2008/1372 | 2008 | FORD | CROWN VICTORIA | 123680 | SEDAN, MARKED |
| 2008/1384 | 2008 | FORD | CROWN VICTORIA | 157650 | SEDAN, MARKED, REFURBISHED |
| 2008/1386 | 2008 | FORD | CROWN VICTORIA | 153364 | SEDAN, MARKED |
| 2008/1394 | 2008 | FORD | CROWN VICTORIA | 134163 | SEDAN, MARKED |
| 2008/1395 | 2008 | FORD | CROWN VICTORIA | 92861 | SEDAN, MARKED |
| 2008/1397 | 2008 | FORD | CROWN VICTORIA | 164593 | SEDAN, MARKED |
| 2008/1398 | 2008 | FORD | CROWN VICTORIA | 75012 | SEDAN, MARKED |
| 2008/1403 | 2008 | FORD | CROWN VICTORIA | 89987 | SEDAN, MARKED |
| 2008/1404 | 2008 | FORD | CROWN VICTORIA | 98442 | SEDAN, MARKED |
| 2008/1408 | 2008 | FORD | CROWN VICTORIA | 171310 | SEDAN, MARKED |
| 2008/1414 | 2008 | FORD | E150 | 95587 | CARGO, VAN |
| 2008/1415 | 2008 | DODGE | CHARGER | 129556 | SEDAN, MARKED |
| 2008/1416 | 2008 | DODGE | CHARGER | 114218 | SEDAN, MARKED |
| 2008/1417 | 2008 | DODGE | CHARGER | 104322 | SEDAN, MARKED |
| 2008/1418 | 2008 | DODGE | CHARGER | 118712 | SEDAN, MARKED |
| 2008/1419 | 2008 | DODGE | CHARGER | 99654 | SEDAN, MARKED |
| 2008/1421 | 2008 | DODGE | CHARGER | 99633 | SEDAN, MARKED |
| 2008/1422 | 2008 | DODGE | CHARGER | 117206 | SEDAN, MARKED |
| 2008/1424 | 2008 | DODGE | CHARGER | 109896 | SEDAN, MARKED |
| 2008/1426 | 2008 | CHEVROLET | IMPALA | 91984 | SEDAN, UNMARKED |
| 2008/1427 | 2008 | CHEVROLET | IMPALA | 95533 | SEDAN, UNMARKED |
| 2008/1428 | 2008 | CHEVROLET | IMPALA | 127333 | SEDAN, UNMARKED |
| 2008/1429 | 2008 | CHEVROLET | IMPALA | 105342 | SEDAN, UNMARKED |
| 2008/1430 | 2008 | CHEVROLET | IMPALA | 77201 | SEDAN, UNMARKED |
| 2008/1431 | 2008 | CHEVROLET | IMPALA | 94286 | SEDAN, UNMARKED |
| 2008/1432 | 2008 | CHEVROLET | IMPALA | 54038 | SEDAN, UNMARKED |
| 2008/1433 | 2008 | CHEVROLET | IMPALA | 91703 | SEDAN, UNMARKED |
| 2008/1434 | 2008 | CHEVROLET | IMPALA | 105785 | SEDAN, UNMARKED |
| 2008/1435 | 2008 | CHEVROLET | IMPALA | 64149 | SEDAN, UNMARKED |
| 2008/1436 | 2008 | CHEVROLET | IMPALA | 130774 | SEDAN, UNMARKED |
| 2008/1437 | 2008 | CHEVROLET | IMPALA | 87836 | SEDAN, UNMARKED |
| 2008/1439 | 2008 | CHEVROLET | IMPALA | 105319 | SEDAN, UNMARKED |
| 2008/1440 | 2008 | CHEVROLET | IMPALA | 89430 | SEDAN, UNMARKED |
| 2008/1441 | 2008 | CHEVROLET | IMPALA | 53518 | SEDAN, UNMARKED |
| 2008/1442 | 2008 | CHEVROLET | IMPALA | 103675 | SEDAN, UNMARKED |
| 2008/1443 | 2008 | CHEVROLET | IMPALA | 103555 | SEDAN, UNMARKED |
| 2008/1444 | 2008 | CHEVROLET | IMPALA | 74693 | SEDAN, UNMARKED |

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|------------|------|---------------|------------------------|--------------|-------------------------|
| 2008/1445 | 2008 | CHEVROLET | TAHOE | 175872 | MARKED, K-9, SUV |
| 2008/1447 | 2008 | TEXAS BRAGG | UTILITY TEXAS BRAGG | No Meter - 0 | UTILITY TRAILER |
| 2008/1618 | 2008 | DODGE | MAGNUM | 102252 | UNDERCOVER, SEDAN |
| 2008/2115 | 2008 | CHEVROLET | IMPALA | 104392 | SEDAN |
| 2008/2116 | 2008 | CHEVROLET | IMPALA | 84940 | SEDAN |
| 2008/2117 | 2008 | CHEVROLET | IMPALA | 99537 | SEDAN |
| 2008/2120 | 2008 | FORD | E150 | 113667 | CARGO, VAN |
| 2008/221 | 2008 | PIERCE | ARROW XT | 66484 | FIRE PUMPER |
| 2008/274 | 2008 | FORD | CROWN VICTORIA | 82167 | SEDAN |
| 2008/3085 | 2008 | NEWHOLLAND | B95 | | Backhoe |
| 2008/3087 | 2008 | CHEVROLET | TRAILBLAZER CHEVROLET | 58226 | 4X4, SUV |
| 2008/3093 | 2008 | NISSAN | UD 3300 | 43718 | TRUCK, SWEEPER MACHINE |
| 2008/3093A | 2008 | ELGIN | CROSSWIND | 4381 | SWEEPER MACHINE |
| 2008/3093a | 2008 | Elgin | | | John Deere Aux motor |
| 2008/3094 | 2008 | HUDSON | HSLT18 | No Meter - 0 | EQUIPMENT TRAILER |
| 2008/3100 | 2008 | FORD | F750 | 57719 | ASPHALT TRUCK |
| 2008/3100R | 2008 | BOMAG | BW55E BOMAG | No Meter - 0 | ASPHALT ROLLER |
| 2008/3102 | 2008 | MITSUBISHI | FG25N-LP | 273 | FORKLIFT |
| 2008/4044 | 2008 | CRANE CARRIER | LET - 40-E | 94759 | S/WASTE TRUCK |
| 2008/4047 | 2008 | CRANE CARRIER | LET 2-40 CRANE CARRIER | 78211 | S/WASTE TRUCK |
| 2008/4048 | 2008 | CRANE CARRIER | LET 2-40 CRANE CARRIER | 71281 | S/WASTE TRUCK |
| 2008/4052 | 2008 | CRANE CARRIER | LET 2-40 CRANE CARRIER | 97924 | S/WASTE TRUCK |
| 2008/4053 | 2008 | CRANE CARRIER | LET 2-40 CRANE CARRIER | 72766 | S/WASTE TRUCK |
| 2008/4054 | 2008 | CHEVROLET | W-4500 | 111425 | TRUCK, BODY, CART |
| 2008/4056 | 2008 | CRANE CARRIER | LET 2-40 CRANE CARRIER | 68714 | S/WASTE TRUCK |
| 2008/4057 | 2008 | CRANE CARRIER | LET 2-40 CRANE CARRIER | 65659 | S/WASTE TRUCK |
| 2008/4058 | 2008 | CRANE CARRIER | LET 2-40 CRANE CARRIER | 24006 | S/WASTE TRUCK |
| 2008/5190 | 2008 | FORD | E350 | 19880 | CARGO, VAN |
| 2008/5193 | 2008 | FORD | F350 | 99026 | TRUCK, UTILITY BODY |
| 2008/5194 | 2008 | FORD | F350 | 55503 | TRUCK, UTILITY BODY |
| 2008/5195 | 2008 | JOHN DEERE | GATOR 4X2 JOHN DEERE | 667 | ALL TERRAIN |
| 2008/5196 | 2008 | WOODS | 7144 RD | No Meter - 0 | BATWING, MOWER |
| 2008/5198 | 2008 | Z-SPRAY | Z-PLUG 36" | 285 | AERATOR, ALL TERRAIN |
| 2008/703 | 2008 | DODGE | CHARGER | No Meter - 0 | UNDERCOVER |
| 2008/729 | 2008 | INTERNATIONAL | 7400 | 19285, 1260 | 4X4, MRAP, SWAT VEHICLE |
| 2008/1699 | 2009 | LAND ROVER | LR 2 | 129674 | SUV |
| 2009/130 | 2009 | CATERPILLAR | 904H | 1930 | 4X4, FRONT END LOADER |
| 2009/1453 | 2009 | DODGE | CHARGER | 111063 | SEDAN, MARKED |
| 2009/1455 | 2009 | DODGE | CHARGER | 105589 | SEDAN, MARKED |
| 2009/1458 | 2009 | DODGE | CHARGER | 85764 | SEDAN, UNMARKED |
| 2009/1459 | 2009 | DODGE | CHARGER | 96880 | SEDAN, UNMARKED |
| 2009/1460 | 2009 | DODGE | CHARGER | 98798 | SEDAN, UNMARKED |
| 2009/1461 | 2009 | DODGE | CHARGER | 100220 | SEDAN, UNMARKED |
| 2009/1462 | 2009 | DODGE | CHARGER | 92089 | SEDAN, UNMARKED |
| 2009/1463 | 2009 | FORD | CROWN VICTORIA | 138844 | SEDAN, MARKED |
| 2009/1464 | 2009 | FORD | CROWN VICTORIA | 133188 | SEDAN, MARKED |
| 2009/1465 | 2009 | FORD | CROWN VICTORIA | 133134 | SEDAN, MARKED |
| 2009/1466 | 2009 | FORD | CROWN VICTORIA | 155069 | SEDAN, MARKED |
| 2009/1467 | 2009 | FORD | CROWN VICTORIA | 143452 | SEDAN, MARKED |
| 2009/1468 | 2009 | FORD | CROWN VICTORIA | 105507 | SEDAN, MARKED |
| 2009/1470 | 2009 | FORD | CROWN VICTORIA | 134310 | SEDAN, MARKED |
| 2009/1471 | 2009 | FORD | CROWN VICTORIA | 122851 | SEDAN, MARKED |
| 2009/1472 | 2009 | FORD | CROWN VICTORIA | 143632 | SEDAN, MARKED |
| 2009/1473 | 2009 | FORD | CROWN VICTORIA | 90116 | SEDAN, MARKED |
| 2009/1474 | 2009 | FORD | CROWN VICTORIA | 111988 | SEDAN, MARKED |
| 2009/1475 | 2009 | CHEVROLET | IMPALA | 93606 | SEDAN, UNMARKED |
| 2009/1476 | 2009 | CHEVROLET | IMPALA | 101879 | SEDAN, UNMARKED |
| 2009/1477 | 2009 | CHEVROLET | IMPALA | 125179 | SEDAN, UNMARKED |
| 2009/1478 | 2009 | CHEVROLET | IMPALA | 92104 | SEDAN, UNMARKED |
| 2009/1479 | 2009 | CHEVROLET | IMPALA | 69340 | SEDAN, UNMARKED |
| 2009/1480 | 2009 | CHEVROLET | IMPALA | 65363 | SEDAN, UNMARKED |
| 2009/1481 | 2009 | CHEVROLET | IMPALA | 75873 | SEDAN, UNMARKED |
| 2009/1482 | 2009 | CHEVROLET | IMPALA | 94404 | SEDAN, UNMARKED |
| 2009/1483 | 2009 | CHEVROLET | IMPALA | 89083 | SEDAN, UNMARKED |
| 2009/1484 | 2009 | CHEVROLET | IMPALA | 108092 | SEDAN, UNMARKED |
| 2009/1485 | 2009 | CHEVROLET | IMPALA | 63733 | SEDAN, UNMARKED |
| 2009/1486 | 2009 | CHEVROLET | IMPALA | 75487 | SEDAN, UNMARKED |
| 2009/1487 | 2009 | CHEVROLET | IMPALA | 64211 | SEDAN, UNMARKED |
| 2009/1488 | 2009 | CHEVROLET | IMPALA | 93862 | SEDAN, UNMARKED |
| 2009/1489 | 2009 | CHEVROLET | IMPALA | 96123 | SEDAN, UNMARKED |
| 2009/1490 | 2009 | CHEVROLET | IMPALA | 57765 | SEDAN, UNMARKED |

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|------------|------|----------------|----------------------|--------------|-----------------------------|
| 2009/1491 | 2009 | CHEVROLET | IMPALA | 100214 | SEDAN, UNMARKED |
| 2009/1492 | 2009 | CHEVROLET | IMPALA | 96695 | SEDAN, UNMARKED |
| 2009/1494 | 2009 | CHEVROLET | IMPALA | 78536 | SEDAN, UNMARKED |
| 2009/1495 | 2009 | DODGE | CARAVAN | 60202 | CARGO, VAN |
| 2009/2122 | 2009 | FORD | RANGER | 27304 | PICKUP, EXTENDED CAB |
| 2009/276 | 2009 | MAGNUM | MMG75 | 5000 | GENERATOR |
| 2009/3095 | 2009 | HUDSON | HTD20C | No Meter - 0 | EQUIPMENT TRAILER |
| 2009/3104 | 2009 | CATERPILLAR | 308DCR | 2631 | CAB, EXCAVATOR |
| 2009/3104A | 2009 | BRUSH WOLFE | 4800X | No Meter - 0 | BRUSH CUTTER, ATTACHMENT |
| 2009/3116 | 2009 | ALUMACRAFT | 1436 LT | No Meter - 0 | BOAT |
| 2009/3116T | 2009 | ROAD KING | RKT 14 | No Meter - 0 | TRAILER, BOAT |
| 2009/3117 | 2009 | BOBCAT | 337 | 1965 | CAB, EXCAVATOR |
| 2009/3118 | 2009 | NISSAN | UD 3300 | 56137 | TRUCK, SWEEPER MACHINE |
| 2009/3118A | 2009 | ELGIN | CROSSWIND | 2951 | ATTACHMENT, SWEEPER MACHINE |
| 2009/3118a | 2009 | Elgin | | | John Deere Aux motor |
| 2009/5200 | 2009 | JOHN DEERE | 1200A | 2050 | BUNKER RAKE |
| 2009/5205 | 2009 | JOHN DEERE | GATOR 4X2 JOHN DEERE | 3657 | ALL TERRAIN |
| 2009/723 | 2009 | CHEVROLET | SILVERADO | No Meter - 0 | UNDERCOVER, PICKUP |
| 2010/1499 | 2010 | KING AMERICAN | 7X16TA KING AMERICAN | No Meter - 0 | CARGO, TRAILER |
| 2010/1502A | 2010 | ONAN | ONAN | 6956 | GENERATOR, ATTACHMENT |
| 2010/1508 | 2010 | DODGE | GRAND CARAVAN | 82931 | 6 PASSENGER, VAN |
| 2010/1509 | 2010 | DODGE | GRAND CARAVAN | 78280 | 6 PASSENGER, VAN |
| 2010/1511 | 2010 | DODGE | CHARGER | 128756 | SEDAN, MARKED |
| 2010/1512 | 2010 | DODGE | CHARGER | 121954 | SEDAN, MARKED |
| 2010/1513 | 2010 | DODGE | CHARGER | 93520 | SEDAN, MARKED |
| 2010/1514 | 2010 | DODGE | CHARGER | 97523 | SEDAN, MARKED |
| 2010/1516 | 2010 | DODGE | CHARGER | 86608 | SEDAN, MARKED |
| 2010/1518 | 2010 | DODGE | CHARGER | 122665 | SEDAN, MARKED |
| 2010/1519 | 2010 | DODGE | CHARGER | 88378 | SEDAN, MARKED |
| 2010/1520 | 2010 | DODGE | CHARGER | 113131 | SEDAN, MARKED |
| 2010/1522 | 2010 | DODGE | CHARGER | 63361 | SEDAN, MARKED |
| 2010/1523 | 2010 | DODGE | CHARGER | 110744 | SEDAN, MARKED |
| 2010/1524 | 2010 | DODGE | CHARGER | 100799 | SEDAN, MARKED |
| 2010/1525 | 2010 | DODGE | CHARGER | 100962 | SEDAN, MARKED |
| 2010/1526 | 2010 | DODGE | CHARGER | 76398 | SEDAN, MARKED |
| 2010/1527 | 2010 | DODGE | CHARGER | 98041 | SEDAN, MARKED |
| 2010/1528 | 2010 | DODGE | CHARGER | 68379 | SEDAN, MARKED |
| 2010/1529 | 2010 | DODGE | CHARGER | 65230 | SEDAN, MARKED |
| 2010/1530 | 2010 | DODGE | CHARGER | 94054 | SEDAN, MARKED |
| 2010/1531 | 2010 | DODGE | CHARGER | 75595 | SEDAN, MARKED |
| 2010/1533 | 2010 | DODGE | CHARGER | 126804 | SEDAN, MARKED |
| 2010/1534 | 2010 | DODGE | CHARGER | 135748 | SEDAN, MARKED |
| 2010/1535 | 2010 | DODGE | CHARGER | 122207 | SEDAN, MARKED |
| 2010/1536 | 2010 | DODGE | CHARGER | 95287 | SEDAN, MARKED |
| 2010/1538 | 2010 | DODGE | CHARGER | 99509 | SEDAN, MARKED |
| 2010/1540 | 2010 | DODGE | CHARGER | 86320 | SEDAN, UNMARKED |
| 2010/1541 | 2010 | DODGE | CHARGER | 78882 | SEDAN, UNMARKED |
| 2010/1542 | 2010 | CAROLINA SKIFF | 1980 DLX | 80 | BOAT |
| 2010/1542T | 2010 | WESCO | B-F-1827FSE | No Meter - 0 | TRAILER, BOAT |
| 2010/1544 | 2010 | DODGE | CHARGER | 84997 | SEDAN, MARKED |
| 2010/1545 | 2010 | DODGE | CHARGER | 93610 | SEDAN, MARKED |
| 2010/1546 | 2010 | DODGE | CHARGER | 113877 | SEDAN, MARKED |
| 2010/1547 | 2010 | DODGE | CHARGER | 100364 | SEDAN, MARKED |
| 2010/1548 | 2010 | DODGE | CHARGER | 106690 | SEDAN, MARKED |
| 2010/1549 | 2010 | DODGE | CHARGER | 125016 | SEDAN, MARKED |
| 2010/1550 | 2010 | DODGE | CHARGER | 104750 | SEDAN, MARKED |
| 2010/1551 | 2010 | DODGE | CHARGER | 128588 | SEDAN, MARKED |
| 2010/1552 | 2010 | DODGE | CHARGER | 97450 | SEDAN, MARKED |
| 2010/1553 | 2010 | DODGE | CHARGER | 102756 | SEDAN, MARKED |
| 2010/1554 | 2010 | DODGE | CHARGER | 87476 | SEDAN, MARKED |
| 2010/1555 | 2010 | DODGE | CHARGER | 94546 | SEDAN, MARKED |
| 2010/1556 | 2010 | DODGE | CHARGER | 113098 | SEDAN, MARKED |
| 2010/1557 | 2010 | DODGE | CHARGER | 104874 | SEDAN, MARKED |
| 2010/1558 | 2010 | DODGE | CHARGER | 113943 | SEDAN, MARKED |
| 2010/1559 | 2010 | DODGE | CHARGER | 127585 | SEDAN, MARKED |
| 2010/1560 | 2010 | DODGE | CHARGER | 105889 | SEDAN, MARKED |
| 2010/1561 | 2010 | DODGE | CHARGER | 106619 | SEDAN, MARKED |
| 2010/1562 | 2010 | DODGE | CHARGER | 84445 | SEDAN, MARKED |
| 2010/1563 | 2010 | DODGE | CHARGER | 96347 | SEDAN, MARKED |
| 2010/1564 | 2010 | DODGE | CHARGER | 130559 | SEDAN, MARKED |
| 2010/1565 | 2010 | DODGE | CHARGER | 89466 | SEDAN, MARKED |

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|------------|------|------------------|----------------|--------------|-----------------------------------|
| 2010/1566 | 2010 | DODGE | CHARGER | 101260 | SEDAN, MARKED |
| 2010/1567 | 2010 | DODGE | CHARGER | 96706 | SEDAN, MARKED |
| 2010/1570 | 2010 | DODGE | CHARGER | 91895 | SEDAN, UNMARKED |
| 2010/1572 | 2010 | DODGE | CHARGER | 67623 | SEDAN, UNMARKED |
| 2010/1573 | 2010 | DODGE | CHARGER | 93140 | SEDAN, UNMARKED |
| 2010/1575 | 2010 | DODGE | CHARGER | 106788 | SEDAN, UNMARKED |
| 2010/1576 | 2010 | DODGE | CHARGER | 75002 | SEDAN, UNMARKED |
| 2010/1577 | 2010 | DODGE | CHARGER | 95064 | SEDAN, UNMARKED |
| 2010/1578 | 2010 | DODGE | GRAND CARAVAN | 49781 | 6 PASSENGER, VAN |
| 2010/1580 | 2010 | CHEVROLET | CHEVROLET | 91722 | UNDERCOVER, PICKUP |
| 2010/1651 | 2010 | KAWASAKI | MULE 4010 | 148 | 4X4, ALL TERRAIN |
| 2010/280 | 2010 | CHEVROLET | IMPALA | 71136 | SEDAN |
| 2010/281 | 2010 | CHEVROLET | IMPALA | 55584 | SEDAN |
| 2010/282 | 2010 | CHEVROLET | IMPALA | 79588 | SEDAN |
| 2010/3119 | 2010 | BOBCAT | T-320 | 836 | BRUSH CUTTER, MULT TERRAIN LOADER |
| 2010/4065 | 2010 | CARRY ON TRAILER | 6X10 GWHS | No Meter - 0 | UTILITY TRAILER |
| 2010/4066 | 2010 | CARRY ON TRAILER | 6X10 GWHS | No Meter - 0 | UTILITY TRAILER |
| 2010/5208 | 2010 | EASY DUMP | GNDT8-16-20 | No Meter - 0 | TRAILER, DUMP |
| 2010/5209 | 2010 | EASY DUMP | GNDT8-16-20 | No Meter - 0 | TRAILER, DUMP |
| 2010/5216 | 2010 | JOHN DEERE | I200A | 1170 | BUNKER RAKE |
| 2010/5217 | 2010 | JOHN DEERE | I200A | 1259 | BUNKER RAKE |
| 2010/714 | 2010 | HARLEY DAVIDSON | FLHTP | 15207 | MOTORCYCLE |
| 2010/715 | 2010 | HARLEY DAVIDSON | FLHTP | 6311 | MOTORCYCLE |
| 2010/716 | 2010 | HARLEY DAVIDSON | FLHTP | 18138 | MOTORCYCLE |
| GEN #1 | 2010 | ONAN | ONAN | No Meter - 0 | GENERATOR |
| GEN #11 | 2010 | DETROIT DIESEL | DETROIT DIESEL | No Meter - 0 | GENERATOR |
| GEN #12 | 2010 | GENERAC | GENERAC | No Meter - 0 | GENERATOR |
| GEN #14 | 2010 | ONAN | ONAN | No Meter - 0 | GENERATOR |
| GEN #15 | 2010 | CUMMINS | CUMMINS | No Meter - 0 | GENERATOR |
| GEN #17 | 2010 | GENERAC | GENERAC | No Meter - 0 | GENERATOR |
| GEN #19 | 2010 | HONDA | HONDA | No Meter - 0 | GENERATOR |
| GEN #2 | 2010 | CUMMINS | CUMMINS | 0 | GENERATOR |
| GEN #3 | 2010 | KOHLER | KOHLER | No Meter - 0 | GENERATOR |
| GEN #4 | 2010 | KOHLER | KOHLER | No Meter - 0 | GENERATOR |
| GEN #5 | 2010 | CUMMINS | CUMMINS | No Meter - 0 | GENERATOR |
| GEN #6 | 2010 | KOHLER | KOHLER | No Meter - 0 | GENERATOR |
| GEN #7 | 2010 | KOHLER | KOHLER | No Meter - 0 | GENERATOR |
| GEN #8 | 2010 | GENERAC | GENERAC | No Meter - 0 | GENERATOR |
| GEN #9 | 2010 | KOHLER | KOHLER | No Meter - 0 | GENERATOR |
| 2010/5223 | 2011 | KAUFMAN | B | No Meter - 0 | UTILITY TRAILER |
| 2011/124 | 2011 | JOHN DEERE | 5101E | 851 | 4X4, CAB, TRACTOR, MOWER |
| 2011/1584 | 2011 | DIAMOND | 7X16TA DIAMOND | No Meter - 0 | CARGO, TRAILER |
| 2011/210T | 2011 | ACE | 151701 | No Meter - 0 | TRAILER, BOAT |
| 2011/3119M | 2011 | DAVCO | 6470 | No Meter - 0 | BRUSH CUTTER, ATTACHMENT |
| 2011/3128 | 2011 | BRUSHMASTER | MX401-48 | No Meter - 0 | BRUSH CUTTER, ATTACHMENT |
| 2011/3129 | 2011 | AMERICAN SIGNAL | T332-NTCIP | No Meter - 0 | MESSAGE BOARD |
| 2011/3132 | 2011 | AMERICAN SIGNAL | T332-NTCIP | No Meter - 0 | MESSAGE BOARD |
| 2011/5226A | 2011 | ALTEC | AT30-G | No Meter - 0 | BOOM WITH BUCKET, ATTACHMENT |
| 2011/5241 | 2011 | WOODS BATWING | BW 1800 | No Meter - 0 | BATWING, BRUSH CUTTER |
| 2011/5242 | 2011 | JOHN DEERE | 1200A | 1223 | BUNKER RAKE |
| 2011/5243 | 2011 | JOHN DEERE | 1200A | 1809 | BUNKER RAKE |
| 2011/3121P | 2012 | GOOD ROADS | 120M 10X36 | No Meter - 0 | SNOW PLOW |
| 2012/1586 | 2012 | DIAMOND | 7X16TA DIAMOND | No Meter - 0 | CARGO, TRAILER |
| 2012/1588 | 2012 | DODGE | CHARGER | 74235 | SEDAN, MARKED |
| 2012/1589 | 2012 | DODGE | CHARGER | 59012 | SEDAN, MARKED |
| 2012/1591 | 2012 | DODGE | CHARGER | 106114 | SEDAN, MARKED |
| 2012/1592 | 2012 | DODGE | CHARGER | 116283 | SEDAN, MARKED, K-9 |
| 2012/1593 | 2012 | DODGE | CHARGER | 116486 | SEDAN, MARKED |
| 2012/1594 | 2012 | DODGE | CHARGER | 70828 | SEDAN, MARKED |
| 2012/1595 | 2012 | DODGE | CHARGER | 77557 | SEDAN, MARKED |
| 2012/1596 | 2012 | DODGE | CHARGER | 77482 | SEDAN, MARKED |
| 2012/1597 | 2012 | DODGE | CHARGER | 107403 | SEDAN, MARKED |
| 2012/1598 | 2012 | DODGE | CHARGER | 85944 | SEDAN, MARKED, K-9 |
| 2012/1599 | 2012 | DODGE | CHARGER | 70181 | SEDAN, MARKED |
| 2012/1600 | 2012 | DODGE | CHARGER | 89304 | SEDAN, MARKED |
| 2012/1601 | 2012 | DODGE | CHARGER | 78261 | SEDAN, MARKED, K-9 |
| 2012/1602 | 2012 | DODGE | CHARGER | 86411 | SEDAN, MARKED |
| 2012/1603 | 2012 | DODGE | CHARGER | 96238 | SEDAN, MARKED |
| 2012/1604 | 2012 | DODGE | CHARGER | 87200 | SEDAN, MARKED |
| 2012/1605 | 2012 | DODGE | CHARGER | 65328 | SEDAN, MARKED |
| 2012/1606 | 2012 | DODGE | CHARGER | 65339 | SEDAN, MARKED |

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|------------|------|------------|------------|--------------|-----------------------------|
| 2012/1607 | 2012 | CHEVROLET | IMPALA | 95515 | SEDAN, UNMARKED |
| 2012/1608 | 2012 | CHEVROLET | IMPALA | 73674 | SEDAN, UNMARKED |
| 2012/1609 | 2012 | CHEVROLET | IMPALA | 55332 | SEDAN, UNMARKED |
| 2012/1610 | 2012 | CHEVROLET | IMPALA | 51815 | SEDAN, UNMARKED |
| 2012/1611 | 2012 | CHEVROLET | IMPALA | 38615 | SEDAN, UNMARKED |
| 2012/1613 | 2012 | CHEVROLET | IMPALA | 63884 | SEDAN, UNMARKED |
| 2012/1614 | 2012 | CHEVROLET | IMPALA | 61197 | SEDAN, UNMARKED |
| 2012/3125P | 2012 | GOOD ROADS | 120M 10X36 | No Meter - 0 | SNOW PLOW |
| 2012/3125S | 2012 | GOOD ROADS | H-3-12 | No Meter - 0 | SAND/SALT SPREADER |
| 2012/3131A | 2012 | ELGIN | CROSSWIND | 2528 | ATTACHMENT, SWEEPER MACHINE |
| 2012/3133P | 2012 | GOOD ROADS | 120M 10X36 | No Meter - 1 | SNOW PLOW |
| 2012/3133S | 2012 | GOOD ROADS | H-3-12 | No Meter - 1 | SAND/SALT SPREADER |
| 2012/3137A | 2012 | ELGIN | CROSSWIND | 2404 | ATTACHMENT, SWEEPER MACHINE |
| 2012/5262 | 2012 | TORO | MH400 | No Meter - 1 | TOP DRESSER |
| 2012/5264 | 2012 | JOHN DEERE | 1600 TURBO | 1230 | BATWING, ZERO TURN MOWER |
| 2013/104 | 2013 | ALAMO | FALCON 15 | No Meter - 0 | BATWING, BRUSH CUTTER |
| 2013/1619 | 2013 | DODGE | CHARGER | 91883 | SEDAN, MARKED |
| 2013/1620 | 2013 | DODGE | CHARGER | 68158 | SEDAN, MARKED |
| 2013/1621 | 2013 | DODGE | CHARGER | 67995 | SEDAN, MARKED |
| 2013/1622 | 2013 | DODGE | CHARGER | 71072 | SEDAN, MARKED, K-9 |
| 2013/1624 | 2013 | DODGE | CHARGER | 73271 | SEDAN, MARKED |
| 2013/1625 | 2013 | DODGE | CHARGER | 70157 | SEDAN, MARKED |
| 2013/1626 | 2013 | DODGE | CHARGER | 78869 | SEDAN, MARKED |
| 2013/1628 | 2013 | DODGE | CHARGER | 62153 | SEDAN, MARKED |
| 2013/1629 | 2013 | DODGE | CHARGER | 84805 | SEDAN, MARKED |
| 2013/1630 | 2013 | DODGE | CHARGER | 66577 | SEDAN, MARKED |
| 2013/1631 | 2013 | DODGE | CHARGER | 54341 | SEDAN, MARKED |
| 2013/1632 | 2013 | DODGE | CHARGER | 73160 | SEDAN, MARKED |
| 2013/1633 | 2013 | DODGE | CHARGER | 79559 | SEDAN, MARKED |
| 2013/1634 | 2013 | DODGE | CHARGER | 55411 | SEDAN, MARKED |
| 2013/1635 | 2013 | DODGE | CHARGER | 88498 | SEDAN, MARKED |
| 2013/1636 | 2013 | DODGE | CHARGER | 72932 | SEDAN, MARKED |
| 2013/1637 | 2013 | DODGE | CHARGER | 66265 | SEDAN, MARKED |
| 2013/1638 | 2013 | DODGE | CHARGER | 64155 | SEDAN, MARKED |
| 2013/1639 | 2013 | DODGE | CHARGER | 66307 | SEDAN, MARKED |
| 2013/1640 | 2013 | DODGE | CHARGER | 58965 | SEDAN, MARKED |
| 2013/1642 | 2013 | DODGE | CHARGER | 69111 | SEDAN, MARKED |
| 2013/1644 | 2013 | DODGE | CHARGER | 59987 | SEDAN, MARKED |
| 2013/1645 | 2013 | DODGE | CHARGER | 69333 | SEDAN, MARKED |
| 2013/1646 | 2013 | DODGE | CHARGER | 61813 | SEDAN, MARKED |
| 2013/1647 | 2013 | DODGE | CHARGER | 58682 | SEDAN, MARKED |
| 2013/1648 | 2013 | DODGE | CHARGER | 66264 | SEDAN, MARKED |
| 2013/1649 | 2013 | DODGE | CHARGER | 42637 | SEDAN, UNMARKED |
| 2013/1653 | 2013 | DODGE | CHARGER | 76882 | SEDAN, MARKED |
| 2013/216 | 2013 | CHEVROLET | IMPALA | 46236 | SEDAN |
| 2013/5275 | 2013 | JOHN DEERE | 1200A | 402 | BUNKER RAKE |
| 2013/5277 | 2013 | BEFCO | 17-412-SFL | No Meter - 0 | BATWING, MOWER |
| 2013/5285 | 2013 | WOODS | TBW144 | No Meter - 0 | BATWING, MOWER |
| 2013/5286 | 2013 | WOODS | TBW144 | No Meter - 0 | BATWING, MOWER |
| 2013/5287 | 2013 | WOODS | TBW144 | No Meter - 0 | BATWING, MOWER |
| 2014/1657 | 2014 | DODGE | CHARGER | 28354 | SEDAN, MARKED |
| 2014/1658 | 2014 | DODGE | CHARGER | 31834 | SEDAN, MARKED |
| 2014/1659 | 2014 | DODGE | CHARGER | 12678 | SEDAN, MARKED |
| 2014/1661 | 2014 | DODGE | CHARGER | 44941 | SEDAN, MARKED |
| 2014/1662 | 2014 | DODGE | CHARGER | 35304 | SEDAN, MARKED |
| 2014/1663 | 2014 | DODGE | CHARGER | 30353 | SEDAN, MARKED |
| 2014/1664 | 2014 | DODGE | CHARGER | 22160 | SEDAN, MARKED |
| 2014/1665 | 2014 | DODGE | CHARGER | 32880 | SEDAN, MARKED |
| 2014/1666 | 2014 | DODGE | CHARGER | 46919 | SEDAN, MARKED |
| 2014/1667 | 2014 | DODGE | CHARGER | 56110 | SEDAN, MARKED |
| 2014/1668 | 2014 | DODGE | CHARGER | 25138 | SEDAN, MARKED |
| 2014/1669 | 2014 | DODGE | CHARGER | 40507 | SEDAN, MARKED |
| 2014/1670 | 2014 | DODGE | CHARGER | 51357 | SEDAN, MARKED |
| 2014/1671 | 2014 | DODGE | CHARGER | 66008 | SEDAN, MARKED |
| 2014/1672 | 2014 | DODGE | CHARGER | 39487 | SEDAN, MARKED |
| 2014/1673 | 2014 | DODGE | CHARGER | 18778 | SEDAN, MARKED |
| 2014/1674 | 2014 | DODGE | CHARGER | 51650 | SEDAN, MARKED |
| 2014/1675 | 2014 | DODGE | CHARGER | 41987 | SEDAN, MARKED |
| 2014/1676 | 2014 | DODGE | CHARGER | 45523 | SEDAN, MARKED |
| 2014/1677 | 2014 | DODGE | CHARGER | 41578 | SEDAN, MARKED |
| 2014/1678 | 2014 | DODGE | CHARGER | 37802 | SEDAN, MARKED |

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|------------|------|--------------|---------------|--------------|--------------------------|
| 2014/1679 | 2014 | DODGE | CHARGER | 34161 | SEDAN, MARKED |
| 2014/1680 | 2014 | DODGE | CHARGER | 27876 | SEDAN, MARKED |
| 2014/1681 | 2014 | DODGE | CHARGER | 39404 | SEDAN, MARKED |
| 2014/1682 | 2014 | DODGE | CHARGER | 38537 | SEDAN, MARKED |
| 2014/1683 | 2014 | DODGE | CHARGER | 54647 | SEDAN, MARKED |
| 2014/1684 | 2014 | DODGE | CHARGER | 37452 | SEDAN, MARKED |
| 2014/1686 | 2014 | DODGE | CHARGER | 39562 | SEDAN, MARKED |
| 2014/1687 | 2014 | DODGE | CHARGER | 36038 | SEDAN, MARKED |
| 2014/1688 | 2014 | DODGE | CHARGER | 46284 | SEDAN, MARKED |
| 2014/1689 | 2014 | DODGE | CHARGER | 54781 | SEDAN, MARKED |
| 2014/1690 | 2014 | DODGE | CHARGER | 33435 | SEDAN, UNMARKED |
| 2014/1692 | 2014 | DODGE | CHARGER | 37352 | SEDAN, MARKED |
| 2014/1693 | 2014 | DODGE | CHARGER | 38703 | SEDAN, MARKED |
| 2014/1694 | 2014 | DODGE | CHARGER | 37046 | SEDAN, UNMARKED |
| 2014/1695 | 2014 | DODGE | CHARGER | 36187 | SEDAN, MARKED |
| 2014/277 | 2014 | CHEVROLET | TAHOE | 41143 | SUV |
| 2014/3143A | 2014 | ELGIN | CROSSWIND | 1507 | SWEEPER MACHINE |
| 2014/5297 | 2014 | JOHN DEERE | 1600 TURBO | 852 | BATWING, ZERO TURN MOWER |
| 2014/5298 | 2014 | JOHN DEERE | 1600 TURBO | 963 | BATWING, ZERO TURN MOWER |
| 2015/1757 | 2015 | DODGE | CHARGER | 12841 | SEDAN, MARKED |
| 2015/1759 | 2015 | DODGE | CHARGER | 39477 | SEDAN, MARKED |
| 2015/3147 | 2015 | BOBCAT | E-32 | 1751 | CAB, EXCAVATOR |
| 2016/3149P | 2015 | GOOD ROADS | 120M 10X36 | No Meter - 0 | PLOW BLADE |
| 2016/3149S | 2015 | GOOD ROADS | H-3-12 | No Meter - 0 | SAND/SALT SPREADER |
| 2016/3150A | 2015 | ELGIN | CROSSWIND | 820 | SWEEPER MACHINE |
| 2016/3151R | 2016 | BOMAG | BW55E BOMAG | No Meter - 0 | ASPHALT ROLLER |
| 2016/3157A | 2016 | ELGIN | CROSSWIND | 10 | SWEEPER MACHINE |
| 2016/5312 | 2016 | BUSH HOG | 3815 | No Meter - 0 | BATWING, BRUSH CUTTER |
| 2016/5317 | 2016 | Redexim | DS2000 | No Meter - 0 | TURF STRIPPER |
| 2016/5320 | 2016 | JOHN DEERE | 6120E | 1351 | 4X4, CAB, TRACTOR |
| 2016/5321 | 2016 | JOHN DEERE | 6120E | 385 | 4X4, CAB, TRACTOR |
| 2016/5331 | 2016 | WIEDENMANN | SUPER 600 | No Meter - 0 | TURF VACUUM, TRAILER |
| 2017/116 | 2017 | ALAMO | FALCON 15 | No Meter - 0 | BATWING, BRUSH CUTTER |
| 2017/3156P | 2017 | GODWIN | 120M-10X36 | No Meter - 0 | SNOW PLOW |
| 2017/3156S | 2017 | GODWIN | M3-12 | No Meter - 0 | SAND/SALT SPREADER |
| 2017/3168 | 2017 | WANCO | WTSP | No Meter - 0 | Arrow Board |
| 2017/3169 | 2017 | WANCO | WTSP | No Meter - 0 | Arrow Board |
| 2017/3170 | 2017 | CHEVROLET | SUBURBAN | 1875 | 4X4, SUV |
| 2017/3178 | 2017 | WESTERN STAR | 4700SB | 121, 3618 | SEWER TRUCK |
| 2017/3178A | 2017 | VACTOR | 2112-SFI-PLUS | No Meter - 0 | SEWER CLEANER |
| 2017/3182A | 2017 | ELGIN | CROSSWIND | 1 | SWEEPER MACHINE |

Attachment B

Scheduled Operation Time

The default Operation Time for any unit not specifically listed in the table below is 24 hours a day and 365 days per year.

| | | Operation Time/Schedule | | |
|-----------------------------|---------------------------------------|--------------------------------|----------------------|-------------------|
| Vehicle Type | | Season | Days | Hours |
| Police | | | | |
| | Police Admin | Yearly | M-S | 7:00am-5:00pm |
| Fire | | | | |
| | Fire Pumpers | Yearly | M, T, W, Th, F, S, S | 24-7 |
| | Fire Ladders | Yearly | M, T, W, Th, F, S, S | 24-7 |
| | Fire Hazard | Yearly | M, T, W, Th, F, S, S | 24-7 |
| | Fire Command | Yearly | M, T, W, Th, F, S, S | 24-7 |
| | Fire Inspectors | Yearly | M, T, W, Th, F, | 7am-5pm |
| City Inspections | | | | |
| | City Inspections | Yearly | M, T, W, Th, F | 7am-5pm |
| | Permits | Yearly | M, T, W, Th, F | 7am-5pm |
| Airport* | | | | |
| | Airport Operations* | Yearly | M, T, W, Th, F | 7am-5pm |
| | Airport Airfield* | Yearly | M, T, W, Th, F | 7am-5pm |
| | Airport Ice/Snow* | Winter | Weather dependent | 7am-5pm |
| Public Services | | | | |
| Streets/Storm Water | Admin* | Yearly | M, T, W, Th, F | 7am-5pm |
| Streets/Storm Water | Inspectors* | | M, T, W, Th, F | 7am-5pm |
| Streets/Storm Water | Dumps* | | M, T, W, Th, F | 7am-5pm |
| Streets/Storm Water | Heavy equipment* | | M, T, W, Th, F | 7am-5pm |
| Streets/Storm Water | Light Equipment* | | M, T, W, Th, F | 7am-5pm |
| Streets/Storm Water | Trailers* | | M, T, W, Th, F | 7am-5pm |
| | | | | 7am-5pm |
| Sanitation/Refuse Equipment | Refuse Truck - Rear Loader* | Yearly | M,T,TH,F | 6:30 am – 5:00 pm |
| Sanitation/Refuse Equipment | Refuse Truck - Automated Side Loader* | Yearly | M,T,TH,F | 6:30 am – 5:00 pm |
| Sanitation/Refuse Equipment | S.W. Limb trucks* | Yearly | M, T, W, Th, F | 6:30-4:30pm |
| Sanitation/Refuse Equipment | Admin/Supervisors | Yearly | M, T, W, Th, F | 6:30-4:30pm |

| | | | | |
|---|------------------------|-------------------|----------------|-------------|
| Sanitation/Refuse Equipment | Shift Supervisors | Yearly | M,T,TH,F | 6:30-4:30pm |
| Sanitation/Refuse Equipment | Trailers | Yearly | M,T,TH,F | 6:30-4:30pm |
| Traffic | Traffic Admin | Yearly | M, T, W, Th, F | 7am-5pm |
| Traffic | Traffic Signs* | Yearly | M, T, W, Th, F | 7am-5pm |
| Traffic | Traffic Signals | Yearly | M, T, W, Th, F | 7am-5pm |
| Traffic | Traffic Bucket trucks* | Yearly | Rotation | 27-7 |
| Construction Management | Inspectors | Yearly | M, T, W, Th, F | 7am-5pm |
| Construction Management | Survey | Yearly | M, T, W, Th, F | 7am-5pm |
| Engineers | Admin | Yearly | M, T, W, Th, F | 7am-5pm |
| Real-estate | Real-estate | Yearly | M, T, W, Th, F | 7am-5pm |
| City Management | | | | |
| | Admin | Yearly | M, T, W, Th, F | 7am-5pm |
| City Hall IT | | | | |
| | Admin | Yearly | M, T, W, Th, F | 7am-5pm |
| Parks | | | | |
| | Parks Admin | Yearly | M, T, W, Th, F | 7am-5pm |
| | Parks Growing Season | March-October | M-F | 0700-4:30pm |
| | Parks Leaf Season | November-February | M-F | 0700-4:30pm |
| | Parks Daily | Yearly | M-F | 0700-4:30pm |
| | Parks Supervisors* | Yearly | M-F | 0700-4:30pm |
| | Parks Heavy* | Yearly | M-F | 0700-4:30pm |
| | Parks Light* | Yearly | M-F | 0700-4:30pm |
| | | | | |
| *indicates need of unit during inclement weather | | | | |

Attachment C

Life Cycle Guidelines

| | Vehicle Type | <i>Whichever Occurs First</i> | |
|-------------------------------|--|-------------------------------|-------------------|
| | | Age (Years) | Mileage/ Hours |
| Special Heavy Vehicles | | | |
| | Street Sweeper | 7 | 12,000 hours |
| | Road Grader | 8 | 7,500 hours |
| | Bulldozer | 10 | 15,000 hours |
| | Hi-Lift Loader | 7 | |
| | Large Front End Loader | 7 | 7,500 hours |
| | Roller | 12 | 5,000 hours |
| | Paver | 8 | 5,000 hours |
| | Excavator | 15 | 15,000 hours |
| | Other Tracked Construction Equipment | 12 | 12,000 hours |
| | Crane/Dragline | 12 | |
| | Sewer Jet-Vac | 10 | 8,000 hours |
| | Asphalt Grinder | 6 | |
| Miscellaneous | | | |
| | Trailers, Heavy | 12 | |
| | Trailers, Utility | 8 | |
| | Compressor, Tow- Behind | 10 | |
| | Generator, Tow- Behind | 10 | |
| | Other Towed Construct Equip | 10 | |
| | Riding Mower | 6 | |
| | Arrow Signs | 5 | |
| | Walk Behind Mower | 4 | |
| | Golf Cart | 4 | |

| | | <i>Whichever Occurs First</i> | |
|--|--------------------------------------|-------------------------------|-------------------|
| | Vehicle Type | Age (Years) | Mileage/ Hours |
| Fire/Emergency Medical Services | | | |
| | Fire Pumper | 10 | |
| | Fire Aerial Ladder Truck | 12 | |
| | Ambulance | 5 | 120,000 miles |
| | Hazmat Unit | 8 | |
| | Command Units | 12 | |
| Sanitation/Refuse Equipment | | | |
| | Refuse Truck - Rear Loader | 9 | |
| | Refuse Truck - Front End Loader | 10 | |
| | Refuse Truck - Automated Side Loader | 7 | |
| | Refuse Truck - 3 Stage Recycler | 9 | |
| | Tub Grinder | 7 | |
| | Bulldozer | 8 | |
| | Compactors | 6 | 5,000 hours |
| | Scrapers | 8 | |
| | Track Loaders | 6 | |
| | Tire Loaders | 6 | 7,500 hours |
| | Oscillating Dump Trucks | 9 | |
| Law Enforcement Vehicles | | | |
| | Patrol/Pursuit Cars (Take Home) | 4 | 100,000 miles |
| | Patrol/Pursuit Cars (Hot Seat) | 3 | 80,000 miles |
| | Unmarked/Admin Sedans | 5 | 10,000 miles |
| | Patrol SUV 4WD | 5 | 100,000 miles |
| | Motorcycles | 4 | 80,000 miles |

| | | <i>Whichever Occurs First</i> | |
|------------------------|--|-------------------------------|----------------|
| | Vehicle Type | Age (Years) | Mileage/Hours |
| Light Vehicles | | | |
| | Sedans, Station Wagons | 6 | 90,000 miles |
| | Pickup Trucks | 7 | 10, 0000 miles |
| | Vans | 7 | 100,000 miles |
| | Sports Utility | 7 | 100,000 miles |
| | Other Light Trucks-Gas (Class 1-4) | 7 | 100,000 miles |
| | Other Light Trucks-Diesel (Class 1-4) | 8 | 120,000 miles |
| Medium Vehicles | | | |
| | Dump Truck Single Axle | 8 | 120,000 miles |
| | Bucket Truck | 8 | 100,000 miles |
| | Forklift | 10 | |
| | Tractor Mower | 8 | |
| | Other Medium Trucks-Gas (Class 5-6) | 7 | 100,000 miles |
| | Other Medium Trucks-Diesel (Class 5-6) | 8 | 120,000 miles |
| | Bobcat | 8 | |
| Heavy Vehicles | | | |
| | Heavy Trucks (Class 7-8) | 10 | 120,000 miles |
| | Semi - Tractor | 10 | 220,000 miles |
| | Dump Truck Tandem | 10 | 120,000 miles |
| | Backhoe RBT | 7 | |
| | Loader RBT | 9 | |

Best and Final Offer
Attachment D

Target Cost Commitment

| | Year 1 | Year 2 | Year 3 |
|--|-----------------|-----------------|-----------------|
| | Target Cost | Target Cost | Target Cost |
| Parts | \$ 595,919.57 | \$ 607,837.96 | \$ 619,994.72 |
| | | | |
| Labor | \$ 2,338,321.07 | \$ 2,413,580.61 | \$ 2,475,131.57 |
| | | | |
| Overhead | \$ 236,963.94 | \$ 241,002.09 | \$ 244,864.26 |
| | | | |
| Administrative | \$ 137,878.00 | \$ 141,844.00 | \$ 145,217.00 |
| | | | |
| Management | \$ 137,878.00 | \$ 141,844.00 | \$ 145,217.00 |
| | | | |
| Total | \$ 3,446,960.58 | \$ 3,546,108.66 | \$ 3,630,424.56 |
| | | | |
| Non-Target Cost | | | |
| | | | |
| Hourly Rate (only applies outside normal business hours) | | \$ 55.00 | |
| Part Markup | | 8% | |
| Contractor's Markup | | 0% | |
| Subcontracted Service Markup | | 5% | |
| | | | |
| | | | |

Best and Final Offer

Attachment E

Performance Standards

| Daily Fleet Availability Standards | Unit Class | Standard | Monthly Penalty |
|------------------------------------|---|-------------|-----------------|
| | Cars and light-duty trucks | $\geq 95\%$ | \$ 250.00 |
| | Law Enforcement Vehicles | $\geq 95\%$ | \$ 250.00 |
| | Special Transportation Vans | $\geq 88\%$ | \$ 250.00 |
| | Medium and Heavy Trucks | $\geq 90\%$ | \$ 250.00 |
| | | | |
| Monthly Downtime | | | |
| | Police & Emergency Vehicles | $\leq 5\%$ | \$ 250.00 |
| | Light Duty Vehicles | $\leq 4\%$ | \$ 250.00 |
| | Medium & Heavy Duty Vehicles | $\leq 3\%$ | \$ 250.00 |
| | | | |
| PM Turnaround | | | |
| | Units for which there is an identified Scheduled Operation Time - % of PM services completed without Downtime | $\geq 95\%$ | \$ 250.00 |
| | Units without identified Scheduled Operation Time - % of PM Services completed within 24hrs of vehicle delivery | $\geq 90\%$ | \$ 250.00 |
| | Police Patrol vehicles scheduled for a 30 min PM - % completed within 35 min. of appointment time (units dropped off late excluded) | $\geq 85\%$ | \$ 250.00 |
| PM Compliance | | | |
| | % of PM Services completed within 10 days of established schedule | $\geq 95\%$ | \$ 250.00 |
| | | | |
| Rework | | | |
| | % of work orders requiring Rework | $< 1\%$ | \$ 250.00 |
| | | | |

Attachment F

Shop-Lease

(Standard no cost lease terms to be added at a later date)

Attachment G

Shop Premises and Improvements

Facility: 131 Pepsi Lane

Initial Minimum Improvements:

Garage Space

- Install four insulated garage doors (14' wide X 16' tall)
- Install four power garage door openers
- Improve Shop lighting to LED High Bay
- Install 36"X80" walk through door (shop to office)

Office Space

- Install approximately 1,500 sf of commercial grade flooring
- Complete approximately 1,500 sf of painting
- Build 30' of interior wall
- Reposition and replace lighting

Site Improvements

- Repair all perimeter fencing and gates
- Install landscaping to at least permit requirements

Best and Final Offer
Attachment H

Equipment, Fixtures, and Tools

(To be completed by bidder)

If additional space is required, please attach a separate sheet

| EQUIPMENT | FIXTURES | TOOLS |
|---|---|--|
| Vehicle-Ford F150 Pickup (1) | Air Compressor, Shop (1) | Air-Air Hose 1/2 (10) |
| Vehicle-Ford F250 Utility Body (1) | Air-Plumbing Air Lines (800 ft) | Dispensing-Container Lid (4) |
| Clean-General Products (Broom/Mop/Vacuum/Etc) | Air-Air Hose Reel Retractors 3/8" (10) | Dispensing-Funnel, Transmission (2) |
| Clean-Steam Cleaner (1) | Air-Air Hose Reel Retractors 1/2" (5) | Dispensing-Grease Gun, Cordless (2) |
| Computer-Desktop Computer (6) | Dispensing-Bulk Fluid Storage Tank (5) | Elec-Battery Load Tester (1) |
| Computer-Laptop-Manager (1) | Dispensing-Bulk Fluid Storage Pump (5) | Elec-Multimeter (1) |
| Computer-Kiosk Workstation (2) | Dispensing-Hose Reel Retractor, ATF (1) | Fab-Drill Press Guard (1) |
| Computer-Printers (3) | Dispensing-Hose Reel Retractor, Oil (5) | Fab-Drill Press, Floor (1) |
| Computer-Tablet-WiFi (16) | Lift-Lift, Stationary, 2 Post 9,000 lb (5) | Fab-Grinder, Angle (1) |
| Computer-Tablet-WiFi w/Cellular (1) | Lift-Lift, Stationary, 4 Post 18,000 lb (2) | Fab-Grinder, Bench (1) |
| Computer-Tablet Charging Station (1) | Lift-Lift, Stationary, 4 Post 40,000 lb (1) | Fab-Helmet, Welding (1) |
| Copy Machine (1) | Oil Filter Crusher (1) | Fab-Torch Cutting Set (1) |
| Diagnostic Scanner/Laptop-JPRO HD (2) | Part Shelves (26) | Fab-Torch Flashback Arrestor Set (1) |
| Diagnostic Software-LV (2) | Safety-Eye Wash Stations (3) | Fab-Torch Heating Tip (1) |
| Diagnostic Software-HV (2) | Tire-Tire Mounter/Demounter LV (1) | Fab-Torch Hose Set (1) |
| Diagnostic Software-Mitchell ProDemand (2) | Tire-Tire Mounter/Demounter HV (1) | Fab-Torch Tank Cart (1) |
| Mat-Dolly, Handtruck (2) | Tire-Wheel Balancer LV (1) | Fab-Welder Cable (1) |
| Mat-Forklift (1) | Tire-Wheel Balancer HV 11R22.5 (1) | Fab-Welder, Wire (1) |
| Office Equipment and Supplies | Tire-Tire Inflation Cage (1) | Lift-Jack Stands 12 Ton (2) |
| Safety-CO Monitor (6) | Tire Rack (4) | Lift-Jack Stands 15 Ton (3) |
| Safety-Safety Cone (10) | Tool-Press, Shop, Stationary (1) | Lift-Jack Stands 6 Ton (4) |
| Safety-Eye Wash Station (1) | Waste-Waste Storage Tank (2) | Lift-Jack, Bottle 6 Ton (2) |
| Safety-Fire Extinguishers (6) | | Lift-Jack, Engine (1) |
| Safety-First Aid Kit (3) | | Lift-Jack, Floor 2 1/2 Ton (2) |
| Safety-Lock Out-Tag Out Board(1) | | Lift-Jack, Floor Air/Hyd 22 Ton (3) |
| Safety-Part Washer (2) | | Lift-Jack, Transmission 1 Ton (1) |
| Safety-Spill Containment Kit (3) | | Lift-Jack, Transmission 1 1/2 Ton (1) |
| Safety-Storage Cabinet (Fireproof) (2) | | Oil Analysis Pump (1) |
| Safety-Wheel Chocks (20) | | Tire-Tire Mounting Bar, 36" (2) |
| Waste-Drum Cover (4) | | Tire-Tire Mounting Bead Setter (1) |
| Waste-Drum Gauge Stick (1) | | Tire-Tire Mounting Hammer 32 inch (1) |
| Waste-Drum Plug Wrench (1) | | Tire-Tire Air Regulator (8) |
| Waste-Oil Drain Pan LV (6) | | Tire-Torque Stick Set (1) |
| Waste-Oil Drain Pan HV (3) | | Tire-Torque Stick, 3/4 inch (350ftlbs) (1) |
| | | Tire-Torque Stick, 3/4 inch (475ftlbs) (1) |
| | | Tire-Wheel Weight Remover (1) |
| | | Tool-Ball & U-Joint Service Kit (1) |
| | | Tool-Battery Booster/Charger (3) |
| | | Tool-Battery Jump Starter (1) |
| | | Tool-Battery Jumper System (MRU) (1) |
| | | Tool-Battery Jump Cable 12ft (2) |
| | | Tool-Battery Jump Cable 20ft (1) |
| | | Tool-Bench, Work (6) |
| | | Tool-Cord, Extension (5) |
| | | Tool-Drill, Electric, Hand (1) |
| | | Tool-Fan, Pedestal (6) |
| | | Tool-Fan, Floor (8) |
| | | Tool-Gas Can (2) |
| | | Tool-Hole Saw Kit (1) |
| | | Tool-Impact Wrench Socket Set (1) |
| | | Tool-Impact Wrench, Air (1) |
| | | Tool-Ladder, Rolling (1) |
| | | Tool-Ladder, Step (1) |

Best and Final Offer
Attachment H

Equipment, Fixtures, and Tools

(To be completed by bidder)
If additional space is required, please attach a separate sheet

| EQUIPMENT | FIXTURES | TOOLS |
|-----------|----------|---------------------------------------|
| | | Tool-Ladder, Step (1) |
| | | Tool-Press, Shop, Porta Power (1) |
| | | Tool-Puller, Ratchet (Come Along) (1) |
| | | Tool-Radiator Test Kit (2) |
| | | Tool-Rivet Gun (1) |
| | | Tool-Slack Adjuster (1) |
| | | Tool-Stamp, Metal (1) |
| | | Tool-Strut Spring Compressor (1) |
| | | Tool-Tap and Die Set (1) |
| | | Tool-Torque Wrench, 1/2 inch (1) |
| | | Tool-Torque Wrench, 3/4 inch (3) |
| | | Waste-Waste Oil Caddy (4) |
| | | |

2018-2019 BUDGET ORDINANCE AMENDMENT
CHANGE 2019-8

BE IT ORDAINED BY THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA:

That the City of Fayetteville Budget Ordinance adopted June 11, 2018 is hereby amended as follows:

BE IT ORDAINED BY THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA, THAT PURSUANT TO SECTION 13.1 OF CHAPTER 159, OF THE GENERAL STATUTES OF NORTH CAROLINA, THE FOLLOWING FINANCIAL PLAN IS HEREBY ADOPTED:

Section 15. It is estimated that the following revenues and other financing sources will be available through the Budget Ordinance Appropriation and other revenues during the fiscal year beginning July 1, 2018, and ending June 30, 2019, to meet the appropriation listed in Section 16.

Item

Schedule A: Internal Service Fund - Fleet Maintenance

| | |
|--|------------|
| Total Estimated Redistribution to the Fleet Maintenance Fund | \$ 300,000 |
| and Other Revenues and Financing Sources | |

Section 16. The following amounts are hereby appropriated for the operation of the Fleet Maintenance Fund and its activities for the fiscal year beginning July 1, 2018, and ending June 30, 2019, according to the following schedule.

Item

Schedule A: Internal Service Fund - Fleet Maintenance

| | |
|---|------------|
| Total Estimated Fleet Maintenance Fund Expenditures | \$ 300,000 |
|---|------------|

Adopted this 26th day of November, 2018.

City of Fayetteville

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

City Council Action Memo

File Number: 18-530

Agenda Date: 11/26/2018

Version: 2

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 6.08

TO: Mayor and Members of City Council

THRU: Kristoff Bauer, Deputy City Manager

FROM: Bart Swanson, Housing and Code Enforcement Manager

DATE: November 26, 2018

RE:

Uninhabitable Structures Demolition Recommendations

1926 Center Street District 2

854 E. Orange Street District 2

COUNCIL DISTRICT(S):

2

Relationship To Strategic Plan:

Goal 2: More attractive City - Clean and Beautiful; Goal 3: Growing City, Livable
Neighborhoods - A Great Place To Live

Executive Summary:

Staff request for demolition ordinance approval on two residential building determined to be blight.

Background:

1926 Center Street 0436-03-8709

The City Inspector is required to correct conditions that are found to be in violation of the Dwellings and Buildings Minimum Standards. The structure is a vacant residential building that was inspected and condemned as a blighted structure on July 16, 2018. A hearing on the condition of the structure was conducted on August 22, 2018, at which the owner failed to attend. Notice of the hearing was published in the Fayetteville Observer newspaper. A subsequent Hearing Order to repair or demolish the structure within 60 days was issued and mailed to the owner on August 23, 2018. To date, there have been no repairs to the structure and the structure has not been demolished. In the past 24

months, there have been 6 calls for 911 service to the property. There have been 8 code violations cases with the \$272.50 in City assessments and \$1,140.09 in outstanding taxes.

854 E Orange Street 0437-59-6828

The City Inspector is required to correct conditions that are found to be in violation of the Dwellings and Buildings Minimum Standards. The structure is a vacant residential building that was inspected and condemned as a blighted structure on July 16, 2018. A hearing on the condition of the structure was conducted on August 22, 2018, at which the owner failed to attend. Notice of the hearing was published in the Fayetteville Observer newspaper. A subsequent Hearing Order to repair or demolish the structure within 60 days was issued and mailed to the owner on August 23, 2018. To date, there have been no repairs to the structure and the structure has not been demolished. In the past 24 months, there have been 1 call for 911 service to the property. There have been 4 code violation cases with \$3,028.32 in City assessments and \$575.98 in outstanding taxes.

Issues/Analysis:

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

Budget Impact:

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

Options:

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

Recommended Action:

Staff recommends the Council move to adopt the ordinances authorizing demolition of the structures.

Council is advised that staff continues to work with property owners to either get the structures repaired and code compliant or to demolish the structures themselves or with a Community Development grant. In the event we are successful, we bring Council a demolition order rescission ordinance to clear the property of the cloud on the title. From the original demolition order. We prefer to get demolition ordinances approved as Council action increases our leverage with property owners obtaining code compliance. Only an action by the Council can stay or suspend demolition proceedings.

Attachments:

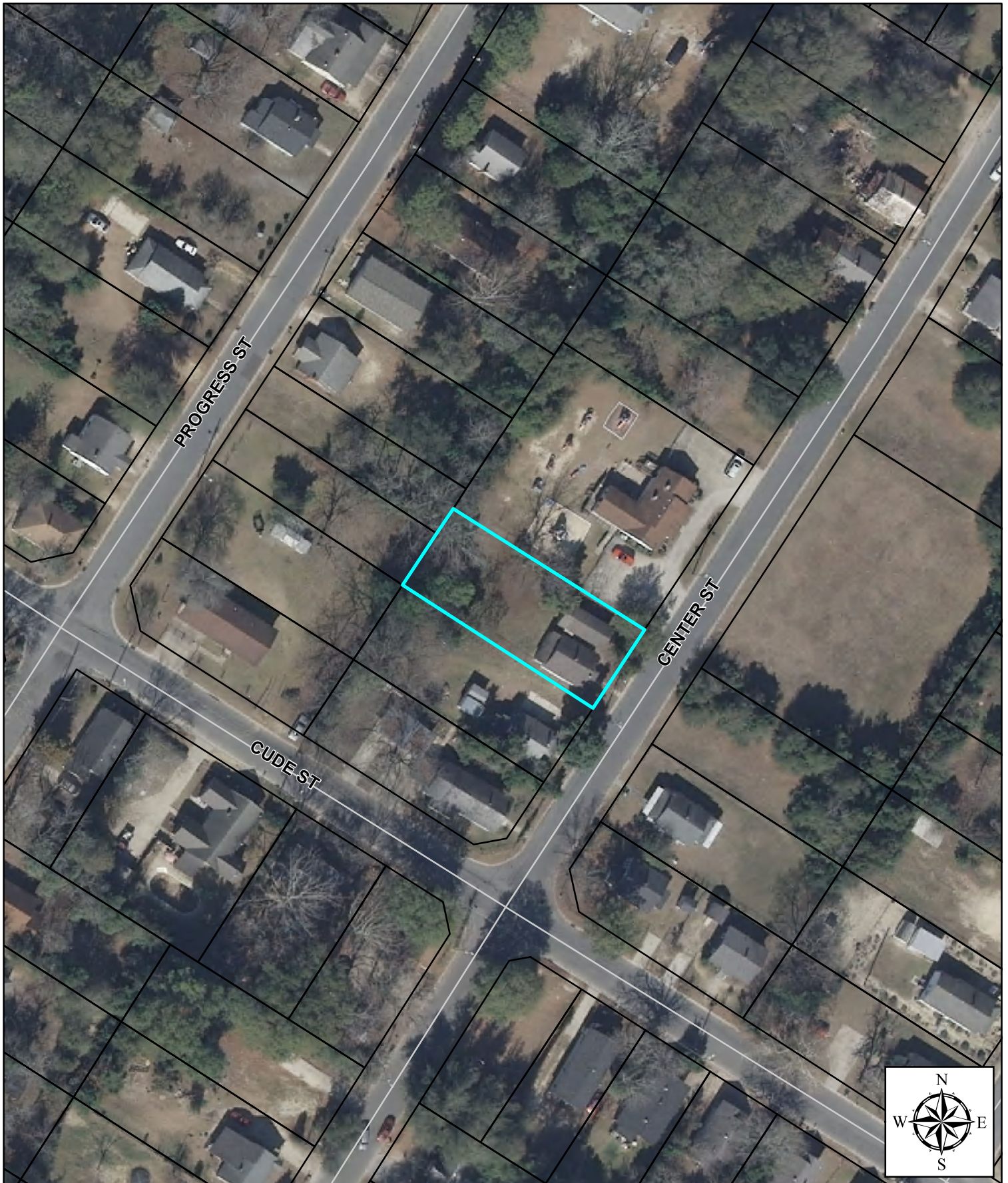
Aerial photographs, violation photographs, and proposed ordinances.

1926 Center Street



1926 Center Street





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

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

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

The City Council finds the following facts:

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

1926 Center Street
PIN 0436-03-8709

LEGAL:BEGINNING at a point in the western margin of Center Street North 34 degrees 45 minutes East 120 feet from its intersection with the northern margin of "D" Street, and running thence with the dividing line between Lots 20 and 22 of Block 12 in a subdivision of the David W. Ayer Property North 55 degrees 15 minutes West 150 feet to a stake, a common corner of Lots 19, 20, 21 and 22; thence with the dividing line between 19 and 20 North 34 degrees 45 minutes East 60 feet to a stake, a common corner of Lots 17, 18, 19 and 20; thence with the dividing line between 18 and 19 South 55 degrees 15 minutes East 150 feet to a stake in the western margin of Center Street; thence with the western margin of Center Street South 34 degrees 45 minutes West 60 feet to the BEGINNING point, being Lot 20 in Block 12 of the subdivision of the David Ayer Property, a map of which is duly recorded in Book "R" 6, Page 429, Cumberland County Registry.

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

Rosa de Sauron Sanchez Morales and spouse
1926 Center Street
Fayetteville, NC 28306

Nancy Salazar-Ibarra and spouse
1926 Center Street
Fayetteville, NC 28306

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Inspections Director duly issued and served an order requiring the owners of said property to: repair or demolish the structure on or before October 23, 2018.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Building Inspector is authorized by said Code, and NC General Statute 160A-443(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.
- (4) The City Council has fully reviewed the entire record of said Inspections Director thereon, and finds, that all findings of fact and all orders therein of said Inspections Director are true and authorized except: None.
- (5) That pursuant to NC General Statute 160A-443(6), the cost of the demolition shall be a lien against the real property upon which the cost was incurred.

Whereupon, it is ordained that:

SECTION 1

The Building Inspector is ordered forthwith to accomplish, with respect to said property, precisely and fully what was ordered by said Inspections Director as set forth fully above, except as modified in the following particulars:

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

SECTION 2

The lien as ordered herein and permitted by NC General Statute 160A-443(6) shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

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

Adopted this _____26th_____ day of _____November_____, 2018.

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

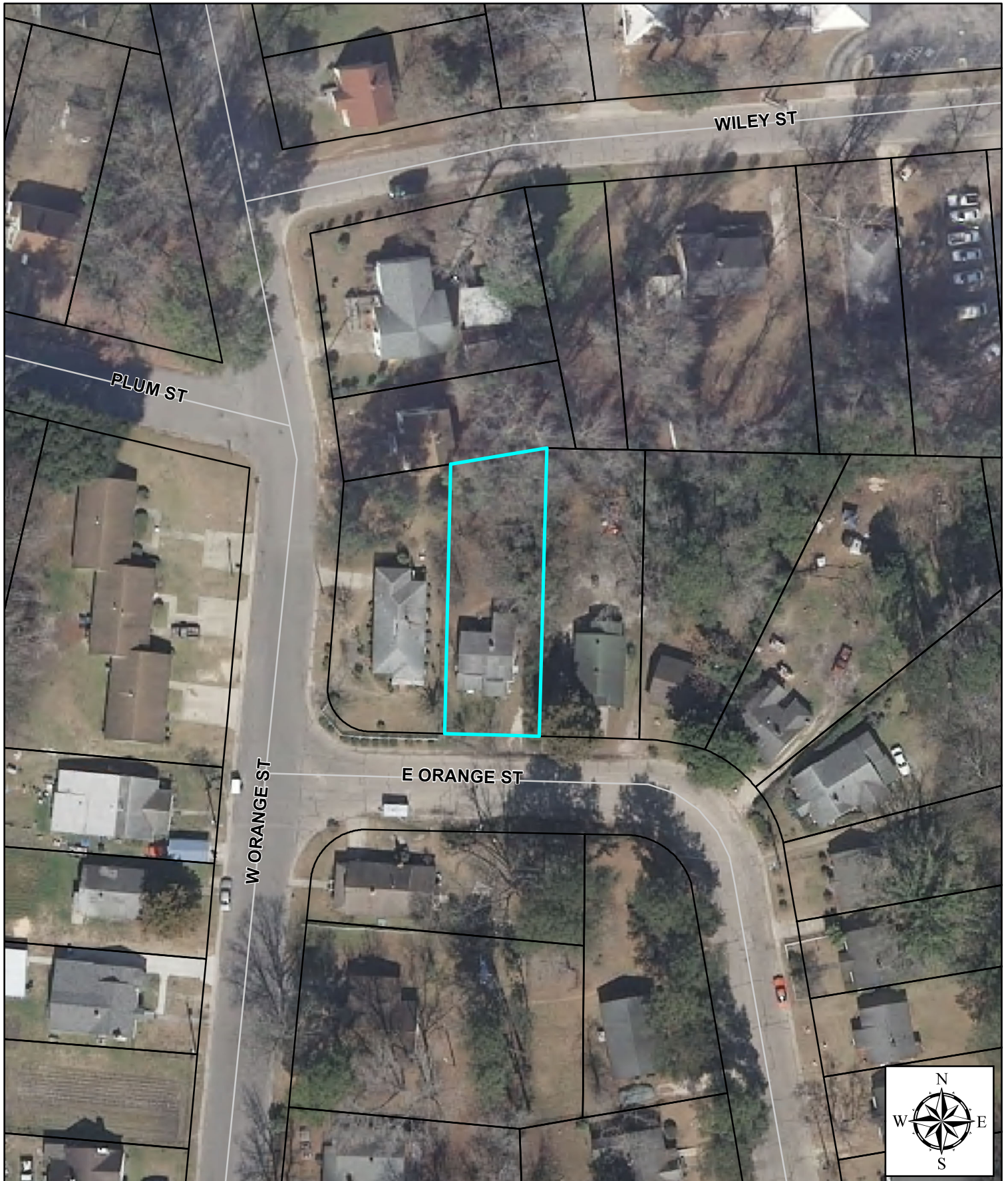
Pamela Megill, City Clerk

854 E Orange Street



854 E Orange Street





Location: 854 E. Orange Street

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

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

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

The City Council finds the following facts:

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

854 E Orange Street
PIN 0437-59-6828

LEGAL:BEGINNING at a stake in the Northern margin of Orange Street North, the Southwest corner of Lot Number 62 in a subdivision known as Pleasant View Park, and running thence with the Northern margin of Orange Street North, North 86 degrees 05 minutes West 50 feet to a stake, the Southeast corner of Lot Number 65; thence with the dividing line between Lots Numbers 64 and 65 North 03 degrees 55 minutes East 141.2 feet to a stake; thence North 83 degrees 55 minutes East 50.8 feet to a stake; thence with the dividing line between Lots Numbers 62 and 63 South 03 degrees 55 minutes West 150 feet to the beginning, being Lots Numbers 63 and 64 in a subdivision known as Pleasant View Park, Map of which is registered in Book of Plats Number 10 at Page 76.

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

Elouise W. Jackson
211 N. Main Street
Laurinburg, NC 28352-3119

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Inspections Director duly issued and served an order requiring the owners of said property to: repair or demolish the structure on or before October 23, 2018.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Building Inspector is authorized by said Code, and NC General Statute 160A-443(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.

- (4) The City Council has fully reviewed the entire record of said Inspections Director thereon, and finds, that all findings of fact and all orders therein of said Inspections Director are true and authorized except: None.
- (5) That pursuant to NC General Statute 160A-443(6), the cost of the demolition shall be a lien against the real property upon which the cost was incurred.

Whereupon, it is ordained that:

SECTION 1

The Building Inspector is ordered forthwith to accomplish, with respect to said property, precisely and fully what was ordered by said Inspections Director as set forth fully above, except as modified in the following particulars:

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

SECTION 2

The lien as ordered herein and permitted by NC General Statute 160A-443(6) shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

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

Adopted this _____26th_____ day of _____November_____, 2018.

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

Pamela Megill, City Clerk

City of Fayetteville

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

City Council Action Memo

File Number: 18-539

Agenda Date: 11/26/2018

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 6.09

TO: Mayor and Members of City Council

THRU: Barbara Hill, Interim Assistant City Manager

FROM: Bradley S. Whited, Airport Director
Tracey Broyles, Budget and Evaluation Director

DATE: November 26, 2018

RE:

Adopt Budget Ordinance Amendment 2019-6 and Capital Project Ordinance 2019-20 to Appropriate Funding for Initial Phases of the Part II Terminal Improvement Project

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal IV: Fayetteville will be a highly desirable place to live, work, and recreate with thriving neighborhoods and a high quality of life for all residents.

- Objective D: To develop and maintain public transportation investments with high quality transit and airport services.

Executive Summary:

Council is asked to adopt Budget Ordinance Amendment (BOA) 2019-6 and Capital Project Ordinance (CPO) 2019-20 to appropriate \$700,000 to begin Part II of the Airline Terminal Improvement Project. The source of funds for the project is an appropriation of Airport Operating Fund net assets (fund balance).

Background:

As Part I of the Terminal Improvement Project is moving through construction, it is time to prepare for Part II of the project. The FAA is planning to fund the second \$10 million of discretionary funding in August, 2019.

The initial design for the Part II improvements was previously completed, however, based upon the construction costs for Part I of the project, cost estimates for Part II will require update. If funding gaps are identified, staff will work with the architects and engineers to value engineer the remaining components and/or seek additional funding sources.

Prior Council actions related to Part I of the Terminal Improvement Project are as follows:

- City Council approved conceptual terminal design June 22, 2015
- Gordon Johnson briefed City Council on design progress February 22, 2016
- City Council approve pre-qualifications process April 11, 2016
- City Council accepted FAA Grant #44 on August 22, 2016
- City Council accepted FAA Grant #45, approved CPO 2018-20, authorized the Mayor to sign the NCDOT Aviation Grant with received and authorized the City Manager to execute the Resolute Building Company contract for construction of Terminal Improvement Part I on August 28, 2017
- City Council adopted BOA 2019-2 and CPOA 2019-17 to fund the replacement of two additional passenger boarding bridges with the renovation project and authorized the City Manager to amend Resolute Building Company's contract on August 13, 2018

Issues/Analysis:

While these project expenditures are initially recommended to be funded entirely by local funds, the costs are expected to be eligible for partial reimbursement through future grants. As grant funds are identified and approved by Federal and State grantor agencies, amendments of the project appropriation will be brought to Council for adoption.

Budget Impact:

There is no impact to the General Fund as the project funding is being provided from Airport Operating Fund net assets (fund balance).

Options:

- Adopt Budget Ordinance Amendment 2019-6 and Capital Project Ordinance 2019-20 to appropriate funding for the initial phases of the Part II Terminal Improvement Project.
- Do not adopt the budget ordinance amendment or capital project ordinance and provide further direction to staff.

Recommended Action:

Staff recommends that Council move to adopt Budget Ordinance Amendment 2019-6

and Capital Project Ordinance 2019-20 as presented.

Attachments:

Budget Ordinance Amendment 2019-6

Capital Project Ordinance 2019-20

2018-2019 BUDGET ORDINANCE AMENDMENT
CHANGE 2019-6

BE IT ORDAINED BY THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA:

That the City of Fayetteville Budget Ordinance adopted June 11, 2018 is hereby amended as follows:

Section 1. It is estimated that the following revenues and other financing sources will be available during the fiscal year beginning July 1, 2018, and ending June 30, 2019, to meet the appropriations listed in Section 2.

| <u>Item</u> | <u>Listed As</u> | <u>Revision</u> | <u>Revised Amount</u> |
|---|---------------------|-------------------|-----------------------|
| <u>Schedule H: Airport Fund</u> | | | |
| Net Assets Appropriation | \$ 659,480 | \$ 700,000 | \$ 1,359,480 |
| All Other Airport Fund Revenues and OFS | 5,088,429 | - | 5,088,429 |
| Total Estimated Airport Fund Revenues and Other Financing Sources | <u>\$ 5,747,909</u> | <u>\$ 700,000</u> | <u>\$ 6,447,909</u> |

Section 2. The following amounts are hereby appropriated for the operations of the City Government and its activities for the fiscal year beginning July 1, 2018, and ending June 30, 2019, according to the following schedules:

| <u>Item</u> | <u>Listed As</u> | <u>Revision</u> | <u>Revised Amount</u> |
|---|---------------------|-------------------|-----------------------|
| <u>Schedule H: Airport Fund</u> | | | |
| Total Estimated Airport Fund Expenditures | <u>\$ 5,747,909</u> | <u>\$ 700,000</u> | <u>\$ 6,447,909</u> |

Adopted this 26th day of November, 2018.

**CAPITAL PROJECT ORDINANCE
ORD 2019-20**

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 adopted:

Section 1. The authorized project is for the design, construction cost estimation and bidding phases for the Part II Airline Terminal Improvement project.

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

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

| | |
|---------------------------------|-------------------|
| Airport Operating Fund Transfer | <u>\$ 700,000</u> |
|---------------------------------|-------------------|

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

| | |
|----------------------|-------------------|
| Project Expenditures | <u>\$ 700,000</u> |
|----------------------|-------------------|

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 26th day of November, 2018.

City of Fayetteville

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

City Council Action Memo

File Number: 18-547

Agenda Date: 11/26/2018

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 6.010

TO: Mayor and Members of City Council

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

FROM: Tracey Broyles, Budget and Evaluation Director

DATE: November 26, 2018

RE:

Adoption of Budget Ordinance Amendment 2019-7 to Appropriate Additional Funding for Hurricane Florence Recovery Expenditures

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal V: Sustainable Organizational Capacity

- Objective A: To ensure strong financial management with fiduciary accountability

Executive Summary:

Budget Ordinance Amendment (BOA) 2019-7 will appropriate \$324,000 in the General Fund and \$1,455,000 in the Environmental Services Fund to provide additional funding for Hurricane Florence recovery expenditures. The funding sources for the additional appropriations are expected reimbursements from the Federal Emergency Management Agency (FEMA) and the North Carolina Department of Public Safety (NCDPS).

Background:

Fayetteville experienced the impacts of Hurricane Florence beginning on September 13, 2018, and FEMA declared Cumberland County as a designated area for Public Assistance funding for emergency work and the repair or replacement of disaster-damaged facilities.

At a Special Meeting conducted by telephone on September 17, 2018, Council adopted

BOA 2019-3 to appropriate \$2,360,000 across multiple funds for estimated initial expenditures for hurricane response and recovery. At this time, it has been determined that the expected expenditures will surpass the appropriation that was based upon preliminary estimates.

For the General Fund, an additional appropriation of \$324,000 is recommended for the Operations Portfolio based upon increased expenditure projections for the Police, Fire and Parks, Recreation and Maintenance Departments. A portion of that appropriation (\$133,000) relates to costs for deployment of the Urban Search and Rescue (USAR) to other locations for which the State will reimburse 100% of the cost. It is expected that the General Fund will be reimbursed \$143,250 from FEMA and \$180,750 from the State for these eligible expenditures.

For the Environmental Services Fund, an additional appropriation of \$1,455,000 is recommended due to increased projected costs for debris removal and monitoring contracts. As noted in recent updates to Council, the amount of debris resulting from Hurricane Florence has far surpassed the debris totals from Hurricane Matthew. It is expected that the Environmental Services Fund will be reimbursed \$1,091,250 from FEMA and \$363,750 from the State for these eligible expenditures.

Issues/Analysis:

The requested additional appropriations are for operating budget expenditures related to Hurricane Florence response and recovery only. As recovery projects for infrastructure or facility repairs are developed and approved by FEMA, appropriations through capital project ordinances will be brought forth for Council adoption.

Budget Impact:

There is no expected impact upon City resources as the additional appropriations are for expenditures expected to be eligible for reimbursement through FEMA and the NCDPS.

Options:

Adopt Budget Ordinance Amendment 2019-7 as presented.

Do not adopt the budget ordinance amendment and provide additional direction to staff.

Recommended Action:

Staff recommends that Council move to adopt Budget Ordinance Amendment 2019-7 as presented.

Attachments:

Budget Ordinance Amendment 2019-7

2018-2019 BUDGET ORDINANCE AMENDMENT
CHANGE 2019-7

BE IT ORDAINED BY THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA:

That the City of Fayetteville Budget Ordinance adopted June 11, 2018 is hereby amended as follows:

Section 1. It is estimated that the following revenues and other financing sources will be available during the fiscal year beginning July 1, 2018, and ending June 30, 2019, to meet the appropriations listed in Section 2.

| <u>Item</u> | <u>Listed As</u> | <u>Revision</u> | <u>Revised Amount</u> |
|---|-----------------------|-------------------|-----------------------|
| <u>Schedule A: General Fund</u> | | | |
| Intergovernmental Revenues | \$ 80,941,719 | \$ 324,000 | \$ 81,265,719 |
| All Other General Fund Revenues and OFS | 94,743,759 | - | 94,743,759 |
| Total Estimated General Fund | <u>\$ 175,685,478</u> | <u>\$ 324,000</u> | <u>\$ 176,009,478</u> |
| Revenues and Other Financing Sources | | | |

Schedule I: Environmental Services Fund

| | | | |
|--|----------------------|---------------------|----------------------|
| Intergovernment Revenues | \$ 1,956,690 | \$ 1,455,000 | \$ 3,411,690 |
| All Other Environmental Services Fund Revenues and OFS | 12,946,246 | - | 12,946,246 |
| Total Estimated Environmental Services Fund | <u>\$ 14,902,936</u> | <u>\$ 1,455,000</u> | <u>\$ 16,357,936</u> |
| Revenues and Other Financing Sources | | | |

Section 2. The following amounts are hereby appropriated for the operations of the City Government and its activities for the fiscal year beginning July 1, 2018, and ending June 30, 2019, according to the following schedules:

| <u>Item</u> | <u>Listed As</u> | <u>Revision</u> | <u>Revised Amount</u> |
|---|-----------------------|-------------------|-----------------------|
| <u>Schedule A: General Fund</u> | | | |
| Community Investment | \$ 6,573,000 | \$ - | \$ 6,573,000 |
| Operations | 122,661,812 | 324,000 | 122,985,812 |
| Support Services and Administration | 17,005,390 | - | 17,005,390 |
| Other Appropriations | 29,445,276 | - | 29,445,276 |
| Total Estimated General Fund Expenditures | <u>\$ 175,685,478</u> | <u>\$ 324,000</u> | <u>\$ 176,009,478</u> |

Schedule I: Environmental Services Fund

| | | | |
|--|----------------------|---------------------|----------------------|
| Total Estimated Environmental Services Fund Expenditures | <u>\$ 14,902,936</u> | <u>\$ 1,455,000</u> | <u>\$ 16,357,936</u> |
|--|----------------------|---------------------|----------------------|

Adopted this 26th day of November, 2018.

City of Fayetteville

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

City Council Action Memo

File Number: 18-548

Agenda Date: 11/26/2018

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 6.011

TO: Mayor and Members of City Council

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

FROM: Kristoff Bauer, Deputy City Manager

DATE: November 26, 2018

RE:

Parks and Recreation Bond Financial Plan Approval

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 4: Desirable Place to Live, Work and Recreate

Executive Summary:

This item was discussed during the Council Work Session of Nov. 5 and the consensus direction to staff was to bring forward the financial plan described on that day as "Option A" for Council approval.

Background:

The initial financial plan was developed based on January 4, 2016, Council action to identify the projects to be funded by the Park Bond and allocate funding to each. The current plan includes adjustments to the timing of some projects based on the direction of the Committee. Additional adjustments were recommended by the Committee during a meeting on April 19, 2018, which are summarized in the attached memorandum. The Council confirmed a number of the Committee's recommendations during the May 7 Work Session including increasing funding for the senior centers and adjusting the timing and location for the sports field complex (see attached summary memorandum).

After that Work Session, the City received an offer from Ft. Bragg to make property off of

McArthur Rd. available to the City for the development of sports fields. Ft. Bragg has proposed to provide this property through a no cost 50 year easement in subsequent conversations. Moving that project from the Military Business Park to this new location allowed funding that had been identified for property acquisition and broader site improvements to be reallocated.

The Committee recommended the following during their Sept. 26th meeting:

- Identify Cliffdale & E.E. Miller Splash Pads as Future Unfunded
- Split the funding for the “TBD” Splash Pad among two new projects;
 - Stadium Play Space (installing a permanent play structure and other improvements in this area of the stadium)
 - Plaza Fountain (a water feature in the public plaza between the stadium, Prince Charles, and the new parking garage and mixed use building)
- Split the Sports Field Complex project into two projects with soccer going to the Jordan Soccer Complex and Baseball going to the new McArthur road location
- Reduce funding for the Cape Fear River Park to balance total expenditures at \$35 million
- Adjust timing of projects

Council discussed these issues during the Work Session of Nov. 5 and provided consensus supporting the financial plan described as “Option A” which is attached. That option responds to the financial issue described in the next section.

The revised recommended project funding and timing is attached as “Parks and Rec Bond Project Funding Package 11 26 18”.

Issues/Analysis:

Staff reviewed the financial plan based on Committee direction at the September 26th meeting and found that the debt service funding model would be slightly out of balance based upon projected revenue growth and assumptions for interest rates on the bond issuances. There was a shortfall of dedicated funds projected in fiscal year 2030, which would continue until fiscal year 2035. This was discussed with the Committee during their Oct. 24 meeting and they directed staff to bring the funding plan to Council with options to address the funding shortfall.

Budget Impact:

Revenues from 1.42 cents of the City’s 49.95 cent tax rate are dedicated to support the Parks and Recreation bond projects and debt service.

Options:

Staff presented options for Council consideration at the November 5th Work Session to

address the projected shortfall in dedicated resources. The consensus of Council was to move the option below forward for approval:

Option A - Should the Council wish to restrict resources solely to the dedicated tax rate, the bond debt service could be funded within those resources if the River Park and the Tennis Center projects are each deferred by one year.

- Pro - No additional resources needed
- Con - Projects deferred by one year; may defer projects needlessly should financial trends be more favorable than projected

The summary of this option is attached, and the project funding summary has been revised accordingly.

Recommended Action:

Consistent with Council's discussion on Nov. 5, Staff recommends approval of the attached financial plan for park bond projects.

Attachments:

Parks and Rec Bond Project Funding Package 11 26 18

Parks and Recreation Bonds Debt Service Funding Model - Option A

Parks and Recreation Bond Funding Package

| Project | FY17 | FY18 | FY19 | FY20 | FY21 | FY22 | FY23 | GRANTS/OTHER SOURCES | BOND/CITY FUNDING | TOTAL | Future Unfunded |
|--|---------------------|--|---|----------------------------|---------------------|------------------|--------------------------|-------------------------|---------------------|---------------------|------------------------|
| Senior Center (West) Construction Soft Costs | | | \$6,380,000 \$490,685 | | | | | | \$7,000,000 | \$7,000,000 | |
| Senior Center (East) Feasibility Study Land Acquisition Site Development Soft Costs Construction | | \$53,010 | \$ 6,990 \$ 100,000 \$ 2,000,000 | \$ 590,000 | \$ 2,780,000 | | | \$30,000 | \$5,500,000 | \$5,530,000 | |
| Brentwood School Park Clark Park Mazarick Park Seabrook Park Dorothy Gilmore Recreation Massey Hill Martin Luther King, Jr. Park | \$2,752 \$5,794 | \$75,698 \$36,826 \$19,944 \$34,180 | \$21,550 \$132,380 \$30,056 \$31,406 \$298,048 \$15,185 \$100,000 | | | | | \$100,000 \$290,000 | \$800,000 | \$1,190,000 | |
| Splash Pad Kiwanis Splash Pad Gilmore Splash Pad Cliffdale Splash Pad E.E. Miller Splash Pad Massey Hill Splash Pad Myers Stadium Play Space Plaza Fountain | \$976 | \$427,073 | \$431,159 | | | | | | \$2,089,439 | \$2,089,439 | \$425,000 \$425,000 |
| Cape Fear River Park Soft Costs Construction | | | | | | \$400,000 | \$3,110,561 | | \$3,510,561 | \$3,510,561 | |
| Skateboard Park Soft Costs Park Construction Support Construction | | | \$150,000 \$600,000 \$250,000 | | | | | | \$1,000,000 | \$1,000,000 | |
| Sports Field Complex Soft Costs Site Infrastructure Construction | | | \$600,000 | \$1,500,000 \$3,400,000 | | | | | \$5,500,000 | \$5,500,000 | |
| Tennis Center Land Acquisition Soft Costs Construction | | | | | | \$380,000 | \$750,000 \$4,870,000 | | \$6,000,000 | \$6,000,000 | |
| Jordan Soccer Complex Design Construction | | | \$250,000 | \$3,250,000 | | | | | \$3,500,000 | \$3,500,000 | |
| Project Management Signage | \$91,500 \$4,275 | \$840 | \$3,385 | | | | | | \$100,000 | \$100,000 | |
| Annual Total | \$147,735 | \$1,881,230 | \$12,360,474 | \$8,740,000 | \$2,780,000 | \$780,000 | \$8,730,561 | \$420,000 | \$35,000,000 | \$35,420,000 | \$850,000 |
| Total per Issuance | | | \$13,969,439 | | \$11,520,000 | | \$9,510,561 | | | | |

Parks Recreation Bond Debt Service Funding Model

Option A - Defer River Park and Tennis Center by One Year to Accomodate Debt Service Within Projected Tax Revenues

| Fiscal Year | Growth Rate (%)* | Dedicated Property Tax (Cents) | Estimated Debt Service | Annual Property Tax Fund Surplus (Deficit) | Fund Balance |
|-------------------|------------------|--------------------------------|------------------------|--|--------------|
| 2017 Actuals | 1.7% | 1,875,710 | - | 1,875,710 | 1,875,710 |
| 2018 Actuals | | 1,944,958 | - | 1,944,958 | 3,820,668 |
| 2019 Budget | | 1,957,697 | - | 1,957,697 | 5,778,365 |
| 2020 | 1.7% | 1,990,978 | 1,396,944 | 594,034 | 6,372,399 |
| 2021 | 1.7% | 2,024,824 | 1,362,020 | 662,804 | 7,035,203 |
| 2022 | 1.7% | 2,059,246 | 2,479,097 | (419,850) | 6,615,353 |
| 2023 | 1.7% | 2,094,254 | 2,415,373 | (321,119) | 6,294,234 |
| 2024 | 1.7% | 2,129,856 | 3,302,706 | (1,172,850) | 5,121,384 |
| 2025 | 1.7% | 2,166,064 | 3,215,206 | (1,049,142) | 4,072,242 |
| 2026 | 1.7% | 2,202,887 | 3,127,706 | (924,819) | 3,147,423 |
| 2027 | 1.7% | 2,240,336 | 3,040,206 | (799,870) | 2,347,553 |
| 2028 | 1.7% | 2,278,421 | 2,952,706 | (674,284) | 1,673,269 |
| 2029 | 1.7% | 2,317,155 | 2,865,206 | (548,051) | 1,125,218 |
| 2030 | 1.7% | 2,356,546 | 2,777,706 | (421,159) | 704,058 |
| 2031 | 1.7% | 2,396,607 | 2,690,206 | (293,598) | 410,460 |
| 2032 | 1.7% | 2,437,350 | 2,602,706 | (165,356) | 245,104 |
| 2033 | 1.7% | 2,478,785 | 2,515,206 | (36,421) | 208,683 |
| 2034 | 1.7% | 2,520,924 | 2,427,706 | 93,218 | 301,902 |
| 2035 | 1.7% | 2,563,780 | 2,340,206 | 223,574 | 525,476 |
| 2036 | 1.7% | 2,607,364 | 2,252,706 | 354,658 | 880,135 |
| 2037 | 1.7% | 2,651,689 | 2,165,206 | 486,484 | 1,366,618 |
| 2038 | 1.7% | 2,696,768 | 2,077,706 | 619,062 | 1,985,681 |
| 2039 | 1.7% | 2,742,613 | 1,990,206 | 752,407 | 2,738,088 |
| 2040 | 1.7% | 2,789,237 | 1,204,234 | 1,585,004 | 4,323,092 |
| 2041 | 1.7% | 2,836,654 | 1,151,657 | 1,684,997 | 6,008,089 |
| 2042 | 1.7% | 2,884,878 | 523,081 | 2,361,797 | 8,369,886 |
| 2043 | 1.7% | 2,933,921 | 499,304 | 2,434,616 | 10,804,502 |
| 2044 | 1.7% | 2,983,797 | - | 2,983,797 | 13,788,299 |
| 2045 | 1.7% | 3,034,522 | - | 3,034,522 | 16,822,821 |
| 53,375,000 | | | | | |

* Based upon FY18 revenue neutral tax rate calculation

| | FY19 Issue | FY20 Issue | FY21 Issue | FY22 Issue | FY23 Issue | TOTAL |
|--------------------|------------|------------|------------|------------|------------|------------|
| Date of Issue | 5/1/2019 | 5/1/2020 | 5/1/2021 | 5/1/2022 | 5/1/2023 | 3 |
| Project Fund (Par) | 13,969,439 | - | 11,520,000 | - | 9,510,561 | 35,000,000 |
| Loan Term | 20 Years | 20 Years | 20 Years | 20 Years | 20 Years | |
| Interest Rate | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | |

City of Fayetteville

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

City Council Action Memo

File Number: 18-554

Agenda Date: 11/26/2018

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Other Items of
Business

Agenda Number: 7.01

TO: Mayor and Members of City Council

FROM: Pamela J. Megill, City Clerk

DATE: November 26, 2018

RE: Presentation of Appointment Committee Recommendations for
Boards and Commissions Appointments

Relationship To Strategic Plan:

Goal 6: Citizen Engagement and Partnerships

Background:

The Appointment Committee met on November 15, 2018 to review applications for appointments to boards and commissions. It is from that meeting the Appointment Committee presents the recommendations for appointments to the City of Fayetteville boards and commissions.

Issues:

N/A

Budget Impact:

N/A

Options:

1. Approve Appointment Committee recommendations to fill the board and commission vacancies as presented.
2. Approve Appointment Committee recommendations to fill some board and commission vacancies and provide further direction to staff.
3. Do not approve Appointment Committee recommendations to fill board and commission vacancies and provide further direction to staff.

Recommended Action:

Staff recommends Council move to approve the Appointment Committee recommendations for board and commission appointments, effective November 26, 2018.

Recommendations for 5 Appointments to 3 City of Fayetteville Boards and Commissions.

The Appointment Committee unanimously approved the following appointments:

Board of Appeals

| | |
|-----------------------|--|
| Ms. Vanessa Iacovenne | November 26, 2018 – September 30, 2021 |
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| | |
|----------------------|--|
| Ms. Charay S. Dupree | November 26, 2018 – September 30, 2021 |
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Stormwater Advisory Board

| | |
|------------------|--|
| Mr. Edward Parks | November 26, 2018 – September 30, 2019 |
|------------------|--|

| | |
|------------------|--|
| Mr. Alton Miller | November 26, 2018 – September 30, 2019 |
|------------------|--|

Wrecker Review Board*** CM Crisp requested I call Mr. Jones first and let him know he would be required to be the chair per the bylaws to ensure interest

| | |
|-------------------|--|
| Mr. Michael Jones | November 26, 2018 – September 20, 2020 |
|-------------------|--|

City of Fayetteville

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

City Council Action Memo

File Number: 18-529

Agenda Date: 11/26/2018

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Administrative
Reports

Agenda Number: 8.01

TO: Mayor and Members of City Council

THRU: Barbara Hill, Interim Assistant City Manager

FROM: Pamela Megill, City Clerk

DATE: November 26, 2018

RE:

Monthly Statement of Taxes for October 2018

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Executive Summary:

This report has been furnished to the Mayor and governing body of the City of Fayetteville for the month of October 2018. The report separated the distribution of real property and personal property from motor vehicle property taxes, and provides detail for the current and delinquent years.

Should you have any questions regarding this report, please contact Catherine Carter, Office of the Tax Administrator, Cumberland County at 678-7587.

Background:

Issues/Analysis:

Budget Impact:

Options:

Recommended Action:

Information only

Attachments:

Report from Joseph R. Utley Jr., Tax Administrator

JOSEPH R. UTLEY, JR.
Tax Administrator



CUMBERLAND
★ COUNTY ★
NORTH CAROLINA

AMY B. KINLAW
Chief of Assessment and Collections

TAMI K. BOTELLO
Chief of Real Estate and Mapping

OFFICE OF THE TAX ADMINISTRATOR

To: Pamela Megill, Fayetteville City Clerk

From: Joseph R. Utley Jr., Tax Administrator

Date: November 2, 2018

Subject: Monthly Statement of Taxes

Attached hereto is the report that has been furnished to the Mayor and governing body of your municipality for the month of October 2018. This report separates the distribution of real property and personal property from motor vehicle property taxes, and provides detail for the current and delinquent years.

Should you have questions regarding this report, please contact Catherine Carter at 678-7587.

JU/cc
Attachment

11/5/2018

FAYETTEVILLE MACC LEDGER

2008-2018

October 2018

| DATE | REPORT # | REMITTED TO FINANCE | 2018 CC | 2018 VEH | 2018 REVIT CC | 2018 REVIT VEH | 2018 FVT | 2018 FIT | 2018 STORM WATER | 2018 FAY S WASTE FEE |
|---------------|----------|------------------------|---------------------|-----------------|------------------|-------------------|---------------|---------------|---------------------|-------------------------|
| 10/01/18 | 2018-066 | 465,493.20 | 89,070.93 | 302.17 | 267.74 | 0.00 | 30.00 | 30.00 | 330,686.69 | 40,766.06 |
| 10/02/18 | 2018-067 | 181,961.97 | 133,048.68 | 26.46 | 0.00 | 0.00 | 0.00 | 0.00 | 35,987.83 | 11,524.76 |
| 10/03/18 | 2018-068 | 147,762.25 | 104,590.20 | 259.33 | 679.97 | 0.00 | 10.00 | 10.00 | 20,332.35 | 19,366.22 |
| 10/04/18 | 2018-069 | 168,299.59 | 114,421.22 | 93.57 | 256.32 | 0.00 | 0.00 | 0.00 | 19,470.74 | 27,085.46 |
| 10/05/18 | 2018-070 | 538,765.58 | 164,902.56 | 73.63 | 60.93 | 0.00 | 0.00 | 0.00 | 349,943.79 | 21,518.86 |
| 10/08/18 | 2018-071 | 124,055.42 | 82,305.93 | 544.75 | 0.00 | 0.00 | 55.00 | 55.00 | 19,101.92 | 19,580.31 |
| 10/09/18 | 2018-072 | 209,375.10 | 148,153.35 | 25.60 | 42.08 | 0.00 | 10.00 | 10.00 | 30,863.41 | 28,073.54 |
| 10/10/18 | 2018-073 | 134,946.17 | 97,668.69 | 43.57 | 113.47 | 0.00 | 20.00 | 20.00 | 17,559.21 | 17,624.39 |
| 10/11/18 | 2018-074 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 10/12/18 | 2018-075 | 485,229.54 | 352,419.22 | 369.64 | 891.98 | 0.00 | 15.00 | 15.00 | 91,043.89 | 38,123.56 |
| 10/15/18 | 2018-076 | 218,958.40 | 140,974.50 | 364.40 | 0.00 | 0.00 | 15.00 | 15.00 | 35,731.34 | 34,780.94 |
| 10/16/18 | 2018-077 | 171,230.60 | 122,081.73 | 87.57 | 299.40 | 0.00 | 10.00 | 10.00 | 23,077.76 | 22,329.66 |
| 10/17/18 | 2018-078 | 56,426.27 | 35,621.24 | 87.18 | 0.00 | 0.00 | 10.00 | 10.00 | 5,417.68 | 11,703.24 |
| 10/18/18 | 2018-079 | 47,293.82 | 29,579.16 | 49.82 | 35.44 | 0.00 | 10.00 | 10.00 | 4,917.46 | 9,328.46 |
| 10/19/18 | 2018-080 | 165,761.10 | 113,319.70 | 95.48 | 18.89 | 0.00 | 10.00 | 10.00 | 18,515.40 | 29,100.09 |
| 10/22/18 | 2018-081 | 228,526.90 | 161,730.46 | 86.92 | 18.01 | 0.00 | 15.00 | 15.00 | 27,777.73 | 36,912.77 |
| 10/23/18 | 2018-082 | 206,796.23 | 146,767.11 | 23.22 | 174.96 | 0.00 | 5.00 | 5.00 | 34,349.43 | 23,648.56 |
| 10/24/18 | 2018-083 | 74,203.46 | 49,335.57 | 207.02 | 0.00 | 0.00 | 15.00 | 15.00 | 10,733.42 | 10,831.51 |
| 10/25/18 | 2018-084 | 118,038.44 | 84,964.18 | 40.39 | 111.96 | 0.00 | 10.00 | 10.00 | 14,406.12 | 11,073.59 |
| 10/26/18 | 2018-085 | 98,135.32 | 61,150.66 | 187.86 | 87.82 | 0.00 | 15.00 | 15.00 | 15,056.77 | 18,685.96 |
| 10/29/18 | 2018-086 | 216,871.26 | 150,993.41 | 165.51 | 25.06 | 0.00 | 25.00 | 25.00 | 34,884.67 | 24,051.23 |
| 10/30/18 | 2018-087 | 184,310.68 | 87,508.32 | 27.98 | 148.31 | 0.00 | 0.00 | 0.00 | 15,030.15 | 26,932.88 |
| 10/31/18 | 2018-088 | 160,322.52 | 118,729.09 | 140.86 | 0.00 | 0.00 | 15.00 | 15.00 | 13,709.04 | 24,451.86 |
| TOTALS | | 4,402,763.82 | 2,589,335.91 | 3,302.93 | 3,232.34 | 0.00 | 295.00 | 295.00 | 1,168,596.80 | 507,493.91 |

TRUE

MACC: MONTHLY ACCOUNTING (TOTALS COLLECTED FOR MONTH)

CC: INCLUDES REAL & PERSONAL, LATE LIST, & PUBLIC SERVICE

FVT: FAYETTEVILLE VEHICLE TAX (\$5.00)

11/5/2018

FAYETTEVILLE MACC LEDGER

2008-2018

October 2018

| 2018 ANNEX | 2017 CC | 2017 VEH | 2017 REVIT CC | 2017 REVIT VEH | 2017 FVT | 2017 FTT | 2017 STORM WATER | 2017 WASTE FEE | 2017 ANNEX | 2016 CC | 2016 VEH |
|------------|-----------|----------|---------------|----------------|----------|----------|------------------|----------------|------------|-----------|----------|
| 0.00 | 1,903.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 261.43 | 257.71 | 0.00 | 927.42 | 0.00 |
| 0.00 | 888.39 | 16.92 | 0.00 | 0.00 | 0.00 | 0.00 | 56.62 | 119.91 | 0.00 | 61.36 | 0.00 |
| 0.00 | 1,161.15 | 84.76 | 0.00 | 0.00 | 15.00 | 15.00 | 56.56 | 119.79 | 0.00 | 61.69 | 0.00 |
| 0.00 | 3,743.47 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,240.09 | 1,330.06 | 0.00 | 21.33 | 0.00 |
| 0.00 | 1,188.11 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 205.02 | 108.00 | 0.00 | 31.22 | 0.00 |
| 0.00 | 1,320.42 | 26.19 | 0.00 | 0.00 | 5.00 | 5.00 | 171.92 | 364.07 | 0.00 | 156.48 | 0.00 |
| 0.00 | 1,053.99 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 153.00 | 540.00 | 0.00 | 212.29 | 0.17 |
| 0.00 | 889.84 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 108.25 | 229.22 | 0.00 | 406.58 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 1,155.82 | 12.16 | 0.00 | 0.00 | 0.00 | 0.00 | 212.40 | 557.78 | 0.00 | 138.43 | 0.00 |
| 0.00 | 1,930.94 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 324.79 | 687.79 | 0.00 | 3,556.84 | 0.00 |
| 0.00 | 1,330.82 | 16.20 | 0.00 | 0.00 | 0.00 | 0.00 | 300.38 | 852.09 | 0.00 | 397.62 | 0.00 |
| 0.00 | 1,638.99 | 29.81 | 0.00 | 0.00 | 0.00 | 0.00 | 306.00 | 756.00 | 0.00 | 287.21 | 0.00 |
| 0.00 | 1,778.86 | 17.48 | 0.00 | 0.00 | 5.00 | 5.00 | 204.00 | 324.00 | 0.00 | 517.95 | 0.00 |
| 0.00 | 3,130.12 | (241.73) | 0.00 | 0.00 | (10.00) | (10.00) | 271.91 | 539.44 | 0.00 | 317.18 | 0.00 |
| 0.00 | 1,085.80 | 40.61 | 0.00 | 0.00 | 5.00 | 5.00 | 147.16 | 311.63 | 0.00 | 54.09 | 0.00 |
| 0.00 | 1,143.40 | 5.45 | 0.00 | 0.00 | 0.00 | 0.00 | 153.00 | 324.00 | 0.00 | 16.99 | 0.00 |
| 0.00 | 1,736.70 | 7.36 | 0.00 | 0.00 | 0.00 | 0.00 | 965.87 | 108.00 | 0.00 | 2.01 | 0.00 |
| 0.00 | 1,529.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,645.99 | 432.00 | 0.00 | 609.53 | 0.00 |
| 0.00 | 1,939.62 | 10.11 | 0.00 | 0.00 | 0.00 | 0.00 | 274.26 | 131.84 | 0.00 | 175.58 | 0.00 |
| 0.00 | 3,309.87 | 19.56 | 0.00 | 0.00 | 0.00 | 0.00 | 442.32 | 1,044.68 | 0.00 | 695.27 | 0.00 |
| 0.00 | 36,621.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 89.45 | 270.87 | 0.00 | 15,242.58 | 0.00 |
| 0.00 | 1,918.44 | 9.88 | 0.00 | 0.00 | 0.00 | 0.00 | 153.00 | 324.00 | 0.00 | 470.47 | 0.00 |
| 0.00 | 72,399.22 | 54.76 | 0.00 | 0.00 | 20.00 | 20.00 | 9,743.42 | 9,732.88 | 0.00 | 24,360.12 | 0.17 |

11/5/2018

FAYETTEVILLE MACC LEDGER

2008-2018

October 2018

| 2016 REVIT CC | 2016 REVIT VEH | 2016 FVT | 2016 FTT | 2016 STORM WATER | 2016 FAY STORM WATER | 2016 FAY S WASTE FEE | 2016 ANNEX | 2015 CC | 2015 VEH | 2015 REVIT CC | 2015 REVIT VEH | 2015 FVT |
|------------------|----------------------|----------|----------|------------------------|----------------------------|-------------------------|---------------|---------|----------|------------------|-------------------|----------|
| 0.00 | 0.00 | 0.00 | 0.00 | 90.00 | 0.00 | 88.00 | 0.00 | 157.04 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 31.34 | 0.00 | 30.64 | 0.00 | 254.27 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.66 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 34.70 | 0.00 | 33.93 | 0.00 | 9.72 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 3.93 | 0.00 | 3.84 | 0.00 | 8.24 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 45.00 | 0.00 | 44.00 | 0.00 | 17.32 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 45.00 | 0.00 | 44.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 45.00 | 0.00 | 0.00 | 0.00 | 48.54 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 45.00 | 0.00 | 44.00 | 0.00 | 67.16 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 90.00 | 0.00 | 88.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 45.00 | 0.00 | 44.00 | 0.00 | 124.75 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 61.85 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 16.53 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 90.00 | 0.00 | 88.00 | 0.00 | 91.77 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 45.00 | 0.00 | 44.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 45.00 | 0.00 | 44.00 | 0.00 | 10.27 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 45.00 | 0.00 | 44.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 699.97 | 0.00 | 640.41 | 0.00 | 869.12 | 0.00 | 0.00 | 0.00 | 0.00 |

11/5/2018

FAYETTEVILLE MACC LEDGER

2008-2018

October 2018

| 2015 FTT | 2015 STORM WATER | 2015 FAY STORM WATER | 2015 FAY S WASTE FEE | 2015 ANNEX | 2014 & PRIOR CC | 2014 & PRIOR VEH | 2014 & PRIOR REVIT CC | 2014 & PRIOR REVIT VEH | 2014 & PRIOR FVT | 2014 & PRIOR FTT | 2014 & PRIOR STORM WATER | 2014 & PRIOR FAY STORM WATER |
|----------|------------------|----------------------|----------------------|------------|-----------------|------------------|-----------------------|------------------------|------------------|------------------|--------------------------|------------------------------|
| 0.00 | 15.00 | 30.00 | 44.00 | 0.00 | 0.00 | 84.26 | 0.00 | 0.00 | 15.73 | 10.73 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 80.84 | 26.31 | 0.00 | 0.00 | 5.00 | 5.00 | 0.00 | 0.00 |
| 0.00 | 8.51 | 17.01 | 24.95 | 0.00 | 99.10 | 84.77 | 0.00 | 0.00 | 5.00 | 5.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11.59 | 29.66 | 0.00 | 0.00 | 7.15 | 7.15 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 170.23 | 74.10 | 0.00 | 0.00 | 21.16 | 16.17 | 24.48 | 46.47 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 18.84 | 22.88 | 0.00 | 0.00 | 15.00 | 15.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 37.82 | 0.00 | 0.00 | 15.00 | 15.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 76.34 | 0.00 | 0.00 | 12.38 | 12.36 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11.90 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 15.00 | 30.00 | 0.00 | 0.00 | 6.12 | 12.83 | 0.00 | 0.00 | 5.00 | 5.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11.11 | 48.50 | 0.00 | 0.00 | 5.00 | 5.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 31.62 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 15.00 | 30.00 | 44.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.40 | 4.41 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 53.46 | 6.92 | 0.00 | 0.00 | 5.00 | 5.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 38.37 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 80.17 | 0.00 | 0.00 | 5.00 | 5.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 190.06 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 137.79 | 0.00 | 0.00 | 5.60 | 5.59 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 85.86 | 290.57 | 0.00 | 0.00 | 10.40 | 10.39 | 0.00 | 0.00 |
| 0.00 | 15.00 | 30.00 | 44.00 | 0.00 | 107.55 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13.05 | 0.00 | 0.00 | 10.00 | 10.00 | 0.00 | 0.00 |
| 0.00 | 68.51 | 137.01 | 156.95 | 0.00 | 866.38 | 1,076.24 | 0.00 | 0.00 | 146.82 | 136.80 | 24.48 | 46.47 |

11/5/2018

FAYETTEVILLE MACC LEDGER

2008-2018

October 2018

| 2014 & PRIOR FAY S WASTE FEE | 2014 & PRIOR ANNEX | FAY INTEREST | REVIT INTR | STORM WATER INTR - 15. & Prior | FAY STORM WATER INTEREST - 2015 & prior | STORM WATER INT - 2016 & FORWARD | Annex Interest | S WASTE INTEREST | FTT INTEREST | TOTAL TAX & INTEREST |
|------------------------------------|--------------------------|-----------------|------------|---|--|---|-------------------|---------------------|-----------------|-------------------------|
| 0.00 | 0.00 | 360.95 | 0.00 | 3.98 | 7.97 | 27.99 | 0.00 | 53.36 | 0.84 | 465,493.20 |
| 0.00 | 0.00 | 83.04 | 0.00 | 0.00 | 0.00 | 9.03 | 0.00 | 19.12 | 2.70 | 181,961.97 |
| 0.00 | 0.00 | 387.60 | 0.00 | 2.52 | 5.05 | 15.50 | 0.00 | 28.68 | 0.29 | 147,762.25 |
| 0.00 | 0.00 | 352.79 | 0.00 | 0.00 | 0.00 | 107.86 | 0.00 | 114.46 | 5.01 | 168,299.59 |
| 71.29 | 0.00 | 234.47 | 0.00 | 5.58 | 11.13 | 15.96 | 0.00 | 27.12 | 15.30 | 538,765.58 |
| 0.00 | 0.00 | 164.33 | 0.00 | 0.00 | 0.00 | 13.93 | 0.00 | 29.23 | 5.87 | 124,055.42 |
| 0.00 | 0.00 | 98.81 | 0.00 | 0.00 | 0.00 | 12.14 | 0.00 | 37.97 | 4.92 | 209,375.10 |
| 0.00 | 0.00 | 115.81 | 0.00 | 0.00 | 0.00 | 15.30 | 0.00 | 25.52 | 0.00 | 134,946.17 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 102.58 | 0.00 | 0.00 | 0.00 | 19.27 | 0.00 | 50.27 | 1.46 | 485,229.54 |
| 0.00 | 0.00 | 369.97 | 0.00 | 0.00 | 0.00 | 36.94 | 0.00 | 69.05 | 0.00 | 218,958.40 |
| 0.00 | 0.00 | 153.18 | 0.00 | 4.24 | 8.48 | 32.10 | 0.00 | 68.63 | 3.25 | 171,230.60 |
| 0.00 | 0.00 | 239.75 | 0.00 | 0.00 | 0.00 | 33.01 | 0.00 | 56.09 | 4.30 | 56,426.27 |
| 0.00 | 0.00 | 227.49 | 0.00 | 0.00 | 0.00 | 31.89 | 0.00 | 42.19 | 0.00 | 47,293.82 |
| 0.00 | 0.00 | 276.40 | 0.00 | 4.09 | 8.17 | 31.03 | 0.00 | 60.52 | 2.85 | 165,761.10 |
| 0.00 | 0.00 | 144.02 | 0.00 | 0.00 | 0.00 | 13.56 | 0.00 | 28.70 | 3.21 | 228,526.90 |
| 0.00 | 0.00 | 82.82 | 0.00 | 0.00 | 0.00 | 13.60 | 0.00 | 28.79 | 0.00 | 206,796.23 |
| 0.00 | 0.00 | 98.24 | 0.00 | 0.00 | 0.00 | 40.63 | 0.00 | 13.26 | 3.70 | 74,203.46 |
| 0.00 | 0.00 | 337.50 | 0.00 | 0.00 | 0.00 | 345.63 | 0.00 | 61.87 | 0.00 | 118,038.44 |
| 0.00 | 0.00 | 214.98 | 0.00 | 0.00 | 0.00 | 24.66 | 0.00 | 12.75 | 3.47 | 98,135.32 |
| 0.00 | 0.00 | 539.22 | 0.00 | 0.00 | 0.00 | 65.67 | 0.00 | 94.31 | 4.26 | 216,871.26 |
| 0.00 | 0.00 | 2,068.31 | 0.00 | 4.08 | 8.16 | 21.43 | 0.00 | 40.92 | 0.00 | 184,310.68 |
| 0.00 | 0.00 | 205.70 | 0.00 | 0.00 | 0.00 | 21.59 | 0.00 | 36.54 | 0.00 | 160,322.52 |
| 71.29 | 0.00 | 6,857.96 | 0.00 | 24.49 | 48.96 | 948.72 | 0.00 | 999.35 | 61.43 | 4,402,763.82 |

City of Fayetteville

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

City Council Action Memo

File Number: 18-550

Agenda Date: 11/26/2018

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Administrative
Reports

Agenda Number: 8.02

TO: Mayor and Members of City Council

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

FROM: Kristoff Bauer, Deputy City Manager

DATE: November 26, 2018

RE:

Fort Bragg Army Community Partnership Program - Intergovernmental Service
Agreements (IGSA's)

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goals V & VI: Sustainable Organizational Capacity & Partnerships

Executive Summary:

Fort Bragg kicked off an Army Community Partnership (ACP) program with a conference held on 25 June 2018 (see letter attached). This event utilized a facilitator to explore opportunities to partner with governmental entities to enhance operational efficiency or other improve services on Fort Bragg. A number of opportunities for partnerships for a number of services were discussed including; environmental services, custodial services, landscape maintenance, and building maintenance. This report will update Council on the progress of these discussions.

Background:

The City of Fayetteville worked with Fort Bragg to develop a new contracting methodology for military bases allowing them to contract directly with local governments. Authorized by an act of congress, InterGovernmental Service Agreements ("IGSA's") can be directly negotiated and awarded without bid. They are a simplified contracting form exempt from

most federal regulation. They were initially authorized for up to five years, but have been expanded to now support terms of up to ten years. The City has two current IGSA's with Fort Bragg; custodial and building maintenance services at the Airborne & Special Operations Museum.

The Garrison requested that the City work with them to explore additional IGSA's in 2016 relating to solid waste, road maintenance, and PSAP/E911 operations. Staff included some analysis related to this request into the contract with GBB Solid Waste Management Consultants who were already contracted to analyze solid waste operations and outsourcing in response to a Council Initiative. When this issue came to Council, however, the partnership on solid waste was not supported and the consensus of Council was that staff should not engage in any further discussions regarding IGSA's with Fort Bragg without the prior authorization of Council.

Staff brought the ACP request to Council for discussion during the August 6th Work Session. The consensus of Council supported the City partnering with Ft. Bragg to accomplish its service needs. After meetings including diverse service providers from public safety to parks, four areas in which the City has some experience and significant resources were identified:

- Environmental Services (solid waste, yard waste, and recycling collection)
- Building Maintenance
- Custodial Services
- Landscape Maintenance

Two other ideas came out of these conversations. The first is an opportunity to exchange soils was identified and a no cost IGSA was developed. Once executed, this will allow the City and Ft. Bragg Department of Public Works ("DPW") to exchange materials ton for ton without cost. Each party would cover their own loading and trucking costs. The second is the ability for the City to partner with Ft. Bragg to develop sports fields on acreage at the corner of McArthur Rd. and I-295.

Ft. Bragg had also initially identified an interest in partnering on public transit services, but they have not been able to clear administrative obstacles to their constructive participation in substantive conversations. This effort has been abandoned as a result.

Issues/Analysis:

Environmental Services:

Ft. Bragg had requested a proposal for providing environmental services by January, 2019, in order to align with their current contract termination and renewal options. The current uncertainty regarding the City's environmental services operations as the Council considers outsourcing this service made developing such a proposal impossible. Staff has withdrawn from discussions regarding this service area.

Sports Field Project:

Initial discussions regarding the use of the property on McArthur Rd. focused on the City obtaining an easement which was described as a straight forward process involving

decisions made at the level of the local garrison command. On following up, however, the process has shifted to the development of a lease agreement. This is a multistep process that will take longer. The most aggressive potential process and timing is described as follows:

Summary (of a fast track leasing method):

4 months - ECP and MOA/MOU (working concurrently)

1 month to prepare package

2 months to procure lease

Total about 7+ months

Building Maintenance:

The same City staff that is developing the proposals for custodial and landscape maintenance services will be heavily involved in developing this proposal. Staff has asked DPW to hold this issue until after the heavy lifting has been completed on the other two proposals.

Custodial Services:

Staff has worked with Ft. Bragg DPW to develop a proposal to meet their needs. It was developed based on the detailed service requirements provided by DPW and similar agreements executed with other cities. The proposal is summarized in the table below:

This is based on the addition of over 60 personnel, 14 vehicles, and other related costs. One area still under development is the plan for operational space on post from which to deliver these services. Staff will be touring the base with DPW staff to confirm assumptions made in development of this proposal and to explore alternatives to provide on post operational space.

Landscape Maintenance

A similar proposal has been developed for landscape maintenance. Based on the initial conversation, however, DPW has asked that the City consider and price additional scope. The City has not received the specifications for this additional work at the time of this report. Preliminary estimates include 19 positions and 15 vehicles and equipment for a total cost in excess of \$1.4 million. These estimates will change based on the anticipated increase in the scope of the request.

Timing

DPW has asked that the City be ready to initiate service Oct. 1, 2019. We have communicated that the City will need at least six months advance notice to initiate service. That means that any IGSA would need to be finalized and approved by both the City and DOD by the end of March, 2019. I don't think that this date is realistic based on the time it has taken for the DOD to finalize and approve prior agreements.

Management Structure

It will be important for the City to have a supporting structure in place to provide adequate supervision and management of these new obligations. The City Manager's Office has developed a plan that includes the addition of a new director level position to manage key

contracted services such as Fleet and these contracts should they come to fruition. The costs of adding this position would be easily covered by the administrative fee currently built into the proposals, but moving forward will depend upon if these IGSA's are, in fact, entered into.

Budget Impact:

None of the revenues, expenditures, or positions included in these proposals are currently budgeted. Initiating service by Oct. 1, 2019, would require budget authorization in FY 19 in order to initiate filling positions, training, and acquiring equipment in advance of that service delivery date. Revenues, however, would occur in the FY20 budget. Staff will provide recommended strategies for managing this cash flow issue should the IGSA's proceed.

Options:

This item is an update only

Recommended Action:

No Action.

Attachments:

Army Community Partnership Invitation



**DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FT BRAGG
2175 REILLY ROAD, STOP A
FORT BRAGG NORTH CAROLINA 28310-5000**

May 14, 2018

Office of the Garrison Commander

Dear Community Member:

I would like to extend an invitation to participate in an upcoming series of collaborative meetings supporting the Army Community Partnership (ACP) Program at Fort Bragg. This program leverages the strengths of federal, state, and local governments to form partnerships that increase efficiencies and produce cost savings. The ACP program has proven to be successful in producing a wide-range of mutually-beneficial partnerships with communities across the country.

I am excited to host this program at Fort Bragg and continue our tradition of working with our supportive civilian counterparts. I would appreciate your attendance at the Needs and Capacities Conference on 25 June 2018 at the Fort Bragg Family Readiness Group Center from 1:30 p.m. to 5:00 p.m. The enclosed tri-fold brochure provides further information about the ACP program.

To maximize the benefits of this effort, we intend to explore a wide range of potential partnerships. The attached Organizational Profile sheet, which we ask that you complete, will assist us in identifying potential partnership opportunities. Specifically, we are looking for representatives in the following areas:

- Local, State, Federal Government
- Education/Universities
- Environmental
- Planning
- Recreation
- Public Works
- Fire
- Emergency Services
- Police
- Hospitals

To implement this effort, we developed a plan that includes three engagement workshops which are also described in the brochure. We will follow this letter with an Outlook Calendar invitation to designated attendees to ensure the meeting date is included on everyone's calendar.

Please send your completed Organizational Profile and RSVP with the name(s) and contact information of the representative(s) from your organization who will be attending, no later than 4 June 2018 to John Broughton at jbroughton@siasolutions.com or 540-809-3080. You may bring an additional staff member with you. If you know of others that should be included in this partnership effort, please provide their contact information in your response.

A map and access instructions to the Fort Bragg Installation are also included.

I appreciate your time and consideration.

Sincerely,



Kyle A. Reed
U.S. Army
Garrison Commander

Enclosures