



FAYETTEVILLE CITY COUNCIL
AGENDA
JANUARY 3, 2012
5:00 P.M.
Lafayette Room

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 APPROVAL OF AGENDA

4.0 OTHER ITEMS OF BUSINESS

4.1 Update/Overview of Fayetteville 250th Celebration

Presented By: Michael Gibson, Parks and Recreation Director

4.2 Update from LSV Partnerships on Substation(s)

Presented By: Chris Franks, LSV Partnership Representative

4.3 Calendar 2012 Federal Legislative Agenda Preliminary Draft

Presented By: Rebecca Rogers-Carter, Management Services Manager
and Leslie Mazingo, The Ferguson Group

4.4 Police - Consent Search Update

Presented By: Tom Bergamine, Chief of Police

4.5 Community Development - Substantial Amendment of the 2011-2012
Community Development Annual Action Plan for funding for
the construction of a neighborhood resource center by Fayetteville
Metropolitan Housing Authority in the HOPE VI Revitalization Project area.

Presented By: Victor Sharpe, Community Development Director

4.6 Proposed Outsourcing of Environmental Services Waste Collection

Presented By: Doug Hewett, Assistant City Manager

4.7 Deleting Having a Primary Election

Presented By: D.J. Haire, Mayor Pro Tem

4.8 Bulky Item Pick Up Policy

Presented By: Keith Bates, Council Member

4.9 Mayor Pro Tem Selection Process

Presented By: Council Member Haire

5.0 ADJOURNMENT

CLOSING REMARKS

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.

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 in the Executive Offices, Second 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 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 non-public hearing item may submit written materials to the City Council on the subject matter by providing twenty (20) 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.

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 Ron McElrath, ADA Coordinator, at rmcelrath@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 COUNCIL ACTION MEMO

TO: Mayor and City Council Members
FROM: Michael Gibson, Parks and Recreation Director
DATE: January 3, 2012
RE: **Update/Overview of Fayetteville 250th Celebration**

THE QUESTION:

RELATIONSHIP TO STRATEGIC PLAN:

BACKGROUND:

An outline of upcoming events for the 250th celebration of year long activities will be presented by Ms. Carrie King, Executive Director of the Dogwood Festival Committee.

ISSUES:

BUDGET IMPACT:

OPTIONS:

RECOMMENDED ACTION:

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Tom Bergamine, Chief of Police
DATE: January 3, 2012
RE: **Update from LSV Partnerships on Substation(s)**

THE QUESTION:

LSV Partnership conducted an analysis/study on specific site locations and preliminary design considerations for full service police district substations.

RELATIONSHIP TO STRATEGIC PLAN:

- Great Place to Live: A Clean and Safe Community
- Desirable Neighborhoods: Safe and Secure Neighborhoods

BACKGROUND:

City Council directed the Chief of Police to study the potential for locating police substations. LSV Partnership was selected to complete the study. They are prepared to give their recommendations at this time.

ISSUES:

LSV Partnership is here to brief City Council on the progress and results of the study.

BUDGET IMPACT:

\$50,000 allocated for this project.

OPTIONS:

Implement recommended suggestions for substations.

Do not implement recommended suggestions for substations.

RECOMMENDED ACTION:

This item is for discussion purposes only. Council discussion regarding the process for considering funding, location, and other related policy decisions is sought.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of the City Council
FROM: Rebecca Rogers-Carter, Management Services Manager and Leslie Mazingo, The Ferguson Group
DATE: January 3, 2012
RE: **Calendar 2012 Federal Legislative Agenda Preliminary Draft**

THE QUESTION:

Does the attached Calendar 2012 Federal Legislative Agenda Preliminary Draft meet Council interest?

RELATIONSHIP TO STRATEGIC PLAN:

This item supports the goal of More Efficient City Government which seeks to efficiently invest in the City's infrastructure, facilities and equipment.

BACKGROUND:

The City, Cumberland County and the Fayetteville-Cumberland County Chamber of Commerce have partnered with The Ferguson Group to develop a community-wide federal legislative agenda for calendar year 2012. This partnership has returned more than \$46,613,900 in federal assistance to the community since its inception in 2005.

In order to continue these successful efforts, the partners met November 30 in a series of meetings with City and County department heads to discuss community federal advocacy needs with The Ferguson Group lobbyists Leslie Mazingo and Debra Bryant. During the day-long conference, time was allocated for City Council members and County Commissioners to meet with the lobbyists.

Based on these sessions with elected officials and local government staff, The Ferguson Group developed a preliminary draft of the Calendar Year 2012 Federal Legislative Agenda for your review and discussion. The agenda is based on projects and issues which the partners identified as community priorities and which the lobbyists think federal grants can be successfully secured. The initiatives are not listed in priority order.

This agenda represents a major change from years past. Rather than focusing on earmarks, it now focuses on federal grant opportunities. Ms. Mazingo will explain this year's process and The Ferguson Group's shift to providing competitive grant services.

ISSUES:

The attached Calendar 2012 Federal Legislative Agenda Preliminary Draft does not include state legislative issues that we will share with our Congressional delegation.

BUDGET IMPACT:

N/A

OPTIONS:

For discussion purposes.

RECOMMENDED ACTION:

Provide feedback regarding the agenda so that a final version can be prepared and presented for approval.

ATTACHMENTS:

Federal Legislative Agenda



**City of Fayetteville, Cumberland County and Fayetteville - Cumberland County Chamber
North Carolina
2012 FEDERAL AGENDA (Calendar)
Preliminary Draft**

FUNDING AND ADVOCACY OPPORTUNITES

STRATEGIC INITIATIVES	DESCRIPTION	ACTION PLAN
Murchison Road Corridor Development	Seek federal funding opportunities and leverage partnerships in an effort to promote economic development along the Murchison Road corridor.	Choice Neighborhoods
Public Safety Initiatives	<ul style="list-style-type: none"> • Gang intervention and youth programs • Interoperability (Radios and technology) • Consolidation of E911 • Pandemic and bioterrorism planning • Joint Emergency Operations Center • Domestic violence programs in support of the Family Justice Center • Construction of approved police substations • Upgrades for fire facilities and equipment. 	<ul style="list-style-type: none"> • FEMA • Department of Justice • Partner with Communicare • Advocacy: Draft letter to delegation and agencies explaining why local officers need technology assistance • The Assistance to Firefighters program.
Multimodal Center	Seek federal funding opportunities to complete construction of the Multimodal Center facility.	Bus Livability program in FY12
Homelessness	The partnership supports legislation that increase federal resources to prevent and end homelessness. Seek federal funding opportunities and leverage partnerships (CCAP) for this and to fund permanent affordable housing.	<ul style="list-style-type: none"> • Homeless Vets Reintegration • Homeless Continuum of Care • CDBG
Partnership for Defense Innovation (PDI)	Wi-Fi Laboratory Testing and Assessment Center \$5 million funding to research and develop cellular capabilities on the battlefield.	<ul style="list-style-type: none"> • Defense Department, Defense-Wide, RDT&E, Special Operations Advanced Technology Development and/or TSWG • Explore SBIR/STTR for assistance to defense technology entrepreneurs.
Texfi Plant	Seek federal funding opportunities to mitigate and prevent spread of contaminates on site and to protect water supply.	<ul style="list-style-type: none"> • EPA Brownfield • EDA grant • CDBG funding/HUD 108 loan.
Transportation	<ul style="list-style-type: none"> • Identify and support funding for rural public transportation • Support efforts to create direct flights from Fayetteville to D.C. • I-295 Loop • Murchison Road • Transportation, Community and System Preservation. 	<ul style="list-style-type: none"> • US Department of Transportation • Advocacy for Surface Transportation Authorizations and Direct flight to D.C.



STRATEGIC INITIATIVES	DESCRIPTION	ACTION PLAN
Parks and Recreation	Identify ways to support efforts to increase funding for parks and recreation facilities and programs. Specifically, identify funding opportunities for construction of facilities listed in Parks and Recreation Master Plan.	<ul style="list-style-type: none"> • Urban Revitalization and Liveable Communities Act • PARTF • Recreational Trails Program • Advocacy: Draft letter to delegation requesting assistance.
Workforce Development	Seek federal funding opportunities and leverage partnerships to meet the workforce development challenges and evolve into a high quality community workforce. Goals include an increase in workforce training opportunities for residents to gain and enhance job skills in key community industries.	Research funding opportunities that the partnership would be eligible to apply.
Community Well-being	<ul style="list-style-type: none"> • Mental health • County needs funding for public health records management and digitization • Support better financial mechanisms for those children who are in the foster care system. 	Research funding opportunities that the partnership would be eligible to apply.

FUNDING AUTHORIZATIONS

PROJECT	DESCRIPTION	ACTION PLAN
Military Business Park (MBP)	Transportation Department, Federal Highway Administration, for transportation network surrounding the MBP.	Efforts ongoing from 2011.
Transit Operations	FAST requesting flexibility in the use of formula federal funds that best serves local needs.	Discuss with APTA and analyze potential for amendment to surface transportation bill.
Sanitary Sewer System	Expand Water Resources Development Act (WRDA) authorization from \$6 million to \$20 million and modifications to language.	<ul style="list-style-type: none"> • Efforts ongoing from 2011. • Efforts to fund 2007 WRDA authority have not been available. Notify County and City if this changes.



ADDITIONAL PRIORITIES AND LEGISLATIVE POLICY ITEMS

ISSUE	DESCRIPTION	ACTION PLAN
Unfunded Mandates	Oppose legislation that imposes unfunded mandates on local government.	Keep partnership aware of potential threat(s) by unfunded mandates.
Sustainability	Funding needed for energy efficiency retrofits on public buildings, and working with private companies to deploy solar energy on local government-owned land.	Research funding opportunities that the partnership would be eligible to apply.
Abandoned Home Removal	Keep partnership informed on funding available to assist in transforming vacant and blighted properties near Fort Bragg.	Recommend applying to EPA/HUD for Technical Assistance.
Stormwater	Identify federal funding for unfunded county-wide stormwater needs, such as a land and soil use test and environmental master plan for areas east of the river and funding for city's stormwater infrastructure needs.	Research funding opportunities that the partnership would be eligible to apply.
Air Quality	Monitor any changes to plans for Revised Ozone National Ambient Air Quality Standards postponed until 2013.	
National Associations	Support federal priorities of the National Association of Counties, National League of Cities, and the NC Chamber.	

FOR MORE INFORMATION CONTACT:

Debra Bryant
 (202) 331-8500
dbryant@tfgnet.com



Leslie Mozingo
 (336) 766-1801
lmozingo@tfgnet.com

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Tom Bergamine, Chief of Police
DATE: January 3, 2012
RE: **Police - Consent Search Update**

THE QUESTION:

During the October 3, 2011 City Council Work Session, the City Council accepted the recommendations of the Fayetteville Police Department with regards to modifications of the traffic stop consent search procedures. Are these changes being implemented effectively?

RELATIONSHIP TO STRATEGIC PLAN:

- Growing City, Livable Neighborhoods - A Great Place to Live
- More Attractive City - Clean & Beautiful
- Greater Community Unity - Pride in Fayetteville
- Revitalized Downtown - A Community Focal Point

BACKGROUND:

During the Work Session on October 3, 2011 regarding traffic stop vehicle consent searches, Council directed that the following changes occur:

- 1) Documents an articulable reason for the consent search.
- 2) Track the location and time of the consent searches.
- 3) Move forward with the purchase of additional in-car cameras.
- 4) Reinstitute Study Circles
- 5) Develop an implementation plan and schedule.

Staff will provide a status report on progress made since October 3, 2011.

ISSUES:

- 1) Utilize a module in our current Records Management System by police officers using their mobile data terminals (laptops) to capture the articulable reason and location of the consent search.
- 2) Extensive training of all police officers (two month time frame). These training sessions would be in November 2011 through December 31, 2011 and will be conducted by the Police Attorney/Legal Advisor.

BUDGET IMPACT:

- 1) Purchase and installation of 63 in-car cameras.
- 2) Costs associated with implementing Study Circles.

OPTIONS:

RECOMMENDED ACTION:

This is an update regarding implementations of previous Council direction.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Victor Sharpe, Community Development Director
DATE: January 3, 2012
RE: **Community Development - Substantial Amendment of the 2011-2012 Community Development Annual Action Plan for funding for the construction of a neighborhood resource center by Fayetteville Metropolitan Housing Authority in the HOPE VI Revitalization Project area.**

THE QUESTION:

Is a substantial amendment to the 2011-2012 Annual Action Plan to use Community Development Block Grant funds consistent with the City's commitment to the HOPE VI Revitalization project?

RELATIONSHIP TO STRATEGIC PLAN:

Growing City, Livable Neighborhoods - A Great Place to Live

BACKGROUND:

- The City of Fayetteville has committed \$937,500 of Community Development Block Grant (CDBG) funds to the Fayetteville Metropolitan Housing Authority (FMHA) over a five-year period as part of its commitment to the Old Wilmington Road HOPE VI Revitalization Project.
- Currently these funds have been approved for the acquisition of land to construct single family affordable housing.
- FMHA has determined that the entire amount allocated is not needed for land acquisition in meeting their five year deadline for completing the project.
- To date the City has approved and budgeted \$749,000 as part of the funding for the acquisition of land for single family housing development. The remaining \$188,500 is scheduled to be budgeted for the 2012-2013 program year.
- FMHA has requested to use the current budgeted amount of \$749,000 for the construction of the neighborhood resource center that will be rebuilt on Old Wilmington Road. The remaining amount of \$188,500 proposed for next year's budget will be used for acquisition of land to continue the construction of single family affordable housing.
- The Fayetteville Redevelopment Commission considered this item on December 14, 2011 and recommended approval of the substantial amendment.

ISSUES:

The budgeted CDBG funds need to be expended as soon as possible to assure that we meet the required timeframe for expending these funds.

BUDGET IMPACT:

The amendment will allow a change in the use of Community Development Block Grant funds already committed to the Old Wilmington Road HOPE VI Revitalization Project.

OPTIONS:

Presented for informational purposes.

RECOMMENDED ACTION:

This item will be placed on the City Council's January 23, 2012 agenda for a public hearing.

CITY COUNCIL ACTION MEMO

TO: Mayor and Members of City Council
FROM: Doug Hewett, Assistant City Manager
DATE: January 3, 2012
RE: **Proposed Outsourcing of Environmental Services Waste Collection**

THE QUESTION:

Does outsourcing the City's garbage collection increase government efficiency and ensure continued high quality municipal services for our community?

RELATIONSHIP TO STRATEGIC PLAN:

This item supports the City's goal of a More Efficient City Government which seeks to ensure that the City of Fayetteville delivers municipal services in a cost-effective manner with a high level of customer satisfaction. This item is a high policy agenda item and is a target for action in FY 2012.

BACKGROUND:

In February 2011, Council tasked City staff with investigating potential savings in outsourcing a portion of the City's garbage collection. Competition with the private sector can sometimes increase government efficiency. But privatization also has risks. Government's role of protecting the public health, safety and wellbeing makes it necessary to ensure that privatization does not place those services beyond the control of the public's representation (elected officials). The City undertook a thorough analysis to determine the effects of outsourcing a portion of the City's garbage collection.

Firstly, staff developed a Request for Proposal (RFP) from local vendors for the collection of Monday garbage routes.

- > The RFP was developed by the Purchasing Department at PWC, in consultation with the City Attorney's Office, the City Manager's Office and Environmental Services.
- > This proposal was based on the City of Charlotte's managed competition model for waste collection.
- > The current contract with the City holds with Waste Management for curbside recycling was used as a template to ensure similar language and service standards.
- > Performance requirements and service quality was established.
- > Also included in the RFP were elements of policy from other local municipalities that have investigated outsourcing for their garbage collection services.
- > Research with other municipalities indicated that the best practice for beginning an outsourcing program should involve only a portion of the City's service, to allow the City to maintain control. Therefore, the RFP was developed on the basis that a quarter of the City's routes would be considered for outsourcing.
- > PWC received five submissions from local vendors.
- > All of the vendors submitted proposals with a base first year cost per household, and a Consumer Price Index (CPI) inflation allowance that would be assessed each June for a period of four additional years, for a total five year contract.
- > The vendors varying profit structures, retirement and benefit plans, and economies of scale offer explanation of the substantial differences in the submitted proposals.
- > The highest proposal was from Inland Service Corporation with \$9.49 cost per household per household per month (CPHHPM) for the first year. The lowest proposal was submitted by Waste Management of Carolinas, Inc. at \$3.99 CPHHPM for the first year.

Secondly, City staff developed a thorough cost analysis of the Environmental Services curbside waste collection program to determine the City's current CPHHPM for consideration and comparison with the outside bidders and to determine the human and financial impact for the department should outsourcing be approved.

- > The analysis determined that the CPHHPM under our current service delivery structure which utilizes both the semi-automated and fully-automated trucks is \$3.59.

- > Citywide indirect costs were not included in CPHHPM. (i.e. Finance, HRD, CMO cost allocation).
- > Environmental Services administration costs were not included in the CPHHPM

Summary

If the City entered into an agreement with the lowest bidder, the annual cost would be \$718,200.	\$718,200
The City would then reduce equipment and staff accordingly ("go away costs"), choosing the most inefficient service delivery options to cut, which would further increase overall efficiencies. In this case, it would result in cutting 5 semi-automated trucks and 10 employees.	(\$684,000)
Total resources needed above the current General Fund appropriation	\$34,200

The Environmental Services department can perform the job at the lowest cost to the City, while still maintaining desired service levels and protecting the public interest.

ISSUES:

An additional impact of outsourcing:

- > The City's entire service route plan for garbage collection would be revised, potentially changing all residents' service days. Considerable advertisement would be needed to notify all City residents of the change in service, resulting in additional costs to the City and an increase the demand on the City's Call Center. An estimate for \$25,000 in advertising is based on FY 08 route change advertising.
- > The RFP was issued on September 26. The pre-bid conference was held on October 6. The proposals were due October 20.
- > Possible bid award from Council January 9 or 23.

BUDGET IMPACT:

Additional budget appropriation of \$34,200 for service provider and \$25,000 for advertising.
Total \$59,200

OPTIONS:

1. Outsource a quarter of the City's residential garbage collection routes and continue to evaluate services for efficiency.
2. Do not outsource a quarter of the City's residential garbage collection routes, but continue to evaluate services for efficiency.

RECOMMENDED ACTION:

Do not outsource a quarter of the City's residential garbage collection routes, but continue to evaluate services for efficiency.

ATTACHMENTS:

- Map of Proposed Outsourced Areas
- Financial Summary of Current Waste Collection & Disposal Services
- Solid Waste Collection Disposal Bid Tabulation
- RFP - Solid Waste

Cost Analysis for 1/4 of the City of Fayetteville Garbage Collection
Services Provided with 3 Semi-Automated Trucks and 2 Fully-automated Trucks and 8 employees

General Information

Proposal:	Customers	15,000	
	Trucks		
Target Start Date: 07/01/12	Needed	5	80

	Quantity FY 2013	Quantity FY 2014	Quantity FY 2015	Quantity FY 2016	Quantity FY 2017		Estimated Total Cost FY 2013	Estimated Total Cost FY 2014	Estimated Total Cost FY 2015	Estimated Total Cost FY 2016	Estimated Total Cost FY 2017
Personnel Semi-Automated						FY12 Base	FY12 Benefits	Assumed inflationary increase		2.5%	
EOII	3	3	3	3	3	\$25,443.00	\$10,537.18	110,639.06	113,405.04	116,240.17	119,146.17
Collector	3	3	3	3	3	\$22,214.40	\$9,978.31	98,992.59	101,467.41	104,004.09	106,604.19
EOII Holiday Overtime	240	240	240	240	240	\$12.23	\$2.12	3,529.37	3,617.60	3,708.04	3,800.74
Collector Holiday Overtime	240	240	240	240	240	\$10.68	\$1.85	3,082.06	3,159.11	3,238.09	3,319.04
Total Salaries								216,243	221,649	227,190	232,870
Personnel Fully-Automated						FY12 Base	FY12 Benefits	Assumed inflationary increase		2.5%	
EOII	2	2	2	2	2	\$25,443.00	\$10,537.18	73,759.38	75,603.36	77,493.44	79,430.78
EOII Holiday Overtime	160	160	160	160	160	\$12.23	\$2.12	2,352.91	2,411.73	2,472.03	2,533.83
Total Salaries								76,112	78,015	79,965	81,965
Operating Semi-Automated						Quantity	Cost Per Unit	Assumed inflationary increase		3.5%	
Vehicle Fuel	3	3	3	3	3	12,597.00		39,113.69	40,482.66	41,899.56	43,366.04
Uniforms	6	6	6	6	6	382.00		2,372.22	2,455.25	2,541.18	2,630.12
Truck Supplies	3	3	3	3	3	50.00		155.25	160.68	166.31	172.13
Truck Maintenance	3	3	3	3	3	31,136.61		96,679.17	100,062.94	103,565.14	107,189.92
Total Operating								138,320	143,162	148,172	153,358
Operating Fully-Automated						Quantity	Cost Per Unit	Assumed inflationary increase		3.5%	
Vehicle Fuel	2	2	2	2	2	22,675.00		46,937.25	48,580.05	50,280.36	52,040.17
Uniforms	2	2	2	2	2	382.00		790.74	818.42	847.06	876.71
Truck Supplies	2	2	2	2	2	50.00		103.50	107.12	110.87	114.75
Truck Maintenance	2	2	2	2	2	31,136.61		64,452.78	66,708.63	69,043.43	71,459.95
Total Operating								112,284	116,214	120,282	124,492
Other						Quantity	For 1/4 of HH Routes	Assumed inflationary increase		3.5%	
Estimated cost for liability damage claims						4,083.85		4,226.78	4,374.72	4,527.84	4,686.31
Liability Insurance Allocation per Vehicle	5	5	5	5	5	138.87		718.63	743.79	769.82	796.76
Liability Insurance Allocation per Employee	8	8	8	8	8	113.03		935.86	968.61	1,002.51	1,037.60
Total Annual Capital Cost Estimate								5,881	6,087	6,300	6,521
Capital						Quantity	Cost Per Unit	Assumed inflationary increase		2.5%	
Avg. Cost Per Semi-Auto Allocated over 10 yrs	3	3	3	3	3	16,917.60		52,021.62	53,322.16	54,655.21	56,021.59
Avg. Cost Per Fully-Auto Allocated over 10 yrs	2	2	2	2	2	22,129.40		45,365.27	46,499.40	47,661.89	48,853.43
Total Annual Capital Cost Estimate								97,387	99,822	102,317	104,875
Total Estimated Cost Summary											
Estimated Annual Expenditures								646,228	664,949	684,227	704,080
<i>Number of Households</i>	15,000										
Estimated Annual Cost Per Household								43.08	44.33	45.62	46.94
Estimated Monthly Cost Per Household								3.59	3.69	3.80	3.91
Estimate Average Monthly Cost over 5 yr period										3.80	

**PUBLIC WORKS COMMISSION/CITY OF FAYETTEVILLE
SOLID WASTE COLLECTION AND DISPOSAL SERVICES
BID DATE: OCTOBER 25, 2011; 5:00 P.M.**

BIDDERS	INSURANCE	5% BID BOND	COST PER HOUSEHOLD PER MONTH	HOURLY RATE FOR ADDITIONAL COLLECTION AND DISPOSAL SERVICES PER HOUR	15,000 HOUSEHOLDS X COST PER HOUSEHOLDS PER MONTH X 12 MONTHS
Waste Industries, LLC 3301 Benson Road Raleigh, NC 27609	✓	✓	\$4.86	\$200.00	\$874,800.00
Waste Management of Carolinas, Inc. 10411 Globe Road Morrisville, NC 27560	✓	✓	\$3.99	\$123.81	\$718,200.00
Republic Services of North Carolina 1220 Commerce Street, SW, Box 1 Conover, NC 28613	✓	✓	\$5.25	\$275.00	\$945,000.00
Inland Service Corporation 8404 E. Gore Boulevard Lawton, Oklahoma 73501	✓	✓	\$9.49		\$1,708,200.00
Advanced Disposal Services Carolinas, LLC 1100 W. Craighead Road Charlotte, NC 28206	✓	✓	\$5.22	\$115.00	\$939,600.00

**CITY OF FAYETTEVILLE
REQUEST FOR PROPOSALS
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES
GENERAL TERMS AND CONDITIONS**

- 1. SCOPE:** The City of Fayetteville, North Carolina, is seeking proposals from qualified contractors to provide for the collection and disposal of residential solid waste in certain areas of the City. The successful contractor shall be required to provide all supervision, labor, equipment and materials necessary to perform the work in strict accordance with the requirements of this Request for Proposals.

- 2. PROPOSAL DUE DATE AND TIME:** Proposals shall be received in the City of Fayetteville/PWC Purchasing Office, PWC Operations Center, 2nd floor, 955 Old Wilmington Road, Fayetteville, North Carolina, no later than 5:00 p.m., Thursday, October 20, 2011. Proposals received after the stated date and time will not be considered and will be returned to the bidder unopened.

- 3. PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at **10:00 a.m., Thursday, October 6, 2011,** in the Environmental Services Conference Room, 455 Grove Street, Fayetteville, North Carolina. Interested bidders are strongly encouraged to attend.

- 4. SUBMISSION REQUIREMENTS:** In order to be considered, Proposals shall be submitted in the following manner:
 - Proposals shall be submitted on the forms contained herein, or exact copies thereof.
 - All requested bid amounts shall be filled in (typewritten or ink only).
 - All required information (qualification based requirements) shall be submitted with the bid.
 - Proposals shall be submitted in a sealed opaque envelope plainly marked with the bidder's name, bid title and due date on the front of the envelope.
 - Bids may be mailed to the City/PWC Purchasing Department, c/o Public Works Commission, Attention: Gloria Wrench, Purchasing Manager, P.O. Box 1089, Fayetteville, North Carolina, 28302; or can be delivered in person or by express mail to the City/PWC Purchasing Department, Attention: Gloria Wrench, Purchasing Manager, 955 Old Wilmington Road, Fayetteville, North Carolina 28301. The bidder shall be fully responsible for the timely delivery of their bid. The City or PWC will not be responsible for the late delivery of a bid by mail or express delivery service.
 - Modifications to previously deposited proposals or requests for withdrawal will be acceptable only if delivered in writing, in a sealed envelope, prior to the time and date specified for the receipt of proposals.

- Unit prices quoted in the Proposal shall include overhead and profit and shall be the full compensation for the Contractor's cost (all supervision, labor, equipment and materials) involved in the work.

5. QUESTIONS OR CLARIFICATIONS: All questions or requests for clarifications shall be submitted in writing to Gloria Wrench, Purchasing Manager, by fax at (910) 483-1429, or by e-mail to gloria.wrench@faypwc.com, no later than 5:00 p.m., Friday, October 7, 2011.

Bidders are expressly prohibited from contacting any City or PWC official or employee associated with this Request for Proposals, except in the manner noted above. Violation of this prohibition may constitute grounds for the immediate disqualification of the bidder.

- 6. ADDENDA:** All changes or clarifications to the specifications will be issued in writing in the form of an Addendum. Any addenda to the specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. It shall be the Bidder's responsibility to ascertain prior to the proposal due date and time, the addenda issued and to ensure that their bid includes any changes thereby required. Verbal clarifications shall not be binding on the City.
- 7. ACCEPTANCE AND REJECTION:** The City of Fayetteville reserves the right to accept or reject any or all proposals; award contract in the best interest of the City; and waive all informalities concerning bid. Proposals may be rejected if they show any omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.
- 8. WITHDRAWAL OF PROPOSAL:** Proposals will be examined promptly after opening and an award will be made at the earliest possible date. No proposals may be withdrawn for a period of ninety (90) calendar days after the date stated for receipt of proposals.
- 9. BID BOND:** Each Proposal must be accompanied by a cash deposit, certified check or cashier's check drawn upon a bank insured by the Federal Deposit Insurance Corporation, payable to the City of Fayetteville in an amount equal to five percent (5%) of the total aggregate amount of the bid or bids, as a guarantee that the Contract will be entered into if awarded to the Bidder and that the bond will be executed. In lieu thereof, a bid bond in the amount of five percent (5%) of the total bid, may be submitted. Bid Bonds shall be conditioned that the Surety will upon demand, forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract within ten (10) days after the award as required by law.

Bidders are cautioned to advise their Surety representatives who prepare the bid bond that the North Carolina form must be used. Failure to submit on this form may cause the bid to be declared non-responsive.

10. PERFORMANCE AND PAYMENT BONDS: The Contractor, at the time of the execution of the Contract, shall be required to submit a Performance Bond and Labor and Material Payment Bond, each in the amount of 100% of the first year contract price, as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials and equipment in connection with this Contract, in accordance with N.C.G.S. Chapter 44A, Article 3.

The corporate surety furnishing the bonds shall be authorized to do business in the state of North Carolina, and shall be acceptable to the City. Attorney's-in-fact who sign Performance and Payment Bonds shall file with each bond a certified and effectively dated copy of their power of attorney.

In all Performance and Payment Bonds, the provision that no suit, action, or proceeding by reason of any default whatsoever shall be brought on this Bond after a specified number of months shall be fixed at twelve (12) months. The face value of the Bond shall be one-hundred percent (100%) of the first year Contract amount for a period of twelve (12) months following the day when the last of the labor was performed, or equipment was furnished, or final settlement was made with the Contractor, whichever occurs last.

The Contractor shall pay all premiums chargeable for the bonds. The bonds shall be valid and non-cancellable for the period of the Contract and shall be renewed annually upon contract renewal or extension

Whenever the Surety or Sureties on the bond so furnished shall be deemed by the City to be insufficient or unsatisfactory, the Contractor, within ten (10) days after notice to that effect, shall furnish and deliver a new bond to the City in the same penalty and on the same conditions with Surety satisfactory to the City and this duty shall continue on the part of the Contractor, whenever and so often as the City shall require a new bond with a satisfactory Surety or Sureties. If the Contractor shall fail to furnish such bond, within ten (10) days after said notice is mailed to his address, the City through its proper agent or agents, may stop all further work under said Contract and complete the unfinished work at the expense of the Contractor.

11. AWARD OF BID: The City reserves the right to award bid in the best interest of the City taking into consideration price, bidder experience, qualifications, references, etc.

12. BID EVALUATION INFORMATION: In addition to the bid proposal, Contractor shall be required to furnish the following information with their bid:

- Permanent name and address of the place of business.
- The number of regular employees of the organization and length of time the organization has been in business under the present name.
- Qualifications of key employees assigned to the work.
- References for key employees assigned to the work.

- Bonding limits, as well as the name and corporate address of the Surety proposed and the name and address of the responsible local agent.
- The latest financial statement showing assets and liabilities of the company or other information satisfactory to the City.
- A list of all available manpower and equipment.
- A listing of contracts similar in size and scope to the proposed work.
- A complete list of any proposed subcontractors and suppliers.
- A complete list of any pending arbitration or mediation cases or lawsuits. This shall include all arbitration, mediation and lawsuits settled or resolved within the last ten (10) years.
- Copy of current Certificate(s) of Insurance.

The City reserves the right to consider the preceding information, along with cost, in determining the lowest responsive, responsible bidder.

Failure or refusal to furnish any items of information requested by the City shall constitute a basis for disqualification of any Bidder. Should the City adjudge that the apparent low bidder is not the lowest responsible bidder by virtue of the information requested, said apparent low bidder will be so notified.

13.CONTRACTOR'S RESPONSIBILITY: Contractor shall remain an independent Contractor and as such shall be responsible for all financial obligations incurred by it while performing the work described herein, including, but not limited to, labor and insurance.

Contractor is notified that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the work shall apply to the contract throughout, and they are deemed to be included in the contract the same though herein.

All supervision, labor, equipment and materials necessary to perform the work in accordance with the City's requirements shall be the sole responsibility of the Contractor.

The Contractor shall be responsible for inspecting the area where the work is to be performed and thoroughly reviewing the specifications provided herein, prior to submitting a bid. No allowances for additional compensation will be made as a result of the work being of a different nature than contemplated by the Contractor.

14.SAFETY: Safety in, on, or about the work site is the sole and exclusive responsibility of the Contractor. The Contractor's method of work performance, superintendence of the Contractor's employees, and sequencing of work are also the sole and exclusive responsibility of the Contractor.

15.INDEMNIFICATION: Contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, fines, damages, losses and

expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the work, caused by any act or omission of the Contractor, any subcontractor, and anyone for whose acts any of them may be liable. In cases of concurring fault, each party shall bear his share of the loss.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone of whose acts any of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

16.INSURANCE: The Contractor shall at "all" times during the Contract maintain in full force and effect Employee's Liability, Worker's Compensation, Automotive, Public Liability and Property Damage Insurance, including Contractual Liability. Policy limits and insurers shall be acceptable to the City. Prior to commencement of work under this Contract, the Contractor shall be required to furnish Certificates of Insurance or other evidence satisfactory to the City to show that such insurance has been procured and is in full force. The Certificates shall contain the following express obligation:

"This is to certify the policies of insurance described herein have been issued to the insured for whom this Certificate is executed and are in force at that time. In the event of cancellation or a material change in a policy affecting the certificate holder, no less than thirty (30) days prior written notice shall be given to the Certificate Holders."

For the purpose of this Contract, the Contractor shall carry and maintain the following types of insurance with the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employers' Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000

All insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A-IV.

To the extent possible by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

The City shall be included as an additional insured on the aforementioned policies.

17. WARRANTIES, REPRESENTATIONS AND ADDITIONAL COVENANTS OF THE CONTRACTOR:

The Contractor shall:

- a. Obtain all of the appropriate governmental licenses and permits (other than the license and permit granted by the Contract) necessary to perform the work described in the attached specifications and shall maintain such licenses and permits at all times during the contract period. The Contractor shall provide the City, or its designee, with a copy of such licenses and permits upon request.
 - b. Comply with all applicable provisions of federal, state, local and OSHA laws, regulations and environmental standards.
 - c. Be responsible for the conduct and discipline of its employees and provide personnel to perform the work described in the specifications with the proper and necessary skills, experience, knowledge and technical training.
 - d. All tools and equipment, without limitation, to be provided by the CONTRACTOR, shall be in good condition and suitable for the work to be performed hereunder, and shall be properly maintained to insure their availability and efficiency in operation.
 - e. Be responsible for paying all applicable taxes required by the City or the State of North Carolina.
- 18. CONTRACT PERIOD:** Contract shall be awarded for a period of sixty (60) months, for the period beginning July 1, 2012 through June 30, 2017, assuming funds are appropriated annually and the performance of the Contractor is satisfactory (per N.C.G.S. 160A-17). Further assuming that the performance of the Contractor is satisfactory to the City, this contract may be mutually extended for two (2) additional two (2) year terms, unless one party gives the other party at least six (6) months prior written notice of its desire to terminate the Contract at the conclusion of the then contract term.

19. CONTRACT TERMINATION:

- **Non-Appropriation of Funds** – Payment for services awarded under this Contract are subject to an appropriations of funds by the City Council. In the event a sufficient appropriation of funds is not made available to the City for payment of these services, this Contract shall terminate immediately without further obligation of the City.
- **Termination Without Cause** – The City may terminate this Contract at any time without cause by giving ninety (90) days prior written notice to the Contractor.
- **Termination for Cause** – The City may terminate this Contract if the Contractor fails to fulfill or maintain in a timely and proper manner any other obligations, duties or provisions of, or under the Contract, and fails to cure such default upon thirty (30) days written notice from the City. If the default is not capable of cure within the stated thirty (30) day period, the Contractor shall provide written notice to the City, together with a schedule of cure within fifteen (15) calendar days of the City's notice of default; shall begin action to cure the default within the said thirty (30) calendar days; and shall diligently proceed to cure the default. The City may accept the Contractor's schedule of cure; may make a written demand that the Contractor cure the default within a time period set by the City; or may terminate this Contract at the end of the thirty (30) day cure period if the default remains uncured.
- **Other Termination** – The City reserves the right to terminate this Contract if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency or allows any final judgment for the payment of money to stand against him unsatisfied.

20. RATE MODIFICATIONS: The Contractor shall provide and perform all of the work specified herein for the amount indicated on the bid proposal for the first year of the contract period. It is expressly understood that the payment provided for in accordance with the bid proposal shall constitute full and complete payment to the Contractor for all services provided by the Contractor.

The fees or compensation payable to the Contractor for the second and subsequent years of the contract term hereof, shall be adjusted upward or downward to reflect the percentage change in the cost of doing business, as measured by fluctuations in the Municipal Cost Index (MCI), published by the American City & County Magazine or Public Management (PM) Magazine for the preceding twelve (12) month contract period using June of previous year to June of current year timeframe.

21. PAYMENT: The Contractor shall invoice the City for services rendered on or about the 25th of the month and the City shall pay the Contractor within 30 days following the end of the month. Such billing and payment shall be based on the rates and

schedules set forth in the Contract Documents. If there are questions regarding the invoice on collection data, payment shall be guaranteed within (30) days of satisfactory resolution. The City of Fayetteville Environmental Services Director and Contractor shall mutually make a verification and agreement of numbers of households billed on a semi-annual basis. If areas are annexed into the City, Contractor is required to service those added units at the same rate as the rest of the Contract. The City will adjust the monthly billing at the effective date of the annexation.

22. FINANCIAL RESPONSIBILITY: The Contractor shall furnish a financial statement certified by a Certified Public Accountant, at least annually at the end of each contract year. The City reserves the right to request this information at any time, if deemed to be in the best interest of the City.

23. ASSIGNMENT: The Contractor may not assign this agreement or any of its rights, duties or obligations hereunder, or subcontract any of the services to be performed hereunder, without the prior written consent of the City. In the event of an assignment, the assignee shall assume all liabilities and responsibilities specified herein.

24. CHANGES IN CHARTER AND ORDINANCES OF THE CITY: Any change in the existing City Charter or any Ordinance of the City shall not affect the validity hereof or alter, modify or amend the obligations or duties of, or the privileges or benefits occurring to the Contractor hereof, provided however, that any changes in the ordinances of the City relating to solid waste collection and disposal, that are applicable throughout the City shall apply also within the Contractor's service area and Contractor's compensation shall be adjusted for any increased or decreased costs resulting from such changes.

25. EXCLUSIVITY: This agreement is not to be construed as granting the Contractor the sole or exclusive right to perform the same or similar work for the City, and the City hereby expressly reserves the right to contract with any other party for such services, as it deems necessary and appropriate.

26. DISPUTE RESOLUTION:

Operational Disputes: Any dispute regarding the operational performance of the Contract or any interpretation of the Contract shall be submitted in writing to the City's Environmental Services Director. The Environmental Services Director will issue an opinion in writing within thirty (30) days of receipt of such notice. The opinion of the Environmental Services Director may be appealed by the Contractor to the City Manager in writing, within fifteen (15) days from the date of the opinion. The City Manager will render a written decision to the Contractor within thirty (30) days from the date of the appeal. The decision by the City Manager shall be final.

Contractual Disputes: If a dispute arises that cannot be resolved by the personnel directly involved, the dispute shall be referred jointly to the responsible area senior management for the Contractor and the City. The senior management shall exercise good faith efforts to settle the dispute within thirty (30) days (or an extended period, if they so agree) from the date of notice to senior management. In the event that the dispute is not resolved within such period, City and Contractor agree that they shall first submit to mediation any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement (or a breach thereof). Such mediation shall be conducted pursuant to The Mediated Settlement Conference Rules of the 12th Judicial District, Superior Court Division, Cumberland County, North Carolina. The Parties shall equally share the costs associated with mediation (e.g., cost of the mediator). If such mediation is unsuccessful in resolving a dispute, then either Party may seek to have the dispute resolved by a court of competent jurisdiction. The Parties agree that each Party shall be liable for its own attorneys' fees and costs.

27. LIQUIDATED DAMAGES: Refuse collected from the specified Contract Area shall not be mixed or commingled with refuse from other sources, including solid waste not collected from a City residential address. Only those materials collected from the Contract Area shall be disposed of unless specially authorized by the City. The City reserves the right to monitor the performance of the Contractor's duties, including the routes and collections made, customer reports, trips to designated disposal facilities and other destinations, the content of individual loads or portions of loads disposed of at designated disposal facilities, and the Contractor's records at any time, in order to ensure the Contractor is not disposing of material outside the terms of the Contract. Materials disposed of at designated disposal facilities that are not in accordance with the terms of this Agreement shall be considered a default condition. Upon a determination by the City that Contractor has disposed of materials not in accordance with this Agreement, this will also be deemed a default condition. Accordingly, the Company agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- The Contractor must physically remove the improperly disposed of materials within four (4) hours of notification by the City;
- Liquidated damages in the amount of five thousand dollars (\$5,000.00) for the first occurrence of improperly disposed of material;
- For each subsequent occurrence at any non-designated location, during the Contract term, one thousand dollars (\$1000.00) will be added to the previous amount paid (second occurrence will equal six thousand dollars (\$6000.00), third occurrence will equal seven thousand dollars (\$7000.00), etc.);
- The Fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages; and
- Failure by the Company to physically remove the improperly disposed of materials within four (4) hours of notification by the City shall be considered an additional occurrence and shall be treated accordingly.

Excessive missed collections may be considered a default condition. Accordingly, the Company agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- The Contractor shall have eight (8) working hours to pick up the missed collection;
- If the Contractor fails to meet the eight (8) working hour cure period, liquidated damages in the amount of two hundred dollars (\$200.00) per occurrence for the first ten (10) occurrences in any thirty (30) day period; and
- Starting with the eleventh (11th) missed cure collection in any thirty (30) day period, liquidated damages in the amount of four hundred dollars (\$400.00) per occurrence.

The liquidated damages set forth above are not intended to compensate the City for any damages other than inconvenience and loss of use or delay of the services. The existence or recovery of such liquidated damages shall not preclude the City from recovering other damages which the City can document as being attributable to the above referenced failures, including, but not limited to, the cost of internal staff hours or amounts paid to third parties as a result of such problem or delay.

28. GOVERNING LAW: The validity, interpretation, and execution of this Contract and the performance of and right accruing under this Contract are all to be governed by the laws of the State of North Carolina.

29. NOTICES: All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To the City: City of Fayetteville
 433 Hay Street
 Fayetteville, NC 28301
 Attn: City Manager

To Contractor: Name
 Address
 Attention: Representative

30. EFFECTIVE DATE: This Contract shall be effective upon execution and collection performance of such Contract shall begin on July 1, 2012.

31. NONDISCRIMINATION: The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

32. ENTIRETY: This Contract and any Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

**CITY OF FAYETTEVILLE
REQUEST FOR PROPOSALS
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES
DETAILED SPECIFICATIONS AND CONTRACTING REQUIREMENTS**

1. DEFINITIONS:

- 1.01 City - City of Fayetteville, North Carolina, a municipal corporation in the State of North Carolina.
- 1.02 Contract Area- The area within the limits of the City of Fayetteville, indicated by the City to be served by the Contractor as identified by Exhibit A, which is attached to this Agreement and is hereby incorporated by reference and made a part of this Agreement.
- 1.03 Contract Documents - The Request for Proposals, Instructions to Proposers, Proposer's Bid, General Specifications, General Terms and Conditions of Request for Proposals, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.04 Contractor - The person, corporation or partnership awarded the contract and performing Solid Waste Materials collection, delivery, and disposal under this Contract.
- 1.05 Designated Disposal Facilities- The Cumberland County Landfill located in Fayetteville, North Carolina, or other facilities designated by the City of Fayetteville or Cumberland County.
- 1.06 Residential Unit -A residential unit shall be all single-family homes, residential complexes of seven or fewer units, located within the Contract Area. This includes only those homes which receive residential garbage service, not commercial cart or dumpster service. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- 1.07 Solid Waste – Accumulations of Household trash, including but not limited to wet or dry garbage generated by residential units located within the Contract Area.
- 1.08 Solid Waste Container - An approved container shall be a Roll Out Cart Receptacle (preferably Toter or similar) with two (2) wheels and a properly designed axle and fittings, and a top lid that is to remain closed except

when loading refuse, with a body consisting of ninety-six (96) gallons in capacity, constructed of heavy duty plastic and having a strength to store normal household garbage and trash and equipped with proper attachments for hydraulic loading into the Contractor's collection vehicle by the hydraulic lifts affixed to such vehicle body. Carts and/or bins shall be provided by and maintained by the City.

1.09 Solid Waste Collection Services - The curbside collection of Solid Waste Materials within the limits of the City of Fayetteville

2. **SCOPE OF WORK:** The Contractor shall be responsible for providing all supervision, labor, materials and equipment necessary to provide containerized collection of residential solid waste utilizing City provided or approved 96-gallon roll-out carts. This contract shall provide for the pick-up of no more than two (2) containers per residence, one (1) time per week, on a regularly scheduled day or days.
3. **CONTRACT AREA:** Currently, there are an estimated 15,000 customers to be serviced within the desired contract area (See Exhibit "A"), with an estimated annual production of 12,180 tons of residential solid waste.

The City makes no representation as to the reliability of this estimate and Contractor is advised to inspect the area to be serviced prior to submitting their bid. It is expected that Fayetteville could experience significant growth within the next two to five years and the number of collections is expected to expand significantly.

The City reserves the right to add, delete or modify the number of units to be serviced during the term of this contract. Additionally, upon agreement of both parties, additional service areas may be added to this contract at any time during the initial contract period or an extension.

4. **NEW CUSTOMERS:** The City may receive requests for service to additional service locations not originally included in the Contract. Upon receipt of such a request, the City will investigate to determine eligibility for service and thereupon notify the Contractor. If it is determined that the location is eligible for service, the Contractor shall be required to add this location to the appropriate route immediately.

The Contractor shall provide new customers with their initial solid waste container. The City will deliver to the Contractor's facility, a small inventory of

solid waste containers for the Contractor's use and the City will replenish the supply upon notification of depleted inventory by the Contractor. Contractor shall record the serial number of the cart(s) as they are delivered and/or replaced and that information, along with the location address, shall be forwarded to the City.

5. **DISCONTINUATION OF SERVICE:** The Contractor shall discontinue solid waste collection service at a location only as set forth in a written notice to the Contractor from the City. Upon further notification by the City, the Contractor shall resume collection on the next regularly scheduled collection day.
6. **REGULAR COLLECTIONS:** The Contractor shall collect all refuse placed by the curb in rollout containers provided or approved by the City once per week.
7. **SPECIAL COLLECTIONS:** The City may, on occasion, require the Contractor to collect refuse placed for collection in bags or boxes, to the side or vicinity of the rollout container. These collections may be required in the following special situations: 1) new customers or units where rollout containers have not been delivered; 2) the week following Christmas Day.
8. **SPECIAL ACCOMODATIONS:** The Contractor shall provide backyard refuse collection for those individuals identified by the City who are unable to physically place their roll-out container at the curbside. A list of currently known locations is included in this RFP, labeled Exhibit "B". New requests for special accommodations shall be forwarded to the City Environmental Services Director for review. If approved by the City, the Contractor will be notified of the pickup location in time for the next scheduled collection day.
9. **ADDITIONAL (HOURLY) COLLECTION AND DISPOSAL SERVICES:** The Contractor shall submit a unit price for the collection of waste or other materials on an hourly basis for work projects related to extraordinary circumstances such as storm debris cleanup. This work shall require that the Contractor provide a rear loading collection vehicle, driver, and assistant, as well as all overhead and profit incidental to the cost of collecting, removing, hauling and disposing of solid waste materials to a designated facility. Additional work as described herein shall only be performed upon written direction of the Environmental Services Director.
10. **HOURS OF OPERATION:** Collection of residential solid waste shall not begin prior to 7:00 a.m. or continue after 7:00 p.m. of the same day. Exceptions to

these collection hours shall occur only upon the mutual agreement of the City and the Contractor, or when the Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

11. **COLLECTION SCHEDULE:** The City, in consultation with the Contractor, shall determine the day or days of collection. It is the preference of the City to maintain the existing solid waste collection schedule, if possible.
12. **COLLECTION ROUTES:** Collection routes shall be established by the Contractor subject to the approval of the City through its Environmental Services Director. Contractor shall submit a map designating the collection routes to the City for approval and said approval shall not be unreasonably withheld. The Contractor may, from time to time, propose changes to the routes or days of collection. Upon the City's approval of a proposed change, the Contractor shall promptly give written or published notice to the affected service locations.
13. **LOCATION OF CONTAINERS FOR COLLECTION:** Each container shall be placed at curbside for collection by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled City roadways (including alleys). Containers shall be placed as close to the roadway as practicable without interfering with, or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle.
14. **HOLIDAYS:** The City currently observes the following holidays:
 - New Year's Day (1 day)
 - Martin Luther King, Jr. Birthday (1 day)
 - Good Friday (1 day)
 - Memorial Day (1 day)
 - Independence Day (1 day) or Veteran's Day (1 day)
 - Labor Day (1 day)
 - Thanksgiving (1 day)
 - Christmas (1 day)

The City shall notify the Contractor of any change in holidays observed by the City. The Contractor may also observe all of the above mentioned holidays by the suspension of collection services on the holiday; however, such suspension in no manner relieves the Contractor of its obligation to provide collection services as specified by the Contract. In order to compensate for missed service due to a holiday, the work schedule shall be adjusted by moving back one or two days or forward one or two days, depending on which day of the week the holiday occurs, to ensure that each scheduled service location receives its normal level of service during the week. Service shall return to a normal work schedule within two (2) days.

The Contractor shall provide notice of the change in service schedule to each individual customer no later than one (1) week in advance of the change.

- 15. REPLACEMENT CONTAINERS/CARTS:** Upon notification by a City resident of a damaged or missing cart, the Contractor shall deliver a replacement cart and retrieve the damaged cart. The Contractor shall deliver the damaged cart to the City's Environmental Services facility at 455 Grove Street, Fayetteville, North Carolina. The City reserves the right to request a credit from, or invoice the Contractor for any damage to carts caused by actions of the Contractor, or its employees, agents, or subcontractors, including, but not limited to, improper removal and/or replacement of carts.
- 16. COMPLAINTS:** All complaints shall be made directly to the Contractor and the Contractor shall respond to all complaints in a prompt and courteous manner. The Contractor shall be equipped with a local or toll free telephone number and as many qualified attendants as may be necessary to receive and process service requests and complaints or receive instructions and directions from the City during the hours of 8:00 a.m. through 5:00 p.m., each and every working day during the term of the contract or any renewal thereafter.

The Contractor shall resolve all complaints within twenty-four (24) hours of receipt. Contractor shall maintain forms or logs indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of the same. All forms or logs shall be made available for City inspection at all times during normal working hours. When a complaint is received on the day preceding a holiday or on a Friday, the complaint shall be serviced and resolved no later than the next working day.

At the City's request, the Contractor shall furnish to the City, by fax or e-mail, each working day, the following information:

- a) A list of residences where no containers were placed at the curb for solid waste collection.

At the City's request, the Contractor shall furnish to the City, by fax or e-mail, on a monthly basis, the following information:

- a) A report of the service locations not served on the regular scheduled service day for the preceding month and the reason service could not be provided.

- b) A report of all complaints received during the preceding month and the resolution of each complaint.

The City reserves the right to require the Contractor to make supervisory contact to resolve a service complaint.

17. **NOTIFICATION:** The City shall notify its citizens of complaint procedures, rates, regulations, and days for scheduled solid waste collection. The Contractor shall notify the citizens of schedule changes related to holidays or inclement weather events. The Contractor shall distribute cart bags/hang tags with information related to schedules and/or other City services up to five (5) times per year.
18. **DOCUMENTATION:** The Contractor shall keep records and submit reports compliant with the City's reporting requirements. These reports will serve as a means to apprise the City's staff of the status of landfill activities and expenditures. The Contractor will also be required to provide certifiable, accurate monthly weight receipts for all materials collected in the program. Weight records shall be kept using a certified scale or as approved by the City. Monthly project reports shall be submitted at the six-month performance meeting.
19. **SOLID WASTE MANAGEMENT ACT DATA SUBMISSION REQUIREMENTS:** The Contractor shall be required to provide the City all data requests deemed necessary by the City in compliance with the reporting requirements of the Solid Waste Management Act of 1989 (SB 111), as amended, or any other Federal or State law or regulation. The Contractor is expected to be thoroughly familiar with the reporting requirements stipulated in such acts.
20. **CONTRACTOR'S PERSONNEL:** The Contractor shall assign a qualified person or persons to be in charge of the operations contracted for and agrees that the information regarding experience shall be furnished to the City upon request. The Contractor's employees shall carry valid operator's licenses for the type of vehicle they are driving. The wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex or national origin. No Contractor personnel shall use unlawful drugs or have the odor of alcohol upon his breath while providing service under this contract.
- a. City of Fayetteville Personnel. The City has 5 full-time employees who will be impacted by this Contract, and are listed on Attachment B hereto. The

Contractor shall make offers of employment to all said full-time employees pursuant to the following terms and conditions:

- i. Medical clearance/pre-employment physicals. All City employees to be transferred to the Contractor are required to:
 1. Undergo a medical examination by the Contractor's physician who will assess their fitness for performance of required solid waste duties.
 2. Sign a drug testing consent form prior to the required drug screening through urine testing. Individuals refusing to sign the waiver will be eliminated from employment consideration with the Contractor
 3. Persons not passing the medical and/or drug screening requirement will not be offered employment by the Contractor. Any pre-existing worker's compensation claims will remain the obligation of the City
- ii. Driver's license and criminal history reviews. All City employees to be transferred to the Contractor are required to consent to a driver's license and criminal history background check. Employees whose criminal background checks or three-year driving histories do not meet Contractor's standards applicable for all other solid waste personnel will not be offered employment.
- b. Employment status. All City employees who are transferred to the Contractor with one (1) full year of employment or greater shall be granted regular employment status upon transfer to the Contractor. Those employees who have less than one (1) year of employment with the Environmental Services Department will be given credit for the length of time they have been employed in determining their employment status with the Contractor. Upon successful completion of one (1) full year of combined employment with the City and the Contractor and having successfully met all first-year job standards, these individuals will be granted regular employee status with the Contractor.
- c. Date of hire and date in class. Date of hire will be assigned based on original date hired as full-time employee of City. Date in class will be effective date of promotion to position or rank held at time of transfer to Contractor.
- d. Promotions. Promotional eligibility for individuals transferred to the Contractor will be determined in accordance with Contractor's Administrative policies in effect at the time the individual is eligible for promotion
- e. Pay/rank. All employees of the City who are transferred to the Contractor shall be paid a base salary equivalent to their current base salary with the City. Employees transferred to the Contractor shall be transferred at the equivalent rank held by that employee on the date of transfer as long as

that individual has met Contractor's job standards; notwithstanding that the transferee may have held a higher rank prior to transfer. Employees transferred to employment with the Contractor shall be compensated in accordance with established Contractor pay policies. Incentive and specialty pay will be awarded in accordance with Contractor's Administrative Procedures in effect at the time the individual is eligible for such pay

- f. Benefits. Upon the effective date of their transfer to the Contractor, all transferred employees will be entitled to any and all benefits enjoyed by the Contractor's employees in accordance with existing eligibility requirements based upon their established date of hire, as follows:
 - i. Sick leave.
 - ii. Vacation time.
 - iii. Holidays
 - iv. Retirement system.
 - v. Death benefit.
 - vi. Health and dental coverage.
 - vii. Other benefits. Transferred employees will be eligible to participate in all other benefit programs provided to Contractor employees subject to eligibility requirements based upon their dates of hire with the City, to include:
 - a. Cafeteria benefit plan for supplemental insurance coverage and pre-tax health and dental plan contributions.
 - b. Flexible spending accounts for dependent care and unreimbursed medical expenses.
 - c. Deferred compensation plans (401(k) and 457 plans)

21. **CONTRACTOR'S OFFICE:** The Contractor shall maintain an office or such other facilities through which they can be contacted. The office shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:00 a.m. to 5:00 p.m. on regular collection days. In addition, the route supervisor shall have a cellular phone and shall be responsive to complaints or inquiries from City personnel responsible for monitoring this contract.
22. **POINT OF CONTACT:** The Contractor shall provide a point-of-contact who shall be responsible for, and coordinate all contracted activities required by this Contract.
23. **COLLECTION EQUIPMENT:** The Contractor shall provide an adequate number of vehicles necessary to provide the services specified under this Contract. All

vehicles shall be designed for the collection of solid waste materials. The Contractor may use either automated or non-automated collection vehicles. Each collection vehicle shall be equipped with the following:

- a) Two-way communication device.
- b) Operating strobe lights at the rear or top of the cab.
- c) Approved First-Aid Kit.
- d) Approved 2AIOBC Dry Chemical Fire Extinguisher.
- e) Warning flashers.
- f) Warning alarms to indicate movement in reverse.
- g) Signs on the rear of the vehicle that state "**This Vehicle Makes Frequent Stops**".
- h) Equipment necessary to clean up spills (i.e. broom, shovel, etc.).
- i) Wheel chocks
- j) Any other required OSHA, federal or state regulated equipment or accessories.

All vehicles shall be maintained in proper working order and be as clean and free of odor and debris as possible. All vehicles must be clearly identified on both sides with the Contractor's name and telephone number. All vehicles shall comply with DOT and axle weight restrictions. Contractor shall be responsible for ensuring the compliance of its personnel and its vehicles with all of the City of Fayetteville's Code of Ordinances, including but not limited to Chapter 22 Solid Waste. All brake systems and hydraulics on all vehicles shall be properly maintained. Contractor agrees that all vehicles may be subject to inspection by the Environmental Services Department.

- 24. **HAULING:** All solid waste hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling or blowing are prevented. The Contractor shall take all reasonable precautions to prevent the leakage of fluid or any other items from Contractor's vehicle and shall immediately clean up any leaking, spilled or blown items, particularly hydraulic fluid or petroleum products.
- 25. **OWNERSHIP:** Title to refuse and dead animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a container, or removed by Contractor from a residential unit, whichever occurs last.

26. DISPOSAL: The Contractor shall dispose of solid waste material at the Cumberland County landfill located in Fayetteville, or at any other landfill designated and approved by the City's Environmental Services Director, or his designee, and permitted by the State of North Carolina.

27. CUSTOMER SERVICE REQUIREMENTS: The Contractor shall provide a high level of customer service and, at a minimum, shall:

- a) Treat all customers with dignity and respect.
- b) Treat customer's property with respect.
- c) Answer questions, comments and complaints from customers in a timely and courteous manner.
- d) Leave containers upright and out of the street and driveway.
- e) Not leave containers in a manner that blocks access to the mailbox or that blocks access to other yard waste or recycling containers
- f) Clean up leaks or spills and pick up any trash dropped from the container or trucks.

CITY COUNCIL ACTION MEMO

TO: Mayor and City Council Members
FROM: D.J. Haire, Mayor Pro Tem
DATE: January 3, 2012
RE: **Deleting Having a Primary Election**

THE QUESTION:

RELATIONSHIP TO STRATEGIC PLAN:

BACKGROUND:

ISSUES:

BUDGET IMPACT:

OPTIONS:

RECOMMENDED ACTION:

CITY COUNCIL ACTION MEMO

TO: Mayor and Council Members
FROM: Keith Bates, Council Member
DATE: January 3, 2012
RE: **Bulky Item Pick Up Policy**

THE QUESTION:

RELATIONSHIP TO STRATEGIC PLAN:

BACKGROUND:

ISSUES:

BUDGET IMPACT:

OPTIONS:

RECOMMENDED ACTION:

ATTACHMENTS:

City Council Agenda Item Request 010312



**City Council Agenda
Item Request**

Date of Request: 19 DEC 2011

Name of Requester: Keith Bates

Agenda Item Title: Bulky Item Pick up Policy

What do you want to accomplish with this item?

Clean attractive City
Partnering with Citizens
Providing Essential Services

How does this item connect to the City's Strategic Plan?

Principle I: City and citizens working together.
Citizens taking responsibility and ownership for the community.
Principle J: Diverse people working together with a single vision and common goals.
Goal 2: Well-organized neighborhoods with residents taking pride and responsibility for their neighborhood.

Comments:

Receiving a lot of comments from citizens that they will not call in an eyesore because of the residents possibly being charged(Fined).

CC-101 (3/07)

CITY COUNCIL ACTION MEMO

TO: Mayor and City Council
FROM: Council Member Haire
DATE: January 3, 2012
RE: **Mayor Pro Tem Selection Process**

THE QUESTION:

Please see attachment.

RELATIONSHIP TO STRATEGIC PLAN:

Please see attachment.

BACKGROUND:

Please see attachment.

ISSUES:

Please see attachment.

BUDGET IMPACT:

None at this time.

OPTIONS:

N/A

RECOMMENDED ACTION:

Provide staff direction based on City Council consensus.

ATTACHMENTS:

City Council Agenda Item Request - Mayor Pro Tem Selection



City Council Agenda Item Request

Date of Request: December 26, 2011

Name of Requester: D. J. Haire

Agenda Item Title: Mayor Pro Tem Selection Process

What do you want to accomplish with this item?

I would like to accomplish a fair process in selecting our MPT position.

How does this item connect to the City's Strategic Plan?

Treating every citizen fair & equal.

Comments:

Some objectives to fulfill this position:

- 1- Every Council Member that has a desire to serve as MPT should get the opportunity.
- 2- You should have served at least two terms on Council to be considered.
- 3- We can have written or an unwritten policy, (but allow this discussion be apart of our minutes)

CC-101 (3/07)