

**FAYETTEVILLE CITY COUNCIL  
AGENDA  
REGULAR MEETING  
FEBRUARY 9, 2009  
7:00 P.M.**

**VISION STATEMENT**

**The City of Fayetteville  
is a GREAT PLACE TO LIVE with  
a choice of DESIRABLE NEIGHBORHOODS,  
LEISURE OPPORTUNITIES FOR ALL,  
and BEAUTY BY DESIGN.**

**Our City has a VIBRANT DOWNTOWN,  
the CAPE FEAR RIVER to ENJOY, and  
a STRONG LOCAL ECONOMY.**

**Our City is a PARTNERSHIP of CITIZENS  
with a DIVERSE CULTURE and RICH HERITAGE,  
creating a SUSTAINABLE COMMUNITY.**

**FAYETTEVILLE CITY COUNCIL  
AGENDA  
FEBRUARY 9, 2009  
7:00 P.M.  
CITY HALL COUNCIL CHAMBER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ITEM 1. APPROVAL OF AGENDA**

**ITEM 2. PUBLIC FORUM:**

**A. Announcements and Recognition**

**B. Comment Period**

The public forum is designed to invite citizen input and discussion. The public forum is held on the second Monday of every month and shall be the first item of business after the Approval of the Agenda. The public forum shall last no longer than 15 minutes. The Mayor shall have the discretion to extend the public forum up to 30 minutes. Each speaker shall have up to two (2) minutes to speak. Anyone desiring to speak may sign up in advance with the City Clerk located on the Second Floor, City Hall, 433 Hay Street, Fayetteville, N.C., by FAX at (910) 433-1980, or by e-mail at [cityclerk@ci.fay.nc.us](mailto:cityclerk@ci.fay.nc.us). If speakers provide the subject matter ahead of the meeting, the City staff can ensure that appropriate information is available at the meeting. This information, however, is not required.

**ITEM 3. CONSENT:**

**A. Approve Minutes:**

- 1. Agenda Briefing Held on January 21, 2009  
PAGE: 7**

**B. Approve Tax Refunds Greater Than \$100  
PAGE: 9**

The page numbers on this outline refer to the agenda packet of complete information for each item. This complete packet is available to you at the City web page, [www.cityoffayetteville.org](http://www.cityoffayetteville.org)

**C. FY 2008-2009 Electric, Water/Sanitary Sewer and Fleet Maintenance Internal Service Fund Budget Amendment #2**

The Public Works Commission, during their meeting of January 28, 2009 adopted Budget Ordinance Amendment #2 for Fiscal Year 2008-2009 for the Electric, Water/Sanitary Sewer and Fleet Maintenance Service Fund and to forward to City Council for adoption.

Budget Amendment #2 has a zero overall effect to the total Electric Fund and Water/Sewer Fund Budget, some capital projects were deferred and some were added, the net results will provide funding to offset increasing operating expenses. The City expects to purchase additional fuel from PWC (\$750,000) and Medical Benefits are exceeding the budget (\$90,000), therefore the Fleet Maintenance Internal Service Fund Budget needs to be increased by \$840,000, for a proposed Fleet Maintenance Internal Service Funds Budget of \$6,523,110.

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**D. Project Fund Amendments**

The Public Works Commission, during their meeting of January 28, 2009 approved Budget Amendment #1 for the Rim Road Water Main Capital Project Fund and the Ft. Bragg Interim Water Service Project Fund and to forward to City Council for adoption.

The Rim Road Water Main Capital Project Fund has cleared all expenses related to the project. The project fund has funds remaining and as outlined in the agreement with the City, the remaining balance (\$126,374) is to be evenly disbursed to the City and PWC General Funds.

The Ft. Bragg Interim Water Service Project Fund is being revised for projected revenues and expenditures related to the interim operations of the Ft. Bragg Water Treatment Plant and pass through capital construction expenditures until the interim service requirements have expired. The total projected budget is \$21,840,234. PWC is the lead contractor and point of contact for potable water to Ft. Bragg.

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**E. Bid Award – Purchase of approximately 4000 dry tons of Liquid Ferric Sulfate through October 31, 2009 (with the option to extend contract for additional period(s) upon the agreement of both parties).**

The Public Works Commission, during their meeting of January 28, 2009 approved to award bid for purchase of approximately 4000 dry tons of Liquid Ferric Sulfate through October 31, 2009 (with the option to extend contract for additional period(s) upon the agreement of both parties) to Kemira Water Solutions, Inc., Lawrence, KS in the total amount of \$994,680.00 and forward to City Council for approval. Bids were received January 20, 2009.

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**F. Bid Award - Purchase of 2009 Police Vehicles**

Award contracts for the purchase of forty-two (42) 2009 police vehicles as follows: twelve (12) 2009 Crown Victoria Police Cars from Lafayette Ford, Fayetteville, NC, in the amount of \$358,295.68; twenty (20) 2009 Chevrolet Impala Police Cars from Bobby Murray Chevrolet, Raleigh, NC, in the amount of \$480,860.00; five (5) marked 2009 Dodge Charger Police Cars from Ilderton Dodge Chrysler Jeep, High Point, NC, in the amount of \$141,032.00; and five (5) un-marked Dodge Charger Police Cars from Ilderton Dodge Chrysler Jeep, High Point, NC, in the amount of \$134,085.20. Formal bids were received January 22, 2009.

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**G. Approve Changes to Meeting Times and Places for Fayetteville Boards, Commissions and Committees**

The Fayetteville-Cumberland Parks and Recreation Advisory Commission at their January 2009 meeting recommended a change to the commission's regular meeting time from 5:30 p.m. to 5:45 p.m. and to forward to City Council for approval.

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**ITEM 4. PUBLIC HEARINGS**

- A. Consider extending the sixty-day moratorium an additional sixty days beginning February 9, 2009 on the acceptance, processing, or granting of applications, and any other operation of Section 30-262(g) of the Fayetteville Code, entitled nonconforming signs-transfer during amortization.**

A moratorium was placed on the billboard transfer process in December 2008 for sixty days to resolve issues regarding the billboard transfer ordinance. Additional time is needed for review.

**PRESENTED BY:** Jimmy Teal, Planning Director

**RECOMMENDED ACTION:** Approve the sixty-day moratorium extension.

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- B. Consider Economic Development Incentive Agreement with Goodyear Tire and Rubber Company**

North Carolina state law requires that a public hearing be held on these types of economic development incentive agreements. City Council at their January 26, 2009 meeting set the public hearing for February 9, 2009.

**PRESENTED BY:** Dale E. Iman, City Manager

**RECOMMENDED ACTION:** Approve the Economic Incentive Agreement with Goodyear Tire and Rubber Company.

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**ITEM 5. CONSIDER STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT**

The Fayetteville Fire/Emergency Management Department has been awarded a Staffing for Adequate Fire and Emergency Response Grant (SAFER Grant) to assist in hiring twenty-four (24) additional firefighters in order to meet National Fire Protection Agency (NFPA) and the Occupational Health and Safety Administration (OSHA) standards. Accepting the SAFER Grant will help provide a stimulus for future growth through improved emergency response capacity and capabilities in the northern part of the city in areas adjacent to the I-295 corridor and to the eastern peripheral of the City.

**PRESENTED BY:** Benny Nichols, Fire Chief

**RECOMMENDED ACTION:** Accept the SAFER Grant if awarded and identify strategies to provide matching funds.

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## **ITEM 6. CLOSED SESSION**

### **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 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.

**COUNCIL MEETING WILL BE AIRED  
FEBRUARY 9, 2009 - 7:00 PM  
COMMUNITY CHANNEL 7**

**COUNCIL MEETING WILL BE RE-AIRED  
FEBRUARY 11, 2009 - 10:00 PM  
COMMUNITY 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. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact the office of Ron McElrath, Acting ADA Coordinator, at [rmcelrath@ci.fay.nc.us](mailto:rmcelrath@ci.fay.nc.us), 910-433-1605 or 910-433-1696, or the City Clerk at [cwhite@ci.fay.nc.us](mailto:cwhite@ci.fay.nc.us), or 910-433-1989, as soon as possible but no later than 48 hours before the scheduled event.*

# DRAFT

FAYETTEVILLE CITY COUNCIL  
AGENDA BRIEFING MINUTES  
JANUARY 21, 2009  
4:00 P.M.  
LAFAYETTE ROOM

Present: Mayor Anthony G. Chavonne

Council Members Keith A. Bates, Sr. (District 1)(arrived at 4:20 p.m.); Bobby Hurst (District 5); Theodore W. Mohn (District 8); Wesley A. Meredith (District 9)

Absent: Council Members Charles E. Evans (District 2); Robert A. Massey, Jr. (District 3); Darrell J. Haire (District 4); William J. L. Crisp (District 6); Valencia A. Applewhite (District 7)

Others Present: Dale E. Iman, City Manager  
Doug Hewett, Assistant City Manager  
Karen McDonald, City Attorney  
Rob Anderson, Chief Development Officer  
Jimmy Teal, Planning Director  
Karen Hilton, Assistant Planning Director  
David Nash, Planner II  
Press

Karen Hilton, Assistant Planning Director, provided an overview of the following items scheduled for the January 26, 2009 City Council meeting:

**Approve the application to amend a previously approved mixed use district\conditional zoning to expand a dog kennel by adding 30 dog units for property located at 2102 Strickland Bridge Road. Containing 4.1 acres more or less and being the property of Lisa Adams-Turner. Case Number P08-60F**

Mrs. Hilton showed a vicinity map and gave an overview of the current land use, current zoning, surrounding land use and zoning, and 2010 Land Use Plan. Mrs. Hilton stated City Council in July 2007 approved a mixed use\conditional zoning district for a dog\cat boarding kennel. Mrs. Hilton further stated the applicant had been successful with her business and she had applied to amend the conditions approved in July 2007 from a maximum of 30 dog units to 60 dog units. Mrs. Hilton stated the mixed use district remained as currently zoned. Mrs. Hilton further stated the Zoning Commission and planning staff concur with the request.

**Consider the rezoning from M1 industrial district to R6 residential district or to a more restrictive zoning district for property located at the end of Quality Drive and Shedd Avenue. Containing 66.33 acres more or less and owned by Broadwell Land Company. Case Number P08-49F**

Mrs. Hilton showed a vicinity map and gave an overview of the current land use, current zoning, surrounding land use and zoning, and 2010 Land Use Plan. Mrs. Hilton stated the applicant wishes to rezone a former textile mill site from M2 industrial zoning to R6 residential zoning in order to construct new housing. Mrs. Hilton reminded Council of the case history and that the public hearing was continued from September 22, 2008. Council Members noted the infrastructure was in place and the redevelopment was consistent with the Massey Hill Plan.

**Consider Adoption of Resolution Approving Assignment of Voluntary Annexations to Electoral Districts**

Jimmy Teal, Planning Director, stated a total of eight voluntary annexations have occurred since the last submission to the Justice Department and they have been assigned to the district that is closest to that particular annexation. Mr. Teal further stated before any resident within one of the eight annexation areas may vote in a city

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ITEM 3.A.1.

# DRAFT

election, the Justice Department must pre-clear the action of assigning the annexations to a city election district. Mr. Teal stated David Nash, Planner II, was available for questions.

Council Member Meredith inquired about the rezoning fee when there are several different parcels that are being rezoned. Council Member Meredith also commented about the recent attempt by a homeowner's association to rezone several pieces of property they did not own. A brief discussion ensued.

There being no further business, the meeting adjourned at 4:30 p.m.

Respectfully submitted,

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KAREN M. MCDONALD  
City Attorney

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ANTHONY G. CHAVONNE  
Mayor

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January 22, 2009

**MEMORANDUM**

TO: Lisa Smith, Chief Financial Officer *LS*

FROM: Nancy Peters, Accounts Payable *N.P.*

RE: Tax Refunds of Greater Than \$100

The tax refunds listed below for greater than \$100 were approved by the Cumberland County Special Board of Equalization for the month of January, 2009.

NAME	BILL NO.	YEAR	BASIS	CITY REFUND
Sterling National Bank	8909332	2007	Corrected Assessment	735.11
<b>TOTAL</b>				<b>\$735.11</b>

# CITY COUNCIL ACTION MEMO

To: Dale Iman, City Manager



From: Steven K. Blanchard, CEO/General Manager  
Public Works Commission of the City of Fayetteville

Date: January 28, 2009 (**Scheduled City Council Date: February 9, 2009**)

Re: FY 2008-2009 Electric, Water/Sanitary Sewer and Fleet Maintenance Internal Service Fund  
Budget Amendment #2

**THE QUESTION:** The Public Works Commission of the City of Fayetteville requests Council adopt Budget Ordinance Amendment #2 for Fiscal Year 2008-2009 for the Electric, Water/Sanitary Sewer and Fleet Maintenance Service Fund.

**RELATIONSHIP TO STRATEGIC PLAN:** Quality utility services.

**BACKGROUND:**

The Public Works Commission, during their meeting of January 28, 2009 adopted Budget Ordinance Amendment #2 for Fiscal Year 2008-2009 for the Electric, Water/Sanitary Sewer and Fleet Maintenance Service Fund and to forward to City Council for adoption.

Budget Amendment #2 has a zero overall effect to the total Electric Fund and Water/Sewer Fund Budget, some capital projects were deferred and some were added, the net results will provide funding to offset increasing operating expenses. The City expects to purchase additional fuel from PWC (\$750,000) and Medical Benefits are exceeding the budget (\$90,000), therefore the Fleet Maintenance Internal Service Fund Budget needs to be increased by \$840,000, for a proposed Fleet Maintenance Internal Service Funds Budget of \$6,523,110.

**RECOMMEDATIONS:**

Adopt Budget Ordinance Amendment #2 for Fiscal Year 2008-2009 for the Electric, Water/Sanitary Sewer and Fleet Maintenance Service Fund.



WILSON A. LACY, COMMISSIONER  
TERRI UNION, COMMISSIONER  
LUIS J. OLIVERA, COMMISSIONER  
MICHAEL G. LALLIER, COMMISSIONER  
STEVEN K. BLANCHARD, CEO/GENERAL MANAGER

**PUBLIC WORKS COMMISSION**  
OF THE CITY OF FAYETTEVILLE

955 OLD WILMINGTON RD  
P.O. BOX 1089  
FAYETTEVILLE, NORTH CAROLINA 28302 1089  
TELEPHONE (AREA CODE 910) 483-1401  
FAX (AREA CODE 910) 828-0207

**ELECTRIC & WATER UTILITIES**

January 21, 2009

APPROVED:

PUBLIC WORKS COMMISSION

**MEMO TO:** Steven K. Blanchard, CEO

DATE: 1-28-09

**MEMO FROM:** J. Dwight Miller, CFO

**SUBJECT: Fiscal Year 2009 Electric, Water/Sanitary Sewer and Fleet Maintenance Internal Service Fund Budget Amendment #2**

Budget Amendment #2 increases the Electric Fund Operating Budget by \$951,300 for the Hope VI Project (\$300,000), Medical Benefits (\$500,000), Bond Interest (\$123,100), Street Lights (\$9,200) Freedom Park (\$25,000) and Other Finance Cost (-\$6,000). Electric Capital Expenditures will be decreased by \$951,300; therefore, the overall effect to the total Electric Fund Budget is zero (\$180,711,820).

Requested changes to the Water/Sewer Fund include transferring the remaining balance of \$63,200 from the Rim Road Water main Capital Project Fund to the Water/Sewer General Fund; increasing Operating Expenses for, Chemicals (\$1,220,000), Medical Benefits (\$500,000), Bond Interest Expense (\$964,800) and Other Finance Cost (-\$15,000). Capital Project changes include adding the Russell Street DOT Project (\$1,500,000) and reducing or deferring other Capital Projects by \$2,669,800. The overall effect on the total Water/Sanitary Sewer General Fund Budget is zero (\$79,850,970). However, if we were not able to defer expenditures for certain capital projects, mostly related to the Ft. Bragg (\$2.1 million) and DOT projects, almost \$4 million would need to come from Net Assets.

The Fleet Maintenance Internal Service Fund Budget needs to be increased for fuel purchases by the City (\$750,000) and Medical Benefits (\$90,000). Fuel sales are a direct pass-through; no bottom line effect. However, the Medical Benefits increase will need to be collected from the PWC General Funds and the City through hourly rates or the end of year true up. The proposed FMISF is \$6,523,110 an increase of \$840,000.

Staff recommends that the Commission adopt the FY 2008-2009 Amendment #2 Budget Ordinance (page 3) and forward to City Council for adoption.



## ELECTRIC, W/SS & FLEET MNT INTERNAL SERVICE FUNDS SUMMARY

DESCRIPTION	ADOPTED BUDGET FY 2008-2009	BUDGET AMENDMENT FY 2008-2009	PROPOSED AMENDMENT #2 FY 2008-2009
ELECTRIC UTILITY OPERATING FUND	\$151,289,420	\$951,300	\$152,240,720
ELECTRIC CAPITAL OUTLAY	29,422,400	(951,300)	28,471,100
<b>TOTAL ELECTRIC FUND</b>	<b>\$180,711,820</b>	<b>\$0</b>	<b>\$180,711,820</b>
WATER & SEWER UTILITIES OPERATING FUNDS	\$53,678,970	\$2,669,800	\$56,348,770
WATER & SEWER CAPITAL OUTLAY	26,172,000	(2,669,800)	23,502,200
<b>TOTAL WATER &amp; SEWER FUND</b>	<b>\$79,850,970</b>	<b>\$0</b>	<b>\$79,850,970</b>
<b>TOTAL ELECTRIC &amp; WATER/SEWER FUNDS</b>	<b>\$260,562,790</b>	<b>\$0</b>	<b>\$260,562,790</b>
FLEET MAINT INTERNAL SERVICE OPERATING FUND	\$5,567,110	\$840,000	\$6,407,110
FLEET MAINT INTERNAL SERVICE CAPITAL OUTLAY	116,000	0	116,000
<b>TOTAL FLEET MAINT INTERNAL SERVICE FUND</b>	<b>\$5,683,110</b>	<b>\$840,000</b>	<b>\$6,523,110</b>
<b>TOTAL BUDGET</b>	<b>\$266,245,900</b>	<b>\$840,000</b>	<b>\$267,085,900</b>

## ELECTRIC, WSS & FLEET MNT INTERNAL SERVICE FUNDS SUMMARY

DESCRIPTION	ADOPTED BUDGET FY 2008-2009	BUDGET AMENDMENT FY 2008-2009	PROPOSED AMENDMENT #2 FY 2008-2009
<b>ELECTRIC FUND:</b>			
REVENUES	\$175,315,700	\$0	\$175,315,700
SUPPLEMENTAL REVENUES	4,900,000	0	4,900,000
TRANSFER FROM CITY	31,100	0	31,100
APPR. FROM ELECTRIC NET ASSETS	465,020	0	465,020
<b>TOTAL REVENUES ELECTRIC</b>	<b>\$180,711,820</b>	<b>\$0</b>	<b>\$180,711,820</b>
EXPENDITURES	\$23,957,190	\$800,000	\$24,757,190
PURCHASED POWER & GENERATION	107,225,730	0	107,225,730
DEBT INTEREST EXPENSE	1,271,000	117,100	1,388,100
TRANSFER TO CITY- SALES	7,668,000	0	7,668,000
TRANSFER TO CITY-STREET LIGHTS	280,800	9,200	290,000
TRANSFER TO CITY - FREEDOM PARK	0	25,000	25,000
CAPITAL EXPENDITURES	29,422,400	(951,300)	28,471,100
DEBT RELATED PAYMENTS	7,886,700	0	7,886,700
PREPAID POWER SUPPLY ADJUSTMENTS	0	0	0
APPR. TO RATE STABILIZATION FUND	3,000,000	0	3,000,000
TRANSFER TO FMISF	0	0	0
NET ASSETS	0	0	0
<b>TOTAL EXPENDITURES ELECTRIC</b>	<b>\$180,711,820</b>	<b>\$0</b>	<b>\$180,711,820</b>
<b>WATER &amp; SANITARY SEWER FUND:</b>			
REVENUES	\$58,555,400	\$0	\$58,555,400
TRANSFER FROM CITY - ANNEXATION	400,000	0	400,000
CONTRIBUTIONS AND/OR GRANTS	9,499,900	0	9,499,900
NOTE REC - CUMBERLAND COUNTY	39,600	0	39,600
TRANSFER FROM RIM ROAD WATER MAIN CPF	0	63,200	63,200
APPR. FROM W&SS NET ASSETS	11,356,070	(63,200)	11,292,870
<b>TOTAL REVENUES WATER &amp; SEWER</b>	<b>\$79,850,970</b>	<b>\$0</b>	<b>\$79,850,970</b>
EXPENDITURES	\$34,525,170	\$1,720,000	\$36,245,170
DEBT INTEREST EXPENSE	5,322,600	949,800	6,272,400
BOND INTEREST EXPENSE - CITY ANNEXATION	359,200	0	359,200
TRANSFER TO CITY - ANNEXATION SUPPORT	0	0	0
CAPITAL EXPENDITURES	26,172,000	(2,669,800)	23,502,200
DEBT RELATED PAYMENTS	5,748,400	0	5,748,400
BOND PRINCIPAL PAYMENTS - CITY ANNEXATION	684,800	0	684,800
LOAN PRINCIPAL PAYMENTS	1,267,900	0	1,267,900
TOTAL CONTRACTS PAYABLE PAYMENT	3,121,400	0	3,121,400
APPR. TO RATE STABILIZATION FUND	500,000	0	500,000
APPR. TO ANNEXATION FUND	2,149,500	0	2,149,500
TRANSFER TO FMISF	0	0	0
NET ASSETS	0	0	0
<b>TOTAL EXPENDITURES WATER &amp; SEWER</b>	<b>\$79,850,970</b>	<b>\$0</b>	<b>\$79,850,970</b>
<b>TOTAL ELECTRIC &amp; W/SS</b>	<b>\$260,562,790</b>	<b>\$0</b>	<b>\$260,562,790</b>
<b>FLEET MAINTENANCE INTERNAL SERVICE FUND:</b>			
REVENUES	\$5,683,110	\$840,000	\$6,523,110
LOAN FROM ELECTRIC FUND	0	0	0
LOAN FROM WATER/SANITARY SEWER FUND	0	0	0
<b>TOTAL REVENUES</b>	<b>\$5,683,110</b>	<b>\$840,000</b>	<b>\$6,523,110</b>
EXPENDITURES	\$5,567,110	\$840,000	\$6,407,110
CAPITAL EXPENDITURES	116,000	0	116,000
<b>TOTAL EXPENDITURES</b>	<b>\$5,683,110</b>	<b>\$840,000</b>	<b>\$6,523,110</b>
<b>GRAND TOTAL</b>	<b>\$266,245,900</b>	<b>\$840,000</b>	<b>\$267,085,900</b>

## **FY 2008-2009 AMENDMENT #2 BUDGET ORDINANCE**

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### **PUBLIC WORKS COMMISSION REVENUE**

#### **Electric Fund**

Operating and Other Revenue	\$180,215,700
Transfer from City	31,100
Budgetary Appropriations	465,020

**Total Estimated Electric Fund Revenue** **\$180,711,820**

#### **Water and Sanitary Sewer Fund**

Operating and Other Revenue	\$58,555,400
Customer Contributions	9,499,900
Transfer from City	400,000
Budgetary Appropriations	11,395,670

**Total Estimated Water and Sanitary Sewer Fund Revenue** **\$79,850,970**

#### **Fleet Maintenance Internal Service Fund**

Operating Revenue and Other Revenue	\$6,523,110
Loan from Electric and W/SS Funds	0

**Total Estimated Fleet Maintenance Internal Service Fund Revenue** **\$6,523,110**

**TOTAL ESTIMATED PWC REVENUE** **\$267,085,900**

### **PUBLIC WORKS COMMISSION EXPENDITURES**

#### **Electric Fund**

Operating Expenses	\$141,257,720
Operating Capital	28,471,100
Transfers	
General Fund	7,668,000
General Fund - Street Lights	290,000
General Fund - Freedom Park	25,000
Appropriation to Rate Stabilization Fund	3,000,000
Net Assets	0

**Total Estimated Electric Fund Expenses** **\$180,711,820**

#### **Water and Sanitary Sewer Fund**

Operating Expenses	\$53,699,270
Operating Capital	23,502,200
Transfers	
General Fund	0
Appropriation to Rate Stabilization Fund	500,000
Appropriation to Annexation Fund	2,149,500
Net Assets	0

**Total Estimated Water and Sanitary Sewer Fund Expenses** **\$79,850,970**

#### **Fleet Maintenance Internal Service Fund**

**Total Estimated Fleet Maintenance Internal Service Fund Expenses** **\$6,523,110**

**TOTAL ESTIMATED PWC ELECTRIC, W/SS & FLEET MAINT ISF EXPENSES** **\$267,085,900**

## ELECTRIC FUND SUMMARY

DESCRIPTION	ADOPTED BUDGET FY 2008-2009	BUDGET AMENDMENT FY 2008-2009	PROPOSED AMENDMENT #2 FY 2008-2009
ELECTRIC OPERATING REVENUE	\$170,873,900	\$0	\$170,873,900
OTHER ELECTRIC REVENUE	4,441,800	0	4,441,800
<b>TOTAL OPERATING &amp; OTHER REVENUE</b>	<b>\$175,315,700</b>	<b>\$0</b>	<b>\$175,315,700</b>
SUPPLEMENTAL REVENUE	\$4,900,000	\$0	\$4,900,000
APPR. FROM RATE STABILIZATION FUND	0	0	0
APPR. FROM ELECTRIC NET ASSETS	465,020	0	465,020
TRANSFER FROM CITY	31,100	0	31,100
<b>TOTAL ELECTRIC REVENUE</b>	<b>\$180,711,820</b>	<b>\$0</b>	<b>\$180,711,820</b>
ELECTRIC DIVISION - DISTRIBUTION	\$10,002,110	\$0	\$10,002,110
PURCHASED POWER AND GENERATION	107,225,730	0	107,225,730
MANAGEMENT DIVISION	2,528,355	300,000	2,828,355
FINANCIAL DIVISION	6,225,600	0	6,225,600
ADMINISTRATIVE DIVISION	4,699,925	0	4,699,925
GENERAL & ADMINISTRATION	3,180,700	500,000	3,680,700
DEPRECIATION EXPENSE	14,670,300	0	14,670,300
OVERHEAD CLEARING	(2,929,500)	0	(2,929,500)
DEBT INTEREST EXPENSE	1,271,000	117,100	1,388,100
TRANSFER TO CITY-SALES	7,668,000	0	7,668,000
TRANSFER TO CITY - STREET LIGHTS	280,800	9,200	290,000
TRANSFER TO CITY - FREEDOM PARK	0	25,000	25,000
<b>TOTAL OPERATING &amp; OTHER EXPENSES</b>	<b>\$154,823,020</b>	<b>\$951,300</b>	<b>\$155,774,320</b>
<b>NET OPERATING RESULTS</b>	<b>\$20,492,680</b>	<b>(\$951,300)</b>	<b>\$19,541,380</b>
OTHER DEDUCTIONS	\$250,000	\$0	\$250,000
CAPITAL EXPENDITURES	28,422,400	(951,300)	28,471,100
TOTAL DEBT RELATED PAYMENT	7,886,700	0	7,886,700
PREPAID POWER SUPPLY ADJUSTMENT	0	0	0
DEPRECIATION/AMORTIZATION ADJUSTMENT	(14,670,300)	0	(14,670,300)
<b>TOTAL SUPPLEMENTAL EXPENDITURES</b>	<b>\$22,888,800</b>	<b>(\$951,300)</b>	<b>\$21,937,500</b>
<b>TOTAL EXPENSES &amp; SUPPLEMENTAL EXP.</b>	<b>\$177,711,820</b>	<b>\$0</b>	<b>\$177,711,820</b>
APPR. TO RATE STABILIZATION FUND	\$3,000,000	\$0	\$3,000,000
TRANSFER TO FMISF	0	0	0
NET ASSETS	0	0	0
<b>TOTAL APPROPRIATIONS AND NET ASSETS</b>	<b>\$3,000,000</b>	<b>\$0</b>	<b>\$3,000,000</b>
<b>TOTAL ELECTRIC EXPENDITURES</b>	<b>\$180,711,820</b>	<b>\$0</b>	<b>\$180,711,820</b>

000015

## WATER & SANITARY SEWER FUND SUMMARY

DESCRIPTION	ADOPTED BUDGET FY 2008-2009	BUDGET AMENDMENT FY 2008-2009	PROPOSED AMENDMENT #2 FY 2008-2009
WATER OPERATING REVENUE	\$26,692,400	\$0	\$26,692,400
SANITARY SEWER OPERATING REVENUE	28,530,100	0	28,530,100
OTHER OPERATING REVENUE	2,057,100	0	2,057,100
OTHER WATER & SAN. SEWER REVENUE	1,275,800	0	1,275,800
<b>TOTAL OPERATING &amp; OTHER REVENUE</b>	<b>\$58,555,400</b>	<b>\$0</b>	<b>\$58,555,400</b>
 SUPPLEMENTAL REVENUES	 \$9,499,900	 \$0	 \$9,499,900
NOTE REC. - CUMBERLAND COUNTY	39,600	0	39,600
TRANSFER FROM CITY - ANNEXATION	400,000	0	400,000
TRANSFER FROM RIM ROAD WATER MAIN CPF	0	63,200	63,200
APPR. FROM W&SS NET ASSETS	11,356,070	(63,200)	11,292,870
<b>TOTAL WATER &amp; SEWER REVENUES</b>	<b>\$79,850,970</b>	<b>\$0</b>	<b>\$79,850,970</b>
 WATER RESOURCES DIVISION	 \$21,170,140	 \$1,220,000	 \$22,390,140
MANAGEMENT DIVISION	2,074,145	0	2,074,145
FINANCIAL DIVISION	5,246,280	0	5,246,280
ADMINISTRATIVE DIVISION	4,219,505	0	4,219,505
GENERAL & ADMINISTRATION	4,247,500	500,000	4,747,500
DEPRECIATION EXPENSE - WATER	5,280,600	0	5,280,600
DEPRECIATION EXPENSE - SEWER	8,504,900	0	8,504,900
AMORTIZATION OF CONTRIBUTED CAPITAL	0	0	0
AMORTIZATION OF BOND ISSUE COSTS	905,000	0	905,000
OVERHEAD CLEARING	(2,961,600)	0	(2,961,600)
DEBT INTEREST EXPENSE	5,322,600	949,800	6,272,400
BOND INTEREST EXPENSE - CITY ANNEXATION	359,200	0	359,200
STATE LOAN INTEREST EXPENSE	529,200	0	529,200
TRANSFER TO CITY - ANNEXATION SUPPORT	0	0	0
UNDISTRIBUTED EXPENSES	0	0	0
<b>TOTAL OPERATING &amp; OTHER EXPENSE</b>	<b>\$54,897,470</b>	<b>\$2,669,800</b>	<b>\$57,567,270</b>
 <b>NET OPERATING RESULTS</b>	 <b>\$3,657,930</b>	 <b>(\$2,669,800)</b>	 <b>\$988,130</b>
 OTHER DEDUCTIONS	 \$0	 \$0	 \$0
CAPITAL EXPENDITURES	26,172,000	(2,669,800)	23,502,200
BOND PRINCIPAL PAYMENTS	5,748,400	0	5,748,400
BOND PRINCIPAL PAYMENTS - CITY ANNEXATION	684,800	0	684,800
LOAN PRINCIPAL PAYMENTS	1,267,900	0	1,267,900
TOTAL CONTRACTS PAYABLE PAYMENT	3,121,400	0	3,121,400
DEPRECIATION/AMORTIZATION ADJUSTMENT	(14,690,500)	0	(14,690,500)
<b>TOTAL SUPPLEMENTAL EXPENDITURES</b>	<b>\$22,304,000</b>	<b>(\$2,669,800)</b>	<b>\$19,634,200</b>
 <b>TOTAL EXPENSES &amp; SUPPLEMENTAL EXP.</b>	 <b>\$77,201,470</b>	 <b>\$0</b>	 <b>\$77,201,470</b>
 APPR. TO RATE STABILIZATION FUND	 \$500,000	 \$0	 \$500,000
APPR. TO ANNEXATION FUND	2,149,500	0	2,149,500
TRANSFER TO FMISF	0	0	0
NET ASSETS	0	0	0
<b>TOTAL APPROPRIATIONS AND NET ASSETS</b>	 <b>\$2,649,500</b>	 <b>\$0</b>	 <b>\$2,649,500</b>
 <b>TOTAL WATER &amp; SEWER EXPENDITURES</b>	 <b>\$79,850,970</b>	 <b>\$0</b>	 <b>\$79,850,970</b>

000016



# CITY COUNCIL ACTION MEMO

To: Dale Iman, City Manager

*Steven K. Blanchard*

From: Steven K. Blanchard, CEO/General Manager  
Public Works Commission of the City of Fayetteville

Date: January 28, 2009 (**Scheduled City Council Date: February 9, 2009**)

Re: Project Fund Amendments

**THE QUESTION:** The Public Works Commission of the City of Fayetteville requests Council adopt Budget Amendment #1 for the Rim Road Water Main Capital Project Fund and the Ft. Bragg Interim Water Service Project Fund

**RELATIONSHIP TO STRATEGIC PLAN:** Quality utility services.

**BACKGROUND:**

The Public Works Commission, during their meeting of January 28, 2009 approved Budget Amendment #1 for the Rim Road Water Main Capital Project Fund and the Ft. Bragg Interim Water Service Project Fund and to forward to City Council for adoption.

The Rim Road Water Main Capital Project Fund has cleared all expenses related to the project. The project fund has funds remaining and as outlined in the agreement with the City, the remaining balance (\$126,374) is to be evenly disbursed to the City and PWC General Funds.

The Ft. Bragg Interim Water Service Project Fund is being revised for projected revenues and expenditures related to the interim operations of the Ft. Bragg Water Treatment Plant and pass through capital construction expenditures until the interim service requirements have expired. The total projected budget is \$21,840,234. PWC is the lead contractor and point of contact for potable water to Ft. Bragg.

**RECOMMEDATIONS:**

Adopt Budget Amendment #1 for the Rim Road Water Main Capital Project Fund and the Ft. Bragg Interim Water Service Project Fund.

000017

ITEM 3.D.



WILSON A. LACY, COMMISSIONER  
TERRI UNION, COMMISSIONER  
LUIS J. OLIVERA, COMMISSIONER  
MICHAEL G. LALLIER, COMMISSIONER  
STEVEN K. BLANCHARD, CEO/GENERAL MANAGER

**PUBLIC WORKS COMMISSION**  
OF THE CITY OF FAYETTEVILLE

955 OLD WILMINGTON RD  
P.O. BOX 1089  
FAYETTEVILLE, NORTH CAROLINA 28302 1089  
TELEPHONE (AREA CODE 910) 483-1401  
FAX (AREA CODE 910) 829-0207

**ELECTRIC & WATER UTILITIES**

January 21, 2009

**MEMO TO:** Steven K. Blanchard, CEO

**MEMO FROM:** J. Dwight Miller, CFO

**SUBJECT:** Project Fund Amendments

The **Rim Road Water Main Capital Project Fund** has cleared all expenses related to the project. The project fund has funds remaining; per the agreement with the City the remaining balance (\$126,374) is to be evenly disbursed to the City and PWC General Funds.

The **Ft. Bragg Interim Water Service Project Fund** is being revised for projected revenues and expenditures related to the interim operations of the Ft. Bragg Water Treatment Plant and pass through capital construction expenditures until the interim service requirements have expired. The total projected budget is \$21,840,234. PWC is the lead contractor and point of contact for potable water to Ft. Bragg.

Staff recommends that the Commission adopt Budget Amendment #1 for both the Rim Road Water Main Capital Project Fund and the Ft. Bragg Interim Water Service Project Fund and forward to City Council for adoption.

**APPROVED:**

**PUBLIC WORKS COMMISSION**

DATE: 1-28-09

CONSENT  
ITEM II-C

**PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE**  
**Rim Road Water Main Capital Project Fund**  
**For Fiscal Years 2008 - 2009**

**Amendment #1 - Final**

	Prior Years	Proposed Amendment #1	Recommended Inception to Date Budget
<b>Estimated Funding Sources</b>			
Transfer from City of Fayetteville	\$ 135,200	\$ (16,673)	\$ 118,527
Transfer from Public Works Commission General Fund	205,200	(16,672)	188,528
NC Department of Environment and Natural Resources	-	56,659	56,659
North Carolina Rural Center	-	45,000	45,000
<b>Total Funding Sources</b>	<b>\$ 340,400</b>	<b>\$ 68,314</b>	<b>\$ 408,714</b>
<b>Estimated Expenditures</b>			
Project Installation Cost	\$ 296,000	\$ (13,659)	\$ 282,341
15% Contingency	44,400	(44,400)	-
Transfer to PWC W/S Fund	-	63,187	63,187
Transfer to City of Fayetteville	-	63,186	63,186
<b>Total Expenditures</b>	<b>\$ 340,400</b>	<b>\$ 68,314</b>	<b>\$ 408,714</b>

ADOPTED BY COMMISSION  
ADOPTED BY CITY COUNCIL

February 20, 2008	<i>Proposed</i>
February 25, 2008	<i>Proposed</i>

<i>January 28, 2009</i>
<i>February 9, 2009</i>

**CITY OF FAYETTEVILLE PUBLIC WORKS COMMISSION**  
**Ft. Bragg Interim Water Service Project Fund**  
**For Fiscal Years 2007 - 2010**

**Amendment #1**

	Original Budget	Proposed Amendment #1	Recommended Inception to Date Budget
<b>Estimated Funding Sources</b>			
United States of America - (DOD)	\$ 6,728,945	\$ 15,111,289	\$ 21,840,234
<b>Total Funding Sources</b>	<b>\$ 6,728,945</b>	<b>\$ 15,111,289</b>	<b>\$ 21,840,234</b>
<b>Estimated Expenditures</b>			
CLIN 0002 - Design, Budget and Schedule	\$ 2,343,025	\$ 54,100	\$ 2,397,125
CLIN 0003AA - Initial Capital Payment	\$ 628,524	\$ 14,236,190	\$ 14,864,714
CLIN 0004 - Transition Costs	\$ 274,112	\$ -	\$ 274,112
CLIN 0005 - Interim Plant Operations (1)	\$ 3,253,284	\$ 92,904	\$ 3,346,188
CLIN 0006 - Interim Operations Major	\$ 230,000	\$ 251,400	\$ 481,400
CLIN 0007 - Flouride Spill Remediation	\$ -	\$ 476,695	\$ 476,695
<b>Total Expenditures (2)</b>	<b>\$ 6,728,945</b>	<b>\$ 15,111,289</b>	<b>\$ 21,840,234</b>

(1) Monthly fee renegotiated annually

(2) Expenditures payable to either PWC's General Fund or Harnett County in accordance with the Water Contract.

ADOPTED BY COMMISSION  
ADOPTED BY CITY COUNCIL

November 8, 2006	<i>Proposed</i>
November 27, 2006	<i>Proposed</i>

January 28, 2009
February 9, 2009

# CITY COUNCIL ACTION MEMO

To: Dale Iman, City Manager



From: Steven K. Blanchard, CEO/General Manager  
Public Works Commission of the City of Fayetteville

Date: January 28, 2009 (**Scheduled City Council Date: February 9, 2009**)

Re: Bid Recommendation – Purchase of approximately 4000 dry tons of Liquid Ferric Sulfate

**THE QUESTION:** The Public Works Commission of the City of Fayetteville requests Council approve bid award for purchase of approximately 4000 dry tons of Liquid Ferric Sulfate through October 31, 2009 (with the option to extend contract for additional period(s) upon the agreement of both parties).

**RELATIONSHIP TO STRATEGIC PLAN:** Quality utility services.

**BACKGROUND:**

The Public Works Commission, during their meeting of January 28, 2009 approved to award bid for purchase of approximately 4000 dry tons of Liquid Ferric Sulfate through October 31, 2009 (with the option to extend contract for additional period(s) upon the agreement of both parties) to Kemira Water Solutions, Inc., Lawrence, KS in the total amount of \$994,680.00 and forward to City Council for approval. Bids were received January 20, 2009 as follows:

<u>Bidders</u>	<u>Total Cost</u>
Kemira Water Solutions, Inc., Lawrence, KS	\$ 994,680.00
General Chemical, Parsipanny, NJ	\$1,280,000.00

**ISSUES:**

- Bids were solicited from eleven (11) bidders with two (2) bidders responding.
- Bids advertised in the Fayetteville Observer.
- The low bidder, Kemira Water Solutions, Inc., is not classified as a DBE, minority or woman owned business.

**OPTIONS:**

**RECOMMENDATIONS:**

Award bid to the low bidder, Kemira Water Solutions, Inc., Lawrence, KS in the total amount of \$994,680.00.

**PUBLIC WORKS COMMISSION  
ACTION REQUEST FORM**

TO: Steve Blanchard, CEO/General Manager DATE: January 21, 2009

FROM: Gloria Wrench, Purchasing Manager

.....  
**ACTION REQUESTED:** Award contract for the purchase of approximately 4000 dry tons of Liquid Ferric Sulfate through October 31, 2009 (with the option to extend contract for additional period(s) upon the agreement of both parties).  
.....

**BID/PROJECT NAME:** Liquid Ferric Sulfate

**BID DATE:** January 20, 2009 **DEPARTMENT:** Water Treatment

.....

BIDDERS	TOTAL COST
<u>Kemira Water Solutions, Inc., Lawrence, KS</u>	<u>\$ 994,680.00</u>
<u>General Chemical , Parsipanny, NJ</u>	<u>\$1,280,000.00</u>

.....

**AWARD RECOMMENDED TO:** Kemira Water Solutions, Inc., Lawrence, KS

**BASIS OF AWARD:** Low bidder

.....  
**COMMENTS:** Bids were solicited from eleven (11) bidders with two (2) bidders responding. The low bidder is recommended.  
.....

**ACTION BY COMMISSION**

APPROVED  REJECTED   
DATE 1-28-09

**ACTION BY COUNCIL**

APPROVED  REJECTED   
DATE \_\_\_\_\_

CONSENT  
ITEM II-B

## BID HISTORY

### LIQUID FERRIC SULFATE BID DATE: JANUARY 20, 2009

#### Advertisement

1. The Fayetteville Observer, Fayetteville, NC 12/23/08

#### List of Organizations Notified of Bid

1. NAACP Fayetteville Branch, Fayetteville, NC
2. NAWIC, Fayetteville, NC
3. N.C. Institute of Minority Economic Development, Durham, NC
4. SEBEDP, Fayetteville, NC
5. Fayetteville Business & Professional League
6. SBTDC, Fayetteville, NC
7. FTCC Small Business Center, Fayetteville, NC
8. The Women's Center of Fayetteville, Fayetteville, NC
9. Fayetteville Area Chamber of Commerce, Fayetteville, NC

#### List of Prospective Bidders

1. JCI Jones Chemicals, Charlotte, NC
2. General Chemical, Parsippany, NJ
3. Water Elements, Lakeland, FL
4. DPC Enterprises, Mt. Mourne, NC
5. CFS Enterprises, Inc., Charlotte, NC
6. Key Chemical, Inc., Waxhaw, NC
7. Univar USA, Inc., Suffolk, VA
8. Harcros Chemicals, Inc., Thomasville, NC
9. Brenntag Southeast, Durham, NC
10. Basic Chemical Solutions, Morrisville, PA
11. Kemira Water Solutions, Inc., Lawrence, KS

#### DBE/MWBE Participation

None. The low bidder is not classified as a DBE, minority or woman owned businesses.

# CITY COUNCIL ACTION MEMO

**To:** Dale Iman, City Manager  
**From:** Gloria Wrench, Purchasing Manager  
**Date:** February 9, 2009  
**Re:** Award Contracts for the Purchase of 2009 Police Vehicles

**THE QUESTION:** Staff requests approval to award contracts for the purchase of forty-two (42) 2009 police vehicles.

**RELATIONSHIP TO STRATEGIC PLAN:** More Efficient City Government –  
Cost-Effective Service Delivery

**BACKGROUND:** Currently, the City has the need to purchase forty-two (42) police vehicles. The total budgeted amount for the replacement of these cars is \$1,217,000. Formal bids were received January 22, 2009. Staff recommends bid awards as follows:

- Twelve (12) 2009 Crown Victoria Police Cars, marked, completely up-fitted, from Lafayette Ford, Fayetteville, NC, at a unit cost of \$29,849.64, for a total cost of \$358,195.68.
- Twenty (20) 2009 Chevrolet Impala Police Cars, un-marked, completely up-fitted, from Bobby Murray Chevrolet, Raleigh, NC, at a unit cost of \$24,043.00, for a total cost of \$480,860.00.
- Five (5) 2009 Dodge Charger Police Cars, marked, completely up-fitted, from Ilderton Dodge, High Point, NC, at a unit cost of \$27,988.00, for a total cost of \$139,940.00.
- Five (5) 2009 Dodge Charger Police Cars, un-marked, completely up-fitted, from Ilderton Dodge, High Point, NC, at a unit cost of \$26,608.00, for a total cost of \$133,040.00.

The total cost for the purchase of all forty-two (42) cars is \$1,112,035.68.

**ISSUES:** No outstanding issues.

**OPTIONS:** (1) Award contract according to staff recommendation. (2) Not award contract.

**RECOMMENDATIONS:** Award contracts for the purchase of 2009 Police Vehicles as recommended above.



# CITY COUNCIL ACTION MEMO

**TO:** Mayor and Members of City Council  
**FROM:** Candice H. White, City Clerk *cu*  
**THRU:** Doug Hewett, Assistant City Manager *D*  
**DATE:** February 9, 2009  
**RE:** Meeting Times and Places for City of Fayetteville Boards, Commissions and Committees

---

**THE QUESTION:**

Should City Council approve a change to Meeting Times and Places for City of Fayetteville Boards, Commissions and Committees as recommended by the Fayetteville-Cumberland Parks and Recreation Advisory Commission?

**RELATIONSHIP TO STRATEGIC PLAN:**

Principle H.7: Partnership of Citizens – Citizens volunteering to help the City.

**BACKGROUND:**

The Fayetteville-Cumberland Parks and Recreation Advisory Commission at their January 2009 meeting recommended a change to the commission's regular meeting time from 5:30 p.m. to 5:45 p.m. and to forward to City Council for approval.

**ISSUES:**

N/A

**OPTIONS:**

1. Approve the change to Meeting Times and Places for Fayetteville Boards, Commissions and Committees as recommended by the Fayetteville-Cumberland Parks and Recreation Advisory Commission.
2. Do not approve the change to Meeting Times and Places for Fayetteville Boards, Commissions and Committees as recommended by the Fayetteville-Cumberland Parks and Recreation Advisory Commission.

**RECOMMENDATION:**

Approve the requested change to Meeting Times and Places for Fayetteville Boards, Commissions and Committees as recommended by the Fayetteville-Cumberland Parks and Recreation Advisory Commission.

# DRAFT

## MEETING TIMES AND PLACES FOR FAYETTEVILLE BOARDS, COMMISSIONS, AND COMMITTEES

DELEGATION	DATE	TIME	PLACE
Airport Commission	Last Tuesday	2:00 p.m.	First Floor Conference Room Fayetteville Regional Airport
Joint City and County Appearance Commission	1st Monday	5:15 p.m.	City Hall, 1st Floor, Cape Fear Room
Board of Adjustment	3rd Monday	5:00 p.m.	City Hall, 1st Floor, Council Chamber
Board of Appeals on Buildings and Dwellings	As Needed		City Hall, 1st Floor
City Planning Commission	3rd Tuesday	7:00 p.m.	City Hall, 1st Floor, Lafayette Room
City Zoning Commission	2nd Tuesday	7:00 p.m.	City Hall, 1st Floor, Council Chamber
Fair Housing Board	As Needed		
Fayetteville Linear Park, Inc.	1st Tuesday	4:00 p.m.	City Hall, 1st Floor, Lafayette Room
Firemen's Relief Fund Board-Board of Trustees	As Needed		Fire Department
Historic Resources Commission	4th Tuesday	4:00 p.m.	City Hall, 1st Floor, Lafayette Room
Fayetteville-Cumberland Human Relations Commission	2nd Thursday	5:30 p.m.	City Hall, 1st Floor, Lafayette Room
Human Relations Commission Executive Committee	Last Thursday	5:30 p.m.	City Hall, 1st Floor, Human Relations Conference Room
Metropolitan Housing Authority	2nd Thursday	9:00 a.m.	1000 Ramsey Street
Fayetteville-Cumberland Parks and Recreation Advisory Commission	1st Tuesday	5:30 p.m. 5:45 p.m.	Parks and Recreation Administrative Office Conference Room, 121 Lamon Street
Personnel Review Board	As Needed		
Public Works Commission	2nd and 4th Wednesday	8:30 a.m.	PWC Administration Building, 955 Old Wilmington Road
Public Works Commission Retirement Board	Annually	Varies	PWC Administration Building, 955 Old Wilmington Road
Redevelopment Commission	2nd Wednesday	12:30 p.m.	City Hall, 1st Floor, Lafayette Room
Joint City and County Senior Citizens Advisory Commission	2nd Tuesday	2:30 p.m.	City Hall, 1st Floor, Lafayette Room
Joint Storm Water Advisory Board	1st Tuesday	5:30 p.m.	City Hall, 1st Floor, Lafayette Room
Taxicab Review Board	3rd Tuesday	2:00 p.m.	City Hall, 1st Floor, Cape Fear Room
Transit Advisory Committee	4th Thursday	4:00 p.m.	455 Grove Street, Transit Conference Room
Wrecker Review Board	As Needed		



## City Clerk's Office

January 28, 2009

City Hall Bulletin Board  
The Fayetteville Observer  
WFNC Radio Station  
WRAL-TV  
WKML Radio Station  
Chamber of Commerce

Mayor and Members of City Council  
Dale Iman  
Kyle Sonnenberg  
Stanley Victrum  
Karen M. McDonald

This is to advise you that the Parks & Recreation Advisory Commission of the Fayetteville-Cumberland Parks & Recreation Department voted to change the meeting time of 5:30 PM to 5:45 PM effective with the February 2009 meeting. Meetings will continue to be held on the 1<sup>st</sup> Tuesday of the month at 121 Lamon Street.

### Agenda

- Item 1.** Approval of Agenda
- Item 2.** Approval of January 13, 2009 Minutes
- Item 3.** Discussion on Agenda Items – Chair Pone
- Item 4.** Briefing on CBM Forum – Chair Pone
- Item 5.** Member-At-Large Replacement – Chair Pone
- Item 6.** Update on Little League – Michael Gibson
- Item 7.** Adjournment

This notice is forwarded to you in compliance with your request on file in this office and with N.C.G.S. § 143-318.12 and Section 2-2 of the Code of the City of Fayetteville.

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1989  
FAX (910) 433-1980

000027

# CITY COUNCIL ACTION MEMO

**To:** Rob Anderson, Chief Development Officer  
**From:** Jimmy Teal, Planning Director  
**Date:** February 9, 2008  
**Re:** Moratorium on Billboard Transfer Ordinance

*RAT, JAT*

**THE QUESTION:** Consider extending the moratorium on Section 30-262(g) of the sign ordinance suspending any activity of accepting, processing or acting upon any billboard transfer requests for a period of sixty days beginning February 9<sup>th</sup>.

**RELATIONSHIP TO STRATEGIC PLAN:** Partnership of Citizens

**BACKGROUND:**

The City Council at the April 14, 2008 meeting adopted a sixty day moratorium on processing any billboard transfer/upgrade requests. This was done to allow time for an amended billboard ordinance to be developed and presented to City Council. The City Council voted on June 9<sup>th</sup>, August 11<sup>th</sup>, September 22<sup>nd</sup> and December 8<sup>th</sup> to extend the moratorium an additional sixty days.

**ISSUES:**

The current moratorium expires on Monday, February 9<sup>th</sup>. Additional time is needed to resolve the billboard issue. Therefore, an extension of the billboard transfer moratorium is needed to prevent applications for billboard transfers during this period.

**OPTIONS:**

1. Extend the existing sixty day moratorium for an additional sixty days beginning December 11<sup>th</sup>;
2. Do not extend the moratorium.

**RECOMMENDATIONS:**

1. Extend the existing sixty day moratorium for an additional sixty days beginning February 9<sup>th</sup>.

# CITY COUNCIL ACTION MEMO

**To:** Mayor and Members of City Council  
**From:** Dale Iman, City Manager  
**Date:** February 9, 2009  
**Re:** Public Hearing on Economic Development Incentive Agreement with Goodyear Tire & Rubber Company

---

**THE QUESTION:** Does the City Council wish to approve an Economic Incentive Agreement with Goodyear Tire & Rubber Company?

**RELATIONSHIP TO STRATEGIC PLAN:** Strong Local Economy

**BACKGROUND:** The City has agreed in concept to provide an economic development incentive to Goodyear Tire & Rubber Company in consideration for the company making a capital investment of at least \$200 million by December 31, 2012, and retaining 2,000 employees. The City's obligation to make any economic development incentive payment would be contingent upon the company making the investment and retention of the employees.

Following certification of the investment and annual year-end certification of employee retention, the City of Fayetteville would grant \$100,000 per year, for 10 years, to Goodyear Tire & Rubber Company. If the number of employees retained is less than 2,000, the City would not be obligated to make further grant payments.

The company entered into a JMAC Grant Agreement with the State of North Carolina on September 17, 2008, providing for state grants of up to \$30 million over a ten-year period for the capital investment and maintenance of employees. The County has also agreed to provide economic development incentives to the company.

North Carolina state law requires that a public hearing be held on these types of economic development incentive agreements and the Cumberland County Board of Commissioners held their public hearing on November 3, 2008. The City's public hearing is scheduled for February 9, 2009.

**THE ISSUE:**

Approval of this incentive agreement with Goodyear Tire & Rubber Company will help retain this company and jobs in our community.

**OPTIONS:**

1. Approve finalization and execution of the Economic Incentive Agreement with Goodyear Tire & Rubber Company.
2. Do not approve the finalization and execution of the Economic Incentive Agreement with Goodyear Tire & Rubber Company.

**RECOMMENDATIONS:**

Authorize the City Manager and City Attorney to finalize and execute the Economic Incentive Agreement with Goodyear Tire & Rubber Company.

THE GOODYEAR TIRE & RUBBER COMPANY

AND

CITY OF FAYETTEVILLE, NORTH CAROLINA

---

INCENTIVE AGREEMENT

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Dated Effective as of January 1, 2008

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## INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT is dated effective as of January 1, 2008 (as supplemented or amended, the "Agreement"), and is between THE GOODYEAR TIRE & RUBBER COMPANY, an Ohio business corporation (the "Company"), and CITY OF FAYETTEVILLE, NORTH CAROLINA, a public body politic and a political subdivision of the State of North Carolina (the "City").

### RECITALS:

WHEREAS, the Company currently employs over 3,000 employees thereby contributing to the City's economic tax base; and

WHEREAS, the average wage of the employees living within the municipal limits of Fayetteville is over \$30,000.00 per year; and

WHEREAS, the purpose of this Agreement is to describe certain incentives to be provided by the City to the Company in connection with the Company's modernization of tire plant line[s], refits[s] and/or upgrade[s] and related improvements in Cumberland County, North Carolina (the "County") to allow the Company better and more efficiently to respond to competitive market conditions and meet market demand for premium tire products, including refits and upgrades which the Company may undertake in the near future; and

WHEREAS, in connection with that purpose, the City's governing body (the "City Council") held a public hearing February 9, 2009, on the proposed incentives to be provided by the City to the Company, which incentives are set forth in this Agreement, and

WHEREAS, the City Council found such incentives and this Agreement to be in the public interest and to further the public health, safety and welfare.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

### ARTICLE I

#### DEFINITIONS; RULES OF CONSTRUCTION

1.01. Definitions. For all purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

"Business Day" means any day that is not a Saturday or a Sunday, or a day on which banks in the State are required by law to be closed.

"Direct Investment" means the cumulative total by the Company or on its behalf on the increase in taxable ad valorem value of all buildings, property, furniture, fixtures and equipment installed by the Company, including, without limitation, the value of capital and operating leases, regardless of funding source for any such items, over the ad valorem taxable value of such property as listed effective January 1, 2007.

"Project" means the tire plant line[s], refit[s] and/or upgrade[s], and related improvements, to allow the Company to better and more efficiently respond to competitive market conditions and meet market demand for premium tire products, including refits, upgrades and associated improvements, which the Company has undertaken since January 1, 2007 and may undertake in the near future, to be constructed, renovated and/or added by the Company at its Site located on North Ramsey Street, Cumberland County, N.C. (the "Facility"), and includes all capital structures, furniture, fixtures and equipment used in connection therewith.

"Property taxes" means all ad valorem property taxes levied by the County, including its general county-wide levy, fire tax district taxes, fire service district taxes, and recreation service district taxes.

"Site" means the real property in the County upon which the Facility is located, as more specifically described in Exhibit A.

"State" means the State of North Carolina.

1.02. Rules of Construction. Unless the context otherwise indicates.

(a) words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well;

(b) all references to Articles, Sections or Exhibits are references to Articles, Sections and Exhibits of this Agreement;

(c) all references to officers are references to City or County officers, except for any reference to an officer of the Company; and

(d) the headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction or effect.



ARTICLE II

FACILITY AND SITE RENOVATIONS

The Company is refitting and/or upgrading at the Site its tire manufacturing business and ability to respond to market demand for premium tire products, and intends and expects to undertake additional investments from time to time up to and including December 31, 2021. The Company currently operates a tire manufacturing plant at the Facility. The Company agrees that, in consideration of incentives for direct investment provided herein, it will make the Direct Investment. The incentives are intended to assist the Company in the expense of the Project.

ARTICLE III

INCENTIVE PAYMENTS IN CONSIDERATION OF MINIMUM LEVEL OF FULL TIME EMPLOYEES AND DIRECT INVESTMENT

The City approves an authorization for an inducement to the Company based on the company making a Direct Investment of \$200,000,000.00 at the Site by December 31, 2012 and continued employment of 2,000 full-time employees at the Site during the period for which the City is required to make payments.

This Agreement is intended to be an inducement to the Company to maintain jobs and provide Direct Investment in land, buildings, furniture, fixtures and equipment, including, without limitation, the value of capital and operating leases at the Site. The City agrees to make certain incentive payments to the Company as described and on the terms set forth herein, provided, however, nothing in this Agreement shall be construed to require the Company to continuously operate the Facility, or to employ any number of individuals or make any required expenditures. Should the Company not make the Direct Investment or maintain the continued employment of 2,000 Full-Time Equivalent Employees as described above, the Company shall not be entitled to receive the incentives as set forth in this Agreement.

ARTICLE IV

INCENTIVE PAYMENTS

The City will fund and pay incentives to the Company as stated in this Agreement, payable to the Company in annual installments in amounts and for the period as set forth herein. The Company shall certify to the County Tax Administrator in January of each such calendar year of this Agreement the Direct Investment, for the year ended December 31 immediately preceding, whether or not the amount of the Direct Investment has changed during such year, beginning with January of calendar year 2008. The Company shall certify to the City the number of full-time employees in January of each calendar year of this Agreement, beginning with calendar year 2008. The City shall then verify the employment information.

The City will provide the Company an annual incentive payment of \$100,000, for no more than ten consecutive years, if the Company meets the following:

- a. makes a Direct Investment of \$200,000,000.00 at the Site by December 2012 and maintains that Direct Investment during the term of this agreement; and
- b. continues to employ a minimum of 2,000 full-time employees at the Site during the term of this agreement

The City shall make annual payments of \$100,000, if any, due the Company under this Agreement by issuance and delivery of its check (or other payment mechanism as agreed by the City and the Company) to the Company by January 31 of the next calendar year, provided ad valorem taxes applicable to the Direct Investment have been paid and the Company has maintained a minimum of 2,000 full-time employees at the Site.

The incentive payment shall be subject to and contingent upon the Company having paid all property taxes applicable to all its taxable property.

The Company shall certify its Direct Investment as required above by providing accurate documentation as a supplement to its annual tax listing forms submitted to the Cumberland County Tax Administrator, which supplement shall be reasonably satisfactory to the Tax Administrator, showing the initial ad valorem taxable value of property for which investment is claimed in any year (including for operating leases even if listed in the name of a party other than Company) as of the tax listing date applicable to such property. With respect to the Direct Investment, the County will use the depreciation schedules as directed or recommended from time to time by the Property Tax Division of the North Carolina Department of Revenue.

For any calendar year covered by this Agreement in which the Company has not made its Direct Investment or maintained 2,000 Full-Time Equivalent Employees, the City shall not be obligated to make a payment under this agreement.

In no event shall the City be obligated to make cumulative incentive payments in excess of the maximum stated above or to make any payments beyond January 31, 2023.

## ARTICLE V

### DISCLAIMER OF WARRANTIES

The Company acknowledges that the City has not designed the Facility, or supplied any plans or specifications with respect thereto and that the City (a) is not a manufacturer of, nor dealer in, any of the component parts of the Facility or similar facilities, (b) has not made any recommendation, given any advice nor taken any other action with respect to (1) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any

component part thereof or any property or rights relating thereto, or (2) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, (c) has not at any time had physical possession of the Project or any component part thereof or made any inspection thereof (other than in its normal course of inspections, if any, as such relate to construction of any such Project in the County) or any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results that the Company intends, or (iii) is safe in any manner or respect.

The City makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability of it for any purpose, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Project's ability to perform any function; or any other characteristic of the Project. The Company shall bear all risks relating to the Project, the completion thereof or the transactions contemplated thereby, and the Company hereby waives the benefits of any and all implied warranties and representations of the City.

The provisions of this Article shall survive the Agreement's termination.

## ARTICLE VI

### EXPIRATION OF AGREEMENT

This Agreement shall expire, without further action on the part of either the Company or the City, upon payment in full of any amounts due from the City to the Company pursuant to, and in accordance with, the terms hereof.

### ASSIGNMENT

Neither party shall transfer or assign any interest in or obligation under this Agreement without the prior express written consent of the other; provided, however, that this Agreement may be assigned by the Company to any parent, subsidiary or affiliate of the Company, or to any person or entity to which the operations at the Project are transferred so long as such operations are continued substantially as contemplated herein and for the term hereof, without the City's consent.

ARTICLE IX

LIMITED OBLIGATION OF CITY

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE CITY'S SOLE DISCRETION FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY'S MONIES, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE CITY'S CITY COUNCIL. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE SHALL TAKE PRIORITY.

Notwithstanding any other provisions to the contrary in this Agreement, if any payment of incentives due under this Agreement is not made to the Company as required herein, in addition to entitling the Company to exercise its rights and remedies at law or in equity, the City and the Company intend that on a cumulative carry-forward basis from year to year during the term hereof, any shortfalls in annual incentive payments due hereunder from the City to the Company shall be paid to the Company as soon as such funds reasonably are available, and from whatever source (including amounts allocated to fund the City's obligations under this Agreement in future years). Such amounts not funded by the City and owing to the Company shall not bear any interest.

ARTICLE X

MISCELLANEOUS

10.01. Governing Law; Venue. The parties intend that this Agreement shall be governed by the law of the State of North Carolina without regard to the conflict of laws provisions thereof and that exclusive venue as to any dispute arising hereunder shall be in the State of North Carolina.

10.02. Notices.

(a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement

(b) Any communication shall be either delivered by hand or mailed by certified first-class mail, postage prepaid, return receipt requested, and addressed as follows:

(1) If to the Company, to:  
The Goodyear Tire & Rubber Company  
Attn: Corporate Secretary  
1144 East Market Street  
Akron, Ohio 44316-0001

(2) If to the City, to:  
Dale E. Iman, City Manager  
433 Hay Street  
Fayetteville, N.C. 28301

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to the other.

(d) All notices shall be effective only upon actual receipt.

10.03. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

10.04. Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

10.05. Entire Agreement; Amendments. This Agreement, including any exhibits which may be attached, and which are incorporated herein and made a part hereof, constitutes the entire contract between the parties. This Agreement shall not be changed except in writing signed by authorized representatives of both parties.

10.06. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

10.07. Time. Time is of the essence in this Agreement and each and all of its provisions.

10.08. Liability of Officers and Agents. No officer, agent or employee of the County or the Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

10.09. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

ATTEST:

THE GOODYEAR TIRE & RUBBER COMPANY

BY: \_\_\_\_\_  
Assistant Secretary

BY: \_\_\_\_\_  
Name: Richard J. Kramer  
Title: President, North American Tire

ATTEST:

CITY OF FAYETTEVILLE, N.C.

BY: \_\_\_\_\_  
Candice White  
City Clerk

BY: \_\_\_\_\_  
Anthony G. Chavonne  
Mayor

[CITY SEAL]

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

Approved for Legal Sufficiency:

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
City Finance Officer

Exhibits

A - Site location

EXHIBIT A

SITE DESCRIPTION

Located in Cumberland County, NC, BEING APPROXIMATELY 378 acres, more or less, generally at the intersection and in the vicinity of Ramsey Street and Melstone Drive, Cumberland County, North Carolina, and including Cumberland County Tax Map Tracts PIN 0541-47-6760 and PIN 0541-28-3941.



# CITY COUNCIL ACTION MEMO

**To:** Dale Iman, City Manager  
**From:** Benny Nichols, Fire Chief *B. Nichols*  
**Date:** February 9, 2009  
**Re:** Resolution to Accept the Staffing for Adequate Fire and Emergency Response (SAFER) Grant

## THE QUESTION:

The Fayetteville Fire/Emergency Management Department is seeking assistance through a SAFER Grant to hire twenty-four (24) additional firefighters in order to meet standards promulgated by the National Fire Protection Agency (NFPA) and the Occupational Health and Safety Administration (OSHA) and adopted by the Department of Homeland Security (DHS). Matching funding for the grant has not been budgeted. This request is for the acceptance of the SAFER Grant if awarded.

## RELATIONSHIP TO STRATEGIC PLAN:

Goal #3 – Growing City, Livable Neighborhoods – A Great Place to Live

- The northern and eastern fringes of the City continue to grow and develop. With the growth comes an increased amount of calls for emergency response and increased response times. Accepting the SAFER Grant will help provide a stimulus for future growth through improved emergency response capacity and capabilities in the areas.

Goal #4 – More Efficient Government-Cost Effective Service Delivery.

- Services delivered in a cost effective manner. Currently, extended travel distances contributes to longer response times for second and third due companies. The addition of personnel enables the department to place adequate numbers of firefighters on the scene quicker and facilitates a much safer emergency operations, which meets National and OSHA standards.
- Produce results for the strategic plan and budget by facilitating for future growth in the identified areas.
- Provide opportunity to create jobs and recruit a quality and diverse workforce.

## **BACKGROUND:**

- As the City's boundaries have expanded towards the north and east, emergency response times, particularly for the second and third responding units have gradually increased due to the extended travel distance to these areas.
- The I-295 loop at the northern section of the city will be a major connector to that area helping to spur additional growth to the northern fringes of the City. With the growth we can project an increased amount of calls for emergency services and an increase response in response times.
- Upon conducting a risk analysis addressing deployment and staffing needs, the geographic location of units, fire occurrences and needed fire flows, casualty data and applicable compliance with NFPA 1710, it was determined that additional companies and personnel are needed in the identified area.
- Additional companies and personnel will help assist the department in meeting the requirements set by NFPA and OSHA city-wide. They will also provide greater margins of safety by providing greater opportunities to perform necessary functions during the early stages of an incident.
- Proposals to place additional units and personnel in service in the north and east areas of the city have been submitted in recent years, with reoccurring cost being an issue. Funding through the SAFER Grant, will help to overcome some of the funding issues and help provide a stimulus for additional growth. With acceptance of the grant, priority will be given to the department as an applicant of the Assistance to Firefighters Grant to fund additional equipment and supplies required for the additional personnel.

## **ISSUES:**

No current identified issues affecting this recommendation.

## **OPTIONS:**

- Accept the SAFER Grant and identify a strategy to provide the matching funds.
- Not accept the SAFER Grant if awarded and identify an alternative source to fund personnel to place additional responders and equipment on emergency scenes in the identified response areas.
- Not accept the SAFER Grant if awarded, and seek alternative strategies to provide response personnel on emergency scenes in the identified response areas.

## **RECOMMENDATIONS:**

Accept the SAFER Grant if awarded and identify strategies to provide matching funds.

U.S. Department of Homeland Security  
Washington, D.C. 20472



# FEMA

Mr. Mike Hill  
Fayetteville Fire Department  
433 Hay St.  
Fayetteville, North Carolina 28301-5537

Re: Grant No.EMW-2008-FF-01043

Dear Mr. Hill:

On behalf of the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2008 Staffing for Adequate Fire and Emergency Response (SAFER) grants has been approved. The DHS Federal Emergency Management Agency's National Preparedness Directorate, in consultation with the U.S. Fire Administration, carry out the Federal responsibilities of administering your grant. The approved project costs total to \$4,515,535.00. The Federal share is \$2,156,208.00 of the approved amount and your share of the costs is \$2,359,327.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your Grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the Grant and Grant Agreement Articles when you request and receive any of the Federal Grant funds awarded to you.**

The first step in requesting your grant funds is to confirm your correct Direct Deposit Information. Please go on-line to the AFG eGrants system at [www.firegrantsupport.com](http://www.firegrantsupport.com) and if you have not done so, complete and submit your SF 1199A, Direct Deposit Sign-up Form. Please forward the original, completed SF 1199A, Direct Deposit Sign-up Form, signed by your organization and the banking institution to the address below:

Department of Homeland Security  
FEMA, National Preparedness Directorate  
Grants Management Branch  
500 C Street, SW, Room 334  
Washington, DC 20472

Attn: Staffing Adequate Fire and Emergency Response (SAFER)

After your SF 1199A is reviewed and you receive an email indicating the form is approved, you will be able to request payments online. Awardees will draw the Federal Share of the awarded amount on a reimbursement basis no more frequently than quarterly. If you have any questions or concerns regarding the process to request your grant funds, please call 1-877-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Ross Ashley, III".

W. Ross Ashley, III, Assistant Administrator  
Grant Program Directorate

## Agreement Articles



# FEMA

U.S. Department of Homeland Security  
Washington, D.C. 20472

## AGREEMENT ARTICLES

### STAFFING ADEQUATE FIRE AND EMERGENCY RESPONSE - Hiring program

**GRANTEE:** Fayetteville Fire Department

**PROGRAM:** Staffing for Adequate Fire and Emergency Response (SAFER) - Hiring

**AGREEMENT NUMBER:** EMW-2008-FF-01043

**AMENDMENT NUMBER:**

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### Article I - Project Description

The grantee shall perform the work described in the approved grant application's Program Narrative. That narrative is made a part of these grant agreement articles by reference. The SAFER Program is to award grants directly to volunteer, combination, and career fire departments to help the departments increase their cadre of firefighters.

After careful consideration, DHS has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the program's purpose and worthy of award. The grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval. Any material deviation from the approved program narrative will result in the grantee being in default of the grant agreement. This may result in requiring the recipient to return a portion or the entire

grant funding.

**Article II - Grantee Concurrence**

By requesting and receiving Federal grant funds provided by this grant program, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. All documents submitted as part of the original grant application are made a part of this agreement by reference.

**Article III - Period of Performance**

The period of performance shall be from **23-APR-09 to 22-APR-14**.

Grantees under the Hiring of Firefighters Activity must agree to a five-year commitment during which the Federal contribution toward the costs of the salaries and benefits will diminish over the course of the performance period. Grantees under the Recruitment and Retention Activity will have a period of performance up to four years depending on the scope of work outlined in their original grant application.

The grant funds are available to the grantee for obligation only during the period of performance of the grant award. A "recruitment period" of ninety (90) days will be provided for all grantees under both activities. Under the Hiring of Firefighters Activity as well as the Recruitment and Retention Activity, the five-year period of performance will start after this recruitment period. Under the Hiring of Firefighters Activity, if an awardee fills their awarded firefighter positions during the 90-day recruiting period, they will be afforded credit toward the final 12 months of the grant performance period, when the grantee must fund the entire salary. There will be no extensions to any SAFER grants. Award expenditures are for the purposes detailed in the approved grant application only. The grantee cannot transfer funds or assets purchased with grant funds to other agencies or departments without prior written approval from DHS.

**Article IV - Amount Awarded**

The amount of the award is detailed on the Obligating Document for Award attached to these articles. Following are the budgeted estimates for object classes for this grant (including Federal share plus applicable grantee match):

Personnel	\$3,912,942.00
Fringe Benefits	\$602,593.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$4,515,535.00

**Article V - Requests for Advances or Reimbursements**

Grant payments under the SAFER grants are made on a reimbursable basis only. Awardees will draw the Federal share of the awarded amount on a reimbursable basis, i.e., grant funds will reimburse the grantee for actual expenses incurred in the previous quarter. When the grantee needs grant funds, the grantee fills out the on-line Request for Reimbursement which is in the Manage Grant module of the on-line grant application.

**Article VI - Budget Changes**

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Occasionally, due to successful competitive bid processes, breaks in service etc, some grantees have funds remaining after the completion of their obligations outlined above. Grantees awarded under the Hiring of Firefighters Activity that completes the approved scope of work and still has grant funds available must return all excess funds to the grants program office. Grantees awarded under the Recruitment and Retention Activity that have completed the approved scope of work and still has grant funds available may use the excess funds to continue with recruitment or retention activities consistent with the original scope of work, as long as it is within the originally approved period of performance. No extensions to the period of performance will be granted.

#### **Article VII - Financial Reporting**

The Request for Reimbursement mentioned above, will also be used for interim financial reporting purposes. At the end of the performance period, or upon completion of the grantee's program narrative, the grantee must complete, on-line, a final financial report that is required to close out the grant. The Financial Status Report is due within 90 days after the end of the performance period.

#### **Article VIII - Performance Reports**

The grantee must provide periodic performance reports in conjunction with the quarterly payment requests to the AFG program office. Performance reports must be submitted after each quarter even if funds are not requested. In the fifth and final grant year for grants involving the Hiring of Firefighters, grantees will have to submit a performance report at the mid-point of the year and then at grant closeout. All grantees will be required to produce a final report on how grant funding was used and the benefits realized from the award. An accounting of the grant funds must also be included in the performance reports. The quarterly reports are due within 30 days of the end of each quarter (every three months) of the performance period.

#### **Article IX - DHS Officials**

**Program Officer:** Tom Harrington is the Program Officer for this grant program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. Any member of the SAFER program staff may be contacted at 1-866-274-0960.

**Grants Assistance Officer:** Sheila Parker-Darby is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. If you have any questions regarding your grant please contact Sheila Parker-Darby at 1-866-274-0960.

**Grants Management Branch POC:** Ramon Bush is the point of contact for this grant award and shall be contacted for all financial and administrative grant business matters. If you have any questions regarding your grant please call 202-786-9738.

#### **Article X - Other Terms and Conditions**

Pre-award costs are not allowable in the Hiring of Firefighters Activity. Pre-award costs are allowable in the Recruitment and Retention of Volunteer Firefighters Activity on a case by case basis as approved by the program office.

#### **Article XI - General Provisions**

The following are hereby incorporated into this agreement by reference:

44 CFR, Emergency Management and Assistance

Part 7 Nondiscrimination in Federally-Assisted Programs

Part 13 Uniform administrative requirements for grants and cooperative

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agreements to state and local governments

Part 17 Government-wide Debarment and Suspension (Non-procurement)  
and Government-wide Requirements for Drug-free Workplace  
(Grants)

Part 18 New Restrictions on Lobbying

31 CFR 205.6 Funding Techniques

OMB Circular A-21 Cost Principles for Educational Institutions

OMB Circular A-87 Cost Principles for State/local Governments, Indian tribes

OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A-122 Cost Principles for Non-Profit Organizations

#### **Article XII- Audit Requirements**

All grantees must follow the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The main requirement of this OMB Circular is that grantees that expend \$500,000.00 or more in Federal funds in one year (from all Federal sources) must have a single audit performed in accordance with the circular.

As a condition of receiving funding under this grant program, you must agree to maintain grant files and supporting documentation for three years upon the official closeout of your grant. You must also agree to make your grant files, books, and records available for an audit by DHS, the General Accounting Office (GAO), or their duly authorized representatives to assess the accomplishments of the grant program or to ensure compliance with any requirement of the grant program.

**Additional Requirements if applicable** (max 4000 characters)

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1. AGREEMENT NO. EMW-2008-FF-01043	2. AMENDMENT NO. 0	3. RECIPIENT NO. 56-6001226	4. TYPE OF ACTION AWARD	5. CONTROL NO. W462165N
6. RECIPIENT NAME AND ADDRESS Fayetteville Fire Department 433 Hay St. Fayetteville North Carolina, 28301-5537	7. ISSUING OFFICE AND ADDRESS Grants Management, Operations Directorate 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: Ramon Bush 202-786-9738	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Mike Hill	PHONE NO. 9104331428	10. NAME OF PROJECT COORDINATOR Tom Harrington	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 23-APR-09	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:23-APR-09 To:22-APR-14  Budget Period From:01-OCT-08 To:30-SEP-09	

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (AACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT.
SAFER	97.044	2009-M8-0001GF-25000000-4101-D	\$0.00	\$2,156,208.00	\$2,156,208.00	\$2,359,327.00
TOTALS			\$0.00	\$2,156,208.00	\$2,156,208.00	\$2,359,327.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.  
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

SAFER recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)  
N/A

DATE  
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)  
Andrea Gordon

DATE  
05-JAN-09

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