



FAYETTEVILLE CITY COUNCIL  
AGENDA  
SEPTEMBER 3, 2013  
5:00 P.M.

Lafayette Conference Room, City Hall

**1.0 CALL TO ORDER**

**2.0 INVOCATION**

**3.0 APPROVAL OF AGENDA**

**4.0 OTHER ITEMS OF BUSINESS**

4.1 Parks and Recreation - Moses Mathis "The Bicycle Man" Trail Head  
Presented By: Michael Gibson, Parks, Recreation and Building  
Maintenance

4.2 Contract Award for Connect Program (Advanced Metering Infrastructure  
Program)  
Presented By: Steven K. Blanchard, PWC CEO/General Manager and  
Susan Fritzen, PWC Chief Corporate Services Officer

4.3 Parks and Recreation - Outdoor Adoption Program/Gateways  
Presented By: Michael Gibson, Parks Recreation and Maintenance  
Director

4.4 Fort Bragg Intergovernmental Support Agreements (FY13 National  
Defense Authorization Act Section 331)  
Presented By: Kristoff T. Bauer, Deputy City Manager

4.5 DavenportLawrence PWC Functional Alignment Manager  
Recommendations  
Presented By: Theodore L. Voorhees, City Manager

**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](mailto:rmcelrath@ci.fay.nc.us), 910-433-1696, or the Office of the City Clerk at [cityclerk@ci.fay.nc.us](mailto: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 Members of City Council  
**FROM:** Michael Gibson, Parks, Recreation and Building Maintenance  
**DATE:** September 3, 2013  
**RE:** **Parks and Recreation - Moses Mathis "The Bicycle Man" Trail Head**

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**THE QUESTION:**

- Should Council approve the Cape River Trail Head named after Moses Mathis?

**RELATIONSHIP TO STRATEGIC PLAN:**

- Goal 2 - More Attractive City - Clean and Beautiful

**BACKGROUND:**

- The department will be accepting bids for Phase II construction of the Cape Fear River Trail in the near future
- An opportunity is available to name the Trail Head in honor of Moses Mathis, a community volunteer and leader who gave away bicycles each year to disadvantaged children
- According to the "Naming of City Properties in Honor of Individuals" policy, any City facility or property may be named in honor of deceased individuals only and organizations who have made significant contributions to the quality of life and the community through their achievements, leadership, service and civic or financial donations
- Based on the policy, the requirements would be met to name the Trail Head after Mr. Mathis

**ISSUES:**

- N/A

**BUDGET IMPACT:**

- N/A

**OPTIONS:**

- N/A

**RECOMMENDED ACTION:**

- Update Council

**ATTACHMENTS:**

Naming of City Property In Honor of Individuals policy

<b>SUBJECT – CITY PROPERTY</b> <b>Naming of City Properties in Honor of</b> <b>Individuals</b>	<b>Number</b> <b>155.4</b>	<b>Revised</b> <b>6-12-06</b>	<b>Effective</b> <b>Date</b> <b>3-15-1999</b>	<b>Page 1 of 2</b>
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It is hereby declared to be a policy of the City of Fayetteville that for the naming of all City-owned facilities or properties, except those covered in paragraph B below, the following policy shall apply:

A. General Naming Policy:

1. Any City facility or property may be named in honor of deceased individuals only and organizations who have made significant contributions to the quality of life and the community through their achievements, leadership, service, and civic or financial donations.
2. The City Council will not consider the renaming of any City facility or property which has previously been named for an individual.
3. The City Council shall hold a public hearing before the naming or renaming of any facility or property and the public hearing shall be held in accordance with the City Council policy on public hearings.

B. Naming of Facilities in Cross Creek Linear Park:

For purposes of development of the Cross Creek Linear Park by the Cross Creek Linear Park Corporation, Council delegates the naming of components of the Park to the Corporation with the following provisions:

1. The City Council shall approve the components of the Park eligible for naming rights along with an estimated cost for these components.
2. The named components shall be a part of the approved plan and design of the Park.
3. The Corporation will be able to assign the naming rights of these components without additional action by the City Council.

<b>SUBJECT – CITY PROPERTY</b> <b>Naming of City Properties in Honor of</b> <b>Individuals</b>	<b>Number</b> <b>155.4</b>	<b>Revised</b> <b>6-12-06</b>	<b>Effective</b> <b>Date</b> <b>3-15-1999</b>	<b>Page 2 of 2</b>
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4. The naming of the component shall be reserved for contributions of \$25,000.00 or more. The components of this Park may be named after sitting elected officials or employees of the City as long as other requirements of this policy are met.

C. Naming of Parks and Recreation Facilities:

For the purpose of naming parks and recreation facilities, the following shall apply:

1. All requests shall be accompanied by a recommendation from the Fayetteville-Cumberland Parks and Recreation Advisory Commission.
2. As long as other requirements of this policy are met, the City Council shall, on a case-by-case basis, render a decision as to whether to name parks and recreation facilities to include the athletic fields, or only name the athletic fields.

**CITY COUNCIL ACTION MEMO**

**TO:** Mayor and Members of Council  
**FROM:** Steven K. Blanchard, CEO/General Manager  
**DATE:** September 3, 2013  
**RE:** **Contract Award for Connect Program (Advanced Metering Infrastructure Program)**

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**THE QUESTION:**

The Public Works Commission of the City of Fayetteville requests Council approve contract award for the Connect Program.

**RELATIONSHIP TO STRATEGIC PLAN:**

Quality Utility Services

**BACKGROUND:**

The Public Works Commission, during their meeting of August 28, 2013 approved awarding the Connect Program to Sensus USA, Inc., authorized the General Manager to execute contracts for \$46.7 million and to forward to City Council for approval. The Connect Program is an advanced metering infrastructure program.

**ISSUES:**

NA

**BUDGET IMPACT:**

PWC Budgeted Item

**OPTIONS:**

N/A

**RECOMMENDED ACTION:**

Approve awarding contract to Sensus USA, Inc., in the amount of \$46.7 million.

## CITY COUNCIL ACTION MEMO

**TO:** Mayor and Members of City Council  
**FROM:** Michael Gibson, Parks, Recreation and Maintenance Director  
**DATE:** September 3, 2013  
**RE:** **Parks and Recreation - Outdoor Adoption Program/Gateways**

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### **THE QUESTION:**

- Should Council approve the Outdoor Adoption Program to include Gateways?

### **RELATIONSHIP TO STRATEGIC PLAN:**

- Goal 2 - More Attractive City - Clean and Beautiful

### **BACKGROUND:**

- The department received a request from an organization to adopt a bridge in memory of a child
- The current Adopt-A-Street and Adopt-A-Facility program was updated to include an Adopt-A-Gateway and Adopt-An-Area provision
- Adopt-A-Gateway allows groups or individuals to provide landscaping and maintenance on gateways into the city limits and into neighborhoods; safety regulations must be followed for these areas
- The Adopt-An-Area Program allows groups or individuals to adopt a component of a park or gateway in memory of or honor to someone or as a community service; areas that can be adopted include include a bench, playground, picnic shelter, a section of a trail, or a bridge on a trail
- Once an adoption fee is paid, an agreement is signed with FCPR to provide general care and maintenance around the adopted area; adoption fees are not charged for gateways
- Signage (sign, plaque or plate) will be provided by FCPR and attached to the component for the adoption period; Adopt-A-Street and Adopt-A-Gateway signs shall be placed consistent with City of Fayetteville and NC Department of Transportation regulations
- The adoption fee includes application/administration fee that could be used by FCPR should, in the sole opinion of the department, an area need additional maintenance or cleanup
- Individuals/groups will be able to “adopt” via the FCPR website, which will include application forms, interactive maps and ability to pay fees

### **ISSUES:**

- N/A

### **BUDGET IMPACT:**

- N/A

### **OPTIONS:**

- N/A

**RECOMMENDED ACTION:**

- Update Council

**ATTACHMENTS:**

Outdoor Adoption Program/Gateways

Outdoor Adoption Program/Gateways

Outdoor Adoption Program Information





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**OUTDOOR ADOPTION PROGRAM  
APPLICATION**

The City of Fayetteville and Fayetteville-Cumberland Parks and Recreation Department believes that litter-free streets, parks and public areas are essential to the beauty and appeal of our community. To improve the appearance of Fayetteville and to encourage community involvement, an Outdoor Adoption Program has been established for streets, parks and public areas.

By this agreement, \_\_\_\_\_ (applicant/organization), and all of its authorized participants, agree to abide by the program requirements and safety guidelines set forth by the City of Fayetteville for the Outdoor Adoption Program. The applicant will not hold the City of Fayetteville responsible for any injuries suffered or damages that occur as a result of participation in the program.

The City of Fayetteville recognizes the applicant as the adopting organization for (street or site):  
\_\_\_\_\_

**Applicants will automatically renew each year, unless they fail to complete the required number of clean-ups, or they request to be removed from the program. Failure to complete obligations will prevent future adoptions by your organization. The City of Fayetteville reserves the right to cancel this privilege at any time.**

\_\_\_\_\_  
**Signature of Project Coordinator**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**City of Fayetteville Representative**

\_\_\_\_\_  
**Date**

**Organization:** \_\_\_\_\_

Please print the name of your organization, exactly as you want it to appear on the sign; indicate the shortest reduction or abbreviation you will accept.

**Name of Project Coordinator:** \_\_\_\_\_  
**(Please Print)**

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Abbreviated Organization Name:** \_\_\_\_\_



**OUTDOOR ADOPTION PROGRAM  
COOPERATION AGREEMENT**

This Cooperation Agreement is made on \_\_\_\_\_ by and between **Fayetteville-Cumberland Parks and Recreation Department** (121 Lamon Street, Fayetteville, North Carolina, 28301), hereinafter "Parks and Recreation Department", and \_\_\_\_\_ (Address, Fayetteville, North Carolina, Zip), hereinafter "Club".

The parties hereby bind themselves to undertake a Cooperation Agreement ("Agreement") under the following terms and conditions:

**TERM.** The term of this Agreement shall be Five Years for Adopt-A-Park / One Year for Adopt-A-Street unless terminated sooner in accordance with the terms of this Agreement (the "Term"). Adopt-A-Street will automatically renew each year unless Club fails to complete the required number of clean-ups or request to be removed from the program.

**GOALS AND OBJECTIVES.** To provide for the adoption of \_\_\_\_\_ for a period of \_\_\_\_\_ from the date specified in the introductory paragraph of this Agreement. The Parties to this Agreement shall abide by the terms of this Agreement to achieve the following goals and objectives:

Adopt-A-Street: The Club will provide street clean up a minimum of six (6) times per year.

Adopt-An-Area: The Club will pay the Parks Department an application fee of \_\_\_\_\_ covering the five year period for the adoption of the \_\_\_\_\_. The Club will, at its sole cost and expense and with prior approval of the Parks Department, institute clean up or work days to enhance and clean up the area around the adopted area quarterly.

The Parks and Recreation Department will attach an appropriate plaque/plate at either end of the \_\_\_\_\_ to designate the Clubs' interest in and adoption of same. Said plaque/plate and other signage shall be placed consistent with City of Fayetteville and NC Department of Transportation regulations.

**OBLIGATIONS OF THE PARTIES.** Parks and Recreation Department shall perform the following obligations:

To allow Club to perform clean up and upon proper notice and approval, provide landscaping enhancements at and near the area of \_\_\_\_\_.

Clubs shall perform the following obligations:

To perform clean up and landscaping enhancements to the area around \_\_\_\_\_ . Club will perform clean up quarterly and at its own cost and expense. Club understands that landscaping enhancements must be approved by the Parks Department prior to initiating of any work associated with landscaping enhancements. Landscaping enhancements will be performed at Club's sole cost and expense.

**RELEASE AND INDEMNIFICATION.** Parks and Recreation Department shall not be liable to Applicant, its heirs, personal representatives, successors, and assigns, for any injury or damage caused by any act, omission, or the negligence of the Parks and Recreation Department, its agents, servants, employees, contractors or invitees in connection with or relating to the Program. Applicant agrees to indemnify and hold harmless Parks and Recreation Department and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for such injury or damage caused by any act, omission, or negligence of the Applicant, its agents, servants, employees, contractors, licensees, or invitees.

**CONSIDERATION.** The Club agrees to pay the Parks Department a five hundred dollar (\$500.00) application fee to cover the five year bridge adoption.

**REPRESENTATIONS AND WARRANTIES.** Each party to this Cooperation Agreement represents and warrants to the other party that it:

- (a) Has full power, authority and legal right to execute and perform this Cooperation Agreement;
- (b) Has taken all necessary legal and corporate action to authorize the execution and performance of this Cooperation Agreement;
- (c) Agrees this Cooperation Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- (d) Shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Cooperation Agreement.

**TERMINATION.** Either party may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the Agreement, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching party.

**REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due or perform regular clean up to the area around the bridge), the other party

may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default (s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail to the party's address listed in this Agreement, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed. Each party shall inform the other party of any change to its notification address as soon as practicable.

**COMPLIANCE WITH LAWS.** The Club agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City of Fayetteville, North Carolina and other units of local government.

**ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements between the parties.

**AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**GOVERNING LAW.** This Cooperation Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have signed their names below on the above-mentioned date.

Fayetteville-Cumberland Parks and  
Recreation Department:  
  
\_\_\_\_\_

\_\_\_\_\_  
Club:  
  
\_\_\_\_\_

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**OUTDOOR ADOPTION PROGRAM**  
**Adopt-A-Street / Adopt-A-Park Facility**  
**Adopt-A-Gateway / Adopt-An-Area**

The Adoption Program provides the Fayetteville-Cumberland Parks and Recreation Department a meansto

- Improve the appearance of Fayetteville’s city streets, gateways and Parks and Recreation facilities
- Provide citizens (groups or individuals) an opportunity to honor others
- Enhance the parks experience for the public
- Encourage community involvement
- Foster appreciation for Parks and Recreation facilities
- Improve facility conditions without increasing operational or maintenance cost
- Create an additional revenue stream

**The Adopt-A-Street / Adopt-A-Park Facility Programs** operate on a calendar year (Jan. 1 to Dec. 31). The terms of this agreement should be followed from the approval date until December 31. The number of clean-ups required in the first year will be adjusted according to the approval date. After the first year, applicants should complete six (6) clean-ups between January 1 and December 31 each year they remain in the programs. Participants must obey the Program Requirements and Safety Guidelines.

**The Adopt-A-Gateway Program** allows groups or individuals to adopt gateways as a community service or in honor or memory to someone to provide landscaping and maintenance. Gateways include those coming into the city limits and into neighborhoods. It operates on a calendar year, and the terms of this agreement should be followed from the approval date until December 31. The number of clean-ups required in the first year will be adjusted according to the approval date. After the first year, applicants should complete six (6) clean-ups between January 1 and December 31 each year they remain in the programs. Participants must obey the Program Requirements and Safety Guidelines. A sign naming the organization must be approved by NCDOT and shall be placed consistent with City of Fayetteville and NC Department of Transportation regulations. Standard signs are 9”-15” in height and 30”-42” in width with a maximum of 19 spaces per line.

**The Adopt-An-Area Program** allows groups or individuals to adopt a component of a park or gateway in memory of or honor to someone. Adoption areas include a bench, playground, picnic shelter, a section of a trail, or a bridge on a trail. Once an adoption fee is paid, an agreement is signed with FCPR to provide general care and maintenance around the adopted area once per quarter for a period of five years. Individuals/groups can designate the specific area they wish to adopt or allow FCPR to assign an area. A plaque/plate will be provided by FCPR and attached to the component for five years. Adoption fees are:

Element	Annual Fee	Total – 5 Years
Bench	\$ 25	\$ 125
Brick Planter	\$ 75 + plant material	\$ 375
Bridge	\$ 100	\$ 500

Playground	\$ 75	\$ 375
Picnic shelter	\$ 75	\$ 375
Trail section	\$ 150	\$ 750

The “Brick Planter” adoption allows for a memorial plaque/plate to be affixed to a planter located on Hay Street in downtown Fayetteville. However, in addition to an adoption fee the individual/organization will purchase plant materials from a list approved by FCPR; organization can choose one of three designs. FCPR will be responsible to plant the material and maintain the planter.

The adoption fee includes application/administration fee that could be used by FCPR should, in the sole opinion of the department, an area need additional maintenance or cleanup. Individuals/groups will be able to “adopt” via the FCPR website, which will include application forms, interactive maps and ability to pay fees.

**Applicants will automatically renew each year, unless they fail to complete the required number of clean-ups, or they request to be removed from the program. Failure to complete obligations will prevent future adoptions by your organization. The City of Fayetteville reserves the right to cancel this privilege at any time.**

A Coordinator should be appointed from each organization that participates in the Outdoor Adoption Program. It is the Coordinator’s responsibility to ensure the group follows the program requirements and safety guidelines. Each Coordinator should take a few minutes before each clean up to conduct a brief review of the following safety tips with the group. Safety is the number one concern so please be alert and safety conscious at all times.

The Coordinator can pick up trash bags and safety vests from the FCPR Parks Division at 280 Lamon Street during normal business hours - Monday – Friday; 8 am – 5 pm.

**PROGRAM REQUIREMENTS:**

- A Coordinator must be appointed from each organization to ensure program requirements are followed and oversee clean ups
- An adult supervisor over the age of 18 **must** be present at all times during any clean up
- **No one** under the age of 12 is allowed to participate in a **roadside** clean up
- Any participant involved in a cleanup **must** wear a high visibility safety vest if within 10 feet of a roadway; vests are provided by the City of Fayetteville
- **Adopt-A-Street / Adopt-A-Park Facility / Adopt-A-Gateway:** each group **must** complete at least six (6) clean-ups during the calendar year (January 1 - December 31); the total number of required clean-ups will be adjusted the first year according to the months remaining after the date the project is approved
  - **Gateways:** due to safety concerns some gateways are not available for adoption since they are located in high traffic and/or congested areas
- **Adopt-An-Area:** each group **must** complete at least four (4) clean-ups during the calendar year (January 1 - December 31); the total number of required clean-ups will be adjusted the first year according to the months remaining after the date the project is approved
- Progress reports must be submitted within one week of each clean up; failure to submit the appropriate number of reports prior to December 31 of each year will constitute a breach of the agreement. If a group breaches the agreement, or requests to be discontinued, signs will be removed and the area will be made available for another group to adopt. **Failure to complete obligations will prevent future adoptions by your organization.**

## **SAFETY GUIDELINES:**

- Stop work if the weather gets bad
- Do not over exert yourself, especially on hot days
- Avoid noxious weeds (e.g., poison ivy)
- Wear light colored clothing, heavy gloves, sturdy shoes or boots and a hat
- Have a first aid kit on-site
- Use a buddy system – look out for each other
- Have a cellular phone on hand

## **ADOPT-A-STREET / GATEWAYS:**

Follow all guidelines above plus:

- Take as few cars as possible to the site
- Park vehicles clear of the roadway
- Work facing on-coming traffic
- Work during non-peak traffic hours when there are fewer vehicles on the road
- Do not attempt to handle hazardous substances (e.g., car batteries, pesticide containers)
- Do not pick up litter on bridges, tunnels, or overpasses
- Stay clear of construction activities
- Refrain from picking up trash on the street pavement (street sweepers will clean the road surface)
- Use caution as you work near any street
- Never step out into the street
- Cross streets only at crosswalks
- Wear high visibility safety vest when working within 10' of roadway

**Remember:** Call 433-1556 immediately following your clean up. Just say “Adoption Program,” and give a precise description of where the bags are located. Thank you for keeping Fayetteville clean and beautiful!

**Questions or Problems?** Call: City of Fayetteville, Parks Division, (910) 433-1556 or fax to (910) 433-1647.







**OUTDOOR ADOPTION PROGRAM**  
**Adopt-A-Street / Adopt-A-Park Facility / Adopt-An-Area**  
**Progress Report**

Site: \_\_\_\_\_

Street: \_\_\_\_\_

Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Adopted Area: \_\_\_\_\_ Clean up Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Number of:

Persons attending: \_\_\_\_\_ Clean up hours performed: \_\_\_\_\_

Bags w/mixed trash: \_\_\_\_\_ Bags w/aluminum: \_\_\_\_\_

Bags w/glass: \_\_\_\_\_ Bags w/organic(leaves, grass, twigs, etc.): \_\_\_\_\_

Comments: \_\_\_\_\_

Remember, any recyclable materials can be used to benefit your organization. Please fax, mail or e-mail your reports the next business day so crews can pick up the litter you have collected.

[ParksRecInfor@ci.fay.nc.us](mailto:ParksRecInfor@ci.fay.nc.us)

280 Lamon Street

Fayetteville, NC 28301

Fax (910) 433-1102 Phone (910) 433-1587

## CITY COUNCIL ACTION MEMO

**TO:** Mayor & City Council  
**FROM:** Kristoff T. Bauer, Deputy City Manager  
**DATE:** September 3, 2013  
**RE:** **Fort Bragg Intergovernmental Support Agreements (FY13 National Defense Authorization Act Section 331)**

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**THE QUESTION:**

Exploring service partnerships with Fort Bragg.

**RELATIONSHIP TO STRATEGIC PLAN:**

Sustainable Organizational Capacity

**BACKGROUND:**

In 2008-2009, the City worked with the base to explore the potential for partnering on the provision of a number of support services including parks maintenance and recreation, and sanitation.

Complex procurement regulations and base organizational inertia prevented any service agreements from being developed.

Feedback from that process has resulted in significant revisions to base procurement regulations and Sequestration has changed the funding paradigm for base operations resulting in new opportunities. The FY 2013 National Defense Authorization Act Sect. 331 provides authority for Army installations to partner with Army Communities. These intergovernmental support agreements:

- Must be in the best interests of the Army;
- May be entered into for up to 5 year intervals
- May be sole-source;
- May use wage grades paid by the local government; and
- May be paid through base operations and maintenance funds.

Fort Bragg leadership has expressed interest in exploring these partnerships and has been encouraged by Installation Command.

Janitorial service for the ASOM is an example. The Army is currently being charged just under \$200,000 for janitorial services based on a six day open schedule. The cost reduction under that service contract was one of the reasons they decided to close the museum six days a week. The City's estimate for providing the same level of service is a fully loaded \$90,000. We are working with the museum foundation and the Army on a means of the City's much lower cost for providing this service in order to get the museum back to a full operational schedule.

**ISSUES:**

Significant analytic work is required to determine which services the City can provide Fort Bragg, identify the potential cost savings and performance standards for each service, and plot the path to implementation. In the 2008-09 discussion, Fort Bragg hired a consultant to perform this analysis. No resources are available for them to do so again.

Through contacts made last spring during training sessions on this topic, the Manager has found a potential partner willing to perform this work without a service contract or charge to the City. That effort is getting underway with recommendations expected before year end.

**BUDGET IMPACT:**

None at this time.

**OPTIONS:**

This is for information only

**RECOMMENDED ACTION:**

None

## CITY COUNCIL ACTION MEMO

**TO:** Mayor & City Council  
**FROM:** Theodore L. Voorhees, City Manager  
**DATE:** September 3, 2013  
**RE:** **DavenportLawrence PWC Functional Alignment Manager Recommendations**

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**THE QUESTION:**

How can the Council respond to the issues and recommendations made by DavenportLawrence study of functional alignment with PWC.

**RELATIONSHIP TO STRATEGIC PLAN:**

Sustainable Organizational Capacity

**BACKGROUND:**

Council adopted the FY13 Strategic Plan on May 14, 2012. The FY13 Strategic Plan included Goal 2: More Efficient City Government - Cost-Effective Service Delivery. A high priority Target for Action under this goal was "City PWC Service Consolidation." The recruitment and selection of a consultant to perform this analysis was the focus of the Action Plan responding to this Target for Action.

The City issued a Request For Proposals to analyze the City's relationship with PWC and a proposal was received from DavenportLawrence ("DL") for consultant services in December 2012.

DL's proposal was to complete a comprehensive study including detailed implementation analysis and planning over a 18 to 24 month period at a cost of just under \$400,000. The Council authorized the a contract with DL on February 11, 2013, to complete a more limited investigation and assessment to be completed in five months for a cost of \$100,000. DL presented their findings and recommendations during the August 5, 2013, Work Session.

The Functional Alignment Analysis completed by DL made several key findings described in Position Statements on pages 13-14 of the report. While a number of significant realignment opportunities were identified, given the abbreviated nature of the study, the implementation recommendations (attached and page 49-50 of the report) are not fully developed and need further study.

The Council asked the PWC to respond to the report and PWC staff made a presentation to Council during a special meeting on Wednesday, August 21, 2013. The Council directed the Manager to propose potential actions as next steps at the September 3, 2013, Work Session.

**ISSUES:**

Clear direction from Council is required to support any action to respond to the findings of the DL report. The Manager will present options, but the Council does not take final action during a Work Session, so action at a future Regular Meeting will be necessary.

**BUDGET IMPACT:**

The FY14 City budget includes \$100,000 for contractual services to support additional study and planning in regards to this topic.

**OPTIONS:**

1. Provide feedback regarding additional information to be prepared for discussion at a future Work Session
2. Provide feedback that no further work should be taken in response to the Council Goal and

- responding to the finding of the DL report
3. Request that staff prepare an opportunity for Council to provide specific direction through formal action at a future regular meeting

**RECOMMENDED ACTION:**

Confirm that Council is ready to consider final action on this item at the next Council Regular Meeting.

**ATTACHMENTS:**

DavenportLawrence Implementation Plan

## Implementation Plan

The implementation plan for a successful alignment of functions that are either duplicative (resulting in elimination of unnecessary costs) or are targets for economies of scale (lowering costs of internal services by expanding fixed costs over more functions) establishes the mechanisms for developing a cooperative, continual improvement culture for the City of Fayetteville. The pathway of effective implementation involves a complex “network” of initiatives that support the organizational change management system. Categorically, these initiatives are housed in five key areas of progression:



The implementation strategy requires dedicated resources at each phase of the process, representing the interests of both the City of Fayetteville and Fayetteville PWC. The preferred path for functional alignment ultimately has to be a plan that is supported, both conceptually and practically, by those responsible for execution and for oversight. The Support Services group and the associated organizational relationships must develop clear levels of service and responsibilities so that appropriate management and progression of the combined solution is measured for effectiveness, benefit, and sustainability. DavenportLawrence has developed a prioritization of action list that takes into consideration the City’s financial, resource, political, and historical capacities to invoke a comprehensive change within for the City of Fayetteville. Municipal operations do not work independently. Therefore, opportunities for consolidation and shared service arrangements beyond just the Finance, Customer Service, and Public Works Departments have been included in the list of recommended actions.

**Initiatives Plan (Suggested Implementation by Priority)**

Task	2013		2014				2015			
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>Initiative Plan Recommendation: City of Fayetteville and Fayetteville PWC Functional Alignment Implementation</b>	[Bar spanning all quarters from Q3 2013 to Q4 2015]									
Charter Compliance Coordination: Contract Threshold Approval; Treasury Function Requirements; Reporting	[Bar]									
Communication Protocols developed and implemented by City	[Bar]									
Implement and Execute Fort Bragg Water Agreement Modification	[Bar]									
Establishment of Functional Alignment City and Commission Planning Team	[Bar]									
Consolidate Legal Under City Accountability	[Bar]									
Call Center and Technology Leverage: Customer Communications	[Bar]									
Develop and Implement Functional Alignment of Technology Infrastructure: Support, Network, Resource Allocation, Leveraged Capital Spend	[Bar]									
GIS Alignment Planning and Implementation			[Bar]	[Bar]						
Establish Internal Service Standards for Fleet and Purchasing			[Bar]	[Bar]						
Customer Pay Channel Integration			[Bar]	[Bar]						
Develop and Implement Consolidated Fiber Optic Internal Operational Plan			[Bar]	[Bar]	[Bar]					
Development of Support Services Division, Internal Service Standards, Financial Management, and Accountabilities for Implementation			[Bar]	[Bar]	[Bar]	[Bar]				
Implement Phased Integration to Single Platform: Oracle					[Bar]	[Bar]	[Bar]	[Bar]	[Bar]	[Bar]
Establish Operational Model (Performance Measuring) for Sustainability and Benefits Oversight					[Bar]	[Bar]	[Bar]	[Bar]	[Bar]	[Bar]