
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
APRIL 6, 2020
9:00 AM

LOCATION: In order to comply with the N.C. Governor's Executive Order 121, Section 3.A.a., this meeting will be available to the public and media live via the Cumberland County website (co.cumberland.nc.us), Facebook page (facebook.com/CumberlandNC), Youtube page (youtube.com/user/CumberlandCountyNC/videos), and on Fayetteville Cumberland Education Channel (FCE-TV) Spectrum Cable Channel 5.

INVOCATION - Commissioner Michael Boose

PLEDGE OF ALLEGIANCE -

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. Update on COVID-19 (Coronavirus) Local Activities
3. CONSENT AGENDA
 - A. Ratification of March 16, 2020 Consent Agenda Approval
 - B. Ratification of the Adoption of Amendments to the Emergency Management Ordinance
 - C. Approval of a Resolution for Designation of Applicant's Agent Needed to Apply for Federal and State Disaster Aid
 - D. Approval to Pay Prior Year Invoices
 - E. Approval of Proclamation Designating April 2020 as "North Carolina 811 Safe Digging Month"
 - F. Approval of Budget Ordinance Amendments for the April 6, 2020 Board of Commissioners' Agenda
4. ITEMS OF BUSINESS
 - A. Consideration of Health Insurance Plan Changes for Fiscal Year 2021 - AmWINS
 - B. Consideration of North Carolina Department of Transportation - Cumberland County (FAMPO) Model Agreement
5. NOMINATIONS **There are no Nominations for this meeting**
6. APPOINTMENTS **There are no Appointments for this meeting**

RECESS THE BOARD OF COMMISSIONERS' MEETING

CONVENE THE NORCRESS WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

7. NORCRESS WATER AND SEWER CONSENT AGENDA

- A Approval of Encroachment Agreement with North Carolina Department of Transportation (NCDOT) for NORCRESS Water & Sewer District
- B Approval of June 17, 2019 Minutes of the NORCRESS Water and Sewer District Governing Board

ADJOURN THE NORCRESS WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

RECONVENE THE REGULAR BOARD OF COMMISSIONERS MEETING

8. CLOSED SESSION:

- A. Attorney-Client Matter(s) Pursuant to NCGS 143.318.11(a)(3)

ADJOURN

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, CO.CUMBERLAND.NC.US. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON FAYETTEVILLE/CUMBERLAND EDUCATIONAL TV (FCETV), SPECTRUM CHANNEL 5.

IT WILL BE REBROADCAST ON WEDNESDAY, APRIL 8, AT 7:00 PM AND FRIDAY, APRIL 10, AT 10:30 AM.

REGULAR BOARD MEETINGS:

April 20, 2020 (Monday) - 6:45 PM

May 4, 2020 (Monday) - 9:00 AM

May 18, 2020 (Monday) - 6:45 PM



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 6, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 3/30/2020

SUBJECT: RATIFICATION OF MARCH 16, 2020 CONSENT AGENDA APPROVAL

BACKGROUND

The March 16, 2020 agenda included several items which were time-sensitive. Most of the Consent Agenda related to items the Board discussed and approved unanimously at the March 12, 2020 Agenda Session. On March 27, 2020, the Board gave consent by email for the County Manager to move the Consent Agenda forward, due to the unprecedented circumstances created by COVID-19.

The items from that March 16, 2020 Consent Agenda are listed below:

3. CONSENT AGENDA

A. Approval of February 13, 2020 Special Meeting Minutes and February 17, 2020 Regular Meeting Minutes

B. Approval of Proclamation Recognizing March 2020 as American Red Cross Month in Cumberland County

C. Approval of Declaration of Cumberland County Sheriff's Office Weapons as Surplus and Authorization to Sell

D. Approval of Budget Ordinance Amendments for the March 16, 2020 Board of Commissioners' Agenda

E. Approval of Cumberland County Board of Commissioners' Agenda Session Items

1. Contract for Detention Center Grinder Pump

2. Contract for Crown Complex Parking Lot Improvements

3. Encroachment Agreement with North Carolina Department of Transportation (NCDOT) for NORCRESS Water & Sewer District
4. Health Insurance Plan Changes for Fiscal Year 2021 – BCBS
5. Revised Subrecipient Agreement with Family Endeavors, Inc.

RECOMMENDATION / PROPOSED ACTION

County Management requests ratification of the March 16, 2020 Consent Agenda Approval.

ATTACHMENTS:

Description	Type
March 27 Memo - COVID-19 Update and Action Requested - Consent Agenda from March 16, 2020 Canceled Meeting	Backup Material

AMY H. CANNON
County Manager

DUANE T. HOLDER
Deputy County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

MELISSA C. CARDINALI
Assistant County Manager

W. TRACY JACKSON
Assistant County Manager

SALLY S. SHUTT
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

TO: BOARD OF COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER *Amy H Cannon*

DATE: MARCH 27, 2020

**SUBJECT: COVID-19 UPDATE AND ACTION REQUESTED - CONSENT AGENDA
FROM MARCH 16, 2020 CANCELED MEETING**

While our services to citizens may be limited, our departments are still conducting their daily business which includes advancing key projects. These projects include the Courthouse generator project, paving at the Crown Coliseum (related to ADA accessibility) and the Detention Center Grinder pump. These projects had some type of action needed on the March 16, 2020 Consent Agenda.

I am seeking your consent by email to move the March 16, 2020 Consent Agenda Items (Item 3 only) forward and we will formally ask the Board to ratify this action at your next Board meeting. I realize this is an unprecedented request, but these circumstances are unprecedented. Most of the Consent Agenda relates to items the Board discussed and approved unanimously at the March 12 Agenda Session.

I have attached the Agenda Cover sheet and the budget revision detail for your review. Please respond and let me know if you agree with this request. Thank you in advance for your consideration.

AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
MARCH 16, 2020
6:45 PM

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

Introduction of the Fayetteville-Cumberland Youth Council Members

Cumberland County Cares Award - Demetria Murphy

Recognition of Assistant County Manager Melissa Cardinali on Receiving ICMA Credentialing

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- A. Update on COVID-19 (Coronavirus) Local Activities and Public Health Emergency Preparedness

3. **CONSENT AGENDA**

- A. Approval of February 13, 2020 Special Meeting Minutes and February 17, 2020 Regular Meeting Minutes
- B. Approval of Proclamation Recognizing March 2020 as American Red Cross Month in Cumberland County
- C. Approval of Declaration of Cumberland County Sheriff's Office Weapons as Surplus and Authorization to Sell
- D. Approval of Budget Ordinance Amendments for the March 16, 2020 Board of Commissioners' Agenda
- E. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - 1. Contract for Detention Center Grinder Pump
 - 2. Contract for Crown Complex Parking Lot Improvements
 - 3. Encroachment Agreement with North Carolina Department of Transportation (NCDOT) for NORCRESS Water & Sewer District
 - 4. Health Insurance Plan Changes for Fiscal Year 2021 - BCBS
 - 5. Revised Subrecipient Agreement with Family Endeavors, Inc.

General Fund 101

- 1) Emergency Services – Budget Ordinance Amendment B200616 to recognize remaining Emergency Preparedness Grant funds in the amount of \$8,319.**

The Board is requested to approve Budget Ordinance Amendment B200616 to recognize remaining Department of Public Safety Emergency Preparedness Grant funds in the amount of \$8,319. Approved uses of these grant funds include required emergency management training as well as equipment.

Please note this amendment requires no additional county funds.

- 2) Public Health – Budget Ordinance Amendment B200168 to appropriate Health Department fund balance for Care Coordination for Children in the amount of \$106,000.**

The Board is requested to approve Budget Ordinance Amendment B200168 to appropriate Health Department fund balance to support Care Coordination for Children in the amount of \$106,000. These funds will be used to hire 6 additional temporary case managers to reduce caseloads and ensure compliance with program benchmarks set by State and Federal requirements and administered by NC Community Care Networks.

Please note this amendment requires appropriation of Health Department fund balance.

Education Fund 106

- 3) School Capital Outlay Category I – Budget Ordinance Amendment B200678 in the amount of \$10,000,000 for school renovations.**

The Board is requested to approve Budget Ordinance Amendment B200678 in the amount of \$10,000,000. This revision is to appropriate fund balance (sales tax) for school renovations as approved by the Cumberland County Board of Education on February 11, 2020.

Please note this amendment requires appropriation of school fund balance.

REGARDING THE FOLLOWING ITEMS PLEASE NOTE:

Each fiscal year County departments may have projects that are not completed by the fiscal year end (6/30/19) or items ordered that have not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2019 budget; however, the money was not spent by June 30, 2019.

The following amendments seek to bring those funds forward from FY 2019 into the current fiscal year, allowing departments to complete and pay for these items. These revisions are not using 'new' funds but are recognizing the use of FY19 funds in FY20.

Capital Investment Fund 107

- 4) Capital Investment Fund – Budget Ordinance Amendment B200954 to re-appropriate \$135,677 remaining at fiscal year-end designated for FTCC Capital Outlay**

The Board is requested to approve Budget Ordinance Amendment B200954 to re-appropriate \$135,677 designated for FTCC Capital Outlay.

- 5) Capital Improvement Fund - Budget Ordinance Amendment B200016 to re-appropriate \$273,720 representing the contingency portion of the Judge Maurice Braswell Courthouse Generator replacement project.**

The Board is requested to approve Budget Ordinance Amendment B200016 to re-appropriate the contingency portion of the Judge Maurice Braswell Courthouse Generator replacement project. The original re-appropriation was approved by the Board on July 26, 2019 in the amount of \$2,737,200. The amount approved did not include the standard 10% contingency. These funds are needed for the completion of the project.



BACKGROUND

The final draft of the Emergency Management ordinance is attached. It incorporates the amendments adopted by the board of commissioners at the March 30, 2020, Special Meeting. The amendment which gives the county manager authority to issue a proclamation of emergency upon finding there is an immediate threat of the loss of human life conflicts with the former section 5-7 which gave that power to the director of emergency management. For that reason, the final draft shows former section 5-7 being repealed. Because the amendments adopted by the board required a substantial revision to the draft that was presented on March 30, 2020, the final draft should be reflected in the minutes.

RECOMMENDATION / PROPOSED ACTION

County attorney advises the board to ratify the March 30, 2020, adoption of the amendments to the Emergency Management Ordinance in order to record the official draft of the ordinance in the minutes by adopting the following resolution:

RESOLUTION RATIFYING THE ADOPTION OF AMENDMENTS TO THE EMERGENCY MANAGEMENT ORDINANCE

Whereas, at a Special Meeting held March 30, 2020, the Board of Commissioners adopted substantial amendments to the County's Emergency Management Ordinance, codified as Article I of Chapter 5 of the Cumberland County Code; and

Whereas, the adopted amendments were substantially different than the amendments proposed in the draft that was presented for the Board's consideration.

Be it therefore resolved, that the Board of Commissioners finds the attached draft of the amended Emergency Management Ordinance, to be codified as Article I of Chapter 5 of the Cumberland County Code, fully and accurately reflects the amendments to the ordinance adopted by the Board at a Special Meeting held March 30, 2020.

Be it further resolved that the Board hereby ratifies the adoption of the amendments to the Emergency Management Ordinance as reflected in the draft attached hereto and directs the Clerk to the Board to place the same in the Ordinance Book.

ATTACHMENTS:

Description	Type
FINAL DRAFT OF EM ORDINANCE	Backup Material

Chapter 5

EMERGENCY MANAGEMENT*

Article I. In General

- Sec. 5-1. Short title.
- Sec. 5-2. Definitions.
- Sec. 5-3. Intent and purpose.
- Sec. 5-4. Obstruction of emergency management.
- Sec. 5-5. Government and private liability
- Sec. 5-6. Appointment and duties of director.
- Sec. 5-7. Extraordinary powers and duties of director.
- Sec. 5-8. Nonemergency responsibilities and functions of agency.
- Sec. 5-9. Proclamation of state of emergency; prohibitions and restrictions authorized.
- Sec. 5-10. Emergency powers and duties of department.
- Sec. 5-11. Regulations and proclamations effective as ordinances.
- Sec. 5-12. Conflicting ordinances, orders, rules and regulations.
- Sec. 5-13. Validity.
- Sec. 5-14. Violations.
- Secs. 5-15–5-20. Reserved.

Article II. Enhanced 911 Telephone Service

- Sec. 5-21. Short title.
- Sec. 5-22. Authority and purpose.
- Sec. 5-23. Jurisdiction.
- Sec. 5-24. Definitions.
- Sec. 5-25. Enhanced 911 service established.
- Sec. 5-26. 911 charges.
- Sec. 5-26.1. Telephone records.
- Sec. 5-27. Misuse of 911 system; penalty.
- Sec. 5-28. Effective date.

***Editor's note**—An ordinance adopted June 15, 1987, changed the title of Ch. 5 from "Civil Preparedness" to "Emergency Management" and amended various sections of the chapter as set out herein.

Cross reference—Flood damage prevention, Ch. 6.5.

State law references—Riots and civil disorders, (former) Ch. 14, Art. 36A; powers of counties to enact ordinances to deal with states of emergency, (former) G.S. § 14-288.13; power of chairman of board of County Commissioners to extend emergency restrictions imposed in municipality, (former) G.S. § 14-288.14; continuity of local government in emergency, Ch. 162B; North Carolina Emergency Management Act, Ch. 166A.

EMERGENCY MANAGEMENT

ARTICLE I. IN GENERAL

Sec. 5-1. Short title.

This article shall be known and may be cited and referred to as the "Emergency Management Ordinance for Cumberland County"

Sec. 5-2. Definitions.

The following words and phrases used in this article shall be defined and interpreted as hereinafter provided:

General. The definitions contained in the North Carolina Emergency Management Act, Article 1A, Chapter 166A, North Carolina General Statutes, as amended from time to time, are expressly incorporated and made a part of this article as though fully set forth herein.

Agency shall mean the county emergency services department which shall serve in all capacities as the county's emergency management department.

Attack shall mean direct or indirect assault against territory under the jurisdiction of the county or municipalities therein, or of the state, or the United States of America by the military or paramilitary forces hostile to the government of the state or of the United States, or the agents thereof; or physical attack by means of weapons of mass destruction or by acts of terrorism or sabotage; and shall include assault by bombing (conventional or nuclear), chemical or biological agents or sabotage devices.

Dangerous weapon or substance shall mean:

- (1) Any deadly weapon, ammunition, explosive incendiary device, radioactive material or device (as defined in G.S. Section 14-288.8(c)), gasoline, or other instrument or substance designed for a use that carries a threat of serious bodily injury or destruction of property;
- (2) Any instrument or substance that is capable of being used to inflict serious bodily injury or destruction of property, when the circumstances indicate that there is some probability that such instrument or substance will be so used;
- (3) Any part or ingredient in any instrument or substance included in the foregoing when the circumstances indicate a probability that such a part or ingredient will be so used.

Director shall mean the director of the department appointed as provided in this article.

Disaster shall have the same meaning as *emergency* as defined in the North Carolina Emergency Management Act, Article 1A, Chapter 166A, North Carolina General Statutes, as amended from time to time.

Emergency management forces shall mean the employees, equipment, material and facilities of all units of local government, including any department, commission, office or agency thereof whose emergency management responsibilities and functions have been delegated to the agency and all volunteer personnel, and the equipment and facilities of volunteer agencies that have been made

available for emergency management purposes to the agency or to the units of local government that have delegated their emergency management responsibilities and functions to the agency.

Emergency management volunteer shall mean any person duly registered, identified and appointed by the director of the department and assigned to participate in emergency management functions.

Evacuation advisory shall mean a notice to the population of an area, or part thereof, in which a state of emergency has been declared that there is a substantial risk of death or serious injury to those remaining in such area, that public safety or public health officials cannot relieve or mitigate the danger, and that evacuation is advised.

Regulations shall include the department's plans, programs and rules, regulations and operating and emergency procedures prepared for emergency management activities.

To volunteer shall mean to contribute a service, equipment, material or facilities to the agency without expectation for or right to remuneration.

Sec. 5-3. Intent and purpose.

(a) It is the intent and purpose of this article:

- (1) To establish the county emergency management department and to authorize the county to enter into an interlocal agreement which, when fully executed, will insure the complete and efficient utilization of the personnel and material resources of the county and of municipalities within the county to carry out the emergency management responsibilities and functions of those units of government; and
- (2) To delegate to the department those express powers, duties, rights and functions of this unit of government which it may lawfully delegate and to limit the exercise of such delegated powers, duties, rights and functions to those that are necessary to execute the emergency management responsibilities of the units of local government participating in such interlocal agreements.

(b) This article will not relieve any unit of local government or any department, commission, office or other agency of such unit of any responsibilities or authority given to it under the Constitution and laws of the United States or the state or any charter or ordinance of the local unit of government except as expressly provided in such laws.

(c) This article is not intended to supersede or adversely affect the work of any volunteer agency organized for relief in disaster emergencies, except as expressly provided in the Constitution and laws of the United States or of the state, or as expressly provided herein.

Sec. 5-4. Obstruction of emergency management.

No person shall willfully obstruct, hinder or delay any member of the emergency management forces in the implementation of the provisions of emergency management plans or practice alerts, when such plans or alerts have been duly approved and authorized to be implemented, or in the enforcement of any regulations duly and lawfully promulgated under the provisions of this article.

Sec. 5-5. Government and private liability.

(a) The conduct of emergency management activities, or the implementation of plans, or the promulgation of regulations under the provisions of this article, and the compliance in good faith on the part of the governmental officials, emergency management volunteers, and private parties with the provisions of such plans and regulations are hereby declared to be governmental functions of and on behalf of the county and the municipalities therein, which functions are intended for the protection and promotion of the public peace, health and safety. Neither the county nor the municipalities, nor agents and representatives of the same, or any individual, receiver, firm, partnership, corporation, association or trustee, or any of the agents thereof in good faith carrying out, complying with or attempting to comply with any order, rule or regulation promulgated pursuant to the provisions of this article, shall be liable for any damage sustained to persons or property as the result of such activity.

(b) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the county or any municipalities therein the right to inspect, designate and use a whole or any part or parts of such real estate or premises for the purposes of sheltering persons during an actual, impending or practice disaster situation is hereby declared to be serving a governmental function of and on behalf of the county or the municipality concerned. In such case, such a person shall not be civilly liable for the death of, or injury to, any persons on or about such real estate or premises under such license, privilege or other permission, or for the loss of or damage to the property of such persons occurring while such real estate or premises are used for the aforesaid purpose during the aforesaid situation.

Sec. 5-6. Appointment and duties of director.

The department shall have an executive officer who shall be known as the director and who shall be appointed by the county manager and confirmed by the board of commissioners. All emergency management activity and forces authorized by this article or by any interlocal agreement, when executed, shall be under the supervision of the director. The director may employ such assistants and other personnel as are deemed necessary for the proper functioning of the department. The director shall have the authority to designate and appoint, from among such department employees, one or more deputy directors, who shall assume the emergency duties of the director in the event of his or her absence or inability to act during such emergencies until such time as a successor director can be appointed.

Sec. 5-7. Extraordinary powers and duties of the director.

Repealed by Amd. 3-30-2020.

Sec. 5-8. Nonemergency responsibilities and functions of the agency.

During any period in which an attack or disaster has not occurred or is not imminent, the agency, under the supervision of the director, shall have the following responsibilities and functions:

- (1) Development and coordination of plans for the use of emergency management forces in the event of attack or disaster, including entering into pre-emergency contracts to expedite the agency's response in the event of a disaster or attack. Such plans shall have the objective

of minimizing or preventing damage to persons and property and of protecting and restoring to usefulness government services and public utilities necessary for the public health, safety and welfare.

- (2) Drafting and obtaining the prior approval of units of local government participating in or coordinating with any interlocal agreement under this article of regulations which shall become effective in the event of attack or disaster.
- (3) Coordination of the recruitment and training of emergency management forces so that such forces are available and are prepared to conduct the emergency management function in time of attack or disaster.
- (4) Negotiation and execution of agreements with owners or persons in control of buildings or other property for the use of such property for emergency management purposes in the event of attack or disaster, provided that no agreement shall authorize compensation of such owners or persons without the prior approval of the units of local government which shall be responsible for such compensation.
- (5) Provision of public information programs designed to educate the residents of the county concerning appropriate action on their part for the protection of their persons and property in the event of attack or disaster.
- (6) Coordination of public practice alerts authorized by appropriate local units of government designed to insure the readiness of emergency management forces and to familiarize residents of the county with emergency management regulations and activities which will be implemented and conducted in the event of attack or disaster.
- (7) Liaison with state and federal authorities and the authorities of appropriate political subdivisions outside the county so as to insure the preparation of effective emergency management plans and regulations and the effective coordination of the emergency management activities of the agency with those of the other authorities in the event of attack or disaster.
- (8) Promulgation of standard operating procedures controlling the activities of the agency's employees in fulfilling the responsibilities and conducting the functions designated above.

Sec. 5-9. Proclamation of state of emergency; prohibitions and restrictions authorized.

(a) A state of emergency shall be deemed to exist whenever, during times of public crisis, disaster, rioting, catastrophe, public health emergency or similar public emergency, public safety authorities are unable to maintain public order or afford adequate protection for lives, safety, or property, or whenever the occurrence of any such condition is imminent

(b) In the event any state of emergency shall be deemed to exist in which the county manager finds there is an immediate threat of the loss of human life, upon such notice as can be made to each of the members of the board of commissioners, the county manager is authorized to proclaim a state of emergency or modify a proclamation of emergency that is already in place and put into place any of the prohibitions and restrictions set forth in this section. The determination that a state of

emergency exists and the imposition of prohibitions and restrictions shall be made on the basis of facts known to the county manager or in good faith reliance upon facts presented to him or her by public safety officials and others reasonably believed to have knowledge of such facts. Any such proclamation of emergency by the county manager shall only be effective until such time as the board of commissioners shall meet in a duly called meeting.

(c) In the event any state of emergency shall be deemed to exist in which the county manager finds there is not an immediate threat of the loss of human life, the county manager shall take such measures as necessary to notice the board of commissioners for an emergency meeting which may be conducted by such means as are available under the circumstances. If a quorum to conduct an emergency meeting is obtained within two (2) hours of the time the effort to give notice commences, the board of commissioners may issue a proclamation of emergency or modify an existing proclamation of emergency by putting into place any of the prohibitions and restrictions set forth in this section. The determination that a state of emergency exists and the imposition of prohibitions and restrictions shall be made on the basis of facts known to the board of commissioners or in good faith reliance upon facts presented to the board by public safety officials and others reasonably believed to have knowledge of such facts.

(d) In the event any state of emergency shall be deemed to exist in which the county manager finds there is not an immediate threat of the loss of human life and a quorum cannot be obtained for the board of commissioners to conduct an emergency meeting within two (2) hours of the time the effort to give notice commences, pursuant to G.S. Section 166A-19.31, the chair of the board of county commissioners is hereby authorized and empowered to determine and proclaim the existence of a state of emergency in the county, subject to the jurisdictional limitations set forth in G.S. Section 166A-19.22(b), and to impose within the area of jurisdiction of this article those prohibitions and restrictions set forth in G.S. Section 166A-19.31(b), and authorized in this section, which are appropriate at a particular time. The determination that a state of emergency exists and the imposition of prohibitions and restrictions shall be made on the basis of facts known to the chair or in good faith reliance upon facts presented to him or her by public safety officials and others reasonably believed to have knowledge of such facts.

(e) In the event that the director, county manager or public safety officials who are aware of facts indicating a state of emergency exists make a diligent effort and cannot communicate with the chair of the board of commissioners within a reasonable time, the vice-chair of such board shall have and exercise all the powers herein granted the chair. In the event that neither the chair nor the vice-chair can be located within a reasonable time, the county manager shall exercise the powers and authority granted the chair under this article until such time as either of the aforesaid officials are located and assume the powers herein granted.

(f) A proclamation issued pursuant to this article may limit the application of all or any prohibitions and restrictions set forth in the proclamation to specific parts of the area of jurisdiction of this chapter and exempt from any or all of the prohibitions and restrictions imposed in the proclamation certain persons acting in the line of and scope of duties essential to the preservation of public order and immediately necessary to protect the public safety, health and welfare. Such persons may include, but are not limited to, law enforcement officers, firefighters and other government employees; volunteer firefighters and emergency medical services members; doctors, nurses and employees of hospitals and other medical facilities; on-duty federal or state military personnel; employees of public utilities and public transportation companies; and employees of newspapers,

magazines, radio broadcasting and television broadcasting companies.

(g) A proclamation made hereunder shall be in writing, shall set forth findings of the facts upon which a determination of the existence of a state of emergency was made and upon which the prohibitions and restrictions contained therein were based, and shall impose only those prohibitions and restrictions reasonably necessary and appropriate at the time of the issuance of the proclamation to restore or maintain public order, protect property, and the public health, safety and welfare. A proclamation may be amended to increase or reduce prohibitions and restrictions, subject to the same requirements set forth above for initial proclamations. A copy of any proclamation or amendment thereof shall be posted in the county courthouse and distributed so as reasonably to give notice to those persons affected by it. A copy of the proclamation or an amendment, together with a synopsis of the substance thereof designed for rapid mass communication, shall be provided to all the mass communication media serving the affected area. An original of the proclamation executed by the issuer, shall be retained by the clerk to the board of commissioners and certified copies thereof shall be furnished to the public or governmental agencies and officials thereof, upon request.

(h) A proclamation issued hereunder may impose the following prohibitions and restrictions:

(1) Of movements of people in public places, including any of the following:

- (a) Imposing a curfew.
- (b) Directing and compelling the voluntary or mandatory evacuation of all or part of the population from any stricken or threatened area within the governing body's jurisdiction.
- (c) Prescribing routes, modes of transportation, and destinations in connection with evacuation.
- (d) Controlling ingress and egress of an emergency area, and the movement of persons within that area.
- (e) Providing for the closure, within the emergency area, of streets, roads, highways, bridges, public vehicular areas, or other areas ordinarily used for vehicular travel, except to the movement of emergency responders and other persons necessary for recovery from the emergency. In addition to any other notice or dissemination of information, notification of any closure of a road or public vehicular area under this authority shall be given to the North Carolina Department of Transportation as soon as practicable. The Sheriff of Cumberland County, in consultation with the county manager or the county manager's designee, is given the authority to close streets, roads, highways, bridges, public vehicular areas, or other areas ordinarily used for vehicular travel. Any order of closure is subject to the provisions of G.S. Sections 166A-19.70(c) and (d).

(2) Of the operation of offices, business establishments, and other places to or from which people may travel or at which they may congregate.

(3) Upon the possession, transportation, sale, purchase, and consumption of alcoholic beverages.

- (4) Upon the possession, transportation, sale, purchase, storage, and use of gasoline, and dangerous weapons and substances, except that this shall not authorize prohibitions or restrictions on lawfully possessed firearms or ammunition. As used herein, the term "dangerous weapons and substances" has the same meaning as it does under G.S. 14-288.1, and the term "firearm" has the same meaning as it does under G.S. 14-409.39(2).
- (5) Upon other activities and conditions, by prohibiting or restricting the same, upon an identification of such activities and conditions and a determination that control of the same is reasonably necessary to maintain order and protect lives or property during the state of emergency.

(i) Upon a determination by the issuer of the proclamation or the board of commissioners that a state of emergency no longer exists, or that the proclamation should be modified to reduce or increase the area to which it applies or the prohibitions and restrictions previously imposed, such action shall be directed by the issuance of a superseding proclamation.

Sec. 5-10. Emergency powers and duties of the agency.

In the event of a proper and lawful declaration of a local state of emergency by any or all of the units of government that have delegated emergency management functions and responsibilities to the agency upon the occurrence of or imminent threat or disaster within its or their areas of legal jurisdiction, the agency, supervised by the director, shall have the authority to implement prior approved plans and promulgate prior approved regulations to the extent provided by and exempt as may be otherwise required in such declaration or declarations. Such authority shall, upon coordination with the county finance director and county manager, include authority to authorize emergency purchases of services, supplies and equipment to procure resources essential to expedite the department's response to any emergency. This authority shall be in addition to the non-emergency authority already possessed by the agency. Such plans and regulations may be amended, modified or terminated only by action of the governing bodies of the local units of government cooperating with the agency or participating in an interlocal agreement authorized by this article.

Sec. 5-11. Regulations and proclamations effective as ordinances.

All regulations and proclamations, and the prohibitions and restrictions included in them, duly and lawful promulgated under this article by the agency, the county manager, the chair of the board of commissioners, the vice-chair of the board of commissioners, or the board of commissioners shall be deemed to be, and have the effect of, a county ordinance. (Comp.

Sec. 5-12. Conflicting ordinances, orders, rules and regulations.

At all times when regulations lawfully promulgated pursuant to this article shall be in effect, such regulations shall supersede all existing ordinances, orders, rules and regulations of the county insofar as the latter may be inconsistent with such regulations.

Sec. 5-13. Validity.

If any section, subsection, sentence, clause or phrase of this article is for any reason held to be invalid, such holding shall not affect the validity of the remaining portions of this article. The board of commissioners hereby declares that it would have passed this article and amendments thereto and each remaining section, subsection, clause and phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases might be declared invalid.

Sec. 5-14. Violations.

Any person who violates any provision of an ordinance or a declaration enacted or declared pursuant to this article shall be guilty of a Class 2 misdemeanor in accordance with G.S. 14-288.20A.

Secs. 5-15-5-20. Reserved.



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 6, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 3/24/2020

**SUBJECT: APPROVAL OF A RESOLUTION FOR DESIGNATION OF APPLICANT'S
AGENT NEEDED TO APPLY FOR FEDERAL AND STATE DISASTER AID**

BACKGROUND

As part of the process of applying for federal and state disaster aid as a result of COVID-19, it is necessary for the Board of Commissioners to approve a resolution designating a primary and secondary applicant agent for this event. Once approved, the designated individuals will be allowed to sign paperwork and file aid applications on behalf of the Board of Commissioners.

RECOMMENDATION / PROPOSED ACTION

Management recommends approval of the attached resolution for designation of a primary and secondary applicant agent for the COVID-19 event.

ATTACHMENTS:

Description	Type
Resolution Designation of Applicants Agent	Backup Material

RESOLUTION DESIGNATION OF APPLICANT'S AGENT

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) COUNTY OF CUMBERLAND	Disaster Number: FEMA-3471EM-NC-3471EM
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): NOT ASSIGNED	
Applicant's Fiscal Year (FY) Start Month: JULY Day: 1ST	
Applicant's Federal Employer's Identification Number 56 - 6000291	
Applicant's Federal Information Processing Standards (FIPS) Number 051 - 99051 - 00	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name WILLIAM TRACY JACKSON	Agent's Name VICKI EVANS
Organization COUNTY OF CUMBERLAND	Organization COUNTY OF CUMBERLAND
Official Position ASSISTANT COUNTY MANAGER	Official Position FINANCE DIRECTOR
Mailing Address PO BOX 1829	Mailing Address PO BOX 1829
City ,State, Zip FAYETTEVILLE, NC 28301	City ,State, Zip FAYETTEVILLE, NC 28301
Daytime Telephone (910) 323-6117	Daytime Telephone (910) 678-7750
Facsimile Number (910) 678-7717	Facsimile Number (910) 323-6120
Pager or Cellular Number (704) 880-6646	Pager or Cellular Number (910) 489-9362

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hercof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this day of , 20 .

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title W. MARSHALL FAIRCLOTH/CHAIRMAN OF THE BOARD	Name CANDICE WHITE
Name and Title	Official Position CLERK TO BOARD OF COMMISSIONERS
Name and Title	Daytime Telephone (910) 678-7771

CERTIFICATION

I, _____, (Name) duly appointed and _____ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of _____ (Organization) on the _____ day of _____, 20__.

Date: _____ **Signature:** _____

Rev. 06/02

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 6, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 3/25/2020

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

There is a period of time after June 30th of fiscal year-end in which transactions of the prior fiscal year will continue to be processed (typically until the third week in August). After that cutoff date has passed, a department may still receive a vendor invoice that is payable for services that were rendered, or goods were received in the prior fiscal year. When that occurs, approval by the Board of Commissioners is required for payment. The following departmental invoices meet that criteria:

Department of Social Services

Vendor: AT&T

Invoice Date: June 9, 2019

Total Invoice Amount: \$11,415.00

Vendor: BelFlex Staffing Network

Invoice Date(s): June 16, 2019-August 11, 2019

Total Invoice Amounts: \$14,696.80

Vendor: New Beginnings Healthcare

Invoice Date: December 16, 2019

Total Invoice: \$990.00

Vendor: Pearl's Angel Care, Inc.

Invoice Date: November 14, 2019

Total Invoice: \$774.00

Vendor: Shred-It USA

Invoice Date(s): February 7, March 7, 2019

Total Invoices: \$465.00

Vendor: Veronica Hudson
Invoice Date: October 11, 2019
Total Invoice: \$828.63

DSS Total Invoices: \$29,169.43

Sheriff's Office
Vendor: Axon Enterprise, Inc.
Invoice Date: December 22, 2018
Total Invoice: \$667.68

Engineering
Vendor: Belflex
Invoice date(s) January and June, 2019
Total invoices: \$5,101.57

Employee Wellness Services
Vendor: Novant Corporate Health
Invoice date: May 30, 2019
Total Invoice: \$1,459.20

Grand Total all invoices: \$36,397.88

Staff have verified these invoices have not been paid. There are sufficient funds within the fiscal year 2020 departmental budgets to cover these expenses.

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay prior year invoices for various County Departments totaling \$36,397.88.

ATTACHMENTS:

Description	Type
Prior Year Invoices March 23	Backup Material

BRENDA REID JACKSON

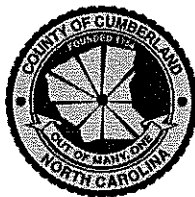
Director

SECTION CHIEFS

Kristin Bonoyer
Adult Services

Sharon McLeod
Children's Services

VACANT
Economic Services



CUMBERLAND
COUNTY
NORTH CAROLINA

DEPARTMENT OF SOCIAL SERVICES

ASSISTANT DIRECTORS

Christopher Carr
Legal Services

Crystal Black
Adult Services

Sandy Connor
Children's Services

Vivian Tookes
Economic Services

John Nalbhone
Business Operations

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR

THROUGH: BRENDA JACKSON, DIRECTOR *BQ*

THROUGH: JOHN NALBONE, ASST. DIRECTOR *JN*

THROUGH: DAWN KEELER, ACCOUNTANT I *DK*

FROM: SOPHIA MURNAHAN, ACCOUNTING SPECIALIST I *SM*
STARR JONES, ACCOUNTING SPECIALIST I *SJ*

DATE: FEBRUARY 10, 2020

SUBJECT: REQUEST TO PAY PRIOR YEAR (FY19) INVOICES

Please approve the attached prior year invoices which were presented for payment after the deadline to pay Fiscal Year 2019 invoices. We have verified these invoices have not been paid and can be absorbed into the current year's budget. We have validated service delivery and/or goods have been received. We are working with our vendors of the importance of submitting invoices timely to us for payment. We have also strengthened additional tracking measures to easily identify when recurring vendor invoices have not been submitted.

Attachments

We stand united to strengthen individuals and families and to protect children and vulnerable adults...

CUMBERLAND COUNTY DEPARTMENT of SOCIAL SERVICES

Prior Fiscal Year Invoices Presented for Payment

VENDOR	AMOUNT
AT&T	\$11,415.00
BELFLEX STAFFING NETWORK	\$14,696.80
NEW BEGINNINGS HEALTHCARE / THE BRUSON GROUP	\$990.00
PEARL'S ANGEL CARE, INC.	\$774.00
SHRED- IT USA	\$465.00
VERONICA HUDSON	\$828.63
TOTAL	\$29,169.43



**Cumberland County
SHERIFF'S OFFICE**
Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR
FROM: LISA BLAUSER, SHERIFF'S OFFICE BUSINESS MANAGER *Blause*
DATE: MARCH 3, 2020
SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICES FOR SHERIFF'S OFFICE

We are requesting payment of a prior year invoice to the Axon Enterprises for the purchase of Battery Packs for Tasers for the Sheriff's Office. Invoice SI-1567995 is dated 12/22/18 and totals \$667.68. We have verified these items have been received and used by the Sheriff's Office.

The Sheriff's Office Budget Office did not receive this invoice until recently. It appears the original invoice may not have been routed to us timely due to the County's PO Box being listed on the invoice. We have worked with Axon regarding this issue and the address for the Law Enforcement Center or the Detention Center is now listed on all invoices and any past invoices with the incorrect address were received and paid timely, so this appears to be an isolated incident. Sufficient funds exist within the FY 20 Sheriff's Office budget (1014200-522210) for payment of this invoice.

Please contact me should any additional information be required.




CUMBERLAND COUNTY NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

Engineering Division · Facilities Management Division · Landscaping & Grounds Division · Public Utilities Division

Memorandum

To: Vicki Evans, Finance Director

From: Jeffery P. Brown, Engineering and Infrastructure Director 

Date: February 25th, 2020

Subject: Prior Year Invoice

We are requesting approval for payment of the attached Belflex invoice for services rendered in January and June of 2019 at the New Courthouse in the amount of \$5,101.57. The invoice was received in our office via e-mail in February of 2020. We have taken the time to consult Munis and our records and verified that this invoice was not paid last fiscal year. These charges can be paid out of the Janitorial FY20 operating budget; we are implementing a system to keep a closer watch on invoices, where services have already been provided and receiving the invoices in a timely manner.

Thank you in advance for your favorable consideration of this request. If you have any questions, please do not hesitate to contact me.

TAMMY GILLIS
Wellness Services Director



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

EMPLOYEE WELLNESS SERVICES

TO: VICKI EVANS, FINANCE DIRECTOR

FROM: TAMMY GILLIS, WELLNESS DIRECTOR

DATE: MARCH 23, 2020

SUBJECT: OUTSTANDING INVOICES FOR NOVANT HEALTH

I am requesting approval for payment of one invoice from Novant Health for operation of the employee clinic. The services were provided during FY 18-19. Payment was not made timely during the fiscal year because there was confusion about what was truly owed. We have gone back and forth for months and finally agreed that the attached invoice is in fact due to them. Services were indeed provided and the charge is correct. Therefore, payment of \$1,459.20 is due to the vendor. There are funds available in our FY20 budget to pay this if that is an option.

It is my understanding that payment of invoices for goods purchased in a previous fiscal year that has been closed, must be approved by the County Board of Commissioners. Upon your review and approval, please place this item on the consent agenda for the next scheduled meeting.

Please contact me at 678-7728 if you need additional information. Thank you in advance for your assistance.

Attachments



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 6, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 3/16/2020

SUBJECT: APPROVAL OF PROCLAMATION DESIGNATING APRIL 2020 AS "NORTH CAROLINA 811 SAFE DIGGING MONTH"

BACKGROUND

A request was received from Howard Corey, Education Liaison with North Carolina 811, for a proclamation from the Cumberland County Board of Commissioners designating April 2020 as "North Carolina 811 Safe Digging Month".

RECOMMENDATION / PROPOSED ACTION

The Board of Commissioners is respectfully requested to consider approval of the proclamation.

ATTACHMENTS:

Description

Proclamation Designating April 2020 as NC 811 Safe Digging Month

Type

Backup Material

roclamation

WHEREAS, as utility owners, excavators, designers, and homeowners work to keep pace with North Carolina's economic development, it is important to minimize damages to underground utility lines, danger to workers and the general public, environmental impact and loss of utility services to the citizens of North Carolina; and

WHEREAS, North Carolina 811, a utility service notification center and leader in education, celebrates its 42nd year of continuous service to the State and is key to preventing injuries and damages when excavating; and

WHEREAS, this unique service provides easy, one-call notification about construction and excavation projects that may endanger workers and jeopardize utility lines while promoting workplace and public safety, reducing underground utility damage, minimizing utility service interruptions and protecting the environment; and

WHEREAS, this vital service, which began in 1978, serves the citizens of North Carolina from the mountains to the coast and educates stakeholders about the need for excavation safety whether the project is as small as planting a tree or designing and beginning construction on a new interstate; and

WHEREAS, in 2019, the North Carolina one call system received 2.2 million notification requests and transmitted over 12.2 million requests thereby providing protection to utility companies infrastructure, their employees, excavators, and customers.

NOW THEREFORE, BE IT RESOLVED, that the Cumberland County Board of Commissioners has designated the month of April 2020 as "North Carolina 811 Safe Digging Month" to encourage all excavators and homeowners of Cumberland County to contact 8-1-1 either by dialing 8-1-1 or contacting NC811 via the webpage of NC811.org at least three working days prior to digging in order to "Know What's Below," avoid injury, protect the environment, prevent millions of dollars in damages and to remind excavators that three working days' notice is the law, safe digging is no accident, and more information may be obtained by visiting www.nc811.org.

Adopted this 6th day of April 2020.

*W. Marshall Faircloth, Chairman
Cumberland County Board of Commissioners*



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 6, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA CARDINALI, ASSISTANT COUNTY MANAGER

DATE: 3/27/2020

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE APRIL 6, 2020 BOARD OF COMMISSIONERS' AGENDA

BACKGROUND

Crown Center Fund 600

1) Crown Center – Budget Ordinance Amendment B200910 to recognize insurance funds in the amount of \$4,380 to make fire damage repairs.

The Board is requested to approve Budget Ordinance Amendment B200910 to recognize insurance funds from The Travelers Indemnity Company in the amount of \$4,380 to make necessary repairs to the Crown Center.

These repairs are the result of a fire that occurred on February 29, 2020. The ticket booth, breezeway, and mechanical yard were damaged.

Please note this amendment requires no additional funds.



RISK MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 6, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 3/12/2020

SUBJECT: CONSIDERATION OF HEALTH INSURANCE PLAN CHANGES FOR FISCAL YEAR 2021 - AMWINS

BACKGROUND

During the March 12, 2020 Agenda Session Meeting, Kevin Quinn, Broker with USI, presented health insurance renewal options for the plan year beginning July 1, 2020. The Board of Commissioners considered the options presented.

RECOMMENDATION / PROPOSED ACTION

At the March 12, 2020 Agenda Session Meeting, there was not a unanimous decision by the Board of Commissioners to approve placing the action below as a Consent Agenda Item on the March 16, 2020 Board of Commissioners' Meeting. The vote was four in favor and one opposed. Therefore, the action is being presented as an item of business, requesting approval as follows:

Approval of the Health Insurance Plan Renewal to be included in the fiscal year 2021 budget process which will incorporate the enhanced prescription benefit to retirees age 65 and over. That enhanced prescription benefit will provide a \$0 copay for preferred generic prescriptions specific to the fully insured AmWINS plan. All other AmWINS plan components will remain the same.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 6, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JOEL STRICKLAND, FAMPO EXECUTIVE DIRECTOR

DATE: 3/16/2020

**SUBJECT: CONSIDERATION OF NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION - CUMBERLAND COUNTY (FAMPO) MODEL
AGREEMENT**

BACKGROUND

The transportation planning section of the Cumberland County Planning and Inspections Department, known as the Fayetteville Area Metropolitan Planning Organization (FAMPO), works with the North Carolina Department of Transportation (NCDOT) on the development of the region's transportation demand model. The transportation demand model is used by FAMPO and NCDOT to predict future travel patterns to better plan and prioritize transportation needs with the Fayetteville Urbanized Area. The model is typically updated every five years and smaller changes can be made at any time. Metropolitan Planning Organizations (MPOs) are required to have an objective method for evaluating the use of federal funding for transportation projects, which the model provides. MPO's the size of ours, known as Transportation Management Areas (TMA's) with 200,000 people plus, are required to have transportation models. The benefit of participating with NCDOT is that if we did not, we would be totally responsible for building the model as well as funding it ourselves. So working with NCDOT on the model allows the cost to be split and also allows the cooperation of both staffs in building the model.

Of the budgeted funds, the only cost to the County would be its percentage of the local match, which every local government will provide. Also, keep in mind, these costs are included in the budgeted local match. For the newest update of the travel demand model, FAMPO will pay \$143,654.37 of the total cost of \$253,808.74, which is more cost effective than previous iterations of the model. The cost associated with the model agreement has been budgeted in FAMPO's FY20 Budget.

RECOMMENDATION / PROPOSED ACTION

Staff requests approval of the model agreement and authorization for the Chairman of the Board of

Commissioners to execute the model agreement.

ATTACHMENTS:

Description

FAMPO - NCDOT Model Agreement

Type

Backup Material

NORTH CAROLINA

**STATE PLANNING AND RESEARCH PROJECT –
COUNTY PARTICIPATION AGREEMENT**

CUMBERLAND COUNTY

DATE: 02/12/2020

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: M-0522

AND

WBS Elements: 47433.1.4

CUMBERLAND COUNTY

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the “Department” and the Cumberland County, a local government entity, hereinafter referred to as the “County”, and collectively referred to herein as the “Parties.”

W I T N E S S E T H:

WHEREAS, Fixing America’s Surface Transportation (FAST) Act allows for the allocation of State Planning and Research (SPR) funds to be available for certain specified transportation activities; and,

WHEREAS, the Department proposes to develop the travel demand model for the Fayetteville Metropolitan Planning (MPO) area under Project 47433.1.4, in Cumberland and surrounding Counties; and,

WHEREAS, Cumberland County is the Lead Planning Agency for the Fayetteville MPO and will act as the fiscal agent for this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of the development of the Fayetteville MPO Area travel demand model. The project involves developing a new travel demand model with a new base year of 2011 and new horizon year of 2045. Work shall also include the purchase of transportation analytic data from a third-party vendor. The Department is responsible for administering the project and shall provide the final model to the County and the MPO.

COSTS AND FUNDING

2. The cost for the entire Project is \$253,808.74 and shall be shared between the County and the Department as follows:

Development of the Model: \$220,308.74

Third Party Data: \$33,500

The Department and the County shall share equally in the cost of developing the model in the amount of \$110,154.37 each. The County shall provide 100% of the cost of the third party data. The total amount due to the Department by the County is \$143,654.37.

Upon full execution of this Agreement, the Department shall invoice the County for \$143,654.37. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.

ADDITIONAL PROVISIONS

3. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The County certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
4. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
5. All terms of this Agreement are subject to available departmental funding and fiscal constraints.

6. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
7. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
8. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
9. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

L.S. ATTEST:

CUMBERLAND COUNTY

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the local governing body of Cumberland County as attested to by the signature of Clerk of said governing body on _____ (Date)

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

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:
Cumberland County

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)



GENERAL MANAGER INTERNAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 6, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE DIRECTOR

DATE: 3/12/2020

SUBJECT: APPROVAL OF ENCROACHMENT AGREEMENT WITH NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) FOR NORCRESS WATER & SEWER DISTRICT

BACKGROUND

The NORCRESS sewer system was constructed in 2004. A sewer lateral within the system is no longer functioning and is causing sanitary sewer to back up into an office building in Wade. The Public Works Commission (PWC) has been going to this property weekly and blowing out the line to push the sewer through the line to prevent it from backing up into the building. This service is above and beyond the scope of work in the operation and maintenance agreement. PWC has stated that a new service lateral must be installed in order to properly serve this property. An Encroachment Agreement is required by NCDOT since the sewer main is on the opposite side of the street.

The County Attorney has reviewed the attached Encroachment Agreement. There is available funding within the NORCRESS operating budget to pay for the installation of the service lateral.

RECOMMENDATION / PROPOSED ACTION

At the March 12, 2020 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on both the March 16, 2020 Board of Commissioners' Meeting and the March 16, 2020 NORCRESS Water and Sewer District Meeting:

- Approve the attached NCDOT Encroachment Agreement that would allow PWC to replace the failing sewer lateral.

ATTACHMENTS:

Description
Encroachment Agreement

Type
Backup Material

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT

-AND-

PRIMARY AND SECONDARY HIGHWAYS

NORCRESS Water and Sewer District

130 Gillespie St, Rm 214, Fayetteville, NC 28301

THIS AGREEMENT, made and entered into this day of 20 by and between the Department the
of Transportation, party of the first part; and NORCRESS Water and Sewer District
130 Gillespie St, Rm 214, Fayetteville, NC 28301 party of the second part,

W I T N E S S E T H

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as
Route(s) SR1815 , located 6927 Wade Stedman Road

with the construction and/or erection of: Sanitary sewer lateral renewal for 6927 Wade Stedman Rd, approximately 450' east of
US Highway 301 (Main Street). Service lateral is grade-dependent and will require piping to be installed via open-cut method
across SR-1815 (Wade Stedman Road).

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (161) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
DIVISION ENGINEER

ATTEST OR WITNESS:

Candice White, Clerk to the Board

NORCRESS Water and Sewer District

W. Marshall Faircloth, Chairman

NORCRESS Water and Sewer District

Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

- 1. All roadways and ramps.
- 2. Right of way lines and where applicable, the control of access lines.
- 3. Location of the existing and/or proposed encroachment.
- 4. Length, size and type of encroachment.
- 5. Method of installation.
- 6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
- 7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
- 8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
- 9. Method of attachment to drainage structures or bridges.
- 10. Manhole design.
- 11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
- 12. Length, size and type of encasement where required.
- 13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
- 14. Location of vents.

GENERAL REQUIREMENTS

- 1. Any attachment to a bridge or other drainage structure must be approved by the Head of Structure Design in Raleigh prior to submission of encroachment agreement to the Division Engineer.
- 2. All crossings should be as near as possible normal to the centerline of the highway.
- 3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
- 4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
- 5. All vents should be extended to the right of way line or as otherwise required by the Department.
- 6. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
- 7. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
- 8. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 6, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM:

DATE:

SUBJECT: MEETINGS

BACKGROUND

April 20, 2020 (Monday) - 6:45 PM

May 4, 2020 (Monday) - 9:00 AM

May 18, 2020 (Monday) - 6:45 PM