

**TOWN OF WILLIAMSTON
REGULAR BOARD OF COMMISSIONERS MEETING
WILLIAMSTON TOWN HALL
102 E. MAIN ST., WILLIAMSTON NC 27892
MONDAY, SEPTEMBER 9, 2024, 5:30 P.M.
AGENDA**

Times listed are estimates only. **Do not rely on listed times for when these items will be addressed. It is noted that items may be addressed earlier or later than the estimated times shown on this agenda.

<u>Agenda Item</u>	<u>Time **</u>	<u>Action</u>	<u>Page(s)</u>
I <u>Mayoral Procedures</u>			
(1) Call to Order	5:30		
(2) Pledge of Allegiance	5:31		
(3) Opening Prayer	5:33		
II <u>Discussion/Adjustment to the Agenda</u>	5:34	X	
(Please include removal and transfer of any Consent Agenda items from Consent Agenda to Regular Agenda that need full discussion)			
III <u>Consent Agenda</u>	5:35	X	
(These items may be adopted with a single motion, second and vote. However, any Governing Board Member may request removal of any item or items for full discussion.)			
(1) Regular Board Meeting Minutes of August 5, 2024			1-8
(2) Special Called meeting of September 3, 2024			9-10
(3) Budget Amendment – Chamber Calendar Year 2024 allocation			11
(4) Budget Amendment – Destination by Design			12
(5) Budget Amendment – Destination by Design			13
(6) Public Records Policy			14-22
IV <u>Presentation of Safety Awards</u>	5:37		
V <u>Old Business</u>			
(1) Tax Settlement 2023 <u>Tiffany White</u>	5:45	X	23-25
VI <u>New Business</u>			
(1) Capital Project Ordinance 2024-11 StRAP Grant <u>Mandy Bullock</u>	5:50	X	26
(2) Ordinance 2024-08 Close Main Street for Christmas Parade <u>Allen Overby</u>	6:00	X	27
(3) Lenslock Agreement for Body and Car Cameras <u>Captain Coltrain</u>	6:03	X	28-38
VII <u>Department Head Reports</u>	6:10		
Planning			
Finance			
Police			
Parks & Recreation			
Public Works			
Fire			
VIII <u>Adjourn Regular meeting</u>	6:30		

The Town of Williamston usually holds all public meetings in the assembly room but provides an alternate space on the first floor for those with disabilities. Any individual with a disability who desires to attend the meeting should call 252-792-5142 as early as possible prior to any meeting.

Note: Please turn off any cell phones, etc. during this meeting. Thank you for your cooperation.

Information attachments

- 408 Warren Street	39
- CDBG Closeout Letter	40-43
- NCDOR Sidewalk Project Notification Letter	44
- Reference Letter for Chief Peaks to become a Chief 101 instructor	45

This meeting is open to the public virtually. If you wish to make comments during the meeting, please forward questions or comments to jescobar@townofwilliamston.com or written statements to Town of Williamston, 102 East Main Street, Williamston, NC in advance. You may still speak at the meeting but written comments will ensure they understand in case of technical difficulties.

If you would like to listen and have input during the Public Hearing and Public comment sections, please follow the instructions below:

Please join our meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/360529277>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (872) 240-3212

- One-touch: tel:+18722403212,,360529277#

Access Code: 360-529-277

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MINUTES OF THE MEETING OF
THE TOWN BOARD OF COMMISSIONERS
TOWN OF WILLIAMSTON, NC

Page 1

August 5, 2024

The Board of Commissioners of the Town of Williamston met in a regular called meeting on Monday, August 5th, 2024, at 5:30 p.m. at the Town Hall Assembly Room at 102 East Main Street, Williamston, NC.

PRESENT Mayor: Dean McCall
Commissioners: Alton Moore, Ruth Coffield, Anthony Gianpoalo, Glinda Fox, and David Richmond
Town Administrator: Eric Pearson
Town Clerk: Jackie Escobar
Police Chief: Travis Cowan
Police Captain: Beth Coltrain
Public Works Director: Stacy Stalls
Planning and Zoning Administrator Andrew Brownfield
Planning and Downtown Marketing Coordinator: LaShonda Cartwright
Fire Chief: Michael Peaks
Parks and Recreation Director: Allen Overby
Finance Officer: Mandy Bullock
Town Attorney: Watsi Sutton

ABSENT

CALL TO ORDER AND INVOCATION

Mayor Dean McCall called the meeting to order. First, Commissioner Fox led the pledge of allegiance. Commissioner Moore offered the invocation.

AGENDA APPROVED

Commissioner Richmond moved, Commissioner Moore seconded, and the regular agenda was unanimously approved.

CONSENT AGENDA

It was moved by Commissioner Moore, seconded by Commissioner Coffield, and unanimously approved the consent agenda.

Items approved in the Consent Agenda are as follows:

- (1) Regular Board Meeting Minutes of June 28, 2024 1-3
- (2) Regular Board Meeting Minutes of July 1, 2024 4-8
- (3) Budget Amendment – Destination by Design 9
 - Contingency 25,000.00
 - Destination by Design (25,000.00)
 - 25,000.00
- (4) Budget Amendment – Godwin Coppage Lights
 - Undesignated Fund Balance 7,000.00
 - Repair Building and Grounds 7,000.00
 - 14,000.00

INTRODUCTION OF NEW STAFF

The Finance Office introduced Megan Green and Kara Barmer as the new Utility Accounts Specialists. The Town Administrator introduced Shay Baggett, a School of Government AmeriCorps Fellow who will work at Town Hall for a year.

OLD BUSINESS

Discontinue Broadcasting Town Board Meetings

The Town Administrator reported that at the July meeting, the Board postponed the Agenda Item to the August 5 regular meeting. The Finance Officer presented high cost estimates for upgrading the sound and video system in the Board meeting room. The Board directed further research on this topic. New Business Item 3 is Resolution 2024-13 seeking Board authorization to apply for a Rural Downtown Economic Development (RDED) grant, which could fund a video and sound system for the Board meeting room and other Town Hall improvements. The Town Administrator recommended postponing a decision on discontinuing broadcasting meetings until the Town learns if it was awarded the RDED grant. *It was moved by Commissioner Fox, seconded by Commissioner Gianpoalo, and unanimously agreed to table the discussion.*

Ordinance 2024-07 Amended Mobile Food Vendor Ordinance

The Planning and Zoning Administrator reported that the town collaborated with local agencies and businesses to update the policy for mobile food vendors. The subcommittee proposed an ordinance to simplify the approval process for new small-scale mobile food businesses, remove fees, and clarify regulations. The amended ordinance aims to attract more vendors and ensure compliance with health, fire, and legal requirements. The Town Attorney reported that the amended ordinance aimed to clarify legal requirements for mobile food vendors, promote Town business, and ensure compliance with health, fire, and legal requirements. The amended ordinance removed fees, defined types of vendors, and listed enforcement procedures and requirements for acquiring a mobile food vendor permit. Commissioner Gianpoalo questioned the removal of permit fees. The Attorney explained that the subcommittee wanted to attract more vendors by removing barriers. The Mayor suggested trying a feeless approach for a year and then reconsidering. Commissioner Gianpoalo inquired about garbage disposal, to which the Attorney mentioned the ordinance did not list a specific person. However, the Town could use the penalty schedule for such a violation. The Planning and Zoning Administrator indicated that the Town of Williamston is cutting edge with the presented Mobile Food Vendor Ordinance compared to other towns. *It was moved by Commissioner Richmond, seconded by Commissioner Moore, and unanimously approved the Ordinance 2024-07 Amended Mobile Food Vendor Ordinance. Ordinance 2024-07 is hereby attached with the meeting minutes and incorporated in the Town's Ordinance Book for future reference.*

NEW BUSINESS

Order For The Town Tax Collector To Collect 2024 Property Taxes

The Mayor hereby authorized, empowered, and commanded the Tax Collector to collect the taxes set forth in the tax records filed in the office of Finance and in the tax receipts herewith delivered to the Tax Collector, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Williamston, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Renew Emily Miller Grant Writer Agreement

The Town Administrator reported that the Board approved entering into an agreement with Emily Miller, McAdams & Associates, LLC, to write grants for the Town of Williamston. The Town has been using her expertise, in addition to writing grants, to research grants as well as assist in the administration of the grants. Administration of the Housing and Urban Development (HUD) The \$750,000 Downtown Revitalization grant is one example. The presented agreement needs to be renewed. Town staff believe the relationship with Emily Miller is a worthy one to continue so we present the agreement to the Board for consideration to renew. The money for this service, \$15,000 for the year, is in the budget. There are no changes in the agreement from last year's, other than the dates of the agreement. *It was moved by Commissioner Fox, seconded by Commissioner Gianpoalo, and unanimously approved the Agreement with Emily Miller, McAdams & Associates LLC for grant writing and administration services.*

Resolution 2024-13 Rural Downtown Economic Development Grant

The Planning and Zoning Administrator reported that the town has the opportunity to obtain additional funding for downtown economic development projects through the Rural Downtown Economic Development grant. This grant aims to spur economic growth and development. The staff recommends renovating parts of the town hall to provide the most significant public benefit. The town could receive \$350,000 in grant funds, with a required \$17,500 match, to cover costs such as new floors, improvements to meeting spaces and kitchen area, enhanced video and audio equipment, and potential upgrades to the A/C unit. *It was moved by Commissioner Moore, seconded by Commissioner Richmond, and unanimously approved Resolution 2024-13 Rural Downtown Economic Development Grant. Resolution 2024-13 is hereby attached with the meeting minutes and incorporated in the Town's Resolution Book for future reference.*

Memorandum of Understanding – Williamston Downtown, Inc.

The Planning and Downtown Marketing Coordinator reported that the MOU between Williamston Downtown Inc. and Town clearly defined the role of the Planning and Downtown Marketing Coordinator/ WDI Director. Board approval would allow the Downtown Planning and Marketing Coordinator/WDI Director the authority to continue to promote the downtown on behalf of the Town and allow continued revitalization efforts with WDI, which allows the town to continue the affiliation with Main Street America. *It was moved by Commissioner Richmond, seconded by Commissioner Moore, and approved the Memorandum of Understanding between Williamston Downtown Inc. and Town. The motion carried with 4 in favor and 0 opposed. Commissioner Glinda Fox recused herself from the vote.*

Resolution 2024-12 Accepting the Lead and Service Line Loan/Grant

The Town Administrator reported that the Town was awarded the Lead and Service Line Grant, which allows the Town to contract the work to identify all the lead and copper lines on the system to an outside agency. The Board approved the task order with Rivers and Associates to do the Lead and Service Line survey. A required step is to adopt a resolution officially accepting this grant award. Staff used the NC Department of Environmental Quality (NCDEQ) suggested resolution format. The loan with principal forgiveness is for a total amount of \$490,000. The Town must pay \$24,500 of that amount, which will come from the Water Fund. The remaining \$465,000 is referred to as principal forgiveness. There is also a 2% closing fee totaling \$9,800. The Town's total investment will be \$34,300. Attorney Sutton has reviewed and approved the resolution. *It was moved by Commissioner Moore, seconded by Commissioner Gianpoalo, and unanimously approved Resolution 2024-12, Accepting the Lead and Service Line Loan/Grant. Resolution 2024-12 is hereby attached with the meeting minutes and incorporated in the Town's Resolution Book for future reference.*

Ordinance 2024-06 Road Closure EJ Hayes Homecoming

The Police Captain presented Ordinance 2024-06 Road Closure EJ Hayes Homecoming. The Homecoming parade has been occurring annually since 1958 and is scheduled for Saturday, September 14th, 2024. The Ordinance is required for the North Carolina Department of Transportation to approve the road closure. *Commissioner Richmond moved it, seconded by Commissioner Coffield, and unanimously approved Ordinance 2024-06 Road Closure EJ Hayes Homecoming. Ordinance 2024-06 is hereby attached with the meeting minutes and incorporated in the Town's Ordinance Book for future reference.*

Request to Close Town Hall Administration on November 14, 2024, for Training

The Finance Officer requested to close Town Hall on November 14th for all customer-facing employees in the Finance Department to attend training provided by the North Carolina League of Municipalities. The training will cover ethics, customer service, de-escalation techniques, and improving customer relations. Training will occur from 10 am to 3 pm. The requested date is low-traffic, and the training will improve fiduciary responsibility and customer relations. *It was moved by Commissioner Moore, seconded by Commissioner Coffield, and unanimously approved the Request to Close Town Hall Administration on November 14, 2024, for Training.*

Request to Close Town Hall Administration on November 18, 2024 Longevity Luncheon

The Finance Officer has requested to close the Town Hall for customers on November 18th from 11 am until 2 pm. This is to allow the staff to prepare for and attend the Town's annual Longevity Luncheon, which celebrates the staff with years of service to the Town. The Finance Department helps serve the meal to Town staff, and this closure has been an annual request made to the board. The two-hour closure will provide staff with the necessary time to travel to the luncheon, participate, and return. Additionally, a fifteen-minute window before and after the event will be given for staff travel time, as well as for the proper procedure for closing and reopening the utility office. She requested the Board to approve this annual closure to allow for the celebration of the staff that has faithfully served citizens for several years. *It was moved by Commissioner Fox, seconded by Commissioner Coffield, and unanimously approved the Request to Close Town Hall Administration on November 18, 2024 Longevity Luncheon.*

Consider a Joint Sidewalk Project on East Main with NCDOT

The Town Administrator reported that the NC Department of Transportation (NCDOT) has proposed a joint sidewalk project on Main Street near the Rail Trail. The project is part of the State's Transportation Improvement Program and will be funded by NCDOT's Bicycle and Pedestrian Unit using Federal Highway Administration (FHWA) funds. The NCDOT has provided multiple concept designs, with one recommended by the staff. The NCDOT has also provided estimated costs for the recommended design.

Concept #4 – Most Expensive

- Construction & Oversight ~ \$550,000
- Design & Letting~ \$125,000
- Total Costs~ \$675,000

Concept#2 – Recommended by Staff

- Construction & Oversight~ \$275,000
- Design & Letting~ \$75,000
- Total Costs~ \$350,000

NCDOT can further refine these estimates if the Board is interested in pursuing the project. The most expensive concept involves adding sidewalks on the northern side of Main from Harrell Street to NC 13, while the concept that makes the most sense is adding sidewalks from the rail trail to NC 13. This project will require a 20% match from the Town, which can be funded using Powell Bill funds. Choosing Concept #2 would leave \$225,000 for street improvements after using an estimated \$75,000 of Powell Bill funds.

Commissioner Fox questioned whether the project would interfere with the paving of Main Street. The Town Administrator assured that the two projects would not interfere with each other. The Town Administrator also noted that the agreement will come to the Board for consideration. Commissioner Gianpoalo commended staff for planning with future development in mind. *It was moved by Commissioner Fox, seconded by Commissioner Richmond, and unanimously approved the Joint Sidewalk Project on East Main with NCDOT.*

Audit Engagement Letter and Contract, Carr, Riggs, and Ingram Fiscal Year 2023-2024

The Finance Officer presented the contract from Carr, Riggs, and Ingram to complete the audit for Fiscal Year 2023-2024. The Town of Williamston qualifies for a single audit due to the grant money received during this time period and thus requires a more detailed audit review. Carr, Riggs, and Ingram have completed single audits for the Town of Williamston. Prices in this contract reflect the complexity required of a single audit and Town projects. The total cost is \$59,200, and the auditors are scheduled to visit the Town on August 26th.

Commissioner Moore questioned if Zacchaeus Law Firm has paid off. The Tax Collector noted that in the first batch in 2022, most did not settle. Most payments resulted from preforeclosure letters. *It was moved by Commissioner Moore, seconded by Commissioner Fox, and approved the Audit Engagement Letter and Contract, Carr, Riggs, and Ingram Fiscal Year 2023-2024.*

DEPARTMENTAL REPORTS

Finance

The Finance Officer reported:

- The Finance Officer completed a Cash Management class at the School of Government.
- The new staff are completing their training program.
- Point&Pay integration training will occur soon.
- DocuSign launched on August 1st.
- Staff completed Arctic Wolf Cybersecurity Onboarding.

Planning

The Planning and Zoning Administrator reported:

- The Planning Department made progress on the execution of the boardwalk renovation grant. The CAMA Permit has been received, and the Order to Proceed has been issued. Staff will be meeting for bids in the upcoming weeks.
- The department was in the process of pursuing the demolition of two at-risk/vacant properties. The next step in the process should occur on the 16th of August. Will begin drafting an ordinance for Board approval to begin contracting for building removal
 - a. 219 MLK Jr. Dr. – overgrown grass, dilapidated porch, multiple code violations, appearance of vacancy.
 - b. 107 Ormond Dr. – overgrown with kudzu, dilapidated façade, and boarded windows.
- Potential partnerships:
 - a. DOT – Met to discuss a potential sidewalk project along E. Main near Highway 17 as an expansion of the existing trail and an improvement to the future waterfront district.
 - b. Farmer's Market – Discussed the possibility of future "Downtown Market" events and other ideas to promote foot traffic downtown.
 - c. RDED Grant – In discussion with grant representatives to procure funds for improvements to the Town Hall, including updated floors, improved communal spaces, and potentially a rentable space within the old Police Station.
- Staff attended two Main Street America trainings and a conference this month:
 - a. 7/17 – Small-Scale Development and Historic Tax Credit workshop. Informed on tactics downtown property owners can use to increase their revenue and improve their buildings at a lower cost.
 - b. 7/29 – Destination Marketing Meeting. Taught how to make towns and businesses a destination that will attract both community members and tourists.
 - c. 8/6-8/8 – NC Main Street Conference. This is a required yearly meeting that will allow staff to speak to other Main Street directors and planners and gain more information on how to improve the downtown area.
- The Planning Department was informed of the roof collapse at 126 W. Main St. on 7/25/2024. The Planning and Zoning Administrator contacted the property owner immediately. The property owner is currently seeking private demolition rather than forcing the cost on the town.

- The Planning and Downtown Marketing Coordinator reported that the Town of Williamston was the third of 100 entities to complete Main Street training successfully.
- The Planning and Downtown Marketing Coordinator met with a Downtown property owner who planned to sell soon.

Fire/Rescue

The Fire Chief provided the following report:

- The Fire Chief noted flash flooding concerns related to Hurricane Debby.
- The department responded to 254 calls.
- Staff attended the Hazmat Quarterly meeting in Raleigh.
- Mrs. Wendy Sales. EMT Sales was the recipient of the Darrell Taylor Scholarship. Miss Kylie Stone received a department scholarship. Lt. Michael Pierce. Lt. Pierce received his Advanced Firefighter Certification from the North Carolina State Firefighters Association. Lt. Pierce not only serves as a member of the command staff in Williamston, but he is also the Fire Chief for the Jamesville Community Volunteer Fire Department.

Police

The Police Captain provided the following report:

- The Fun in the Sun event, held on July 20th, was attended by about 200 people. The Captain thanked the Local Government Credit Union, Builders Discount, and Piggly Wiggly for sponsoring the event. The department hosted an employee luncheon with leftover hotdogs.
- The department answered 680 calls for service, consisting of 131 incident reports and 49 arrests.
- The Captain spoke about the homicide on the 4th of July. Officers stepped up, resulting in a successful resolution. Five juveniles were arrested. The Captain noted that the community was hurting and urged the community to provide positive guidance for the community's youth.
- Sergeant Michael Pope became the Community Liason Officer. Lieutenant Kevin Banks was promoted to Patrol Lieutenant.

Parks and Recreation

The Parks and Recreation Director reported:

- 25 kids signed up for Football Camp
- Seven people attended the Tennis Clinic
- Baseball Camp was scheduled for mid-month August.
- Football registration closed and practice and games would begin in September.
- Soccer registration was ongoing.
- The soccer field at Godwin Coppage Park was top-dressed with sand.
- The department encountered and exterminated armyworms at the soccer field.
- Power at the tennis courts will be off until repairs are made.
- The Parks and Recreation Director should have an update regarding the soccer field playground.

Public Works

The Public Works Director reported the following:

- The department prepared for the expected rainfall from Hurricane Debby.
- Street Project Request for Proposals was underway.
- The department worked with 10 tons of asphalt in the month of July.
- The department installed two water taps.

Closed Session – N.C.143-318.11(a)(3) Attorney-Client Privilege and N.C.143-318.11(a)(6) Employee Matter

Commissioner Richmond moved, with a second by Commissioner Fox, to go out of regular session into closed session for N.C.143-318.11(a)(3) Attorney-Client Privilege and N.C.143-318.11(a)(6) Employee Matter at 7:20 pm. The motion passed unanimously.

Commissioner Moore moved, seconded by Commissioner Richmond, to move out of the closed session into a regular session at 8:57 p.m. The motion passed unanimously.

There being no further business, it was moved by Commissioner Moore, seconded by Commissioner Coffield, and unanimously declared the meeting adjourned at 8:58 pm.

Submitted By:

Approved By:

Town Clerk

Mayor

MINUTES OF THE MEETING OF
THE TOWN BOARD OF COMMISSIONERS
TOWN OF WILLIAMSTON, NC

September 3, 2024

The Board of Commissioners of the Town of Williamston met in a special meeting on Tuesday, September 3rd, 2024, at 5:30 p.m. at the Town Hall Assembly Room at 102 East Main Street, Williamston, NC.

PRESENT Mayor: Dean McCall
Commissioners: Alton Moore, Ruth Coffield, David Richmond, Glinda Fox, and Anthony Gianpoalo
Town Administrator: Eric Pearson
Town Clerk: Jackie Escobar
Police Chief: Travis Cowan
Police Captain: Beth Coltrain
Finance Officer: Mandy Bullock
Town Attorney: Watsi Sutton

ABSENT Parks and Recreation Director: Allen Overby
Fire Chief: Michael Peaks
Public Works Director: Stacy Stalls

CALL TO ORDER AND INVOCATION

Mayor Dean McCall called the meeting to order. First, Commissioner Fox led the pledge of allegiance, and then Commissioner Moore offered the invocation.

OLD BUSINESS

Ordinance 2024-07-R Mobile Food Vendor

The Town Administrator reported that the Board unanimously adopted Ordinance 2024-07 at the August Board Meeting. The subcommittee has recommended a shorter distance from 50 feet to 0 feet from restaurants. However, the suggested revision is to shorten the distance to 15 feet. The requirement would prohibit a mobile food vendor from setting up directly in front of a restaurant; it would follow fire code requirements and allow for adequate ingress and egress from a business.

The Attorney noted that the updated ordinance also clarifies general insurance requirements. While the previous ordinance had a similar clause, the updated ordinance contained a more explicit requirement.

Commissioner Gionpaolo noted he was more pleased with the 50-foot distance requirement. He also indicated a typo in Section 117.07 (N), where signage requirements list 24 inches in height and 3 inches in length, whereas they should actually be 24 inches in height and **36** inches in width.

Commissioner Fox questioned if food vendors would be allowed to set up any time other than town-sanctioned events. Commissioner Moore inquired if a food vendor would ever actually set up so close to a restaurant. The Town Administrator noted that section 117.04 (G) explicitly states, *"No permit issued shall authorize any mobile food vendor to operate on or from a public street unless for a town-sanctioned event,"* making it extremely unlikely, but not impossible, that a food vendor could park in front of a restaurant while following all the requirements listed in the ordinance.

The Board agreed to bring back the Ordinance in September 2025 to evaluate the fee structure. *Commissioner Fox moved to adopt the Ordinance 2024-07-R Mobile Food Vendor Ordinance. Commissioner Coffield seconded it. The motion carried with 4 in favor and Commissioner Gianpoalo opposed. Ordinance 2024-07 is hereby attached with the meeting minutes and incorporated in the Town's Ordinance Book for future reference.*

Special Called Board of Commissioner's Meeting
September 3, 2024
Page 2

CLOSED SESSION – NC143-318.11(a)(6) Employee Contract Discussion

It was moved by Commissioner Richmond, seconded by Commissioner Moore, to go out of regular session into closed session for NC143-318.11(a)(6) Employee Contract Discussion at 5:59 pm. The motion passed unanimously.

Commissioner Moore moved, seconded by Commissioner Fox, to move out of the closed session into the regular session at 6:38 pm. The motion passed unanimously.

NEW BUSINESS

Consider Accepting Employment Contracts

It was moved by Commissioner Richmond, seconded by Commissioner Moore, and unanimously moved to table the discussion.

There being no further business, it was moved by Commissioner Fox, seconded by Commissioner Moore, and unanimously declared the meeting adjourned at 6:39 pm.

Submitted By:

Approved By:

Town Clerk

Mayor

TO: Eric Pearson

Date Submitted:

9/9/2024

SUBJECT: Budget Amendment

Date of Council Action:

9/9/2024

I hereby request that the budget for the General Fund be amended, as set forth below, as permitted and authorized by the General Statutes of North Carolina.

The purpose of this amendment is to budget funds for the donation to the Martin County Chamber of Commerce that was budgeted in last fiscal year; however, invoice was not received until current fiscal year.

The following accounts will be increased/decreased:

Account No.	Title	Department	Amount
Revenue Accounts:			
10.3900.3910	Undesignated Fund Balance	General Fund	\$2,500.00
Expense Accounts:			
10.6600.5302	Martin County Chamber	Economic Development	\$2,500.00
			<u>\$5,000.00</u>

Department Head



This request has been checked for proper account numbers and verified that the amendment is balanced. If this request is to record a grant's acceptance or amendment, the Finance Department has received a copy thereof and it appears to be in order.


Remarks:

Yes

X


No

Finance Officer



ACTION OF TOWN ADMINISTRATOR

Administrator


 Approved for Council Action

Disapproved

TO: Eric Pearson

Date Submitted: 9/9/2024

SUBJECT: Budget Amendment

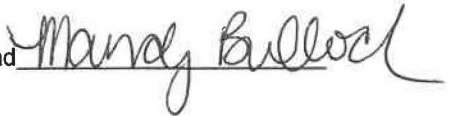
Date of Council Action: 9/9/2024

I hereby request that the budget for the Capital Project Fund be amended, as set forth below, as permitted and authorized by the General Statutes of North Carolina.

The purpose of this amendment is to transfer budget for Destination by Design back to contingency funds in the Riverboardwalk project to place designation in correct project ordinance.

Account No	Title	Debit	Credit
Expense Accounts:			
48.6200.9200	Contingency	\$ 50,000.00	
		<u>\$ 50,000.00</u>	
Expense Accounts:			
48.6200.8500	Destination by Design		\$ 50,000.00
			<u>\$ 50,000.00</u>

Department Head

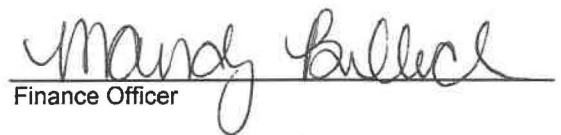


This request has been checked for proper account numbers and verified that the amendment is balanced. If the request is to record a grant's acceptance or amendment, the Finance Department has received a copy thereof and it appears to be in order.

Remarks:

X
Yes

No


Finance Officer

ACTION OF TOWN ADMINISTRATOR



Approved for Council Action

Disapproved

Disapproved


Administrator

TO: Eric Pearson

Date Submitted: 9/9/2024

SUBJECT: Budget Amendment

Date of Council Action: 9/9/2024

I hereby request that the budget for the Capital Project Fund be amended, as set forth below, as permitted and authorized by the General Statutes of North Carolina.

The purpose of this amendment is to allocate funds in the Downtown on the Move project from the General Fund for the consultation fees of Destination by Design.

Account No	Title	Debit	Credit
Revenue Accounts:			
51-5000-3471	Transfer from General Fund		\$ 50,000.00
10-3900-3910	Undesignated Fund Balance		\$ 50,000.00
Expense Accounts:			
51-5000-4000	Destination by Design	\$ 50,000.00	
10-6600-9900	Transfer to Capital Projects	\$ 50,000.00	

Department Head Mandy Bullard

This request has been checked for proper account numbers and verified that the amendment is balanced. If the request is to record a grant's acceptance or amendment, the Finance Department has received a copy thereof and it appears to be in order.

Remarks: _____ X
Yes No

Mandy Bullard
Finance Officer

ACTION OF TOWN ADMINISTRATOR

☒ Approved for Council Action
☐ Disapproved
☐ Disapproved

Eric Pearson
Administrator

Town of Williamston Public Records Policy

August 2024

Public Records Defined

Public Records and public information made or received pursuant to law or ordinance in connection with the transaction of public business by the departments of the Town of Williamston ("Town") are the property of the people. The statutes that define the scope of public records are contained in Chapter 132 of the North Carolina General Statutes. The purpose of this Policy is to provide a guide to be followed by the Town in managing these requests and in levying charges in accordance with North Carolina law.

The Public Records Request Process

Submitting a Public Records Request

Requests for records can be submitted via the form available at the Town website or by emailing recordrequest@townofwilliamston.com.

When making a records request, it is recommended the request contain the following information:

1. The date of the request
2. The name of the requester
3. The telephone number or email address of the requester
4. A complete description of the requested record
5. The title and date the record was made or received pursuant to law in connection with the transaction of public business, if known.
6. The location and/or custodian of the requested record, if known.
7. How the requester prefers to receive the requested records, *i.e.* 1) inspect the records in person; 2) obtain a digital copy of the records; 3) pickup a physical record; or (4) receive a physical copy by mail to a provided address.
8. Be specific about what you're looking for. Include names and dates, if known. You may be asked to clarify your request.

In accordance with N.C. Gen. Stat. § 132-6.2(e), it is the Town's policy that it does not, in response to requests for public records, create or compile records that do not exist.

When the requester submits the request form, the Town Records Custodian ("TRC") will confirm with a receipt within three business days. Records provided in response to a public records request will be public records that exist and are available for disclosure as of the date of the request.

Delivery methods may have an associated fee depending on size and delivery method. See Duplication and Fees section of this policy for more information.

Submitting a Request For Emails

To assist Town Staff in efficiently fulfilling requests for email records, the requester should provide, at a minimum: a time period for the request, keywords or other topic information, the names of the persons, Town staff or board members associated with the emails sought, and whether the requester is seeking emails sent by the public, or only emails between staff and/or board members.

Due to the voluminous nature of some email requests, the TRC may ask the requester if they would like to narrow the search to expedite fulfillment.

Emails will be filtered to exclude automatically generated emails such as calendar notifications, out of office replies, external newsletters, publicly disseminated press releases, etc. Please specify if you would like those materials included.

Exceptionally large or complex requests may be subject to the Special Service Charges as outlined on page 5.

What to Expect After a Request is Made

The TRC will confirm receipt of the request and may ask for clarifying information in order to better direct or fulfill the request.

Depending upon the nature of request, the town may respond initially by:

1. Producing the record after the payment of applicable fees (see fee schedule)
2. Acknowledging the town's receipt of the request
3. Denying the request accompanied and citing the basis for denial
4. Requesting a deposit, or
5. Requesting clarification of the request

Public records requests are not on-going. In the event additional records are created after the date of the requester's original public records request, the requester will need to submit a new request for those records.

If the requester specifies a format in which the records should be disclosed, the Town will disclose the records in the requested format if:

1. It is determined that disclosable records exist;
2. The town is capable of providing the records in the format requested;
3. The format requested is reasonable; and
4. The requester pays the applicable fees.

The Town's response to the request will be considered complete and final upon:

1. Requester's inspection of the records;
2. Upon notification to the requester that the photocopies requested are available for payment and pick-up;
3. Records are sent electronically; or
4. A denial of the request.

Time to compile records vary based on multiple factors including, but not limited to:

- Number and size of the documents requested
- Whether materials unsuited to release are involved
- Availability of staff and resources
- Complexity to compile requested documents
- If legal review is necessary

Your request will be handled in the order of which it is received and will be made available as promptly as reasonably possible in accordance with state law.

Records Delivery Methods

Digital Records

The majority of records are provided digitally free of charge. Records are sent in standard file formats via email or made available via a link to an electronic file or folder. The requester is able to download any provided records.

Inspection Of Records

In the event a requester chooses to inspect records, the Town will notify the requester once the records are available for inspection. The records will be available for inspection at a date and time mutually agreeable between the requester and the Town. An appointment to inspect records may need to be broken into intervals over time, so as to not interfere with the daily operations of the town employees.

Records that have been pulled for inspection will be made available to the requester for a

period of no more than fourteen (14) calendar days. If the requester fails to contact the Town within fourteen (14) calendar days of being notified that the records are available for inspection: (1) the records will be returned to the originating department; and (2) the requester will need to submit a new request for the records and the process will begin anew.

Duplication and Transmission Fees

Prior to the release of any public record, the Town will collect duplication fees. The Town Clerk will update and post duplication fees as appropriate.

The 2022 fiscal year fee structure and charges manual for copies is listed below:

- 8 1/2" X 11" single-sided hardcopy \$0.03
- 8 1/2" X 11" double-sided hardcopy \$0.05
- Compact Disk Read-Only Memory (CD-ROM) \$0.49
- Duplicated site plans, architectural drawings, etc. \$5 per printed sheet
- DVD Duplication of Town Board meeting \$3.00

Denial Of Requests and Appeals

The North Carolina Public Records Act does not require local governments to create records that do not exist; nor does it compel local governments to provide statutory or other justification for actions taken by the municipality. Following legal review, public record requests that seek information other than that required by the Public Records Act will be denied by the Town Records Custodian to the extent that no public record is requested. To the extent that any disclosable public record is sought in a request that seeks justification for Town action, if any existing and disclosable public record can be identified, the same will be provided without further explanation.

Special Service Charge

In most cases, public records are easily retrievable and provided electronically via email at no cost to the Town or requestor. Pursuant to NCGS 132-6.2(b), a special service charge can be applied "if the request is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or if producing the record in the medium requested results in a greater use of information technology resources than that established by the agency for reproduction of the volume of information requested ..." The special service charge "shall be reasonable and shall be based on the actual cost incurred for such extensive use of information technology resources or the labor costs of the personnel providing the services, or for a greater use of information technology resources that is actually incurred by the agency or attributable to the agency" (NCGS 132-6.2(b)). This fee will not apply for any time required to identify and redact confidential information or for other legal review.

The special service charge, if applicable, shall be \$18.00/hour. This rate approximates the

hourly rate of pay plus fringe benefits for the position of the Town Clerk in the town's pay schedule.

A special service charge may be triggered when the above requirements have been met and are reasonably estimated to require more than (four) 4 hours of compilation time by Town staff. The Town Administrator will approve or reject the special service charge. The requester will then be made aware of the charge before the town proceeds with the request. If the requester wishes to continue, then the staff member responsible for compiling the request will log their time spent compiling. The staff member's time will be reviewed and approved by the department director.

The TRC will provide the requestor with a written estimate and extend the option of the requestor paying the charge. The requestor will be granted the opportunity to narrow the scope of the request to reduce or avoid the service charge.

Before releasing a request with a special service charge, the requester must make the appropriate payment at Town Hall. Acceptable payment options are Check, Cash, and Money Order. Checks should be made payable to the Town of Williamston. After payment has been received, documents will be released in the desired format of the requester.

A fee of \$1.25 shall be charged for mailing copies of public records to any person, firm or corporation, unless the cost of postage exceeds \$1.00, in which case the fee for mailing shall be the actual postage plus \$1.22. The mailing fee shall be in addition to any other copying fee Provided for herein.

Payment of Required Fees

Payment for duplication and delivery fees will be made prior to the release of public records. When required, the payment of a deposit will be made prior to the duplication of any records (see the Fee Section above). All payments will be made by cash, or check payable to the Town of Williamston. Payment can be made in person at Town Hall. A copy of the public records request must be submitted with payment.

Failure to Pay Required Fees

In the event a requester fails to pay a bill for fees incurred within thirty (30) calendar days, the Town will require the requester to pay in full the past due amount owed before it will begin processing a new request or a pending request from the delinquent requester.

In addition, the Town may require advance payment for any future requests of the full amount of the estimated fees before the agency begins to process a new request or a pending request from that requester.

If the Town is unable to collect the duplication fees from the requester, the Town may, upon providing thirty (30) calendar days prior written notice to the requester, destroy the duplication set of records made available for the requester in order to avoid storage concerns. Although the records are destroyed, the requester will still be made responsible for the costs the Town

incurred in duplicating the records originally requested by the requester.

Additional Public Records Request Resources

The Town of Williamston is committed to using technology to foster open, transparent and accessible government. The Town maintains a website and utilizes social and other media channels to help support informed public engagement and encourage citizen feedback.

Public Records Available Online

- Town Board Meeting Materials and Minutes
- Town Ordinance
- North Carolina General Statutes

Records Not Held by the Town of Williamston

- Birth, Death, or Marriage Records are available through the North Carolina Department of Health and Human Services Vital Records.
- Criminal, Court, or Divorce Records are available through the North Carolina Court of General Justice website.
- Environmental Assessment Records, including above-ground or below-ground storage tanks and/or hazardous material spills, are available through the North Carolina Department of Environmental Quality Permits and Inspection Branch and the Hazardous Waste Section.
- Real estate and property records are available through the Martin County Register of Deeds.
- Property tax information is available through the Martin County Tax Office.

Information that Is Not Public Record

- Personnel information and records other than what is specifically made public under G.S. § 160A-168.
- Personally identifiable information of public utility customers including addresses for water shut offs, sanitation pick up, etc. (G.S. § 132-1.14).
- Police records that include specific tactics, or specific security or emergency procedures (G.S. § 132-1.7).
- Criminal investigation and criminal intelligence records except those specifically made public by G.S. § 132-1.4.
- Law Enforcement Recordings, including but not limited to recordings made using body-cameras, per (G.S. § 132-1.4A).

Retention of Town of Williamston Records

The Town of Williamston adheres to the Municipal Records Retention and Disposition Schedule. This document is a tool for the employees of local governments to manage the records in their offices. It lists records commonly found in local governmental offices, and gives

an assessment of their value by indicating when (and if) those records should be destroyed.

According to G.S. § 121-5 and G.S. § 132-3, you may only destroy public records with the consent of the Department of Cultural Resources (DCR). This schedule is the primary way the State Archives of North Carolina gives its consent. Public records including electronic records not listed in this schedule are not authorized to be destroyed.

The information contained in this document provides only high-level guidance. Departments should familiarize themselves with how the Municipal Records Retention and Disposition Schedule applies to the records generated by their department.

Records on Personal Devices

Emails, text messages on cell phones and tablets, and social media posts that transact or discuss Town business are public records. Please note that whether or not the device is Town-issued or personal, the content of the message is what makes the message a public record. In the event that a records request asks for records on a personal device, the TRC will inform the staff or board member to provide these records which will typically take the form of a screenshot.

Draft Documents and Personal Notes.

A draft document that has not been circulated to others for review or comments is likely not a public record. Such documents would not have to be disclosed if there were a public record request. However, once a draft document has been circulated to others, it may become a public record. In most cases, a staff member's personal notes do not qualify as a public record.

Temporary/Transitory Records

Some records are "transitory," and although they are public records, they do not have to be retained after they serve their immediate administrative value. Such records with short-term value may be destroyed or otherwise disposed of when their reference value ends. They include rough drafts once the final document is finished, reservations and confirmations, email messages not related to Town business, downloads for the Internet, records that do not contain information necessary to conduct Town business, and tape recordings made to assist in the preparation of final minutes.

Personal Information

Emails, text messages or other communications stored on a Town-owned phone, computer or other device, that were not created in the course of transacting public business, are not public records, and are not subject to compulsory disclosure under the Public Records Act absent rare, special circumstances. Employees, however, do not have a reasonable expectation of privacy with respect to any content contained on a Town-owned device, and any such content is subject to review by an employee's supervisor or by any other personnel who may be authorized to

access said content in the course of their work duties.

Appendix A: Protected Records

Exempted records include, but are not limited to:

- Confidential communications within the scope of the attorney-client relationship as defined in NCGS 132-1.1(a).
- Criminal investigation records and records of criminal intelligence information, as Provided in NCGS 132-1.4 (active and closed investigations).
- Sensitive public security information, including specific details of public security plans and arrangements, detailed plans and drawings of public buildings and infrastructure facilities, and certain plans to prevent and respond to terrorist activity, as Provided in NCGS 132-1.7, and technology security information, as Provided in NCGS 132-6.1.
- Records of minors per NCGS 132-1.4, 132-1.12, and 7B-2901.
- All information contained in Town employees' personnel files maintained by the Town is confidential in accordance with NCGS 160A-168, except information deemed by NCGS 160A-168(b) to be a matter of public record. These rules apply to personnel information for applicants, current employees, and former employees.
- Tax information pertaining to a taxpayer's income or gross receipts may not be disclosed, as Provided in NCGS 132-1.1(b).
- Social security numbers and other personal identifying information is confidential and unlawful to disclose to the public. In addition to social security numbers, "personal identifying information" includes: employer taxpayer identification numbers; drivers' license numbers, state identification card numbers, and passport numbers; checking, savings, credit, and debit account numbers; personal identification code (PIN) numbers used to access financial resources; digital signatures; any other numbers or information that can be used to access a person's financial resources; biometric data; fingerprints; and passwords, all as Provided in NCGS 132-1.10, NCGS 75-61, and NCGS 14-113.20.
- Trade secrets and electronic payment account numbers are protected as set forth in NCGS 132-1.2. (Note that to protect a "trade secret" detailed requirements must be met.)
- The seal of an architect, engineer, or land surveyor when that seal has been submitted for project approval under Part 5 of Article 19, Chapter 160A (Building Inspections) as set forth in NCGS 132-1.2.
- Certain "trial preparation materials" are protected as Provided in NCGS 132-1.9. If records are created for or at the request of an attorney for the Town when the Town is engaged in litigation or litigation is anticipated, these records are likely protected "trial preparation materials." The Town Attorney should be consulted if there is a request for such records.
- Names and addresses of complaining witnesses to crimes must be temporarily withheld if release of the information is reasonably likely to pose certain threats to the witnesses or materially compromise the investigation, as provided in NCGS 132-1.4.
- Certain economic development incentives are temporarily protected, but the Town must make certain prior disclosures to applicants, as provided in NCGS 132-1.11 and NCGS 132-6(d).

- Closed session meeting minutes that are deemed protected under NCGS 143-318.10(e).
- Public enterprise billing information, as provided in NCGS 132-1.1(c).
- Records protected by copyright. The Town must permit inspection of records protected by copyright, but cannot make copies of copyrighted records, pursuant to 17 U.S.C. § 106(1).

TOWN OF WILLIAMSTON, NC AD VALOREM TAX SETTLEMENT
WITH TIFFANY WHITE, TAX COLLECTOR
AS OF JUNE 30, 2024, IN ACCORDANCE WITH G.S. 105-373(a)

Page 23

Original Tax Levy	\$ 2,966,932.99
Add:	

State Board of Assessments (Railroad, Gas, Telephone Bus Lines, Electric Power & Telephone Companies)	\$ 367,321.79
--	----------------------

Total

Late List

Total Additions/Adjustments	\$ 3,334,254.78
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Lot Cleaning:	\$ 30,976.00
----------------------	---------------------

Total Lot Cleaning

Total Levy, Additions, Adjustments & Lot Cleanings	\$ 3,365,230.78
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Deduct: Tax Relief Orders Approved/Corrections	\$ 23,723.21
Collections	\$ 2,941,228.78

Total Deductions:	\$ 2,964,951.99
--------------------------	------------------------

Uncollected Tax as of June 30, 2023	\$ 400,278.79
--	----------------------

Footnote: Tax collections and deductions for the 2023 levy were 87.910%

Tiffany White
Tax Collector

I hereby request that the above report be approved and accepted as a settlement of the 2022 Advalorem Tax Levy. I will continue to make every effort to collect those unpaid real and personal property taxes that amount to \$244,584.15 at June 30, 2024.

Tiffany White
Tax Collector

TOWN OF WILLIAMSTON
TAX COLLECTOR'S REPORT
June 2024

Year of Levy	LEVY		Collections -	Lot Cleaning	Tax Relief Orders	Uncollected Balance Due	Monthly Collections Ret ck/Ref		
	Uncollected Balance Jul 1,2020	Additions/Adj During Year							
2013	\$ 22,411.67		\$ 1,094.65			\$ 21,317.02	\$ 148.73		400327.95
2014	\$ 30,088.32	\$ (3.01)	\$ 1,469.95		\$ -	\$ 28,615.36	\$ 196.99		
2015	\$ 34,811.72		\$ 2,582.27			\$ 32,229.45	\$ -	\$	37,917.88
2016	\$ 45,426.84		\$ 3,392.23			\$ 42,034.61	\$ 410.08	\$	(3,476.16)
2017	\$ 49,895.02		\$ 12,026.04			\$ 37,868.98	\$ 1,459.21	\$	1,655.57
2018	\$ 66,046.39		\$ 8,137.21			\$ 57,909.18	\$ 1,962.98	\$	36,097.29
2019	\$ 77,398.62	\$ (16.78)	\$ 17,041.86		\$ 65.52	\$ 60,274.46	\$ 3,809.14		
2020	\$ 89,037.06	\$ (18.15)	\$ 16,024.65		\$ 70.86	\$ 72,923.40	\$ 1,841.43		
2021	\$ 147,066.50	\$ (17.42)	\$ 38,291.89		\$ 68.03	\$ 108,689.16	\$ 2,898.10		
2022	\$ 244,584.15	\$ 475.06	\$ 66,278.73		\$ 74.83	\$ 178,705.65	\$ 3,959.68		
2023	\$ -	\$ 3,310,760.08	\$ 2,941,228.78	\$ 30,976.00	\$ 226.51	\$ 400,280.79	\$ 36,097.29	OFF 47.16 FROM TR WASHES IN AUG	
									\$ 3,328,845.85
Total	\$ 806,766.29	\$ 3,311,179.78	\$ 3,107,568.26	\$ 30,976.00	\$ 505.75	\$ 1,040,848.06			-22218.32
									\$ 4,684.25
									\$ (301.62)
									-300
									47.16
									2.76
									</

**TOWN OF WILLIAMSTON
TAX COLLECTOR'S REPORT
June 2024**

Year of Levy	LEVY		Collections -	Lot Cleaning	Tax Relief Orders	Uncollected Balance Due	Monthly Collections Ret ck/Ref	
	Uncollected Balance Jul 1,2020	Additions/Adj During Year						
2013	\$ 22,411.67		\$ 1,094.65			\$ 21,317.02	\$ 148.73	
2014	\$ 30,088.32	\$ (3.01)	\$ 1,469.95		\$ -	\$ 28,615.36	\$ 196.99	
2015	\$ 34,811.72		\$ 2,582.27			\$ 32,229.45	\$ -	
2016	\$ 45,426.84		\$ 3,392.23			\$ 42,034.61	\$ 410.08	
2017	\$ 49,895.02		\$ 12,026.04			\$ 37,868.98	\$ 1,459.21	
2018	\$ 66,046.39		\$ 8,137.21			\$ 57,909.18	\$ 1,962.98	
2019	\$ 77,398.62	\$ (16.78)	\$ 17,041.86		\$ 65.52	\$ 60,274.46	\$ 3,809.14	
2020	\$ 89,037.06	\$ (18.15)	\$ 16,024.65		\$ 70.86	\$ 72,923.40	\$ 1,841.43	
2021	\$ 147,066.50	\$ (17.42)	\$ 38,291.89		\$ 68.03	\$ 108,689.16	\$ 2,898.10	
2022	\$ 244,584.15	\$ 475.06	\$ 66,278.73		\$ 74.83	\$ 178,705.65	\$ 3,959.68	
2023	\$ -	\$ 3,310,760.08	\$ 3,093,555.23		\$ 226.51	\$ 216,978.34	\$ 188,423.74	OFF 47.16 FROM TR WASHES IN AUG

Total \$ 806,766.29 \$ 3,311,179.78 \$ 3,259,894.71 \$ - \$ 505.75 \$ 857,545.61

Collected To Date

Current Year

Collected Same Period Last Year

Previous Year

Current Year

2023

2022

2021

Percent

93.446% Tax rate if the hospital and the old middle school was not on the books and without lot cleanings..just an FYI

changed formula in reference to column E to add or deduct

Additions

Prior Yr Rev	103100.3115	166339.48	\$ 166,339.48	\$ -
Current Yr Rev	103100.3110	2941228.78	\$ 3,093,555.23	\$ (152,326.45)

0



CAPITAL PROJECT ORDINANCE 2024-11

STREAMFLOW REHABILITATION ASSISTANCE PROGRAM

BE IT ORDAINED by the Governing Board of the Town of Williamston, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. This project is in collaboration with the Martin County Division of Soil & Water Conservation through the North Carolina Department of Agriculture and Consumer Services grant to clear debris, fallen trees, and beaver habitats in channels affecting water drainage. The clearing of waterways and channels serves to prevent flooding caused by hurricanes and other natural disasters. The proposed areas of channel clearing include Back Swamp and Skewarkee Gut drainage basins.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of this resolution, project contracts, documents, and the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Contracted Services	\$ 223,469
Total Expenses	\$ 223,469

Section 4. The following revenues are anticipated to be available to complete this project:

StRAP Grant-NC Dept of Agriculture	\$ 223,469
Total Revenues	\$ 223,469

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Local Government Commission.

Section 6. The Finance Officer is directed to report, on a monthly basis, on the financial status of each project element in Section 3 and on the total revenues received.

Section 7. Copies of this Capital Project Ordinance shall be furnished to the Finance Officer for direction in carrying out this project.

Adopted this 3rd day of September 2024 during a regularly convened meeting of the Board of Commissioners held at the Williamston Town Hall.

Jaquelinne Escobar, Town Clerk
(SEAL)

Dean McCall, Mayor



Ordinance 2024-08

AN ORDINANCE DECLARING A ROAD CLOSURE FOR A CHRISTMAS PARADE

WHEREAS, the Town of Williamston Board of Commissioners acknowledges a long tradition of providing an annual Christmas parade for the pleasure of its citizens; and

WHEREAS, the Town of Williamston Board of Commissioners acknowledges its citizens realize a financial benefit from holding an annual Christmas parade; and

WHEREAS, the Town of Williamston Board of Commissioners acknowledges a parade requires approximately two (2) hours to install signs and traffic control and also requires approximately two (2) hours for removing signs, traffic control, and litter;

NOW THEREFORE BE IT ORDAINED by the Town of Williamston Board of Commissioners, pursuant to the authority granted by G.S. 20-169, that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

Date: Saturday, November 23rd, 2024

Time: 10 am to 3:30 pm

Route Description: Washington Street at the Carolina Avenue intersection to the intersection of Main Street and Watts Street

This ordinance will become effective when signs are erected announcing the parade's limits and times and adequate traffic control is implemented to guide vehicles around the parade route.

Adopted this the 9th day of September 2024 by the Board of Commissioners of the Town of Williamston.

Mayor Dean McCall

Attest:

Jaquelinne Escobar, Town Clerk



LENSLOCK

WE SERVE HEROES EVERY DAY™

Williamston Police Department-NC

LensLock Regional Manager
Cory Bone

Direct: 77-286-6706
Email: CDB@LensLock.Com
3550 Buschwood Park Dr., Suite 180
Tampa, FL 33618



LensLock, Inc.
 3550 Buschwood Park Dr., Suite 180
 Tampa, FL 33618
 866-LENSLOCK
 LensLock.com

Issued: August 22, 2024
 Proposal Valid for 30 Days
 Proposal Num: 024-133

SHIP TO:

Williamston Police Department-NC
 100 South Haughton Street
 Williamston, NC 27892
 Customer ID # 024-133

Attention: Chief Travis Cowan

Services: BWC & ICV
 Payment Terms: Net 30 Days
 Length of Service: 60
 Commencement: October 1, 2024

SALES REPRESENTATIVE:

Cory Bone Regional Manager
 Phone: 770-286-6706
 Email: CDB@LensLock.com

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST	5 YEAR COST
Body-Worn Cameras				
25	Body Worn Camera - Gen 12.5 Full Time	\$899.00	\$22,475.00	\$112,375.00
2	Body Worn Camera - Gen 12.5 Admin / Spare	\$899.00	Included	Included
1	LensLock DSX Docking Station	\$0.00	Included	Included
1	On-Site Implementation (BWC)	\$1,895.00	Included	Included
1	Unlimited Data Storage Plan (BWC)	\$0.00	Included	Included
In-Car Cameras				
8	Hawk 6 In-Car Video System	\$1,899.00	\$15,192.00	\$75,960.00
8	BITS 3.0	\$99.00	Included	Included
1	Unlimited Data Storage Plan (ICV)	\$0.00	Included	Included
Additional Equipment and Services				
1	Shipping & Handling Fee	\$0.00	Included	Included
1	Software & Database Maintenance Fee	\$495.00	Included	Included
1	CAD Integration	\$0.00	Included	Included
1	Pro-Grade Outsourced Redaction	\$0.00	Included	Included
1	60 Month Hardware Guarantee	\$0.00	Included	Included
1	LensLock Combined Service Package Discount	20%	(\$7,533.40)	(\$37,667.00)
SUBTOTAL:			\$30,133.60	\$150,668.00
SALES TAX 7.00%			\$2,109.35	\$10,546.76
TOTAL:			\$32,242.95	\$161,214.76

Summary of 5-Year Payments

Year	Due	Term Start	Term End	Amount
Year 1:	Product Delivery	10/1/24	9/30/25	\$32,242.95
Year 2:	Start of Term	10/1/25	9/30/26	\$32,242.95
Year 3:	Start of Term	10/1/26	9/30/27	\$32,242.95
Year 4:	Start of Term	10/1/27	9/30/28	\$32,242.95
Year 5:	Start of Term	10/1/28	9/30/29	\$32,242.95
Grand Total				\$161,214.76



LensLock, Inc.
3550 Buschwood Park Dr., Suite 180
Tampa, FL 33618
866-LENSLOCK
LensLock.com

CLIENT: Williamston Police Department-NC

Chief Travis Cowan

(Name - Title)

(Signature)

(Date)

VENDOR: LensLock, Inc.

Andrew Lynch - Executive Vice President

(Name - Title)

(Signature)

(Date)

**By signing this document, you agree to the LensLock
Terms and Conditions outlined in the below link.**

LensLock Terms and Conditions

LENSLOCK, INC. STANDARD TERMS & CONDITIONS

EQUIPMENT & ONLINE SERVICES

1. Equipment. Under this business model, all Equipment is supplied to Client as part of the master agreement and vendor agrees to train, support, and instruct Client in the proper use of the Equipment. Client understands that ALL the LensLock Equipment described on page 2 of this Agreement is included.
2. Shipping Terms. Deliveries of Equipment, title and risk of loss is assumed by LensLock. Title to any software provided with Equipment remains with LensLock and/or its suppliers. Any claims for shortages or damages suffered in transit must be submitted directly to the carrier. All shipping dates are approximate and not guaranteed. LensLock reserves the right to make partial shipments.
3. Intellectual Property. As between the parties, all hardware, services, and software provided by LensLock, including the Online Platform Services, are the intellectual property of LensLock and its licensors, and any unauthorized use of same, including creating any derivative works by Client or any third party, is strictly prohibited and violates Federal Copyright Laws, Title 17 of the United States Code. Pursuant to the terms of this Agreement, LensLock grants to Client the limited, non-exclusive, non-transferable, limited right to access the Online Platform Services during the term of the Agreement for purposes of access and use of the videos and audios produced by the Equipment and in compliance with the Agreement and applicable documentation. Conversely, it is understood that LensLock has limited access to all Client video files for internal testing and quality control assurance purposes. It is understood that Client as a government agency is subject to public disclosure laws. In the event of a disclosure request LensLock will work with Client to ensure that any material proposed to be withheld based on proprietary grounds meets an available exemption in Washington law.
4. System Operation and Limitations. Equipment is connected to a digital recorder computer and Client shall not use the computer for any other purpose. Client shall be permitted to access and make changes to the system's operation through the LensLock Online Platform Services. Depending on the data storage option selected, LensLock shall store data received from Client's Equipment for the agreed upon location. LensLock shall have no liability for data corruption or inability to retrieve data. LensLock shall endeavor to only release Client's data only to Client, upon Client's authorization, or by legal process. Telephone or internet access is not provided by LensLock and LensLock has no responsibility for such access or IP address service. LensLock is not responsible for the security or privacy of any wireless network system or router or like Equipment, and the foregoing are the Client's responsibility, including but not limited to securing access to the Equipment with pass codes and lock outs. LensLock shall have no liability for unauthorized access to the system through the internet or other communication networks, data corruption, or loss for any reason whatsoever.
5. LensLock Online Platform Services. Upon receipt of a video verified event, the Equipment is designed to activate the Online Platform Services, upon which, LensLock or its designee central office, shall record and store the images and feeds from Equipment if such Equipment and Online Platform Services have been configured properly. Client acknowledges that signals transmitted from Client's Equipment to the Online Platform Services are not monitored by personnel of LensLock or LensLock's designee central office, and LensLock does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Client acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of LensLock and are not maintained by LensLock, and LensLock shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Client's computers if connected to the communication Equipment. Client authorizes LensLock to access the Client's accounts to input or delete data and programming in connection with the Online Platform Services. LensLock may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Client's default in performance of this Agreement, in event central station facility or communication network is nonoperational, or in event Client's system is malfunctioning. LensLock is authorized to record and maintain audio and video transmissions, data and communications, and shall comply with local law requirements. LensLock may, but is not required to, update the Online Platform Services and any software in the Equipment that is capable of OTA updates. All updates to the foregoing are subject to the same terms and conditions as set forth in this Agreement. Client hereby grants LensLock a non-transferable, royalty-free license to use the data collected and stored within the Online Platform Services solely for Client's benefit and LensLock's internal purposes; provided that LensLock may use and disclose such data if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to LensLock and using commercially reasonable efforts to provide Client with the opportunity to seek a

protective order or the equivalent (at Client's expense). The parties agree to comply with the user terms and conditions set forth within the Online Platform Services and Privacy Policy therein.

6. Limited Warranty. The sole and exclusive performance warranties offered by LensLock for the Equipment and Online Platform Services are expressly set forth in Exhibit A (the "Performance Warranty"). Any Equipment that fails to conform to its Performance Warranty as confirmed by LensLock is referred to herein as a "Defective Equipment". The Performance Warranty shall survive the termination and expiration of the Warranty Period only with respect to any valid claim made by Client by written notice to LensLock prior to termination or expiration of such Warranty Period.
7. System Testing. The parties hereto agree that the Equipment, once installed, is in the exclusive possession and control of Client, and it is Client's sole responsibility to test the operation of the system and to notify LensLock if any Equipment needs repair. Client agrees to test and inspect the Equipment upon completion of installation and periodically thereafter, and to advise LensLock in writing promptly after installation of any defect, error or omission in the Equipment or accessing the Online Platform Services.
8. Delete Data. Upon termination of this Agreement, LensLock shall be permitted to remotely delete programming and LensLock shall not be required to service the Equipment and shall cease processing Online Platform Services. Unless otherwise paid for by Client under the terms of this Agreement, LensLock shall not be obligated to hold any Client video or audio stored on the Online Platform Services longer than ninety (90) days past the termination of this Agreement.
9. Data Ownership. Vendor hereby assigns without any requirement of further consideration all right, title, or interest the Vendor may have to the Client's Data, including any original, redacted version, and all metadata associated with Client data with all rights to the same. Vendor hereby agrees that the ownership of the data always belongs to the Client, including all associated CAD integrated metadata. Vendor shall not make use of the Client data for any commercial purpose, whether to the benefit of Vendor or a third party, unless approved in advance by Client in writing. Vendor may, from time-to-time, review Client data in order to professionally inspect video and audio quality of Client data. This quality control process is performed by LensLock CJIS Level IV trained and certified personnel. Vendor inspection details will appear in all audit reports in compliance with CJIS.
10. Court Order. Vendor shall seal any and all video records when ordered sealed by the Court.

GENERAL

11. Governmental Entities. If Client is a governmental, municipal, or quasi-governmental entity, Client represents and warrants to LensLock that: (a) Client has been duly authorized by the laws of the applicable jurisdiction, and by a resolution of Client's governing body, if legally required, to execute and deliver this Agreement and to carry out Client's obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) that the Online Platform Services will be used by Client only for governmental or proprietary functions consistent with the scope of Client's authority and will not be used in a trade or business of any person or entity, or for any personal, family or household use; and (d) Client has funds available to pay fees until the end of its current appropriation period, and that Client intends to request funds to make payments in each appropriation period, from now until the end of the term of the Agreement.
12. Prices; Payment Terms. Prices are those in effect when LensLock accepts a purchase order. LensLock may accept or reject purchase orders in its sole discretion. Client must pay or promptly reimburse LensLock for any sales, use or any other local, state, provincial or federal taxes arising from the sale or delivery of the Equipment or provide an exemption certificate. In the event Client fails to pay Vendor any monies when due. Client shall pay the lower interest of 2 ½ % per month, or the amount allowed by applicable law from the date when payment is due on outstanding balances. In addition to all remedies available herein or at law, LensLock may suspend all services upon communication to Client for Client's failure to pay invoices when due.
13. Term of Agreement; Renewals; Fee Increases. The term of this Agreement shall be for a period as set forth on the page # 3 of the agreement, and if not indicated, then a period of five (5) years and shall automatically renew for one (1) year periods thereafter under the same terms and conditions, unless either party gives written notice of fee increases or either party intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term. If LensLock increases its fees pursuant to this section, Client may terminate this agreement upon ten (10) days written notice to LensLock. If Client terminates this agreement pursuant to this section, Client will be refunded a pro rata share of the acquisition cost

based on remaining term of the agreement. Any amendments to this agreement shall be performed in writing and fully executed by both parties.

14. **Termination.** This Agreement may be terminated by either party at the end of each contract year in the event of a breach or a failure to comply with the terms and conditions of this Agreement, but only after the non-breaching party has provided notice of such breach to comply and such breach remains uncured for sixty (60) days after the breaching party received such notice, but in the event of non-payment, such cure period shall be reduced to five (5) days. Either party may terminate this agreement upon thirty (30) days prior written notice to the other party. Client is responsible for paying for Online Platform Services which were ordered for the remainder of the term. All payments are due within thirty (30) days of termination of this Agreement. If Client terminates this agreement pursuant to this section, Client will be refunded a pro rata share of the acquisition cost based on remaining term of the agreement.

15. **WARRANTY DISCLAIMER.**

a. LensLock does not represent nor warrant that Equipment or Online Platform Services may not be compromised or circumvented, or that Equipment or Online Platform Services will prevent any loss. Client acknowledges that any affirmation of fact or promise made by LensLock shall not be deemed to create a warranty unless expressly included in this Agreement in writing; that Client is not relying on LensLock's skill or judgment in selecting or furnishing Equipment suitable for any particular purpose, that there are no warranties which extend beyond those on the face of this Agreement, and that Client acknowledges that there may be more sophisticated Equipment of which Client may procure on the open market for the same purposes as Equipment.

b. **EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 6 ABOVE, (A) LENSLOCK HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT IN CONNECTION WITH THE SERVICES AND EQUIPMENT, AND (B) LENSLOCK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

16. **Standard of Performance.** LensLock shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which LensLock is engaged.
17. **INSURANCE REQUIREMENTS.** Before beginning any services under this Agreement, LensLock, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the LensLock's bid or proposal. LensLock shall be fully responsible for the acts and omissions of its subcontractors or other agents.

a. **Workers' Compensation.** LensLock shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by LensLock in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Client upon written verification that LensLock is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

b. **Commercial General and Automobile Liability Insurance.**

i. **General requirements.** LensLock, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

ii. **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if LensLock has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

iii. **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

1. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
 2. Client, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the LensLock, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the LensLock. Coverage can be provided in the form of an endorsement to the LensLock's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
 3. For any claims related to this Agreement or the work hereunder, the LensLock's insurance covered shall be primary insurance as respects the Client, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Client, its officers, officials, employees, agents or volunteers shall be excess of the LensLock's insurance and non-contributing.
 4. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
 5. LensLock agrees to give at least 30 days prior written notice to Client before coverage is canceled or modified as to scope or amount.
- c. Professional Liability Insurance.
- i. General requirements. LensLock, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the LensLock's errors and omissions.
 - ii. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
 3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, LensLock must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
 4. A copy of the claim reporting requirements must be submitted to the Client for review prior to the commencement of any work under this Agreement.
- d. All Policies Requirements.
- i. Submittal Requirements. LensLock shall submit the following to Client prior to beginning services:
 1. Certificate of Liability Insurance in the amounts specified in this Agreement; and
 2. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
 - ii. Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.
 - iii. Deductibles and Self-Insured Retentions. Insurance obtained by the LensLock shall have a self-insured retention or deductible of no more than \$100,000.
 - iv. Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
 - v. Waiver of Subrogation. LensLock hereby agrees to waive subrogation which any insurer or contractor may require from LensLock by virtue of the payment of any loss. LensLock agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Client has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Client for all work performed by the LensLock, its employees, agents, and subcontractors.
 - vi. Subcontractors. LensLock shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and LensLock shall ensure that Client, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

- vii. **Excess Insurance.** If LensLock maintains higher insurance limits than the minimums specified herein, Client shall be entitled to coverage for the higher limits maintained by the LensLock.
- e. **Remedies.** In addition to any other remedies Client may have if LensLock fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Client may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order LensLock to stop work under this Agreement and withhold any payment that becomes due to LensLock hereunder until LensLock demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.
18. **Complete Agreement.** This Agreement and any referenced terms herein constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior understandings and agreements, whether written or oral, between the parties with respect to that subject matter. LensLock expressly limits acceptance of the Agreement to the terms stated herein. Any additional, different, or inconsistent terms or conditions contained in any form or purchase order from Client in connection with this Agreement are hereby objected to and rejected by LensLock and shall not apply to this Agreement.
19. **Security Interest; Credit; Lien Law.** In order to secure all indebtedness or liability of Client to LensLock, Client hereby grants and conveys to LensLock a security interest in, and mortgages to LensLock all of Client's Equipment proceeds thereof. LensLock is authorized to file a UCC-1 statement. Client and any guarantor authorize LensLock to conduct credit investigations to determine Client's and guarantor's credit worthiness. LensLock or any subcontractor engaged by LensLock to perform the work or furnish material who is not paid may have a claim against Client which may be enforced against the property in accordance with the applicable lien laws.
20. **Force Majeure; Other Events.** Neither party shall be considered in default of its performance of any obligation hereunder to the extent that performance of such obligation is prevented or delayed by acts of God; acts of the other party; war (declared or undeclared); terrorism or other criminal conduct; fire; flood; weather; sabotage; strikes, or labor or civil disturbances; governmental requests, restrictions, laws, regulations, orders, omissions or actions; unavailability of, or delays in, utilities or transportation; default of suppliers or other inability to obtain necessary materials; embargoes, or unforeseen circumstances or any other similar or dissimilar events or causes beyond party's reasonable control.
21. **Assignment; Waiver of Subrogation Rights.** Client may not assign this Agreement without the prior written consent of LensLock. Any such assignment without LensLock's prior approval shall be deemed a breach of this Agreement, and void *ab initio*. Client on its behalf and any insurance carrier waives any right of subrogation Client's insurance carrier may otherwise have against LensLock or LensLock's subcontractors arising out of this Agreement or the relation of the parties hereto. Client acknowledges that this Agreement, and particularly those paragraphs relating to LensLock's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and central offices of LensLock.
22. **Limitation of Liability.** **NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR BUSINESS INTERRUPTION FOR ANY REASON. IN NO EVENT SHALL LENSLOCK'S AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR CONNECTION WITH THIS AGREEMENT EXCEED THE LESSER OF THE COST OF THE EQUIPMENT AND SIX (6) MONTH'S FEES FOR ONLINE PLATFORM SERVICES IMMEDIATELY PRIOR TO THE INCIDENT THAT GAVE RISE TO THE CLAIM.**
23. **Indemnification.** LensLock shall defend, indemnify and hold harmless Client (including its Council, officers, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of LensLock's obligations under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of LensLock's officers, agents, employees, contractors, or subcontractors.
- Client shall defend, indemnify, and hold harmless LensLock (including its officers, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees,

arising out of or resulting from the performance of Client's obligations under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Client's officers, directors, agents, employees, contractors, or subcontractors.

24. Conflict of Interest. LensLock may serve other clients, but none whose activities within the corporate limits of Client or whose business, regardless of location, would place LensLock in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. LensLock shall not employ any Client official in the work performed pursuant to this Agreement. No officer or employee of Client shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.
25. Subcontract. Client agrees that LensLock is authorized and permitted to subcontract any services to be provided by LensLock to third parties who may be independent of LensLock, and that LensLock shall not be liable for any loss or damage sustained by Client by reason of fire, theft, burglary or any other cause whatsoever caused by the acts of third parties.
26. Records Created as Part of LensLock's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that LensLock prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Client. LensLock hereby agrees to deliver those documents to the Client upon termination of the Agreement, and the Client may use, reuse or otherwise dispose of the documents without LensLock's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Client and are not necessarily suitable for any future or other use. Client and LensLock agree that, until final approval by Client, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by LensLock without prior written approval of Client.
27. LensLock's Books and Records. LensLock shall maintain all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Client under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the LensLock to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Client. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.
28. Request for Deletion of Evidence. LensLock employees shall not manually delete any evidence from the LensLock server. Authorized "*Client Organization Admins*" within "The Client's LensLocker Portal", have permission to manually delete evidence if they deem necessary, at their sole discretion. While LensLock, Inc. understands there are several factors that lie within a request for manual deletion (accidental activation, personal matter, etc.), LensLock, Inc. employees shall always defer the request to the "*Client Organization Admins*" for deletion. With retention laws varying across the United States, deletion of any evidence shall remain strictly within the Client Organization.
29. Governing Law; Disputes. The Agreement and all rights and duties under the Agreement are governed by, and construed in accordance with, the laws of the State of California, without regard to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods or the transactions contemplated hereunder. The parties hereby irrevocably consent to exclusive jurisdiction of, and venue in, *San Diego County in the State of California*.
30. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
31. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

32. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.
33. Statement of Work: Certain LensLock devices and services, including LensLock body-worn cameras, LensLock in-car systems, LensLock surveillance camera services, and LensLocker™ Digital Evidence Management System (DEMS), including but not limited to Legacy Data Migration and CAD Integration services, may require a Statement of Work (SOW) that details LensLock's service deliverables. If LensLock provides an SOW to the Agency, LensLock is only responsible for the performance of services described in the SOW. Additional services are considered out of scope. Any changes to the scope must be documented in a written and signed change order by both Parties. Such changes may require an equitable adjustment in fees or schedule. The SOW is hereby incorporated into this Agreement by reference.
34. Miscellaneous. Other than routine communications made in the ordinary course of performing any obligations under this Agreement, all notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the second business day after mailing via a responsible international courier, or on the fifth business day after mailing by first class registered or certified mail, postage prepaid, to the address stated on the first page of this Agreement or to such other address or individual as either party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend that the relationship between them created under this Agreement is that LensLock is an independent contractor of Client only, and nothing contained herein is intended to create any other relationship between the parties. LensLock is not to be considered an employee, agent, joint venture or partner of Client for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility for, or on behalf of, the other party or to otherwise bind the other party in any way. Except as prohibited by applicable law, the terms and conditions of this Agreement are confidential information of LensLock, and Client may not distribute this Agreement or disclose any contents hereof to any third party without the express written consent of LensLock.
35. Professional Request. In accordance with CJIS BWC Best Practices, it is strongly recommended that law enforcement agencies assign individual body worn cameras to individual police department officers or sheriff deputies and that those assigned body worn cameras are not "shared" with other officer, deputies, or end users, unless special circumstances are warranted. LensLock requests that Client does not allow "sharing" of body worn cameras as part of Client's standard practice of BWC utilization.

EXHIBIT A **LIMITED WARRANTY**

LENSLOCK EQUIPMENT

LensLock warrants to Client that Equipment is free from defects in material and workmanship for the duration of the service contract (“**Warranty Period**”) and subject to the terms set forth herein. In the event Client needs Equipment replaced, LensLock will provide said replacement hardware at no cost, unless the Equipment has been intentionally damaged or destroyed by client. Client pays for shipping fees for product returns and vendor pays for shipping costs for product replacements. It is understood that Vendor will require IT support from Client to ensure services are optimized. Additionally, it is understood that Vendor will set schedule for installation once Client approval is obtained. Because of supply chain demands, Vendor will make every professional effort to ensure schedule is met and installation is completed on time. Unforeseen natural disasters, health emergencies, and Acts of God beyond the reasonable control of Vendor may prevent performance of meeting said schedule.

BODY CAMERA REFRESH SCHEDULE & BUY-BACK OPTION:

Additionally, it is understood by both parties that LensLock will refresh body cameras to client every thirty (30) months from the start date listed on page 2 and the Client will receive a brand-new supply of body cameras based on the terms of this agreement. It is understood that Client owns the Hard Goods Equipment referenced in this agreement at the end of the initial sixty (60) month term. Client may request additional Equipment prior to the thirty-month period but will be billed an additional set of fees for additional users and or any special orders. Client must approve said purchase in writing.

LENSLOCK ONLINE PLATFORM

LensLock warrants that the Online Platform Services (a) will perform materially in accordance with the LensLock published documentation, and (b) professional services will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform such Services.

LENSLOCK TECHNOLOGY

Any additional features or functionality (service upgrades) associated with LensLock overall service offering that client desires may be communicated directly to LensLock customer service representatives on an ongoing basis. Said client requests (whether hardware related or software related features) will be considered from several business perspectives, including but not limited to, vertical market applicability, CJIS regulatory standards, financial impact, technical complexity, end-user experience, legal liability, and competitive landscape.

If the technical requirements of client requests may be implemented in a reasonable business manner, LensLock may or may not charge client an additional set of fees for all new features and functionality associated with service upgrade.

It is our corporate policy that we embrace the challenge of continuous innovation to ensure our clients are pleased with our service offering. It is our experience that the very best ideas for our next set of innovations come directly from our consortium of valued Law Enforcement customers. As such, please do not hesitate to communicate client requests as they surface.

RE: Zoning Permit Application _ 408 Warren Street _ APP-08271

Crystal Sarvis <csarvis@slsco.com>

Thu 8/29/2024 4:01 PM

To: Andrew Brownfield <abrownfield@townofwilliamston.com>; Eric Pearson <epearson@townofwilliamston.com>; LaShonda Cartwright <lcartwright@townofwilliamston.com>; Penny Swain <pswain@townofwilliamston.com>; Chief Cowan <traviscowan@townofwilliamston.com>

Cc: Brian Howard <bhoward@slsco.com>; Jay Whitley <jaywhitley@townofwilliamston.com>

Good afternoon!

Thank you kindly for great customer service. Payment will be made asap. Not sure if we will be able to drive to your office or if sending by mail would be easier. As a courtesy, we'll keep you informed.



Crystal Sarvis

Operations Coordinator | **SLSCO**

A: Post Office Box 17017, Galveston, TX 77552

P: (713) 880-9888 M: (409) 256-0085

E: csarvis@slsco.com W: www.slsco.com

From: Andrew Brownfield <abrownfield@townofwilliamston.com>

Sent: Thursday, August 29, 2024 2:47 PM

To: Crystal Sarvis <csarvis@slsco.com>; Eric Pearson <epearson@townofwilliamston.com>; LaShonda Cartwright <lcartwright@townofwilliamston.com>; Penny Swain <pswain@townofwilliamston.com>; Chief Cowan <traviscowan@townofwilliamston.com>

Cc: Brian Howard <bhoward@slsco.com>; Jay Whitley <jaywhitley@townofwilliamston.com>

Subject: Re: Zoning Permit Application _ 408 Warren Street _ APP-08271

Good afternoon,

Thank you for the letter of intended use. I have attached a completed copy of the zoning permit with the information provided to this email. A \$25 fee must be assessed before the permit becomes active. Fees can be paid either at the service desk located in the Town Hall's Water Department, or they can be mailed to PO Box 506, Williamston, NC 27892.

If we can provide any further assistance, please let us know. I hope you have a wonderful rest of your afternoon!

From: Crystal Sarvis <csarvis@slsco.com>

Sent: Thursday, August 29, 2024 3:15 PM

To: Andrew Brownfield <abrownfield@townofwilliamston.com>; Eric Pearson <epearson@townofwilliamston.com>; LaShonda Cartwright <lcartwright@townofwilliamston.com>; Penny Swain <pswain@townofwilliamston.com>; Chief Cowan <traviscowan@townofwilliamston.com>

Cc: Brian Howard <bhoward@slsco.com>; Jay Whitley <jaywhitley@townofwilliamston.com>; Crystal Sarvis <csarvis@slsco.com>

Subject: RE: Zoning Permit Application _ 408 Warren Street _ APP-08271



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

August 14, 2024

The Honorable Dean McCall, Mayor
Town of Williamston
Post Office Box 506
Williamston, North Carolina 27892

Subject: Monitoring Site Visit
CDBG Number: **17-D-3145 NR**

Dear Mayor McCall:

On July 9, 2024, Cynthia T. Jones with the Rural Economic Development Division visited the Town of Williamston and monitored your Neighborhood Revitalization (NR) Community Development Block Grant (CDBG) program progress. Procedures and documentation were reviewed in the areas of Conformity with application, General Administration, Financial Management, Procurement (Administration), Rehabilitation Private, Compliance, Fair Housing, and Labor Standards. In general, the program files and supporting documentation appeared to be in compliance with all applicable laws and regulations.

It should be noted that a review of this nature would not necessarily disclose all instances of non-compliance with the CDBG regulations. As discussed at the conclusion of the monitoring visit, the areas reviewed appear to be generally in compliance with the applicable CDBG regulatory requirements. The attached monitoring summary lists areas that were reviewed. **The town must provide our office with all the requested information to address the findings and concerns in the monitoring summary within thirty (30) days of the date of this letter.**

Thank you for your time and courtesy extended to Cynthia T. Jones by your staff. Should you have any questions concerning your CDBG program, please contact Ms. Jones at 919-814-4710 / (919) 984-3001 or at cynthia.jones@commerce.nc.gov.

Sincerely,

John F. Brooks
Section Chief
Community Development Block Grant Program

JFB/CTJ

Attachment

cc: Eric Pearson, Town Administrator, Town of Williamston
Mandy Bullock, Finance Director, Town of Williamston
Jeneane Everett, Accounting Supervisor, Town of Williamston
Tammy Daniels, Program Administrator, The Adams Company Inc.
Cynthia T. Jones, Grants Management Representative, NC Department of Commerce
Conrad Wrencher, Rehabilitation Specialist, NC Department of Commerce
File

**Monitoring Summary
Town of Williamston
Community Development Block Grant (CDBG)
Neighborhood Revitalization (NR)
CDBG Number: 17-D-3145
Date of Visit: July 9, 2024**

The following areas were reviewed for the Town of Williamston's Neighborhood Revitalization (NR) grant: General Administration, Financial Management, Procurement (Administration), Housing Rehabilitation, Compliance, Fair Housing, and Labor Standards:

CONFORMITY/BENEFIT/SCHEDULE

Conformity: Your grant's activity was reviewed for conformity with the approved application. The approved activity consists of:

C-1	Proposed	Accomplishments
Administration	N/A	N/A
Planning	N/A	N/A
Rehabilitation, Private	1 Rehabilitation, 3 Reconstructions	3 Reconstructions
Parks/Playgrounds	Installation of one HVAC Unit	Installation of one HVAC Unit

A review was made of the activity in the Town of Williamston's project. All activities were carried out in the project area as described in the approved application. The noted activities are eligible in accordance with the **Code of Federal Regulations (CFR) 570.482 and 570.483**. Also, the noted eligible activities comply with the **North Carolina Community Development Block Grant (CDBG) Program's Regulations, 4NCAC 19L, Section .0301 Eligible Activities**.

Benefit: A review was completed of the town's cumulative beneficiary information and determined that the documentation was consistent with **CFR 570.483 (Criteria for National Objectives)** and in compliance with the **North Carolina CDBG Program Regulations 4 NCAC 19L Section .0502 A (1), Eligibility Requirements**.

Schedule: The grant is 100% expended at the time of the monitoring and the project activities were on schedule based on the application.

GENERAL ADMINISTRATION

Tammy Daniels, Program Administrator, and Ben Jones, Rehabilitation Specialist, with The Adams Company Inc. administer the grant under the supervision of Mr. Eric Pearson, Town Administrator, Mandy Bullock, Finance Director, and Jeneane Everett, Accounting Supervisor. Based upon the review, the grant's administrative requirements are consistent with **CFR 570.487** (Other applicable laws and related program requirements), and the **North Carolina CDBG Regulation 4 NCAC 19L, Sections .0900, .0911, .0102, and .0103**. The town adopted the Citizen Participation and the Anti-Displacement and Relocation Assistance Plans on June 7, 2021. No complaints concerning the CDBG project have been received by the town.

FINANCIAL MANAGEMENT

The Town of Williamston's financial management of the grant was reviewed for compliance. Based on the review, the town's financial management system complies with **Office of Management and Budget (OMB) Circular A-87** and with the **North Carolina CDBG Program Regulations 4 NCAC 19L, Section .0906, Financial Management Systems**. The Project Budget Ordinance was approved on June 7, 2021. Requests for payments were approved by a minimum of two (2) people prior to payment by the finance office. The town uses the reimbursement and advance payment method of requisitioning CDBG funds. Requisitions #1, #2, #6, and #7 were reviewed while a three (3) day rule violation was identified.

Finding: (3 Day Rule Violation): Our review indicated that Reimbursement #2 in the amount of \$19,390.00 was drawn down. This amount was received and deposited on January 27, 2023. It was noted the town did not disburse \$19,390.00 until February 22, 2023, which resulted in a three-banking day rule violation.

Corrective Action: A review of the canceled checks indicated that all the expenditures were for eligible CDBG activities. However, the town must provide our office with an assurance in writing that this three-day rule violation will not be repeated, and all future CDBG-NR funds received will be disbursed within three banking days.

PROCUREMENT

The town followed the procedures as described in **24 CFR 85.36, Procurement**, and the **North Carolina CDBG Program Regulations 4 NCAC 19L, Section .0908, Procurement Standards**, in procuring The Adams Company Inc. for administrative services.

HOUSING REHABILITATION

During the monitoring visit, the C-1 case files of the following homes were reviewed and revealed no issues.

- Ms. Margret Pearson, 401 Roberson Street, Williamston, NC (reconstruction)
- Ms. Marion Cannon, 408 North Martin Luther King Drive, Williamston, NC (reconstruction)
- Ms. Marleen Moore, 102 North Park Avenue, Williamston, NC (reconstruction)

Site visits were conducted by Mr. Conrad Wrencher, Rehabilitation Specialist, to review for compliance with the **North Carolina CDBG Program Regulations, 4 NCAC 19L, Section .1009, Housing Rehabilitation** and the **North Carolina State Building Code, Chapter VII, Residential**. The site visits and case files did not reveal any issues. Income documentation is located at the town office. The town's case files were reviewed and found to contain the required application, income verification, financial assistance, and property information.

COMPLIANCE

The town's equal opportunity activities were reviewed. The town has a total of 127 employees, of which 97 are male, 30 are female, 29 are minority male, and 9 are minority female. No employees are paid using CDBG funds. The town advertises as an Equal Opportunity employer. The town's equal opportunity practices foster the **Civil Rights Act of 1964 (P.L. 88-352)** and **Title II of the Americans with Disabilities Act of 1990 (P.L. 101-36)**. The town's Equal Opportunity requirements are in compliance with the **North Carolina CDBG Program Regulations 4 NCAC 19L, Section .1001, Equal Opportunity and Nondiscrimination**. Overall, the town's equal opportunity procedures appear to be adequate.

FAIR HOUSING

A review of the town's fair housing activity was conducted for compliance with **Title VIII of the Civil Rights Act of 1968** and the **North Carolina CDBG Program Regulation 4 NCAC 19L, Section .1001, Equal Opportunity, and Non-discrimination**. The town has complied with its fair housing plan and implemented the scheduled quarterly activities.

LABOR STANDARDS

The town's labor standards file was reviewed for your commercial rehabilitation improvements. The town executed a contract with Dunlow Mechanical on July 12, 2022. Based on the review, the file documentation consists of contract documentation, wage decision verification, employee interview forms, and payroll documentation. Employee interviews were conducted with Joshua Andrews (HVAC Mechanic), Shannon Barber (Electrician), and Justin Jackson (Laborer General). The files comply with the requirements of **Davis Bacon Act of 40 U.S.C.A. 276 (a), and 24 CFR 570.603**.

The site visit was conducted by Conrad Wrencher, Rehabilitation Specialist, to review compliance with the **North Carolina CDBG Program Regulations, 4 NCAC 19L, Section .1009**.

END OF SUMMARY



August 14, 2024

North Carolina Department of Transportation
113 Airport Drive
Suite 100
Edenton, NC, 27932

Dear Mr. Abel and the North Carolina Department of Transportation:

We are pleased to inform you that, following extensive deliberation, the Town has expressed a preference for Concept 2 of the sidewalk project, which has a total estimated cost of \$350,000. The Town has reviewed and is in agreement with the concept proposal, as well as the associated shared costs.

Sincerely,

A handwritten signature in black ink, reading 'Eric Pearson', is written over a horizontal line.

Eric Pearson
Town Administrator
CC: Mayor and Town Board of Commissioners
File

The Town of Williamston is an equal opportunity provider.



August 5, 2024

North Carolina Office of State Fire Marshal
Attn: Fire and Rescue Commission
1202 Mail Service Center
Raleigh, NC 27699-1202

Mr. Chairman,

I writing this letter to recommend Chief Michael Peaks to become an instructor for the "Chief 101" educational class. Chief Peaks has been a member of the Town of Williamston staff for nearly twenty (20) years, with the last six (6) serving as the Fire-Rescue-EMS Chief.

Chief Peaks is currently certified in many areas within the Fire-Rescue-EMS discipline, including having his Level II Fire Instructor. He consistently impresses me with his knowledge along with his remarkable judgement of the fire service as well as rules, regulations, and best practices, not only for him but also for his organization.

Chief Peaks strives every day for a better fire service in our community and state. He currently serves as the Second Vice President on the Board of Directors for the Eastern Carolina Firefighters Association, Chairman of the Board of Directors for the Eastern Carolina Critical Incident Stress Management Team, appointed Chairman of the North Carolina Hazardous Materials Technical Advisory Board, and so many other leadership roles across our region and state.

While I am sure the Fire and Rescue Commission receives requests for this certification regularly, I feel strongly that Chief Peaks will be an outstanding and very effective instructor for Chief 101 program.

Sincerely,

Eric M. Pearson
Town Administrator

Cc: Chief Peaks
Town Board of Commissioners
File