

ERWIN BOARD OF COMMISSIONERS
REGULAR MINUTES
AUGUST 3, 2017
ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin with Mayor Patsy Carson presiding, held its Regular Meeting in the Town Hall on Thursday, August 3, 2017 at 7:00 P. M. in Erwin, North Carolina.

Board Members present were: Commissioners William Turnage, Frankie Ballard, Alvester McKoy, Ricky Blackmon, and Thurman Whitman.

Board Members absent were: Commissioner Randy Baker.

Town Manager Snow Bowden and Town Clerk Cynthia Patterson were present.

Town Attorney Mac Hunter was present.

Mayor Patsy Carson called the meeting to order at 7:00 P. M.

Commissioner McKoy gave the invocation.

Those present recited the Pledge of Allegiance.

APPROVAL OF AGENDA

Commissioner Turnage made a motion to add to the agenda under New Business (Item 5E) Resolution In Support of endorsing the Harnett County Board of Education request to the Harnett County Board of Commissioners to build a New K-5 Elementary School in Erwin, (Item 5F) Harnett County Computer Support Services Agreement, and add a Closed Session Pursuant to General Statute 143-318.11(a) (6) for the Purpose of Discussing Personnel and was seconded by Commissioner McKoy. **The Board voted 5 for and 1 absent (Baker).**

CONSENT ITEMS

Commissioner McKoy made a motion to approve **(Item A)** Approval of Special Called Minutes of 06/27/17 and **(Item B)** Financial Report Summary for May 2017 and June 2017 and was seconded by Commissioner Turnage. **The Board voted 5 for and 1 absent (Baker).**

*A copy of the May 2017 and June 2017 Financial Report Summary is incorporated into these minutes as **Attachment #1***

RECOGNITION OF CITIZEN OF THE MONTH FOR AUGUST

Mayor Carson presented a plaque to Mr. Roy Lee Harris, August's Citizen of the Month. Mr. Harris is currently employed at Triton High School as the Choral Department Chair his dream job. He has served as a music teacher at the following schools, Erwin Elementary School, Overhills Elementary, Lillington Shawtown Elementary School and Western Harnett Middle School. Mr. Harris was influenced by Minister Dorothy Hammond, Catherine Hagen, Dr. Larry Oldham and Dr. James Warner to make music his pathway;

*A copy of the Proclamation for August Citizen of the Month is incorporated into these minutes as **Attachment #2***

TOWN OF ERWIN
FINANCIAL SUMMARY REPORT
FOR MONTH ENDING MAY 2017



	ANNUAL BUDGET	MAY ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
CURRENT YEAR LEVY OF PROPERTY TAXES	1,142,137.00	20,241.47	1,127,439.12	98.71%
CURRENT YEAR MOTOR VEHICLE TAXES	136,494.00	12,300.95	123,194.66	90.26%
PRIOR YEAR TAXES	10,000.00	61.38	18,819.88	188.20%
UTILITIES FRANCHISE TAXES	197,000.00		145,208.64	73.71%
ENTRY FEES	25,000.00		16,140.00	64.56%
SALES & USE TAX	600,000.00	47,207.80	525,522.13	87.59%
ZONING PERMITS/APPLICATIONS	6,000.00	510.00	5,425.00	90.42%
REFUSE COLLECTIONS FEES	365,000.00	31,457.76	346,055.71	94.81%
STORM WATER COLLECTION	33,000.00	3,204.00	34,371.00	104.15%
ALL OTHER REVENUES	470,004.00	121,011.67	547,796.13	116.55%
	2,984,635.00	235,995.03	2,889,972.27	96.83%
	ANNUAL BUDGET	MAY ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY ADMINISTRATION	46,605.00	2,140.78	22,041.00	47.29%
NON-DEPARTMENTAL PLANNING & INSPECTIONS	254,299.00	19,145.58	217,897.33	85.69%
POWELL BILL-STREETS	302,278.00	12,863.86	257,747.01	85.27%
POLICE	103,911.00	6,978.76	82,860.32	79.74%
CONTRACT SERVICES-FIRE	137,000.00	1,000.00	12,523.32	9.14%
PUBLIC WORKS-ADMIN.	760,063.00	52,719.80	638,727.66	84.04%
PUBLIC WORKS-STREETS	202,682.00	11,812.91	199,735.92	98.55%
PUBLIC WORKS-SANITATION	98,972.00	6,967.74	84,983.62	85.87%
PUBLIC WORKS-STORM WATER	362,821.00	24,987.91	272,232.97	75.03%
RECREATION LIBRARY	295,131.00	21,266.18	241,257.69	81.75%
COMMUNITY CENTER	17,840.00	193.42	11,057.47	61.98%
	344,733.00	28,099.82	307,907.94	89.32%
	51,500.00	4,571.70	44,852.41	87.09%
	6,800.00	314.09	4,394.59	64.63%
	2,984,635.00	193,062.55	2,398,219.25	80.35%
Y-T-D GENERAL FUND BALANCE INCREASE (DECREASE)		42,932.48	491,753.02	

BALANCES AS OF MAY 31, 2017	
CASH MANAGEMENT	456,803.14
BB&T CASH IN BANK	383,359.48
FIRST FEDERAL BUSINESS MONEY MKT.	132,331.57
FIRST FEDERAL MONEY MARKET	848,543.45
Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS	1,821,037.64
BB&T STATE FORFEITURE	1,518.69
BB&T FEDERAL FORFEITURE	0.00
FIRST FEDERAL PORTER PARK PROJECT	0.00
FIRST FEDERAL CAP. RESERVE/COMMUNITY ENHANCEMENT	63,601.42
FIRST FEDERAL CAP. RESERVE/GENERAL	3,001,648.45
FIRST FEDERAL DOWNTOWN PARKING LOT PROJECT	0.00
BB&T HEALTH RESERVE HRA ACCT.	7,179.48
SUNTRUST PRIEBE FIELD ACCT.	6,802.29
RAIL-TRAIL GRANT CHECKING	0
Y-T-D INVESTMENT BALANCE RESTRICTED FUNDS	3,080,750.33
CUMULATIVE BALANCE FOR TOWN OF ERWIN	4,901,787.97

POWELL BILL BALANCE	366,005.14
----------------------------	-------------------



TOWN OF ERWIN
 FINANCIAL SUMMARY REPORT
 YTD COMPARISON OF FY 2017 & FY 2016

REVENUES	YTD	YTD	YTD
	May-16	May-17	DIFFERENCE
CURRENT YEAR LEVY OF PROPERTY TAXES	1,051,601.70	1,127,439.12	(75,837.42)
CURRENT YEAR MOTOR VEHICLE TAXES	113,289.92	123,194.66	(9,904.74)
PRIOR YEAR TAXES	17,198.62	18,819.88	(1,621.26)
UTILITIES FRANCHISE TAXES	139,800.05	145,208.64	(5,408.59)
ENTRY FEES	22,795.00	16,140.00	6,655.00
SALES & USE TAX	457,107.05	525,522.13	(68,415.08)
ZONING PERMITS/APPLICATIONS	5,440.00	5,425.00	15.00
REFUSE COLLECTIONS FEES	333,716.75	346,055.71	(12,338.96)
STORM WATER COLLECTION	24,230.00	34,371.00	(10,141.00)
ALL OTHER REVENUES	584,968.11	547,796.13	37,171.98
	2,750,147.20	2,889,972.27	(139,825.07)
			-5.08%
EXPENSES	YTD	YTD	YTD
	May-16	May-17	DIFFERENCE
GOVERNING BODY	25,009.35	22,041.00	2,968.35
ADMINISTRATION	322,990.14	217,897.33	105,092.81
NON-DEPARTMENTAL	575,079.55	257,747.01	317,332.54
PLANNING & INSPECTIONS	59,687.49	82,860.32	(23,172.83)
POWELL BILL-STREETS	3,936.22	12,523.32	(8,587.10)
POLICE	717,550.32	638,727.66	78,822.66
CONTRACT SERVICES-FIRE	162,487.30	199,735.92	(37,248.62)
PUBLIC WORKS-ADMIN.	86,068.78	84,983.62	1,085.16
PUBLIC WORKS-STREETS	325,876.71	272,232.97	53,643.74
PUBLIC WORKS-SANITATION	285,078.12	241,257.69	43,820.43
PUBLIC WORKS STORM WATER	38,863.99	11,057.47	27,806.52
RECREATION	298,379.96	307,907.94	(9,527.98)
LIBRARY	69,251.62	44,852.41	24,399.21
COMMUNITY CENTER	8,053.21	4,394.59	3,658.62
	2,978,312.76	2,398,219.25	580,093.51
Y-T-D GENERAL FUND BALANCE INCREASE (DECREASE)	(228,165.56)	491,753.02	(719,918.58)

ACCOUNT BALANCES	YTD	YTD
	May-16	May-17
CASH MANAGEMENT	326,792.86	456,803.14
BB&T CASH IN BANK	227,007.26	383,359.48
BB&T PUBLIC FUND MONEY MARKET	126,920.30	
SUNTRUST MONEY MARKET	5,168.30	
FIRST FEDERAL BUSINESS MONEY MKT.		132,331.57
FIRST FEDERAL MONEY MARKET	846,424.74	848,543.45
Y-T-D BALANCE IN GENERAL FUND ACCOUNTS	1,532,313.46	1,821,037.64
BB&T STATE FORFEITURE	1,366.14	1,518.69
BB&T FEDERAL FORFEITURE	1,530.19	0.00
FIRST FEDERAL CAP RESERVE/COMMUNITY ENHANCE	40,471.95	63,601.42
FIRST FEDERAL CAP. RESERVE/GENERAL	2,970,117.65	3,001,648.45
BB&T HEALTH RESERVE HRA ACCT.	7,237.68	7,179.48
SUNTRUST PRIEBE FIELD ACCT.	7,217.60	6,802.29
SUNTRUST TEXTILE MUSEUM	0.00	0.00
RAIL-TRAIL GRANT CHECKING	44,189.91	0.00
Y-T-D BALANCE RESTRICTED FUNDS	3,072,131.12	3,080,750.33
CUMULATIVE BALANCE FOR TOWN OF ERWIN	4,604,444.58	4,901,787.97



TOWN OF ERWIN
 FINANCIAL SUMMARY REPORT
 FOR MONTH ENDING JUNE 2017

	ANNUAL BUDGET	JUNE ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
CURRENT YEAR LEVY OF PROPERTY TAXES	1,139,137.00	9,590.37	1,137,029.49	99.81%
CURRENT YEAR MOTOR VEHICLE TAXES	136,494.00	12,714.52	135,909.18	99.57%
PRIOR YEAR TAXES	10,000.00	207.39	19,027.27	190.27%
UTILITIES FRANCHISE TAXES	192,000.00	50,485.27	195,693.91	101.92%
ENTRY FEES	16,140.00	0.00	16,140.00	100.00%
SALES & USE TAX	590,000.00	55,685.10	581,207.23	98.51%
ZONING PERMITS/APPLICATIONS	5,800.00	460.00	5,885.00	101.47%
REFUSE COLLECTIONS FEES	365,000.00	31,209.04	377,264.75	103.36%
STORM WATER COLLECTION	33,000.00	3,202.50	37,573.50	113.86%
ALL OTHER REVENUES	520,564.00	14,023.24	561,819.37	107.93%
	3,008,135.00	177,577.43	3,067,549.70	101.98%
	ANNUAL BUDGET	JUNE ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	46,605.00	2,008.21	24,049.21	51.60%
ADMINISTRATION	254,299.00	18,864.63	236,761.96	93.10%
NON-DEPARTMENTAL	302,278.00	19,926.83	277,673.84	91.86%
PLANNING & INSPECTIONS	112,411.00	6,204.36	89,064.68	79.23%
POWELL BILL-STREETS	137,000.00	0.00	12,523.32	9.14%
POLICE	760,063.00	59,842.66	698,570.32	91.91%
CONTRACT SERVICES-FIRE	202,682.00	3,534.41	203,270.33	100.29%
PUBLIC WORKS-ADMIN.	98,972.00	6,873.64	91,857.26	92.81%
PUBLIC WORKS-STREETS	362,821.00	29,690.01	301,922.98	83.22%
PUBLIC WORKS-SANITATION	301,131.00	29,119.67	270,377.36	89.79%
PUBLIC WORKS-STORM WATER	17,840.00	2,092.43	13,149.90	73.71%
RECREATION	348,733.00	22,156.01	330,063.95	94.65%
LIBRARY	51,500.00	4,577.91	49,430.32	95.98%
COMMUNITY CENTER	11,800.00	2,602.28	6,996.87	59.30%
	3,008,135.00	207,493.05	2,605,712.30	86.62%
Y-T-D GENERAL FUND BALANCE INCREASE (DECREASE)		(29,915.62)	461,837.40	

BALANCES AS OF JUNE 30, 2017	
CASH MANAGEMENT	552,486.75
BB&T CASH IN BANK	231,950.71
BB&T PUBLIC FUND MONEY MARKET	132,440.38
SUNTRUST MONEY MARKET	0.00
FIRST FEDERAL MONEY MARKET	848,717.83
Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS	1,765,595.67
BB&T STATE FORFEITURE	1,518.69
BB&T FEDERAL FORFEITURE	0.00
FIRST FEDERAL PORTER PARK PROJECT	0.00
FIRST FEDERAL CAP. RESERVE/COMMUNITY ENHANCEMENT	65,554.71
FIRST FEDERAL CAP. RESERVE/GENERAL	3,002,265.29
FIRST FEDERAL DOWNTOWN PARKING LOT PROJECT	0.00
BB&T HEALTH RESERVE HRA ACCT.	6,105.47
SUNTRUST PRIEBE FIELD ACCT.	7,170.92
RAIL-TRAIL GRANT CHECKING	0.00
Y-T-D INVESTMENT BALANCE RESTRICTED FUNDS	3,082,615.08
CUMULATIVE BALANCE FOR TOWN OF ERWIN	4,848,210.75

POWELL BILL BALANCE **365,005.14**



TOWN OF ERWIN
 FINANCIAL SUMMARY REPORT
 YTD COMPARISON OF FY 2017 & FY 2016

REVENUES	YTD Jun-16	YTD Jun-17	YTD DIFFERENCE
CURRENT YEAR LEVY OF PROPERTY TAXES	1,055,742.69	1,137,029.49	(81,286.80)
CURRENT YEAR MOTOR VEHICLE TAXES	124,111.31	135,909.18	(11,797.87)
PRIOR YEAR TAXES	17,272.69	19,027.27	(1,754.58)
UTILITIES FRANCHISE TAXES	192,913.18	195,693.91	(2,780.73)
ENTRY FEES	23,055.00	16,140.00	6,915.00
SALES & USE TAX	504,611.84	581,207.23	(76,595.39)
ZONING PERMITS/APPLICATIONS	5,690.00	5,885.00	(195.00)
REFUSE COLLECTIONS FEES	364,254.72	377,264.75	(13,010.03)
STORM WATER COLLECTION	26,915.25	37,573.50	(10,658.25)
ALL OTHER REVENUES	633,682.09	561,819.37	71,862.72
	2,948,248.77	3,067,549.70	(119,300.93)
			-4.05%
EXPENSES	YTD Jun-16	YTD Jun-17	YTD DIFFERENCE
GOVERNING BODY	26,838.04	24,049.21	2,788.83
ADMINISTRATION	342,162.67	236,761.96	105,400.71
NON-DEPARTMENTAL	650,313.56	277,673.84	372,639.72
PLANNING & INSPECTIONS	59,721.49	89,064.68	(29,343.19)
POWELL BILL-STREETS	141,620.12	12,523.32	129,096.80
POLICE	793,282.30	698,570.32	94,711.98
CONTRACT SERVICES-FIRE	174,742.06	203,270.33	(28,528.27)
PUBLIC WORKS-ADMIN.	93,147.39	91,857.26	1,290.13
PUBLIC WORKS-STREETS	354,621.08	301,922.98	52,698.10
PUBLIC WORKS-SANITATION	335,820.80	270,377.36	65,443.44
PUBLIC WORKS STORM WATER	42,384.00	13,149.90	29,234.10
RECREATION	350,065.12	330,063.95	20,001.17
LIBRARY	73,150.82	49,430.32	23,720.50
COMMUNITY CENTER	8,808.56	6,996.87	1,811.69
	3,446,678.01	2,605,712.30	840,965.71
Y-T-D GENERAL FUND BALANCE INCREASE (DECREASE)	(498,429.24)	461,837.40	(960,266.64)

ACCOUNT BALANCES			
	YTD Jun-16	YTD Jun-17	YTD Jun-17
CASH MANAGEMENT	136,561.46	552,486.75	552,486.75
BB&T CASH IN BANK	170,941.27	231,950.71	231,950.71
BB&T PUBLIC FUND MONEY MARKET	126,921.34		
SUNTRUST MONEY MARKET	5,168.47		
FIRST FEDERAL BUSINESS MONEY MKT.		132,440.38	132,440.38
FIRST FEDERAL MONEY MARKET	846,598.68	848,717.83	848,717.83
Y-T-D BALANCE IN GENERAL FUND ACCOUNTS	1,286,191.22	1,765,595.67	1,765,595.67
BB&T STATE FORFEITURE	1,417.43	1,518.69	1,518.69
BB&T FEDERAL FORFEITURE	1,530.19	0.00	0.00
FIRST FEDERAL CAP. RESERVE/COMMUNITY ENHANCE	40,472.28	65,554.71	65,554.71
FIRST FEDERAL CAP. RESERVE/GENERAL	2,970,728.01	3,002,265.29	3,002,265.29
BB&T HEALTH RESERVE HRA ACCT.	3,869.35	6,105.47	6,105.47
SUNTRUST PRIEBE FIELD ACCT.	1,124.97	7,170.92	7,170.92
SUNTRUST TEXTILE MUSEUM	0.00	0.00	0.00
RAIL-TRAIL GRANT CHECKING	43,659.19	0.00	0.00
Y-T-D BALANCE RESTRICTED FUNDS	3,062,801.42	3,082,615.08	3,082,615.08
CUMULATIVE BALANCE FOR TOWN OF ERWIN	4,348,992.64	4,848,210.75	4,848,210.75



TOWN OF ERWIN

P.O. Box 459 • Erwin, NC 28339
Ph: 910-897-5140 • Fax: 910-897-5543
www.erwin-nc.org

PROCLAMATION RECOGNIZING MR. ROY LEE HARRIS FOR CITIZEN OF THE MONTH

2017-2018—001

Mayor
Patsy M. Carson
Mayor Pro Tem
Randy L. Baker
Commissioners
William R. Turnage
Thurman E. Whitman
Alvester L. McKoy
Ricky W. Blackmon
Frankie Ballard

WHEREAS, the Town of Erwin Mayor and Board of Commissioners, realize that the Town of Erwin's greatest asset is viewed as the citizens that contribute tirelessly and unselfishly of themselves to aide in the well-being of the residents within the community. These citizens display characteristics and qualities in an individual that strive to make a real difference in the lives of children, adults and the elderly without desire for recognition, remuneration or personal gain; and

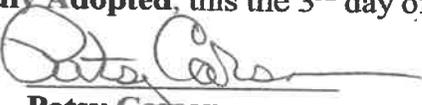
WHEREAS, Mr. Harris is the son of the Ella Pearl Holliday Harris and the late Eugene Harris of Erwin. Mr. Harris graduated from Triton High School where he was very active in the music department and where he received the title of Mr. Triton High School in 1998. He graduated from the University of Mount Olive, a private Liberal Arts University with a Bachelor's Degree in Music with a concentration in Conducting and a Minor in Criminal Justice. While attending Mount Olive Mr. Harris studied conducting under the leadership of Dr. Larry Oldham and voice under Dr. Bryan Watson, Dr. Irene Weldon and Dr. Leslie Dutton. He also studied performance, music education and conducting while also performing in several Operas, Musicals and various ensembles having many lead roles having the opportunity to travel all around the world; and

WHEREAS, Mr. Harris was born and raised at Mount Pisgah he has always been a part of the music ministry at Mount Pisgah. After giving his life to Christ at an early age, Mr. Harris began signing in the Youth Choir with his first song ever leading being "Yes Lord Yes". Mr. Harris is currently employed at Triton High School as the Choral Department Chair his dream job. He has served as a music teacher at the following schools, Erwin Elementary School, Overhills Elementary, Lillington Shawtown Elementary School and Western Harnett Middle School. Mr. Harris was influenced by Minister Dorothy Hammond, Catherine Hagen, Dr. Larry Oldham and Dr. James Warner to make music his pathway; and

WHEREAS, Mr. Harris is an active member of Mount Pisgah Harnett O.F.W.B. Church in Erwin where he has served as the Minister of Music under the leadership of Bishop Reginald Hinton. He is also a member of the North Carolina Chapter of the Gospel Music Workshop of America Choir and the North Carolina Music Educators Association. He serves as the Choir Director of the Cape Fear Southwestern Conference Youth Choir. Mr. Harris really enjoys helping people and letting his light shine so that others may see it. In his spare time he visits the sick and shut-ins to Minister to them in song and to try to put a smile on their faces. Mr. Harris is a caring individual who also cares about the concerns of others. One of his favorite verses in the Bible is Ephesians 4:32 Be kind and compassionate to one another, forgiving each other, just as in Christ God forgave you. That's why I love each one of you and care about each one as I do no matter what you do or treat me; and

NOW THEREFORE BE IT RESOLVED that the Town of Erwin Mayor and Board of Commissioners give recognition and appreciation to Mr. Roy Lee Harris for his valuable contributions to the quality of life in our community and proudly acknowledge Mr. Roy Lee Harris as the August 2017 Citizen of the Month.

Adopted, this the 3rd day of August, 2017.


Patsy Carson
Mayor

ATTEST:

Cynthia Patterson, CMC
Town Clerk

MINUTES CONTINUED FROM AUGUST 3, 2017NEW BUSINESSBODY CAMERAS FOR POLICE DEPT.

Town Manager Snow Bowden informed the board that the Police Dept. has received the body cameras that were approved in a budget amendment of last fiscal year. Chief Johnson has development a policy for the body cameras. Some of the highlights are that the officers must activate the camera every time they are on a call. All data will be downloaded on our server at the end of every shift.

Chief Johnson came forward and addressed the board. Chief Johnson stated that he has looked at several different policies from other agencies and put together this policy that feel fit with our police dept. Within the policy you will find I have placed a directive that the cameras will need to be activated on every call for service. The camera will remain active until the completion of the call. If the officer doesn't activate the camera the officer will notify the shift supervisor of the reasoning the camera was not activated and a note will be made. The shift supervisor will refer to Policy to determine if any dispensary action will be taken. At the completion of their shifts the officers will download the recorded videos on to a server where they will remain. If the recoding is needed the officer will flag the recording and a copy will be maintained for court. Any non-essential recordings will be purged on the 60th day. I have spoken with Harnett County IT and they are currently working on repurposing the old server at Town Hall, which is no longer being used since transferring over to Harnett County, once done the server will be used for the Body Camera video's.

After some discussion from the board, Commissioner Blackmon made a motion to approve the Policy for Body Worn Video and Audio Devices presented from Chief Johnson and was seconded by Commissioner Ballard. **The Board voted 5 for and 1 absent (Baker).**

*A copy of the Police Dept. Policy for Body Worn Video and Audio Devices is incorporated into these minutes as **Attachment #3***

LO JACK SYSTEM

Police Chief Johnson was approached by Lo Jack Systems who recently took over this area. Lo Jack is currently installed on patrol vehicles with the Dunn Police Dept. and Harnett County Sheriff's office. The system is used to rack and recover large stolen items. The Lo Jack computer device is installed on some large equipment such as vehicle, tractors, etc. and can be activated by the consumer which they will pay a monthly fee to Lo Jack for the services.

There is no cost to the Town of Erwin to have the system installed in the patrol vehicle, the system consist of a monitor (4x4 inches), and four antenna's mounted to the top of the patrol vehicle. Lo Jack will install and remove all the equipment and repair the holes in the roof from the antennas with plastic/rubber caps.

Lo Jack is seeking a Letter of Intent. No contract is required and no cost to the Town of Erwin.

4.27 Body Worn Video and Audio Devices

I. PURPOSE

The Intention of this directive is to provide guidance for the use of available recording devices.

II. POLICY

It is the policy of the Erwin Police Department (EPD) that officers activate body-worn cameras when such use is appropriate for the proper performance of their official duties and where consistent with this policy and the law.

This policy does not govern the use of surreptitious recording devices used in undercover operations, or the interception of electronic communications for lawful authorized investigative purposes. This policy will apply when officers are on-duty and or engaged in secondary or extra duty employment, where as they are using Erwin Police Department equipment.

III. ACTIVATION OF BODY-WORN CAMERAS

A. Officers will activate the body-worn camera to record all contacts with citizens in the performance of official duties. Unless otherwise noted in this policy, body-worn cameras will be activated in the following situations, regardless of whether they involve citizen contact:

1. Upon arrival at all dispatched calls;
2. When conducting or supporting a traffic stop;
3. When approaching suspicious persons or vehicles;
4. During transport and processing of prisoners (except proceedings conducted before Harnett County magistrates or other judicial officials);
5. While operating a vehicle with any emergency equipment activated, when same can be done in a safe manner.
6. At any other time at the officer's discretion, if not otherwise prohibited elsewhere in this or any other directive.

B. Once activated, the body-worn camera will remain on and activated until the officer's direct participation in the incident that caused the activation has concluded.

C. At no time is an officer expected to jeopardize his/her safety in order to activate a body-worn camera, however, the body-worn camera should be activated as soon as practical.

D. If an officer fails to activate the body-worn camera, fails to record the entire contact or interrupts the recording, the officer will document and notify their supervisor why a recording was not made, was interrupted, or was terminated.

E. Officers should be aware of certain circumstances where operating the body-worn camera may not be appropriate. In these circumstances officers may decline to activate or may deactivate the body-worn camera, however, the incident must be appropriately documented and reported to the officer's supervisor. Examples of such situations include, *but are not limited to*:

1. In a hospital emergency room or other area(s) where patients are actively receiving treatment;
2. At the request of crime victims;
3. Where footage might reveal the identity of a child victim or witness; and/or
4. When meeting with undercover officers or confidential informants.
5. In any location where individuals have a reasonable expectation of privacy, such as locker rooms and restrooms

6. Activation of the body camera is not required when exchanging information with other officers or during breaks, Lunch breaks.

F. In any event, officers will activate their body-worn cameras if any encounter turns adversarial, unless doing so would jeopardize the officer's or the public's safety.

G. No member of this department may surreptitiously record a conversation of any other member of this department except with a court order or when authorized by the Chief of Police or the Chief's authorized designee for conducting a criminal investigation

IV. GUIDELINES FOR USE OF BODY-WORN CAMERAS

A. Officers assigned body-worn cameras and their supervisors must be trained in their use prior to deployment.

B. Officers will ensure that sound producing non-law enforcement related devices (e.g. music on radios) within police vehicles are turned off when the recording mode of the body-worn camera is activated so as not to hinder audio recording quality.

C. When an officer has an in-car camera and body-worn camera, both systems will be utilized in accordance with this policy.

D. If a person will not talk unless the camera is turned off, officers may decide that obtaining information is more important than recording and deactivate the camera. All such instances must be appropriately documented and reported to the officer's supervisor.

E. Officers may not record judicial proceedings conducted by Harnett County Magistrates or in any Harnett County District or Superior court unless expressly allowed by the presiding judicial official.

F. Officers will not record other department or Town of Erwin employees during non-enforcement related activities unless lawfully authorized by the Chief of Police.

G. Officers are prohibited from using department-issued body-worn cameras for personal use, and are prohibited from making personal copies of recordings.

H. Officers are not permitted to use any non-department issued body-worn cameras unless approved by the Chief of Police.

I. Recordings will not be used for the purpose of embarrassment or ridicule of any person.

J. Body-worn camera equipment and all data, images, video, and metadata captured, recorded, or otherwise produced by the equipment is the sole property of the Town of Erwin.

V. RECORDING OFFICER RESPONSIBILITIES

A. It is each officer's responsibility to ensure that their assigned body-worn camera is charged and in good working order. Prior to going into service, each officer will test the body-worn camera in accordance with manufacturer specifications and department training. Testing includes, but is not limited to:

1. Confirming that the body-worn camera is functioning properly;
2. Verifying the body-worn camera has adequate power; and
3. Ensuring that the body-worn camera is properly placed/affixed for optimal use.

B. At the end of an officer's shift, the body-worn camera will be secured and set for charging in accordance with manufacturer specifications and department training.

C. All officers will download all recordings from their assigned body-worn camera and upload to the central system no later than the end of each shift.

1. Officers will inform their supervisors if exigent circumstances prevent downloading recordings at the end of a shift. Files must be downloaded before the end of the next shift absent extreme circumstances and with a supervisor's written permission.
 2. Each file downloaded will contain information related to the date, the body-worn camera identifier and the assigned officer.
 3. In the event of an officer-involved shooting, in-custody death or other incident involving an officer that results in serious bodily harm or death, a supervisor will immediately take physical custody of the involved officer's body-worn camera and assume responsibility for downloading any recordings.
- D.** Officers will ensure recordings are categorized and tagged at the time they are downloaded. Recordings should be classified according to the type of event or incident captured in the footage, and when applicable, properly labeled for retention as evidence.
- E.** Body-worn cameras will be removed from service any time an officer discovers a malfunction. Any and all technical or mechanical issues with an officer's body-worn camera, including running out of power, must be reported to a supervisor as soon as reasonably possible and documented in writing.
- F.** Officers will note in incident, arrest, or any other relevant paperwork when recordings were made during an incident. For example, any incident that is recorded with a body-worn camera will be documented in the officer's report if a report is created.
- G.** Body-worn camera recordings are not a replacement for written reports. Officers should continue to prepare reports in the same manner as prior to implementation of the body-worn camera system. Officers *will not* substitute "refer to video" for a detailed and thorough report. Recordings should be a representation of what is written in the report, but cannot be used in lieu of portions of the narrative.
- H.** Officers are encouraged to inform their supervisor of any recordings that may be of value for training, commendation purposes or for any other legitimate department or city purpose.
- I.** Deliberate or unauthorized deletion or editing of recorded media shall result in disciplinary actions up to, and including, termination.

VI. SUPERVISOR RESPONSIBILITIES

- A.** Supervisors will ensure that officers utilize assigned body-worn cameras in accordance with all applicable policies and procedures.
- B.** During inspections, supervisors will inspect body-worn cameras to ensure equipment is operating properly and that officers are utilizing body-worn cameras appropriately and in accordance with training and this policy.
- C.** Supervisors will ensure that the Chief of Police is notified of any body-worn camera equipment that is out of service due to malfunctions or other problems, and will follow-up as necessary to ensure the problem is remedied in a timely manner.
- D.** Supervisors may identify any areas in which additional training or guidance is require

VII. DEPARTMENT REVIEW

- A.** Digital recordings may be reviewed by supervisors in an officer's chain of command, the Chief of Police, the Town Attorney, or any other person designated by the Chief of Police as allowed by law.
- B.** Officers may access and review recordings from their assigned body-worn camera when preparing written reports or statements of events to help ensure the accuracy and consistency of accounts, except when the officer's access to recordings has been limited or restricted in accordance with this policy.
- C.** To prevent damage, original recordings will not be viewed on any equipment other than equipment authorized by the Chief of Police or their designee.
- D.** The Chief of Police, or any supervisor may limit or restrict any department employee from viewing recordings; such recordings would include, but are not limited to, recordings related to an officer involved shooting, in-custody death or any instance where an employee is accused or suspected of criminal wrongdoing or violating department policy.

VIII. DISCLOSURE & RELEASE OF RECORDINGS

A. The guidelines for disclosure and release outlined below will be in effective at time the policy is adopted.

B. Recordings made using body-worn cameras pursuant to this policy are department records and will not be edited, altered, erased, duplicated, copied, shared, or otherwise distributed in any manner other than as stated in this policy, without prior authorization from the Chief of Police or designee.

C. The department may disclose recordings to persons outside the agency pursuant to a written request to the Chief of Police that identifies the activity with reasonable particularity sufficient to identify the recording. Such requests may only be considered if made by a person whose image or voice is in the recording or:

1. A personal representative of an adult person whose image or voice is in the recording, if the adult person has consented to the disclosure;
2. A personal representative of a minor or of an adult person under lawful guardianship whose image or voice is in the recording;
3. A personal representative of a deceased person whose image or voice is in the recording; or
4. A personal representative of an adult person who is incapacitated and unable to provide consent to disclosure.

D. Upon receipt of a written request for disclosure of a recording, within five business days, the Chief of Police and the Town of Erwin will either disclose the portion of the recording relevant to the person's request or notify the requester of the department's decision not to disclose the recording. In denying such a request, the following factors may be considered (N.C. Gen. Stat. § 132-1.4A(f)):

1. If the person requesting the disclosure of the recording is a person authorized to receive disclosure;
2. If the recording contains information that is otherwise confidential or exempt from disclosure or release under State or federal law;
3. If the disclosure would reveal information regarding a person that is of a highly sensitive personal nature;
4. If disclosure may harm the reputation or jeopardize the safety of a person;
5. If disclosure would create a serious threat to the fair, impartial, and orderly administration of justice; and/or
6. If confidentiality is necessary to protect either an active or inactive internal or criminal investigation or potential internal or criminal investigation.

E. When disclosing recordings, the department may disclose only those portions of the recording that are relevant to the person's request. Persons to whom such disclosure is made are prohibited from recording or copying the recording.

F. The release of recordings outside of the agency, which are not to a district attorney's office or another law enforcement agency for law enforcement purposes (e.g., to seek public assistance in identifying suspects), requires a court order. Department members must obtain permission from the Chief of Police prior to requesting a court order for release of recordings outside of the agency.

G. All recording media, images, and audio are property of the Erwin Police Department and will not be copied, released, or disseminated in any form or manner outside the parameters of this policy without the expressed written consent of the Chief of Police. Under no circumstances will any member of the EPD

make a personal copy of any recorded event. Officers may request a copy of a recording for use in professional training with the written approval from the Chief of Police. This policy shall act as express permission by the Chief of Police for a copy of any recorded event related to a criminal case to be released to the Harnett County District Attorney's Office or any other District Attorney's Office having jurisdiction in a recorded criminal matter. Recordings made with this equipment are records of criminal investigations and as such will not be subject to release through North Carolina public records law.

H. Recordings will only be released to attorneys upon the presentation of a valid order issued by a Court of competent jurisdiction or upon approval from the District Attorney. Attorneys must submit a written request to hold recordings until a valid court order issued by a court of competent jurisdiction is received. This written request is good for 30 days upon receipt by the police department.

IX. STORAGE AND RETENTION

A. All recordings will be retained for at least the minimum time provided in the North Carolina Municipal Records Retention and Disposition Schedule published by the North Carolina Department of Cultural Resources.

B. All recordings not flagged for retention will be retained for a maximum of sixty (60) days after they are created.

C. Unless stated otherwise in this policy, it is the recording officer's responsibility to ensure that recordings useful for the investigation and prosecution of violations of the law are flagged for retention beyond sixty (60) days.

D. Any recording not already flagged by an officer may be flagged for retention by Chief of Police any supervisor or anyone authorized by the Chief of Police.

E. Requests for deletion of portions of recordings (e.g. in the event of an accidental personal recording) must be submitted in writing and approved by the Chief of Police or their designee.

F. Audio/video recordings entered into evidence shall be retained until the final court disposition. The Evidence Technician is responsible for directing the destruction and disposal of any recording no longer needed as evidence.

X. IN-CAR VIDEO RECORDERS

A. In-car video recorders are powered on automatically or initiated by the officer at the beginning of each shift or tour of duty. Officers shall notify their supervisor of any deficiency as soon as possible. Officers shall not attempt to repair malfunctioning in-car video equipment.

1. Officers shall ensure that the in-car video system is recording whenever the vehicle is being operated in any situation where a video or audio recording may be of evidentiary value. Some examples are:

- a. Emergency vehicle operation (including accidents involving police vehicles)
- b. Pursuits
- c. Traffic stops
- d. Arrest (including any use of force)
- e. Whenever suspects are in the police vehicle (making statements or confessions)

2. An audio recording may be of value even if the officer is out of view of the video camera. Therefore, the remote microphone shall be activated whenever the camera is recording. The officer must use either his/her department issued body-worn camera recorder or the in-car video microphone or the audio recording.

3. The in-car video system is continually recording and captures activity 30 seconds before the emergency lights or remote microphone is activated. If an officer is involved in an accident or other noteworthy

incident not already being recorded, the officer should activate the emergency lights or remote microphone as soon as possible in order to capture the prior 30 seconds.

4. Terminating Recording

a. If turning off the emergency lights or the remote microphone the officer must stop the digital recorder from recording by stopping the recorder at the conclusion of the incident being recorded. Officers shall not turn the recording or camera off before the conclusion of the incident unless nothing useful is being recorded. Some examples are:

- 1) Stable accident scene
- 2) Waiting for a tow truck
- 3) Road closings
- 4) Routine traffic direction assignments or traffic control

a. Officers will be held strictly accountable if events indicate that the in-car video recorder should have been activated or continued recording but the officer manually terminated the recording.

5. Any officer who becomes involved in a noteworthy incident that was recorded or should have been recorded shall bring the incident to their immediate supervisor at the end of the shift.
6. Video recordings shall be spot checked on an internal basis by immediate supervisors or commanders to confirm proper police behavior, tactics, and adherence to Department policy/procedure.
7. In-car video recordings are downloaded to the server where they are stored. Videos will be purged in same manner as the Body Warn camera policy.

MINUTES CONTINUED FROM AUGUST 3, 2017

Chief Johnson suggested doing this for 6 months to see how it goes with no distraction to the officers. If not satisfied, Lo Jack will remove at no charge.

Commissioner Blackmon made a motion to install the Lo Jack System on the police cars and was seconded by Commissioner Turnage. **The Board voted 5 for and 1 absent (Baker).**

DISCUSSION OF WASTE INDUSTRIES RECYCLING ISSUES

Town Manager Snow Bowden informed the board that most of the issues/complaints with Waste Industries have been solved. However, both the Town and Waste Industries are having issues with recycling. Town Hall receives complaints from residents stating that their recycling was not collected. Waste Industries has had issues with a lot of people putting trash (or other non-recyclable materials) inside of their recycle bins.

Currently, we pick up recycling for the whole Town on the first Wednesday of the month. Waste Industries sends three drivers to accomplish this task. Two of the drivers are not as familiar with Erwin because they only drive in Erwin one day a month.

Waste Industries has proposed that we split up Town, and collect a certain percentage of recycling each week. This would not cost the Town any extra money. This proposed plan would solve the complaints/issues for both parties. The main driver from Waste Industries for the Town would be the one running the routes for recycling. The driver is familiar with the Town's roads, and who has back door pick-up. Due to the fact, that there will only be one driver collecting recycling they will be able to notice the people that continue to put trash in their recycling cans. Hopefully, once we can identify the repeat violators we can find a solution for the issue.

Proposed Recycle Collection Day

- If your trash is collected on a Monday, your recycling would be collected the 1st Wednesday of the month
- If your trash is collected on Tuesday, your recycling would be collected the 2nd Wednesday of the month
- If your trash is collected on a Thursday, your recycling would be collected the 3rd Wednesday of the month

Waste Industries will notify the citizens of Erwin of the recycling pickup change.

Commissioner Blackmon made a motion to change the Recycling Collection date presented by the Town Manager and was seconded by Commissioner Turnage. **The Board voted 5 for and 1 absent (Baker).**

MINUTES CONTINUED FROM AUGUST 3, 2017CONSIDERATION OF LEASE RENEWAL—AMERICAN TOWER

Town Manager Snow Bowden informed the board that the most recent offer from American Tower is a 40 year lease extension with a 2% rent escalation, and a \$25,000.00 signing bonus. All the other protections that are in the original contract will remain in place. The current lease that American Tower has ends in 2029. If this offer is accepted it will extend the lease until 2069. The total approximate value is \$2,150,000.00.

After some discussion from the board, Commissioner Blackmon made a motion to Table the Lease Renewal with American Tower until the next regular meeting which will be Thursday, September 7, 2017 at 7pm and was seconded by Commissioner Ballard. **The Board voted 5 for and 1 absent (Baker).**

DEPOT—ROOF

Mr. Bowden informed the board that the roof on the Depot needs to be replaced. The roof has some storm damaged, and the Town filed a claim with Travelers Insurance. The Town received a check from Travelers for \$2,526.35. Once the project is complete we can recover \$2,367.53 from Travelers that can be deposited back into the contingency account. The Town received three quotes for this project.

Aguillon Roofing-\$5,775.00

NKS Contracting, LLC. - \$6,000.00

Owens Roofing- 5,061.90

Due to some discrepancy in each of the estimates, the board suggested our Town Engineer Bill Dreitzler handle this and send this out for rebids.

Commissioner Ballard made a motion to Table the Depot Roof Repair and was seconded by Commissioner McKoy. **The Board voted 5 for and 1 absent (Baker).**

DEPOT—GRANT

Mr. Bowden informed the board that the Town has to submit a proposal form to the NC Department of Commerce by September 15, 2017 in order to receive the \$50,000 grant that was included in the State Budget for the Erwin Depot. The money has to be spent in this year's fiscal budget.

MINUTES CONTINUED FROM AUGUST 3, 2017RESOLUTION IN SUPPORT ENDORSING THE HARNETT COUNTY BOARD OF EDUCATION REQUEST TO THE HARNETT COUNTY BOARD OF COMMISSIONERS TO BUILD A NEW K-5 ELEMENTARY SCHOOL IN ERIWN

Commissioner Turnage made a motion to adopt the Resolution in Support endorsing the Harnett County Board of Education request to the Harnett County Board of Commissioners to build a new K-5 Elementary School in Erwin and was seconded by Commissioner Ballard. **The Board voted 5 for and 1 absent (Baker).**

A copy of the Resolution in Support is incorporated into these minutes as Attachment #4

HARNETT COUNTY COMPUTER SUPPORT SERVICE AGREEMENT

Mr. Bowden informed the board that all the Town's IT support is with Harnett County. Everything is cover in the budget except for Section 3 Compensation and Payment. In the contract its \$4,000 for a 50-hour block of time @\$80/hour. It was budgeted for \$3500 for 43.75-hour block. This is a \$500 difference. Shouldn't cause a concern with the budget going over.

The board asked for clarification in Section 2 Services Provided by County.

Commissioner Blackmon made a motion to approve the Harnett County Computer Support Service Agreement and was seconded by Commissioner Turnage. **The Board voted 5 for and 1 absent (Baker).**

A copy of the Harnett County Computer Support Service Agreement is incorporated into these minutes as Attachment #5

MANAGER'S REPORT

- Received (2) checks from FEMA recently and have been working with the Town Engineer and should have bids to repair of all the sights. Waiting on (1) check for the Parks and Recreation. Our Town Engineer meet with DOT and they will repair on of the sights in the DOT right of way.
- Continue working on the condemn homes.



TOWN OF ERWIN

P.O. Box 459 • Erwin, NC 28339
Ph: 910-897-5140 • Fax: 910-897-5543
www.erwin-nc.org

Mayor
Patsy M. Carson
Mayor Pro Tem
Randy L. Baker
Commissioners
William R. Turnage
Thurman E. Whitman
Alvester L. McKoy
Ricky W. Blackmon
Frankie Ballard

**RESOLUTION OF SUPPORT
ENDORING THE HARNETT COUNTY BOARD OF EDUCATION
REQUEST TO THE HARNETT COUNTY BOARD OF COMMISSIONERS
TO BUILD A NEW K-5 ELEMENTARY SCHOOL IN ERWIN
2017-2018---001**

WHEREAS, the Harnett County Board of Education has requested that the Harnett County Board of Commissioners fund the building of a new kindergarten through fifth grade elementary school in Erwin at the current site of Erwin Elementary.

WHEREAS, Erwin Elementary is one of the oldest schools in Harnett County.

WHEREAS, the current buildings were built in 1925, and is in desperate need of replacement. There have been issues with the roof, and other issues due to the age of the buildings.

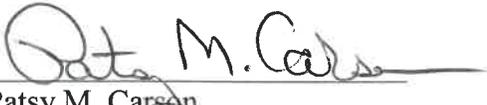
WHEREAS, the proposed new building would be a kindergarten through fifth grade school. It would replace Gentry Primary School as well.

WHEREAS, the new kindergarten through fifth grade school would be a safer and more comfortable setting for the children of Harnett County.

WHEREAS, the Erwin Mayor and Board of Commissioners feels it to be in the best interest of the residents and children in the Town of Erwin to endorse said effort;

NOW THEREFORE, BE IT RESOLVED that the Erwin Mayor and Board of Commissioners from the Town of Erwin endorses the Harnett County Board of Education requesting that the Harnett County Board of Commissioners fund the building of a new elementary school in Erwin.

ADOPTED this 3rd day of August, 2017


Patsy M. Carson,
Mayor

ATTEST:

Cynthia Patterson, CMC
Town Clerk

STATE OF NORTH CAROLINA

COMPUTER SUPPORT SERVICES AGREEMENT

COUNTY OF HARNETT

This Computer Support Services Agreement (the "Agreement") is made and entered into as of the 1st day of July, 2017 by and between the County of Harnett, a body politic, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County") and the Town of Erwin, a municipal corporation, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Town").

WITNESSETH:

WHEREAS, Town desires computer support services for its governmental operations from County;

WHEREAS, County desires to provide to Town computer support services for Town's governmental operations;

WHEREAS, Town and County have reached an agreement for the provision of computer support services to the Town as described herein and the parties desire to set forth the terms and conditions of this agreement in this Contract; and

NOW, THEREFORE, in consideration of the mutual benefits, representations, and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, each with the other, as follows:

1. **Purpose.** The purpose of this Contract is to set forth the understandings and agreements of the parties regarding the computer support services to be performed by County for Town.

2. **Services Provided by County.** The County shall provide to Town, including its various commissions, agencies, and programs the following computer support services:

- A. Hosting, maintenance and support of Town staff 1-99 e-mail accounts @ \$4/mailbox/month;
- B. Provide 10MB Internet Connection @ \$75/month;
- C. Provide use of County's data center for server and 1TB of network storage @ \$400/month and additional servers @ \$100/month;
- D. Provide wireless connectivity to county resources @ \$475/month;
- E. Maintenance, repairs, and upgrades to Town computers;
- F. Installation and upgrades of software requested by Town;
- G. Serve as a liaison with Town's software vendors;
- H. Serve as a liaison with Town's vendor for Internet connection;

- I. Provide consultation for Town's networking needs;
- J. Provide consultation for the Town's firewall protection; and
- K. Provide consultation for any other technology needs of the Town.
- L. Maintenance of Cisco IP Phones, voicemail and phone systems with incoming and outgoing lines @ \$12.50/phone/month

Any expenses incurred for the purchase of hardware and/or software necessary to provide for the maintenance and/or repairs of Town's computers, peripheral devices or networking equipment will be the sole responsibility of Town. The County shall perform computer support services on an as needed basis as requested by Town. All services provided by the County pursuant to this Agreement shall occur during the County's normal business hours of 8:00 a.m. to 5:00 p.m., Monday thru Friday.

3. **Compensation and Payment.** Compensation for the computer support services shall be **\$4,000 for a 50-hour block of time @ \$80/hour** plus reimbursement of directly incurred out-of-pocket expenses including annual firewall support fees. County will also charge for services noted in section 2 above. County shall invoice Town quarterly for computer support services and out-of-pocket expenses and provide a detailed description for all out-of-pocket expenses directly incurred. Any unused hours will be billed no later than June 30, 2018. Any overages will be billed at \$85/hour. Said invoices shall be submitted to:

Snow Bowden, Town Manager
Town of Erwin
PO Box 459
Erwin, NC 28339

Each invoice is due and payable to County within thirty (30) days of the date of the invoice. Town shall pay an additional charge of one and one-half percent (18%) annually per month not to exceed the maximum rate allowed by law for any payment not received by County more than thirty (30) days from the date of invoice.

4. **Term of Agreement, Amendment and Termination.** The term of this Agreement is July 1, 2017 to June 30, 2018. This Agreement may be amended from time to time upon the mutual consent of Town and County expressed in writing. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. Termination shall not relieve Town of any financial obligations incurred prior to termination.

5. **Documents and Reports.** Town shall furnish or cause to be furnished to County all such reports, data, specifications, documents or other information deemed necessary by County for proper performance of County's services. County may rely upon the documentation so provided in performing the services required under this Agreement; provided however, County assumes no responsibility or liability for their accuracy.

6. **Limitation of Liability.** Town shall hold County harmless for any and all claims, liabilities, losses, damages, costs or expenses arising out of or relating to the provision of services provided by County to Town hereunder. Town and County waive special, incidental, indirect or consequential damages, including lost profits, good will, revenues or savings, for claims, disputes, or other matters in question arising out of or relating to this Agreement. This limitation of liability will survive the expiration or termination of this Agreement.

7. **No Third-Party Beneficiary.** Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Party.

8. **Severance Clause.** In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

9. **Notices.** All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO: Town of Erwin
PO Box 459
Erwin, NC 28339
Attn: Town Manager

TO: County of Harnett
102 E. Front Street
County Administration Building, First Floor
Post Office Box 759
Lillington, North Carolina 27546
Attn: County Manager

With Copy to: County Staff Attorney
102 E. Front Street
County Administration Building, Second Floor
Post Office Box 238
Lillington, North Carolina 27546

Either party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to the other party in the manner set forth above.

10. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of North Carolina. The North Carolina State Courts located in Harnett County, North Carolina shall have jurisdiction to hear any dispute under this Agreement and any legal or equitable proceedings by either party must be filed in Harnett County, North Carolina.

11. **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.G. Gen. Stat. §7A-38.1(c), except as specifically provided otherwise herein. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Harnett County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

12. **Entire Agreement.** This Contract represents the entire and integrated agreement between County and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may only be amended by written instrument signed by County and Contractor.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives or officers have executed this Agreement as to the date and year first above written.

TOWN:

TOWN OF Erwin

By: *Snow Bowden*
Printed Name: Snow Bowden
Title: Town Manager

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

By: *Debbie M. Chestnut*
Printed Name: Debbie Chestnut
Title: Finance/HR Dir.

COUNTY:

COUNTY OF HARNETT

By: _____
Joseph Jeffries
County Manager

MINUTES CONTINUED FROM AUGUST 3, 2017PUBLIC COMMENTS

Eunice Hymes of 727 West M. Street addressed the board. Ms. Hymes would like say she was so sorry of the fatalities that happened over the weekend. My heart goes out to those families. Ms. Hymes would like to know were there any signs at the Cape Fear River. Any signs in reference to the danger. Police Chief Johnson stated that the Cape Fear River Park belongs to Harnett County and would talk with them. Also would like to know how many officers are patrolling at night. Is there a problem in hiring additional officers? Very concerned in the area that she lives in. It's not getting any better if all its getting worst. Would like more patrolling in her area.

CLOSED SESSION

Commissioner McKoy made a motion to go into closed session at 8:09 p.m. for the purpose of discussing matters concerning personnel under G.S. 143-318.11 (a) (6) and was seconded by Commissioner Whitman. **The Board voted 5 for and 1 absent (Baker).**

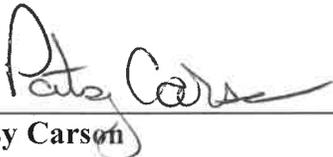
RECONVENED

Commissioner Turnage made a motion to go back into regular session at 8:15pm and was seconded by Commissioner Blackmon. **The Board voted 5 for and 1 absent (Baker).**

ADJOURNMENT

Commissioner Turnage made a motion to adjourn at 8:15 p.m. and was seconded by Commissioner Blackmon. **The Board voted 5 for and 1 absent (Baker).**

MINUTES RECORDED AND TYPED BY
CYNTHIA B PATTERSON TOWN CLERK



Patsy Carson
Mayor



Cynthia B. Patterson, CMC
Town Clerk