

**THE ERWIN BOARD OF COMMISSIONERS
JULY 2024 REGULAR WORKSHOP
MONDAY, JULY 22, 2024 @ 6:00 P.M.
ERWIN MUNICIPAL BUILDING BOARDROOM**

AGENDA

- 1. MEETING CALLED TO ORDER**
 - A. Invocation
 - B. Pledge of Allegiance
- 2. AGENDA ADJUSTMENTS /APPROVAL OF AGENDA**
- 3. OLD BUSINESS**
 - A. Depot (**Page 2**)
 - B. N. 9th Street Drainage Improvement (**Page 4**)
 - C. 301 St. Matthews Road (**Page 6**)
- 4. NEW BUSINESS**
 - A. 601 Lucas Road Demolition (**Page 13**)
 - B. Surplus Town Owned Equipment (**Page 14**)
 - C. Voluntary Annexation- Turlington Johnson (**Page 16**)
 - D. Duplex, Multi-Family- RMV- Special Use (**Page 19**)
 - E. CCIP Variance (**Page 21**)
 - F. Flock Camera Contract (**Page 27**)
 - G. Concert Series (**Page 81**)
- 5. CLOSED SESSION**
 - A. Pursuant to General Statute 143-318.11(a) (6) for the Purpose of Discussing Personnel
 - B. *Pursuant to General Statute 143-318.11(a) (3) for the Purpose of Preserving the Attorney-Client Privilege*
- 6. GOVERNING COMMENTS**
- 7. ADJOURNMENT**

ERWIN BOARD OF COMMISSIONERS
REGULAR WORKSHOP MINUTES
JULY 22, 2024
ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin with Mayor Randy Baker presiding held its Regular Workshop in the Erwin Municipal Building Board Room on Monday, July 22, 2024, at 6:00 P.M. in Erwin, North Carolina.

Board Members present were: Mayor Randy Baker, Mayor Pro Tem Ricky Blackmon, and Commissioners Charles Byrd, Timothy Marbell, Alvester McKoy, William Turnage, and David Nelson.

Town Manager Snow Bowden, Town Clerk Lauren Evans, Town Attorney Tim Morris, Town Engineer Bill Dreitzler, and Town Planner Dylan Eure were present.

Mayor Baker called the meeting to order at 6:00 P.M.

Commissioner McKoy gave the invocation.

Town Clerk Lauren Evans led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

Town Manager Snow Bowden requested to add Closed Session Item B Pursuant to General Statute 143-318.11(a) (3) for the Purpose of Preserving the Attorney-Client Privilege.

Commissioner Blackmon made a motion to approve the agenda as amended and was seconded by Commissioner McKoy. **The Board voted unanimously.**

OLD BUSINESS

Depot

Town Manager Snow Bowden provided the Board with a timeline of finances and actions taken regarding the Depot.

Commissioner Byrd stated it was time to take the Depot down.

Commissioner Nelson echoed Commissioner Byrd's comment.

Town Attorney Tim Morris arrived at 6:06 PM.

Mayor Baker stated that the Depot was not structurally sound. He considered taking the Depot down to the foundation and using the foundation to build a stage.

MINUTES CONTINUED FROM JULY 22, 2024

Commissioner Blackmon inquired whether tearing the building down to the ground violated our deal with the Mill providing money to the Town to restore the Depot to use as a Historical Museum. He stated if it did not violate the agreement, his opinion was to take it down to the ground and move on.

The consensus of the Board was to place this item under consent at the Regularly Scheduled Board Meeting in August. The Board directed Town Manager Snow Bowden to put out bids to demolish the entire building, including the foundation.

N. 9th Street Drainage Improvement

Town Engineer Bill Dreitzler informed the Board that he reviewed the video of the piping system at North 9th Street. His professional opinion was that the size of the pipe was the problem, not the condition of the pipe. The biggest issue was that we could not take the draining issue on North 9th Street and move it to another area. They will have to ensure there is adequate capacity far enough downstream to make sure the drainage makes it to the Black River. He stated we were currently waiting on the State to approve the letter of intent to funds. He recommended tying in a more detailed look into the scope of work for this project.

301 St. Matthews Road

Mayor Baker asked the Board if there were any questions regarding the two bids in front of the Board.

Commissioner Blackmon stated that the bid needed to include a Permit for the State Health Hazard Control Unit.

The consensus of the Board was to place this item under consent awarding the bid to Martin Edwards & Associates at the Regularly Scheduled Board Meeting in August.

NEW BUSINESS

601 Lucas Road Demolition

Town Manager Snow Bowden informed the Board that we will have a public hearing to discuss adopting an ordinance to demolish the structure at 601 Lucas Road at our regularly scheduled Board Meeting in August.

The consensus of the Board was to move forward with the Public Hearing at the Regularly Scheduled Board Meeting in August.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 22nd, 2024

Subject: Depot

At our last workshop meeting we presented the structural engineer report and cost estimates for the Depot. I have included a timeline of the history of the Depot. I have also included information about all of the expenditures that I can find involving the Depot.



TOWN OF ERWIN

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

Mayor
Randy L. Baker
Mayor Pro Tem
Ricky W. Blackmon
Commissioners
Alvester L. McKoy
Timothy D. Marbell
Charles L. Byrd
David L. Nelson
William R. Turnage

Depot Timeline

- First mention of the Depot is in January 2012
- August 2012- first discussion of taking ownership of the Depot
- November 2013- Bill of Sale/Transfer of ownership of depot approved
- Feb 2013- Friends of the Depot have raised over 14K according to the meeting minutes
- Bricks donated for the foundation from Coats Elementary (Henry Elmore set up)
- November 2013 transfer of ownership for the Depot is approved
- February 2014- Hager Smith was selected to complete a feasibility study with funds from the Erwin Historical Society of \$5,500 (according to the minutes the funds were donated to the Town of Erwin, and the Town of Erwin paid Hager Smith)
- September 2014- Resolution supporting a partnership with the Erwin Historical Society to renovate the Depot
- June 2014- Initial cost estimates presented for Depot project- \$655,777 to complete the project
- Jul 2015- Board authorized \$21,270 to be paid from the remaining textile museum funds and existing community enhancement funds to complete phase 1 of the project by Hager Smith
 - Authorize James Brewington to move the Depot once phase one of the project is complete to the site of the Depot at \$15,000
- Jan 2016- foundation is ready to have depot placed on it
 - American Earthworks in-kind donation \$5,800 to \$9,800 (site work at the previous site of the depot (replacing damaged soils)
 - Cost estimate to move due to having to move cable and power lines
 - Board authorized the Depot be moved for a price not to exceed \$15,678
- 2017- \$50,000 grant from the State of NC
 - Paid \$75,500 for design drawings of building (CSI)
- March 5th, 2020 presentation from CSI potential costs of depot project \$865,609
- Structural Engineer Assessment (2024)- \$5,142.12

Total Funds Spent

- FY 2023-2024- \$5,145.12 (structural engineer)
- FY 2019-2020- \$38,235.97 (plans for building)
- FY 2018-2019- \$34,106.43 (plans for building)
- FY 2017-2018- \$2,197.24 (study update)
- FY 2015-2016- \$85,205 (move depot to its current site)



TOWN OF ERWIN

Post Office Box 459

Erwin, NC 28339

(910) 897-5140

M-E-M-O-R-A-N-D-U-M

DATE: April 12, 2024
TO: Snow Bowden, Town Manager
FROM: Bill Dreitzler, P.E., Town Engineer
RE: N 9th Street Drainage Improvements (100 Block)

Snow,

I have completed my field assessments and a detailed review of the video inspection for the N 9th Street Drainage Improvements. Specifically, the drainage system along the 100 Block of N 9th Street and the pipe system from a yard inlet at 101 N 9th Street that runs through and behind existing parcels to a drainage system in E I Street. The video inspection showed 1 joint separation, minor root intrusions, several holes with visible soil and a few longitudinal cracks. Although the pipe system is substandard, there was no evidence that the condition of the pipes contribute to flooding concerns. Based on the inspection report, the pipe size is 24-inch diameter and likely undersized for the drainage basin upstream of the system.

I would recommend establishing a capital project that would upsize the pipe system to adequately carry a 25-year storm event. Furthermore, if grades allow, moving the system to the streets in lieu of yards. If the new system must continue to run behind the impacted parcels establish permanent drainage easements of adequate width based on the pipe size and depth. Pre-design opinion of cost is:

- Survey: \$5,000
- Engineering: \$30,000
- Permitting: \$2,500
- Construction: \$100,000
- Contingency: \$27,500

PROJECT BUDGET: \$165,000

I would further recommend that the engineering phase of the capital project be included within the scope of services for the forthcoming Stormwater Study that is funded through a \$500,000 appropriation from S.L. 2023-134.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Dreitzler". The signature is fluid and cursive, with a large, stylized initial "B" and "D".

Bill Dreitzler, P.E.
Town Engineer

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 22nd, 2024

Subject: 301 St. Matthews Road

At our August Town Board meeting, we will be presenting the bids that the Town of Erwin received to demolish the condemned structure at 301 St. Matthews Road. The Town received two bids and they are listed below:

- Stand Sure Custom Homes- \$6,500
- Martin Edwards & Associates- \$2,500



TOWN OF ERWIN

Post Office Box 459
Erwin, NC 28339
(910) 897-5648

PLANNING/INSPECTIONS DEPARTMENT

Bid Opening Date/Time: July 18th, 2024 @ 2:00 PM
Bid Opening Location: Town of Erwin
Town Hall Conference Room
Property Address: 301 St. Matthews Road (HC Tax PIN # 1507-32-9623.000)

You may hand deliver your bid to: Town of Erwin
Attn: Chris P. Jones, Code Enforcement Officer
100 West F Street, PO Box 459
Erwin, NC 28339

or you may mail your bid to: Town of Erwin
Attn: Chris P. Jones, Code Enforcement Officer
100 West F Street, PO Box 459
Erwin, NC 28339

Bids not received by the time and date listed above will be rejected.

Certain clearance activities are to take place upon the lot described above. These include those services which are marked with an X.

- Clearance of Buildings, Debris and Lot
- Clearance of Lot Only
- Clearance of All Buildings
- Clearance of Only the Following Building: Single-family structure with condemnation notice placed on structure
- Clearance of Entire Lot
- Clearance of the Following Portion of Lot:
- Additional Specific Directions: Contractor will be responsible for seeding disturbed areas.

DEFINITIONS:

Building Clearance - The complete removal of all building materials from the lot including foundation, slabs, blocks and bricks

Lot Clearance - The removal of all underbrush, trash, junk, trees less than 6" in diameter down to the bare ground in the immediate area of the structure unless otherwise specified above.

RESPONSIBILITIES OF CONTRACTOR INCLUDE:

- Coordinate with utility companies for the disconnection of all utilities and power and phone lines.
- (X) Obtain any permits required from the Town Zoning Administrator, the County Building Inspection Office and the County Health Department.
- (X) The lawful disposal, at an approved disposal site, of all building materials, trash and brush removed from lot. Provide the Code Administrator with copies of all disposal trip tickets. Burning or burying of any debris is not permitted.

RESPONSIBILITIES OF CONTRACTOR INCLUDE: (continued)

- (X) Grading and smoothing disturbed areas (to accommodate a push mower), sowing grass and covering sown areas with sufficient straw to completely cover ground.

NOTE: Prior to commencing this project, the awarded contractor will be required to provide a current Certificate of Insurance submitted to the Town of Erwin, Planning Department attention Chris P. Jones.

A. Threshold Requirements

- a. Evidence of Insurance is required to be maintained in full effect at no additional cost to the Town of Erwin for the duration of this contract the following minimum amounts of insurance:
 - i. Commercial General Liability with limits not less than \$500,000;
 - ii. Worker's Compensation as specified by State Law;
 - iii. Employer's Liability with limits not less than \$1,000,000 each occurrence;
 - iv. Automobile
 - 1. Property Damage Liability with limits not less than \$1,000,000 per occurrence.
 - 2. Bodily Injury \$500,000 each person
 - v. Prior to commencement of work, Contractor shall furnish to the Town a copy of the Certificate of Insurance from its insurance carrier verifying these coverage amounts and that shows the Town of Erwin as an additional Insured on the Certificate of Insurance.
 - vi. The contractor will hold and save the Town of Erwin, its officers, agents and employees harmless from any liability of any kind while performing under this contract.
- b. Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the Town of Erwin. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.

Please fill out this bid form and **return all pages** by the Bid Date shown at the top of page 1.

Chris P. Jones
Code Administrator
910-591-4204
cpjones@erwin-nc.org

PLEASE PRINT THE FOLLOWING INFORMATION:

Bidder Information: Company Name Stand Sure Custom Homes
 Address 31 Whitetail Path
Erwin NC 28339
 Phone 919-890-6870

1. I will perform the above described services for a gross bid fee of \$ 6,500.00.
2. In addition, I am willing to deduct the sum of \$ 0 for salvageable building/other materials taken from the site and in lieu of a cash payment. These materials will be used to offset the above gross demolition bid price as indicated below.

Item 1 (Gross Bid fee) \$ 6,500.00

Subtract Item 2 (Salvage Materials) \$ 0

My net bid is \$ 6,500.00

Six thousand Five hundred dollars Dollars
 (My Net Bid in words)

Chad Anderson
 Printed Name of Company Representative

Chad Anderson
 Signature of Company Representative



TOWN OF ERWIN
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Bids not received by the time and date listed above will be rejected.

Certain clearance activities are to take place upon the lot described above. These include those services which are marked with an X.

Clearance of Buildings, Debris and Lot

Clearance of Lot Only

Clearance of All Buildings

X Clearance of Only the Following Building: Single-family structure with condemnation notice placed on structure

Clearance of Entire Lot

Clearance of the Following Portion of Lot:

X Additional Specific Directions: Contractor will be responsible for seeding disturbed areas.

DEFINITIONS:

Building Clearance - The complete removal of all building materials from the lot including foundation, slabs, blocks and bricks

Lot Clearance - The removal of all underbrush, trash, junk, trees less than 6" in diameter down to the bare ground in the immediate area of the structure unless otherwise specified above.

RESPONSIBILITIES OF CONTRACTOR INCLUDE:

- Coordinate with utility companies for the disconnection of all utilities and power and phone lines.
- (X) Obtain any permits required from the Town Zoning Administrator, the County Building Inspection Office and the County Health Department.
- (X) The lawful disposal, at an approved disposal site, of all building materials, trash and brush removed from lot. Provide the Code Administrator with copies of all disposal trip tickets. Burning or burying of any debris is not permitted.

RESPONSIBILITIES OF CONTRACTOR INCLUDE: (continued)

- (X) Grading and smoothing disturbed areas (to accommodate a push mower), sowing grass and covering sown areas with sufficient straw to completely cover ground.

NOTE: Prior to commencing this project, the awarded contractor will be required to provide a current Certificate of Insurance submitted to the Town of Erwin, Planning Department attention Chris P. Jones.

A. Threshold Requirements

- a. Evidence of Insurance is required to be maintained in full effect at no additional cost to the Town of Erwin for the duration of this contract the following minimum amounts of insurance:
 - i. Commercial General Liability with limits not less than \$500,000;
 - ii. Worker's Compensation as specified by State Law;
 - iii. Employer's Liability with limits not less than \$1,000,000 each occurrence;
 - iv. Automobile
 - 1. Property Damage Liability with limits not less than \$1,000,000 per occurrence.
 - 2. Bodily Injury \$500,000 each person
 - v. Prior to commencement of work, Contractor shall furnish to the Town a copy of the Certificate of Insurance from its insurance carrier verifying these coverage amounts and that shows the Town of Erwin as an additional Insured on the Certificate of Insurance.
 - vi. The contractor will hold and save the Town of Erwin, its officers, agents and employees harmless from any liability of any kind while performing under this contract.
- b. Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the Town of Erwin. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.

Please fill out this bid form and **return all pages** by the Bid Date shown at the top of page 1.

Chris P. Jones
Code Administrator
910-591-4204
cpjones@erwin-nc.org

PLEASE PRINT THE FOLLOWING INFORMATION:

Bidder Information: Company Name Martin Edwards + Associates Inc.

Address PO Box 35

Erwin, NC 28339

Phone 910-591-7420

1. I will perform the above described services for a gross bid fee of \$ 2500.00.
2. In addition, I am willing to deduct the sum of \$ 0 for salvageable building/other materials taken from the site and in lieu of a cash payment. These materials will be used to offset the above gross demolition bid price as indicated below.

Item 1 (Gross Bid fee) \$ 2500.00

Subtract Item 2 (Salvage Materials) \$ 0.00

My net bid is \$ 2500.00

two thousand five hundred Dollars Dollars

(My Net Bid in words)

Ashley Dunn

Printed Name of Company Representative

Ashley Dunn

Signature of Company Representative

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 22nd, 2024

Subject: 601 Lucas Road

At our August Town Board Meeting, we will have a public hearing to discuss adopting an ordinance to demolish the structure at 601 Lucas Road. The Town has gone through the entire minimum housing process with this home, and there have been no improvements made whatsoever.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 22nd, 2024

Subject: Surplus Town Owned Equipment

There were funds approved in the FY 24-25 budget to purchase new pistols for the Erwin Police Department. In the past, when the Town has purchased new pistols for the Police Department we have sold/traded in the older equipment. The guns will be purchased by a company with the proper Federal Firearm License. The company is the same company that currently has the state contract to sell firearms to municipal police departments in the State of North Carolina.

MINUTES CONTINUED FROM JULY 22, 2024**Surplus Town Owed Equipment**

Town Manager Snow Bowden informed the Board that in the FY 24-25 Budget there were funds approved to purchase new handguns for the Erwin Police Department. In the past, the Police Department has surplused the old equipment which was standard practice.

The consensus of the Board was to place this item under consent at the Regularly Scheduled Board Meeting in August.

Voluntary Annexation- Turlington Johnson

Town Manager Snow Bowden informed the Board that at our last Regularly Scheduled Board Meeting in June, Staff presented a voluntary annexation request for four parcels that are outside of our ETJ. The Deputy Clerk investigated the request and if the Board wishes to move forward, a Resolution to Fix the Date of the Public Hearing must be approved.

The consensus of the Board was to place the Resolution under Consent at our Regularly Scheduled Meeting in August.

Duplex Multi-Family RMV Special Use

Town Planner Dylan Eure stated that the Board had previously seen this request. The request was to add multi-family dwellings to the special uses of RMV that would mimic the special uses in DMV. Approving this request would be in line with our new Land Use plan. He had spoken with multiple residents who were interested in applying for this special use.

The consensus of the Board was to move forward with the Public Hearing at the Regularly Scheduled Board Meeting in August.

CCIP Variance

Town Planner Dylan Eure stated that this was a simple subdivision variance request for Central Carolina Industrial Park, the mill site. They are requesting to cut off the area with the storage units from the rest of the site.

The consensus of the Board was to move forward with the Public Hearing at the Regularly Scheduled Board Meeting in August.

Flock Camera System

Town Manager Snow Bowden stated this was a standard contract. Funds were approved in the current fiscal year budget for seven flock cameras. The Erwin Police Department has been working on locations to place the cameras around Town.



TOWN OF ERWIN

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William R. Turnage

Surplus Equipment List Police Department July 22 2024

All Used Generation 4 Glock model 22 .40 caliber handgun with 3 magazines, sights, box, and grips.

1. Serial #: STT453
2. Serial #: YCC951
3. Serial #: BHFB809
4. Serial # BCKV915
5. Serial # BFFS235
6. Serial #: BFAZ517
7. Serial #: STT451
8. Serial #: PFT896
9. Serial #: STT455

Smith and Wesson SD9VE Handgun (Court Order released to PD for use or sale) with one magazine

1. Serial #: FWP4283

Winchester Model 1300 Defender 12 Ga. Shotgun.

1. Serial #: L2866473
2. Serial #: L2401788
3. Serial #: L2407260
4. Serial #: L2788126

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 22nd, 2024

Subject: Voluntary Annexation- Turlington Johnson

At our regular June Town Board meeting Town Staff presented a voluntary annexation request for four parcels that are non-contiguous. The four parcels are a part of a potential development that includes eight other parcels. The eight other parcels are in our outside our town limits as well but they are within our Extraterritorial Jurisdiction (ETJ). The potential developers would like to have all 12 parcels under the same zoning jurisdiction. The eight parcels that are in our ETJ are located in our Rural District (RD). If we moved forward with the annexation process for the four requested parcels they would be zoned RD. The developers mentioned that once they started the development process they would like to move forward with having the eight other tracts of land in our ETJ annexed to our Town Limits. But that is not a guarantee and we cannot mandate that they request to be voluntary annexed. If they wish to receive town services for the eight parcels in our ETJ they would need to request to have them annexed.

The four parcels are non-contiguous so the process is a little different compared to the process with parcels of land that are contiguous. Deputy Town Clerk Katelan Blount has investigated this request and the Town could move forward with this request if we wish to do so. If the decision is to move forward with the request we will need to schedule a public hearing for our September Town Board meeting which is on September 5th at 7PM. Town Staff can prepare a resolution setting the date and have it under the consent agenda at our August 1st Town Board meeting.

CERTIFICATE OF SUFFICIENCY

To the honorable Mayor and Board of Commissioners of the Town of Erwin, North Carolina:

I, Katelan Blount, Deputy Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation in the form of metes and bounds.
- b. The area described in the petition is non-contiguous to the Town of Erwin's primary corporate limits, as defined by G.S. 160A-58.1
- c. The petition is signed by and includes the address(es) of all owners of real property lying in the area described therein.
- d. Other findings

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Erwin, this the 1st Day of August, 2024.

(SEAL)

Katelan Blount
Deputy Town Clerk

**NOTICE OF PUBLIC HEARING ON
REQUEST FOR ANNEXATION**

The public will take notice that the Mayor and Board of Commissioners of the Town of Erwin has called a public hearing at 7:00 PM on Thursday, September 5, 2024 at the Erwin Municipal Building Town Hall located at 100 West F Street, Erwin North Carolina 28339, on the question of annexing the following described territory, requested by petition filed pursuant to G.S. 160A-58.1:

(All of lots 2,3,4, and 5, according to Map Number 2006-292, recorded in the Harnett County Registry, entitled "Division Map Prepared For: H&S Land, LLC", Grove Township, Harnett County, North Carolina, as surveyed by Jordan-Tew & Associates, P.A, dated December 13, 2005, and revised January 18, 2006, incorporated herein by reference, and made a part of this instrument, to which plat reference is hereby made for a full and complete description.)

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 22nd, 2024

Subject: Duplex, Multi-Family- RMV- Special Use

At our August Town Board meeting there is a public hearing scheduled for a subdivision variance for the site of the Central Carolina Industrial Park (the mill). The Town approved a hardship subdivision variance for the site last year that allowed the site to be subdivided into two separate parcels. They are asking for another variance that would allow another portion of the site to be subdivided into a separate parcel. Our Town Planner Dylan Eure has reached out the UNC School of Government and he was told that the applicants can request this type of variance even though one has already been granted for the site.

Erwin Planning Board

REQUEST FOR CONSIDERATION

To: Erwin's Board of Commissioners
From: Dylan Eure, Town Planner
Date: August 1, 2024
Subject: Duplex, Multi-family – RMV- Special Use

Town Staff has prepared a proposed text amendment to Chapter 36 entitled Zoning under Article VI-A entitled Residential Mill Village within Section 36-155. Said section is the special uses and structures for the RMV zoning district. Per the 2023 Erwin Land Use Plan under Goal 1 LUH 3 and LUH 4 state that it is desirable to allow for greater densities and other forms of non-single-family residences in medium-density zoning districts. The Land Use Plan also states specifically that they are to be placed within the RMV and DMV zoning districts. Town of Erwin staff has also received several different inquiries over the last few months about homes that were constructed to be multi-family or two-family style homes to be used as such. Due to the nature of these homes being tailored to be two-family and multi-family dwellings, these home are challenging to flip and restore, unless the owner wants to convert the home into a single-family residence, which they were never designed to be. In order for these homes to be renovated and prevent further blight it is the recommendation from Town Staff to allow for two-family and multi-family dwellings to be a special use within the Residential Mill Village.

Current definition of a two-family dwelling:

A dwelling arranged or designed for occupancy by two families, with separate housekeeping, cooking facilities for each, and a shared wall.

Current definition of a multi-family dwelling:

A dwelling arranged or designed for occupancy by three or more families, with separate housekeeping and cooking facilities for each.

Proposed special uses to be added to RMV:

- Two-family dwelling
- Multi-family dwelling

Current Dimensional Requirements to be added to RMV:

- Minimum Lot Area: 7,000 sqft
- Minimum Lot Width: 65ft

Proposed Dimensional Requirements to be added to RMV:

- Two-family/Multi-Family: 9,000 square feet per development and an additional 2,000 square feet per unit.
- Minimum Lot Width for Two-family/Multi-Family: 75 feet.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 22nd, 2024

Subject: CCIP Variance

At our August Town Board meeting, there is a public hearing scheduled for a subdivision variance for the site of the Central Carolina Industrial Park (the mill). The Town approved a hardship subdivision variance for the site last year that allowed the site to be subdivided into two separate parcels. They are asking for another variance that would allow another portion of the site to be subdivided into a separate parcel. Our Town Planner Dylan Eure has reached out to the UNC School of Government and he was told that the applicants can request this type of variance even though one has already been granted for the site.

**Central Carolina Industrial Park/200 North 13 LLC
320 Roebling St. #125 Brooklyn NY 11211**

6/25/2024

Dear Members of the Town of Erwin Planning Department,

We are writing to formally request a variance to complete the subdivision of our property at 100-200 North 13 St.

The specific variances we are seeking are as follows:

1. The side setback of Lot 2B, towards Chief Joseph Lane: A variance of 5 feet and 9 inches for the side setback.
2. The side setback of Lot 2A, towards W J Street: A variance of 25 feet for the side setback.
3. The Rear Setback of Lot 2B, towards the former drainage reservoir: A variance of 13 feet and 8 inches for the rear setback.

These variances are requested to enable us to subdivide the property, which will benefit its redevelopment.

We appreciate your consideration of this request and are available to provide any further information or clarification as needed.

Sincerely,

Levi Gross, Office Manager

levi@ccipnc.com

910-250-5025



Variance Application (February 2011)

| | | | |
|-----------------------------------------------------------|-----------------------|----------------------------------|-----------------------|
| Name of Applicant | Levi Gross | Property Owner | 200 North 13 LLC |
| Mailing Address | 320 Roebling St. #125 | Mailing Address | 320 Roebling St. #125 |
| City, State, Zip | Brooklyn NY 11211 | City, State, Zip | Brooklyn NY 11211 |
| Telephone | 910-250-5025 | Telephone | 910-250-5025 |
| Email | levi@ccipnc.com | Email | levi@ccipnc.com |
| Address of Subject Property | | 100 North 13 St. Erwin, NC 28339 | |
| Parcel Identification Number(s) (PIN) of Subject Property | | 0597-54-8405.000 | |

Variance Description: On a separately attached document, please state the particular zoning regulation for which the variance is being requested. Also state the requested variance (For instance, in the case of a setback variance request: If the required side yard setback is 12' and the applicant can only meet a 10' setback; then the applicant will be requesting a 2' variance from the 12' setback requirement.). Please attach a site plan with all appropriate dimensional notations needed to demonstrate the variance request if applicable.

Findings of Fact: The following are the findings of fact associated with a variance request. Applicant is to note that all of the following findings must be found in the affirmative in order for the requested variance to be granted. The applicant is requested to review each of these findings and answer the same to the best ability of the applicant. Responses to each of these findings may be attached to this application on a separate document.

- a. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography that are not applicable to other lands or structures in the same district.
- b. Granting the variance the requested will not confer upon the applicant any special privileges denied to other residents of the district in which the property is located.
- c. A literal interpretation of the provisions of this ordinance will deprive the applicant of rights commonly enjoyed by other residence of the district in which the property is located.
- d. The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare.
- e. The special circumstances are not the result of the actions of the applicant.
- f. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.

Owner/Applicant Must Read and Sign

The undersigned property owner, or duly authorized agent/representative thereof certifies that this application and the forgoing answers, statements, and other information herewith submitted are in all respects true and correct to the best of their knowledge and belief. The undersigning party understands that any incorrect information submitted may result in the revocation of this application. The undersigning party authorizes the Town of Erwin to review this request and conduct a site inspection to ensure compliance to this application as approved.

Levi Gross

Print Name

Levi Gross

Signature of Owner or Representative

06/24/24

Date



Variance Application Information

**Part 9
Chapter 4
Article 10**

Board of Adjustments

§ 9-4101.2 Powers and duties.

The Board of Adjustment shall have the following powers and duties:

To authorize upon appeal in specific cases variance from the terms of this ordinance as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance will result in undue hardship, so that the spirit of this ordinance shall be observed and substantial justice done.

A charge shall be made to the appellant according to town policy in order to cover administrative and advertising costs (Subsection (d)).

A public hearing shall be held at which all of the following conditions must be found to exist:

- a. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography that are not applicable to other lands or structures in the same district.
- b. Granting the variance the requested will not confer upon the applicant any special privileges denied to other residents of the district in which the property is located.
- c. A literal interpretation of the provisions of this ordinance will deprive the applicant of rights commonly enjoyed by other residence of the district in which the property is located.
- d. The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare.
- e. The special circumstances are not the result of the actions of the applicant.
- f. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.

In considering all proposed variances from this ordinance the Board shall, before making any finding in a specified case, first determine that the proposed variance will not constitute any change in the zone shown on the zoning map and will not impair an adequate supply of light and

air to adjacent property, or materially increase the public danger of fire and safety, or materially diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, morals, and general welfare.

No permitted use of land in other districts shall be considered grounds for the issuance of a variance. Under no circumstances shall the Board of Adjustment grant a variance to allow a use not permissible under the terms of this ordinance in the district involved, or any expressly or by implication prohibited by the terms of this ordinance in said district.

In granting a variance the Board may attach thereto such conditions regarding the location, character, and other features of the proposed building, structure, or use as it may deem advisable in furtherance of the purposes of this ordinance. Violation of such conditions and safeguards when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance.

- NOTES:**
- THE FIRM HAS NEITHER REVIEWED, NOR RELIED UPON A TITLE COMMENT OR ANY TITLE REPORT IN AND WHILE PREPARING THIS SURVEY AND THE CLIENT SHOULD NOT RELY UPON THIS SURVEY AS A GUARANTEE OF ACCURACY. THE CLIENT SHOULD BE AWARE THAT THERE ARE EXCEPTIONS THAT MAY, COULD OR ENCOMPASS THE PROPERTY. THE CLIENT MUST ENGAGE A TITLE AGENT/TITLE INSURANCE COMPANY FOR REVIEW AND CONFIRMATION OF, AND INSURANCE RECORDING IN THE PUBLIC RECORDS.
 - AREAS COMPUTED BY COORDINATE METHOD.
 - PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
 - ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 - US GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PER THE NCUTS NETWORK.
 - BASIS OF BEARING SHOWN HEREON IS PER PLAT BOOK 2023 PAGE 401, HARNETT COUNTY REGISTER OF DEEDS.
 - THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE ZONE X1 AND IS SHOWN ON THE FLOOD HAZARD MAP OF HARNETT COUNTY, NORTH CAROLINA, EFFECTIVE DATE OCTOBER 3, 2006.
 - THE TOWN OF ERWIN GRANTED VARIANCE WAS 2023-001 FOR THIS PARCEL FOR THE TOP SIDE OF THIS SUBDIVISION.

AS THE OWNER OF RECORD, I HEREBY FORMALLY CONSENT TO THE RECORDING OF THIS MAP AND TO THE APPLICATION OF ALL REGULATIONS AND REQUIREMENTS OF THE TOWN OF ERWIN ORDINANCES.

DATE _____ OWNER'S SIGNATURE _____

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SURVEY PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION ORDINANCE OF TOWN OF ERWIN, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF HARNETT COUNTY.

SUBDIVISION ADMINISTRATOR _____ DATE _____

NOTARY STATEMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED BEFORE ME THIS DAY, EACH ACKNOWLEDGING TO ME THAT THE OR SHE STATED THEREIN AND IN THE CAPACITY INDICATED, _____

DATE: _____, 2024

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

HARNETT COUNTY, NORTH CAROLINA

FILED FOR REGISTRATION ON THE _____ DAY OF _____ AT _____ (AM / PM)

AND DAILY RECORDED IN MAP BOOK _____ AT PAGE _____

REGISTER OF DEEDS OF HARNETT COUNTY

STATE OF NORTH CAROLINA

COUNTY OF HARNETT

REVIEW OFFICER OF HARNETT COUNTY

CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

SITE AREA TABLE:

| | |
|------------|---------------------------|
| NEW LOT 2A | 825,972 SF OR 18,961 AC |
| NEW LOT 2B | 456,507 SF OR 10,407 AC |
| TOTAL AREA | 1,282,533 SF OR 29,442 AC |



LOCATION MAP
NOT TO SCALE

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | N88°29'21"E | 14.29' |
| L2 | N89°24'11"E | 226.41' |
| L3 | N00°33'38"W | 3.55' |
| L4 | N89°13'08"E | 152.66' |
| L5 | S00°50'40"E | 75.82' |
| L6 | N89°45'08"E | 505.91' |

REFERENCES:

DB 4181, PG 2151
 DB 1542, PG 844
 DB 3624, PG 861
 DB 3431, PG 416
 DB 2922, PG 616
 DB 2822, PG 616
 DB 3441, PG 712
 DB 2418, PG 876
 PB 6, PG 89
 PB 9, PG 89
 PB 2023, PG 401

SURVEYOR CERTIFICATION

I, THOMAS E. TEARO, P.L.S. HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, FROM DEED AND MAP REFERENCES AS NOTED ON SAID MAP. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DRAWN FROM INFORMATION FROM DEED AND MAP REFERENCES AS NOTED ON SAID MAP.

THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY OF THE SURVEY AS CALCULATED FROM THE SURVEY DATA IS _____.

THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF A SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL, THIS 20TH DAY OF JUNE A.D., 2024.

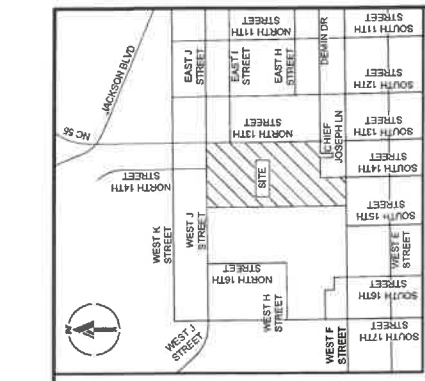
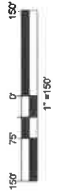
PRELIMINARY - NOT FOR RECORDATION, SALES OR CONVEYANCES

 SURVEYOR



LEGEND

- LINE SURVEYED
- LINE NOT SURVEYED
- PK NAIL FOUND
- IRON PIPE SET
- IRON PIPE FOUND
- PK
- IFP
- IFP



SUBDIVISION PLAT
 FOR
200 NORTH 13 LLC
 PIN: 0597-54-8405
 DB 4181, PG 2151
 TOWN OF ERWIN, DUKE TOWNSHIP,
 HARNETT COUNTY, NORTH CAROLINA

BOHLER

FILE NO. NS160033
 DATE 06/20/2024
 FIELD DATE 05/17/2023

CREATED BY RJ
 DRAWN PW
 CHECKED JTT
 REVIEWED JTT
 APPROVED JTT
 SCALE 1" = 150'
 DWG. NO. 1 OF 1

NCBELS: P-1132
 418 PARLUKE AVENUE, SUITE 150
 190 PAULINA, NORTH CAROLINA 27558
 252.828.2828

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 22nd, 2024

Subject: Flock Camera System

Attached for your review is the contract for the Flock Camera system. There were funds included in the budget for seven Flock cameras. This is a pretty standard contract. This camera system will be extremely beneficial to the Erwin Police Department and other local law enforcement agencies.

MINUTES CONTINUED FROM JULY 22, 2024

Mayor Baker asked Town Attorney Tim Morris' opinion on the contract.

Town Attorney Tim Morris stated he reviewed the contract and nothing stood out to him.

The consensus of the Board was to place this item under Consent on the agenda for our Regularly Scheduled Meeting in August.

Concert Series

Town Manager Snow Bowden informed the Board that Commissioner Nelson had worked hard raising funds to sponsor a concert for the Town of Erwin. Commissioner Byrd asked to have this item on the agenda to discuss the Board sponsoring a concert series this year or next year.

Commissioner Byrd stated that he would like to see the Town sponsor a concert series next year. He felt it was important for the community. He also would like to see the Town go back to having a 4th of July Celebration.

Commissioner Blackmon asked if we would organize the concert or give the money to the chamber to organize.

Town Manager Snow Bowden stated we could give the funds to the chamber and allocate it for the concert series. The Chamber was more experienced in getting the porta johns and renting the stage.

The Board asked Commissioner Nelson if he had all the funding he needed for the concert in September.

Commissioner Nelson confirmed that the funding is secured for September.

Mayor Baker informed the Board that the Town secured a sponsor for the Gospel Sing for Denim Days and this same sponsor will also be funding the kids inflatables so that they are free to the public.

The Board instructed Town Manager Snow Bowden to bring a Budget Amendment of \$10,000 back to the Board for approval to cover the cost of a concert in the Spring.

CLOSED SESSION

Commissioner McKoy made a motion to go into Closed Session Pursuant to General Statute 143-318.11(a) (6) for the Purpose of Discussing Personnel and Pursuant to General Statute 143-318.11(a) (3) for the Purpose of Preserving the Attorney-Client Privilege at 6:42 PM and was seconded by Commissioner Blackmon. **The Board voted unanimously.**

Flock Safety + NC - Erwin PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Taylor Ellison
taylor.ellison@flocksafety.com
7049426362

flock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

| 2000+ | 120 | 1B+ | <60%* |
|----------------------------------------------|--------------------------|-------------------------------|--------------------------------------------|
| communities with private-public partnerships | incident alerts / minute | 1B+ vehicles detected / month | <60% local crime reduction in Flock cities |

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

| Out-of-Box Software Features | |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Simplified Search | <p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> ● Vehicle make ● Body type ● Color ● License plates <ul style="list-style-type: none"> ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks |
| National and Local Sharing | <p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i></p> |
| Real-time Alerts | <p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p> |
| Interactive ESRI Map | <p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p> |
| Vehicle Location Analysis | <p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p> |

| Out-of-Box Software Features (Continued) | |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Transparency Portal | Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology. |
| Insights Dashboard | Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact. |
| Native MDT Application | Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol. |
| Hot List Attachments | Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information. |
| Single Sign On (SSO) | Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process. |

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

| Flock Safety Falcon® LPR Camera | Flock Safety Falcon® Flex | Flock Safety Falcon® LR |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <ul style="list-style-type: none"> √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance | <p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <ul style="list-style-type: none"> √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case | <p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <ul style="list-style-type: none"> √ 1 Long-Range LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance |

| Your Flock Safety Team | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.</p> | |
| Implementation | Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated. |
| User Training + Support | Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise. |
| Maintenance | <p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p> |
| Public Relations | <p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p> |

flock safety

EXHIBIT A ORDER FORM

Customer: NC - Erwin PD
 Legal Entity Name: NC - Erwin PD
 Accounts Payable Email: jjohnson@erwin-nc.org
 Address: 100 West F St Erwin, North Carolina 28339

Initial Term: 24 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|----------------------------------|----------|----------|--------------------|
| Flock Safety Platform | | | \$21,000.00 |
| Flock Safety Flock OS | | | |
| FlockOS™ - Essentials | Included | 1 | Included |
| Flock Safety LPR Products | | | |
| Flock Safety Falcon® | Included | 6 | Included |
| Solar Falcon® LR | Included | 1 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|-----------------------------------------------------|----------|----------|------------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - Standard Implementation Fee | \$650.00 | 6 | \$3,900.00 |
| Professional Services - Solar Implementation Fee | \$750.00 | 1 | \$750.00 |

Subtotal Year 1: \$25,650.00
Annual Recurring Subtotal: \$21,000.00
Discounts: \$4,000.00
Estimated Tax: \$3,265.51
Contract Total: \$46,650.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

| Billing Schedule | Amount (USD) |
|--------------------------------------|---------------------|
| Year 1 | |
| At Contract Signing | \$25,650.00 |
| Annual Recurring after Year 1 | \$21,000.00 |
| Contract Total | \$46,650.00 |

*Tax not included

Discounts

| Discounts Applied | Amount (USD) |
|------------------------------------|---------------------|
| Flock Safety Platform | \$4,000.00 |
| Flock Safety Add-ons | \$0.00 |
| Flock Safety Professional Services | \$0.00 |

Product and Services Description

| Flock Safety Platform Items | Product Description | Terms |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| FlockOS™ | Flock Safety's situational awareness operating system. | |
| Flock Safety Falcon ® | An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes. | The Term shall commence upon first installation and validation of Flock Hardware. |

| One-Time Fees | Service Description |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Installation on existing infrastructure | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Professional Services - Advanced Implementation Fee | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |

FlockOS Features & Description

| FlockOS Features | Description |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Community Network Access | The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases. |
| Unlimited Users | Unlimited users for FlockOS |
| State Network (License Plate Lookup Only) | Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state. |
| Nationwide Network (License Plate Lookup Only) | With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations. |
| Law Enforcement Network Access | The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction. |
| Time & Location Based Search | Search full, partial, and temporary plates by time at particular device locations |
| License Plate Lookup | Look up specific license plate location history captured on Flock devices |
| Vehicle Fingerprint Search | Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks. |
| Insights & Analytics | Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports. |
| ESRI Based Map Interface | Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture. |
| Real-Time NCIC Alerts on Flock ALPR Cameras | Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases. |
| Unlimited Custom Hot Lists | Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera |

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: NC - Erwin PD

By: _____

Mark Smith

Name: _____

Title: _____

Date: _____

By: _____

Snow Bowden

Name: _____

Title: Town Manager

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”). This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“*Service Suspension*”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Customer Implementation Guide
Law Enforcement



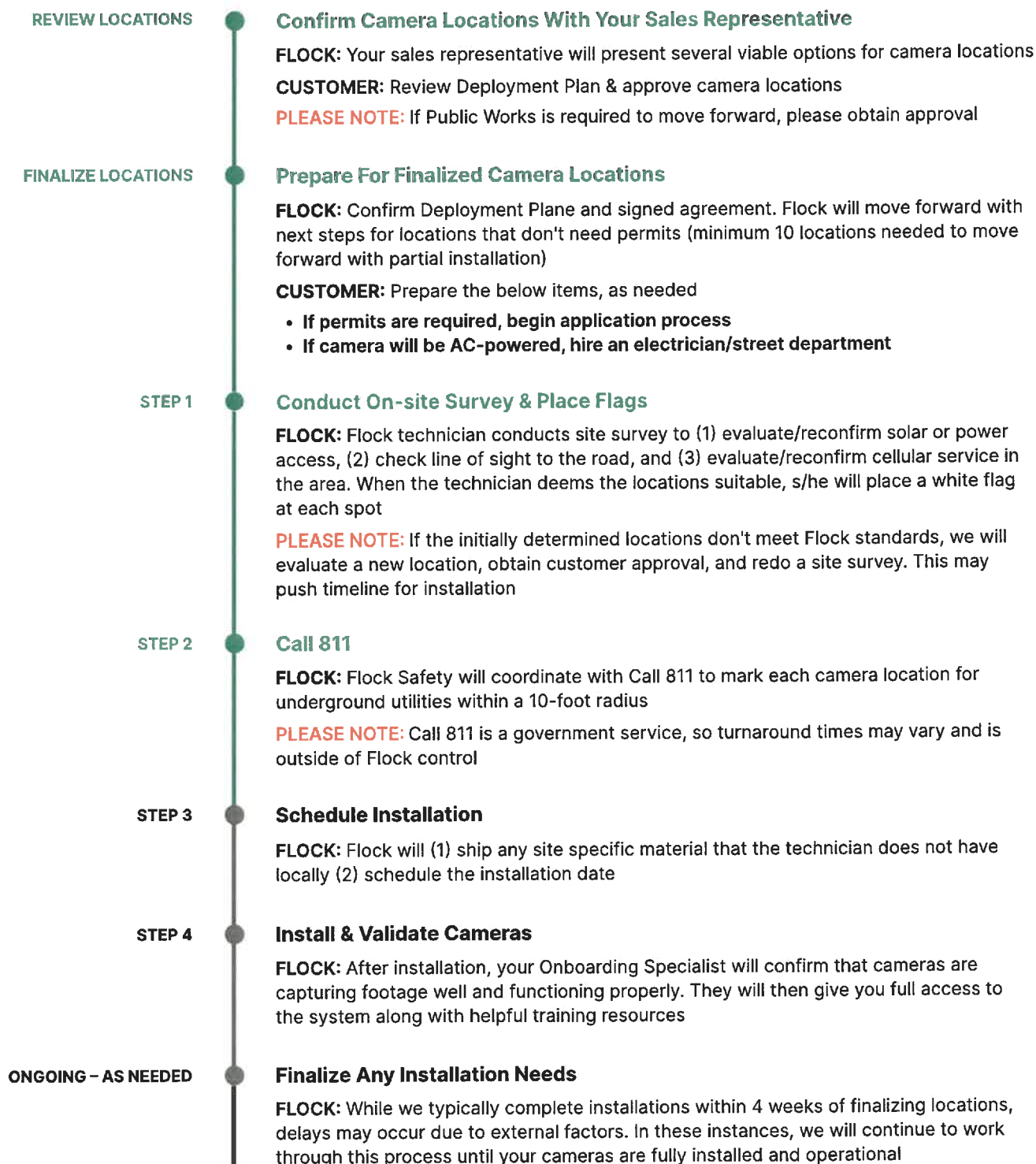
flock safety

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Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6–8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Flock Safety Team

| Implementation Team | How They Will Support You |
|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p>Project Manager</p> | <p>Your Project Manager is your primary contact during camera installation.</p> <p>Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p> |
|  <p>Field Operations Team</p> | <ul style="list-style-type: none">• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.• *Note*: For all installation questions or concerns, please always direct them to your Customer Success Manager and not the technician. |

| Relationship Team | How They Will Support You |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p>Customer Success Manager</p> | <p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none">• Set up Account Training• Understand benefits of features• Learning best practices for getting relevant data• Identifying opportunities to expand the security network in your area• Provide feedback on your partnership with Flock |
|  <p>Flock Safety Support</p> | <p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com or call 866-901-1781 Mon-Fri 8am-8pm EST.</p> <p>Support can help you:</p> <ul style="list-style-type: none">• Request camera maintenance• Troubleshoot online platform• Contract / Billing questions• Update account information• Camera Sharing questions• Quick "How to" questions in your Flock Account |

| Outside Party | When They May Be Involved |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Electrician/Street Department | If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity |
| Public Works (LE) | To weigh in on the use of public Rights of Way or property |
| Department of Transportation (DOT), City, or County agencies | If installation in your area requires permitting |

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

| | Existing Infrastructure Install | Standard Install | Advanced Install |
|-----------------|---------------------------------|------------------|------------------|
| Pole | None | Flock | NCHRP 350 / MASH |
| Timeline | Short | Medium | Longest |
| Cost | Lowest | Mid | Highest |

Existing Infrastructure Implementation

COST: \$150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' using an A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade [Flock breakaway pole](#)
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: \$650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with standard, 12' above grade Flock breakaway pole

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: \$1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting Locations

Falcon Cameras



- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.*
 - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

How to Get Started with a Powered Install



1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



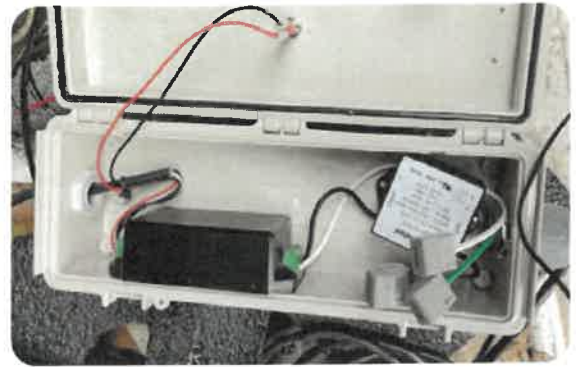
6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

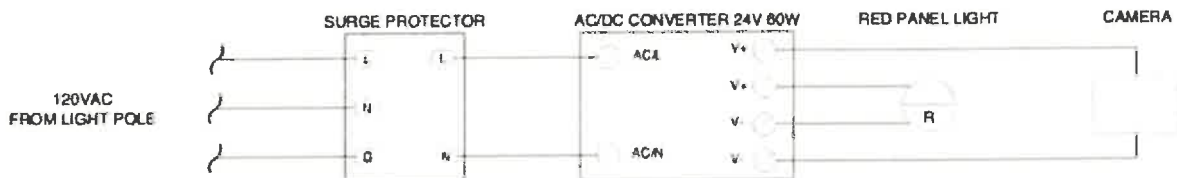
Electrician Handout

Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766
West-Region - (804) 607-9213
Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

What voltage is supported?

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

Can you plug it into my existing power outlet? The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

| What Is Covered By Flock | What Is NOT Covered By Flock | Special Note |
|--------------------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|
| Flock Cameras & Online Platform | Traffic Control And Any Associated Costs | |
| Mounting Poles | *DOT Approved Pole Cost Electrician & Ongoing Electrical Costs | |
| AC Power Kit (As Needed) | Engineering Drawings | |
| Solar Panels (As Needed) | Relocation Fees | <i>Excluding Changes During Initial Installation</i> |
| Site Surveys And Call 811 Scheduling | Contractor Licensing Fees | |
| Installation Labor Costs | Permit Application Processing Fees | |
| Customer Support / Training | Specialist Mounting Equipment | <i>Including, But Not Limited To, **MASH Poles Or Adapters</i> |
| Cellular Data Coverage | Bucket Trucks | |
| Maintenance Fees (Review Fees Sheet For More Details) | Loss, Theft, Damage To Flock Equipment | |
| Data Storage For 30 Days | Camera Downtime Due To Power Outage | <i>Only Applicable For AC-Powered Cameras</i> |
| | ***Field Technician Maintenance For Falcon™ Flex | |

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline.**
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE NOTE: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
 - Existing infrastructure (non-AC powered)..... **\$350**
 - Flock pole (non-AC powered)..... **\$750**
 - Advanced pole (non-AC powered)..... **\$5000**
- Replacements
 - Camera only as a result of vandalism, theft, or damage **\$800**
 - Pole replacement only as a result of vandalism, theft, or damage
 - Flock pole **\$500**
 - Advanced pole **\$5000**
 - Full replacement as a result of vandalism, theft, or damage
 - ■ Flock pole, camera, and solar (non-AC Powered)..... **\$1300**
 - Advanced pole, camera, and solar (non-AC Powered)..... **\$5800**

- Trip charge **\$350**
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

[How do I reset my / another user's password?](#)

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any “How-To” questions you may have.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 22nd, 2024

Subject: Concert Series

Commissioner Nelson has been raising funds to sponsor a concert for the Town of Erwin this fall. At the moment, he is planning on working with the Erwin Area Chamber of Commerce to hold this concert. Commissioner Nelson helped plan a concert that was held last fall that had a pretty good turnout. We heard a lot of positive feedback about the concert last year. These types of events are great for the community. I wanted to take a few minutes to discuss potentially sponsoring the upcoming concert and/or future concerts that we could host for the community.

MINUTES CONTINUED FROM JULY 22, 2024

RECONVENED

Commissioner McKoy made a motion to go back to regular session at 7:54 PM and was seconded by Commissioner Byrd. **The Board voted unanimously.**

GOVERNING COMMENTS

Mayor Baker congratulated Town Clerk Lauren Evans on her new addition. He reminded the Board of the Family Fun Day for Town Employees on Friday, July 26th from 12-2 PM.

ADJOURNMENT

Commissioner Byrd made a motion to adjourn at 7:56 P.M. and was seconded by Commissioner McKoy. **The Board voted unanimously.**

**MINUTES RECORDED AND TYPED BY
LAUREN EVANS TOWN CLERK**

ATTEST:



Randy Baker

Mayor



Lauren Evans NCCMC

Town Clerk