



PROCLAMATION

WHEREAS, it is the privilege and duty of the American people to commemorate the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Jim Kinneman, by virtue of the authority vested in me as Mayor of the Town of Oak Ridge, North Carolina, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Town of Oak Ridge to be affixed this 5th day of September, 2024.

Jim Kinneman
Mayor

ATTEST:

Sandra B. Smith, CMC, NCCMC
Asst. Town Manager/Town Clerk

TOWN OF OAK RIDGE – REVISED 2024 MEETING SCHEDULE



	Town Council 7:00 p.m.	Board of Adjustment 7:00 p.m.	Historic Preservation Commission 7:00 p.m.	Parks & Recreation Advisory Board 6:30 p.m.	Planning & Zoning Board 7:00 p.m.
January	4 th	11 th	17 th	18 th	25 th
February	1 st	8 th	21 st	15 th	22 nd
March	7 th	14 th	20 th	21 st	28 th
April	4 th	11 th	17 th	18 th	25 th
May	2 nd	9 th	15 th	16 th	23 rd
June	6 th	13 th	19 th	20 th	27 th
July	11 th	11 th	17 th	18 th	25 th
August	1 st	8 th	21 st	15 th	22 nd
September	5 th	12 th	18 th	19 th	26 th
October	3 rd	10 th	16 th	17 th	24 th
November	7 th	14 th	20 th	21 st	21 st
December	5 th	12 th	18 th	19 th	19 th

Capital Improvement Program

Wednesday, February 14, 2024, 11 a.m.-1 p.m.

OTHER COMMITTEES MEETING SCHEDULES:

Tree Committee

Meets on the first Thursday of each month at 10:00 a.m.

Special Events

Meets on the second Thursday of each month at 7:00 p.m.

Conservation Easement

Meets on the third Wednesday of each month at 1:00 p.m.

Mountains-to-Sea-Trail

Meets on the fourth Tuesday of each month at 6:00 p.m.

Water Advisory

Meets on the second Wednesday of each month at 1:30 p.m.

MEMORANDUM

TO: Town Council

FROM: Bill Bruce

DATE: August 30, 2024

RE: Freese and Nichols Annual Stormwater Engineering Contract

Freese and Nichols has served as the Town's contracted stormwater engineer since 2018, providing responsive and timely plan review, inspection, and enforcement services. Since 2018 our annual contract has been capped at \$15,000/year.

Over the last six years, the demand for stormwater services has steadily increased. Freese and Nichols completes our annual Jordan Lake Rules compliance report, inspects and directs remediation of stormwater devices (retention ponds, sand filters, bioretention areas, and other devices); reviews stormwater plans for new residential and commercial development, and inspects construction; and assists the Town in responding to citizen inquiries and violations involving stormwater conveyance.

Given the pace of new development and heightened state oversight of stormwater programs, staff is requesting that Town Council approve our annual contract renewal with Freese and Nichols with an annual cap of **\$23,000**.

Requested Action: Approve the attached annual contract renewal with Freese and Nichols.



MASTER PROFESSIONAL SERVICES AGREEMENT

STATE OF North Carolina §

COUNTY OF GUILFORD §

This Agreement is entered into by the Town of Oak Ridge, North Carolina (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with various projects. Two types of on-call charges and work efforts are included as part of this master agreement as follows:
 - a. **On-Call Hourly Assistance** – stormwater and engineering assistance and services initiated by the Client in writing that will be charged at an hourly rate. This type of on-call effort will be utilized where a scope of work is not defined or the Client requires short duration assistance.
 - b. **On-Call Task Authorization Assistance** – stormwater and engineering assistance and services with a defined scope of work outlined in separate Task Authorizations. A detailed description of the various project scopes and fees will be outlined in Task Authorizations as services are requested by Client. FNI will not begin services until a Task Authorization is agreed upon between FNI and Client. A Task Authorization example is included as Attachment A.
- II. **SCOPE OF SERVICES:** For On-Call Hourly Assistance the written documentation provided by Client authorizing FNI for that activity will include the requested scope of services. For On-Call Task Authorization Assistance services, details concerning the Scope of Services and Responsibilities of the Client will be included in the Task Authorization authorized under this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. For On-Call Hourly Assistance, Town agrees to pay FNI for professional services rendered under this Agreement with the rates identified in Attachment CO. For On-Call Task Authorization Assistance, FNI shall perform professional services as outlined within each Task Authorization issued under this Agreement. Fees for services will be negotiated for each Task Authorization. Initial On-Call Hourly Assistance task will be capped at \$23,000.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of North Carolina. Venue of any legal proceeding involving this Agreement shall be in Guilford County, North Carolina.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is August 23, 2024.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

TOWN OF OAK RIDGE, NORTH CAROLINA

FREESE AND NICHOLS, INC.

By: _____

By: Bryan M. Dick

Name: _____

Name: Bryan M Dick

Title: _____

Title: Principal / Vice President

Date: _____

Date: 8/22/24

Attest: _____

Attest: Jawell

ATTACHMENT A – TASK AUTHORIZATION EXAMPLE



TOWN OF OAK RIDGE
8315 LINVILLE ROAD
OAK RIDGE, NC 27310

MASTER PROFESSIONAL SERVICES AGREEMENT
TASK AUTHORIZATION

FNI Project: OAK18546
Client Contract: (PO/Contract No.)
Date: (Select Date)

Project Name: (Name of the Project)
Description of Services: (Description of Services)
Deliverables: (Deliverables)
Schedule: (Schedule)
Compensation Type: (Select Compensation Type)
Amount Authorized: \$ (Amount)

The services described above shall proceed upon execution of this Task Authorization. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

TOWN OF OAK RIDGE

FREESE AND NICHOLS, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be a not to exceed fee computed on the basis of the Schedule of Charges. If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Hourly Rate</u>
Professional - 1	120
Professional - 2	145
Professional - 3	170
Professional - 4	195
Professional - 5	230
Professional - 6	270
Construction Manager - 1	95
Construction Manager - 2	125
Construction Manager - 3	150
Construction Manager - 4	200
CAD Technician/Designer - 1	115
CAD Technician/Designer - 2	135
CAD Technician/Designer - 3	160
Corporate Project Support - 1	95
Corporate Project Support - 2	110
Corporate Project Support - 3	150
Intern/ Coop	80
Senior Advisor	225

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>		
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)	\$100
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day)	\$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each)	\$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day)	\$200
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (per day)	\$275
	Mounting (per sq. ft.)	\$2.00		Coating Inspection Kit (per day)	\$275
	Binding (per binding)	\$0.25		Flushing / Cfactor (each)	\$500
				Backpack Electrofisher (each)	\$1,000
					<u>Survey Grade</u> <u>Standard</u>
				Drone (per day)	\$200 \$100
				GPS (per day)	\$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates will be adjusted annually in February.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Town refers to the party named as such in the Agreement between the Town and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY TOWN:** Town will assist FNI by placing at FNI’s disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI’s reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Town. FNI shall disclose to Town, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Town to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide Town with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers’ Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate

5. **CHANGES:** Town, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI’s cost or the time required for the performance of any part of the Services, the Agreement will be modified in writing accordingly.
FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Town. However, when such changes differ from prior comments, directions, instructions, or approvals given by Town or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be

included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Town's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to Town and in acceptance of the Services as satisfactory by Town. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Town fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Town, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Town or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of Town upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Town agrees such documents are not intended or represented to be suitable for reuse by Town or others. Any reuse by Town or by those who obtained said documents from Town without written verification or adaptation by FNI, will be at the Town's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Town, and FNI shall indemnify and hold harmless Town from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.
9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 30 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Town, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. If Town designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Town agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the Town is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Town determines that any subcontractor for FNI is incompetent or undesirable, Town shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Town.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

17. **SUCCESSORS AND ASSIGNMENTS:** Town and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Town nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

MEMORANDUM

TO: Town Council

FROM: Bill Bruce

DATE: August 30, 2024

RE: Surplus Property Request

The Town has replaced the bleachers on Field #4 at Town Park, and staff requests that Council declare the old bleachers on Field #4 as surplus so that they disposed of per the requirements of the Town's Surplus Property Ordinance (Code of Ordinances Section 2-4).

Requested Action: Declare the bleachers on Field #4 as surplus property.



Draft Surveillance Information Policy

A. Purpose of policy.

The purpose of this surveillance information policy is to provide Town staff with clear direction as to the gathering, use, sharing, protection, retention, and disposition of electronically gathered surveillance information, and to provide citizens with assurance that such information will only be gathered, used, and retained in accordance with such policy.

B. Definition.

For the purposes of this policy, “surveillance information” is information gathered through any surveillance device, electronically, in digital or analog form and in video or audio forms of any description whatsoever, and which is monitored, recorded, and/or retained by the Town.

C. Purposes for gathering surveillance information.

The sole purposes for the installation of a surveillance gathering system by the Town shall be to help prevent crimes and offenses that are prosecutable in the criminal courts in this State or the United States and infractions as defined in N. C. Gen. Stat. § 14-3.1, by (1) the gathering of criminal intelligence information on behalf of and to assist the Guilford County Sheriff’s Office, or any State or local agency, force, department, or unit responsible for investigating, preventing, or solving such violations of the law, under N. C. Gen. Stat. § 132-1.4, and (2) the gathering of specific security information or detailed plans, patterns, or practices to prevent or respond to criminal, gang, or organized illegal activity under N. C. Gen. Stat. § 132-1.7.

D. Physical placement of surveillance devices.

Placement of surveillance devices shall be:

1. On purpose-built Town structures or by co-location on existing Town structures;
2. At such locations where criminal activity has affected or reasonably may affect the person or property of citizens legally accessing or visiting Town properties, including but not limited to Town Hall, Oak Ridge Town Park, Heritage Farm Park, Oak Ridge trail easements areas, and public rights of way areas adjacent to Town properties;

3. As determined through collaboration between Town staff and relevant professional consultants and/or vendors of surveillance devices; and,
4. In such manner as to limit surveillance to Town properties only, subject only to incidental imaging of non-Town property which cannot practically be avoided in order to make a reasonably adequate surveillance of Town property.

E. Access and Use.

Access to and use of any surveillance information gathered under this policy shall be without exception strictly as follows:

1. It is the intent of this policy to strictly delimit the purposes of surveillance information gathered pursuant thereto and make all such information criminal intelligence information under N. C. Gen. Stat. § 132-1.4 and/or specific security information etc. under N. C. Gen. Stat. § 132-1.7, and as such no such information shall be deemed a public record subject to a public records request under N.C. Gen. Stat. § 132-1 et seq.
2. The Town Clerk or the Town Clerk's designee(s) on Town staff shall be the sole custodian of all surveillance information and all criminal intelligence information gathered pursuant to this policy. No other member of Town staff, Town official, or other person except for a contracted surveillance vendor shall have access thereto, pending modification of this policy by the Town Council; provided, however, that the Town Manager shall have such access as necessary to support the Town Clerk's custodial duties herein established, and the Town Attorney shall have such access as may from time to time be required to provide the Town with legal advice in connection with surveillance information. Any unauthorized access thereto shall subject members of Town staff to disciplinary action including termination. Any unauthorized access by any person shall constitute a trespass to Town property and shall be subject to appropriate civil relief and criminal prosecution.
3. Such criminal intelligence information gathered pursuant to this policy shall be retained by the Town and used solely pursuant to and consistently with the provisions of N.C. Gen. Stat. § 132-1.4 and shall be released only to and only upon request from the Guilford County Sheriff's Office or said other law enforcement agencies within the retention time set forth below.
4. Such criminal intelligence information gathered pursuant to this policy shall otherwise be released only upon order of a court of competent jurisdiction.

F. Retention/Destruction.

Surveillance information including criminal intelligence information shall be retained as follows:

1. The Town Clerk in cooperation with the Town Manager shall have the primary responsibility for maintenance of all surveillance information and criminal intelligence information, either on-site or Cloud-based through a contracted-for third-party security camera system vendor. At all times during the effective period of any such contract for collection and storage of surveillance information by a third-party vendor. The Town Clerk or Town Clerk's designee shall serve as the administrator locally for the system and for purposes of communication with such vendor. Any surveillance vendor contracted by the Town to provide surveillance services and which retains such surveillance information in the Cloud or otherwise off-site shall acknowledge in writing and as part of its contract the security measures it employs to protect all such information from unauthorized release.
2. Any request for surveillance information as herein authorized shall be fulfilled strictly and solely as follows:
 - a. At all times during the effective period of any such contract for collection and storage of surveillance information by a third-party vendor, the Town Clerk as local administrator shall establish direct user access by the Guilford County Sheriff's Office and in accordance with both the current access protocols of the vendor and the internal procedures of the Sheriff's Office. Such direct access by the Sheriff's Office shall be subject to the same security measures, including multifactor authentication, as are applicable to access to the surveillance information by the Town. The Town shall enter into such agreements or memoranda with the Sheriff's Office as may be necessary to assure use solely for law enforcement purposes and to protect such surveillance information from disclosure to any other party.
 - b. Any other dissemination of surveillance information to other law enforcement agencies pursuant to this policy shall be administered by the Town Clerk and physically transferred from the third-party vendor storage to the requesting law enforcement agency on a password-protected portable device such as a thumb drive, placed physically by the Town Clerk or the Town Clerk's designee into the possession of personnel of the requesting agency. The Town Clerk shall maintain a complete and accurate record showing the identity, date, and time of such release and such recipient together with a brief and general description of the released information's subject matter.

- c. In the event any such contract for collection and storage of surveillance information by a third-party vendor terminates, and/or during any period in which such surveillance information is not stored in the Cloud or otherwise off-site, the Town Clerk shall follow strictly the protocol set forth in subsection 2.(b) above for all requests for surveillance information as otherwise authorized by this policy.
3. All surveillance information gathered in accordance with this policy shall be retained by the Town or its contracted-for surveillance vendor for thirty (30) days from the date and time of recording.
4. In accordance with the Town's retention policy and Local Government Agencies General Records Retention and Disposition Schedule, Item #45, all surveillance information gathered in accordance with this policy shall be permanently destroyed no sooner than the expiration of the aforesaid period of thirty (30) days from, and no later than thirty-one (31) days from, said date and time of recording.

MEMORANDUM

TO: Town Council

FROM: Bill Bruce

DATE: August 30, 2024

RE: Board of Adjustment/ Planning and Zoning Board Merger

The Oak Ridge Board of Adjustment has had very few reasons to convene over the last several years. Requests for variances or zoning appeals are infrequent, which generally indicates our ordinances and enforcement are working the way they should. For this reason it has proven difficult to attract and retain volunteers interested in serving.

Over the last few months staff has been researching best practices in smaller communities in trying to chart a path forward for the BOA. A common practice around the state is to assign BOA responsibilities to the Planning and Zoning Board, which seems to work well for most communities. The Planning and Zoning Board is experienced and familiar with the Zoning Ordinance, and while procedurally the two boards operate quite differently, there is already crossover between the two boards and several current members have quasi-judicial experience.

While there are still details to be resolved, this proposal has been shared with the Board of Adjustment and the Chair and Vice-Chair of the Planning and Zoning Board, who have expressed no concerns. The Town Attorney has also been consulted.

Requested Action: Instruct staff to prepare a text amendment to the Development Ordinance to assign Board of Adjustment responsibilities to the Planning and Zoning Board, and any other associated amendments.

