

TOWN OF RICHLANDS Town Board Meeting August 13, 2024 6:00 PM AGENDA

- I. Meeting Called to Order by Mayor McKinley Smith
- II. Pledge of Allegiance
- **III.** Invocation
- IV. Adoption of the Agenda
- V. Adoption of the Minutes
 - 1. July 2024 Meeting Minutes
- VI. Public Comment
- **VII.** Public Hearings

VIII.Old Business

IX. New Business

- 1. Ordinance 2024-07 (Abandoned and Nuisance Vehicles)
- 2. Annexation Agreement (The Landing at Sylvester Farms)
- 3. Winstead Place Townhomes Recombination
- 4. Budget Amendment #1

X. Administrator Notes and Updates

- 1. Administrator Notes and Updates
- XI. Police Report
 - 1. July 2024 Police Report

XII. Board Member Concerns and Committee Updates

XIII.Personnel

- **XIV. Closed Session**
- XV. Adjourn



Agenda Item V. - 1. July 2024 Meeting Minutes

Description:

July 9, 2024 Meeting Minutes.

Review:

Attached are the minutes for the July 9, 2024 Regular Meeting of the Richlands Board of Aldermen. The Board of Aldermen will also need to adopt the minutes of the Closed Session from the July 9 meeting.

Action Needed:

Review and adopt the July meeting minutes.

ATTACHMENTS:

Description

D July 9, 2024 Meeting Minutes

Town of Richlands

North Carolina

Office of the Town Clerk (910) 324-3301 (910) 324-2324 fax townclerk@richlandsnc.gov Mailing Address: P.O. Box 245 Richlands. N.C. 28574



The Richlands Board of Aldermen met in Regular Session on July 9, 2024, at 6:00 pm at the Richlands Town Hall. Present for the meeting were:

Alderman Kent Painter Mayor Pro-Tem Tom Brown Mayor McKinley Smith Alderman Marilyn Bunce Alderman Paul Conner Alderman Kandy Koonce

Also present were:

Gregg Whitehead, Town Administrator Erin Juhls, Town Clerk William A Horne, Chief of Police Keith Fountain, Town Attorney Johnathan Jarman, Public Works Director Patricia Allen, Code Enforcement Officer

There were 11 citizens present.

I. <u>MEETING CALLED TO ORDER:</u>

Mayor McKinley Smith called the meeting to order at 6:00 pm.

- II. <u>PLEDGE OF ALLEGIANCE:</u> Alderman Marilyn Bunce
- III. <u>INVOCATION:</u> Mayor McKinley Smith

IV. ADOPTION OF AGENDA:

Gregg Whitehead, Town Administrator, presented the agenda to the Board.

A **motion** was made by Alderman Kandy Koonce seconded by Alderman Marilyn Bunce to adopt the agenda as presented. The motion was unanimously carried.

V. ADOPTION OF MINUTES (June 2024):

A **motion** was made by Alderman Paul Conner, seconded by Alderman Tom Brown to approve the Regular Board Meeting Minutes of June 11, 2024 and the Special Call Meeting Minutes of June 26, 2024. The motion was unanimously carried.

VI. <u>PUBLIC COMMENT:</u>

Patricia Goodman, 106 Amberwine, is here to discuss how some people feel the town board has failed the community. When speaking during public comment, the public is required to state their address and feels it is dangerous and unsafe. Hopes that the board will consider changing this since it can also deter people from speaking. Also believes the Code Enforcement Officer uses the full address to use bias base policing. She feels if someone speaks about the enrichment of chickens, the code enforcement officer will then go into their neighborhood and target them. The officer now drives through Trifield twice a week but not in other areas of town. Would also like the Town Administrator to help reform a civilian oversight board that includes someone from each community to help keep everyone honest.

Sonya Stauder, 204 Landover, one of her greatest joys is coaching cheerleading and has 3 children that will one day graduate from Richlands High School. They have traveled all over the country and Richlands was the place her and her husband decided they wanted to live. They purchased their home in 2019 and feels the price they paid for their home is unheard of in this economy. She has noticed the increase in groceries, utilities, insurance, etc. Many of them bought their homes not knowing one day they would want to have chickens and now are stuck not having a choice or a voice because moving is not an option. This is why they continue to come to the Board and ask to negotiate so that everyone has a say. The people of Trifield are just asking for the right to have fresh organic eggs.

Guss Christ, 127 Annie Rd, was born and raised in Onslow County and moved to Trifield in 2017. Does not understand why the town does not allow chickens.

Lauren Carden, 106 Amberwine, wanted to respond to the interview that was on the news the day before stating that there are no farms in Richlands; there are farms in Richlands, right across the street from Trifield estates. Does not matter how nice our house is, we are still having problems buying groceries and paying bills. Besides North Topsail, Richlands is the only other town that does not allow chickens. Does not feel that anyone from Trifield is going to take their neighbor to court over the Restrictive Covenants. Loves Richlands and pays property taxes, but feels it is extremely disheartening to continually be dismissed with regards to chickens. Would love if everyone were listened to or compromised with just a bit.

Alderman Conner asked to address some of the comments made and touched on the following points:

- 1. The reason you state your name and address is because the zip code 28574 is a broad range. Just because your zip code is 28574, does not mean you live within the town limits.
- 2. Trifield asked to be annexed into the town. The homes in front of Trifield and across the street, as well as Steed Park, are not within the town limits.
- 3. The ordinance was not adopted in 2015, the ordinances were codified in 2015.

A representative from Omega Lodge 217 requested the use of Venters Park on August 17th from 12pm-3pm for a back-to-school giveaway. They will be providing food and giving away backpacks.

A **motion** was made by Alderman Marilyn Bunce, seconded by Alderman Tom Brown to approve the request to be able to use the park at no cost. The motion was unanimously carried.

VII. <u>PUBLIC HEARING:</u>

1. ZONING TEXT AMENDMENT:

Mayor McKinley Smith opened the Public Hearing in order to hear public comments regarding various proposed text amendments to Chapter 153 (Zoning) of the Town of Richlands Code of Ordinances that address vape, tobacco and similar retail establishments.

With no comments from the public, Mayor Smith closed the public hearing.

VIII. OLD BUSINESS: None

IX. <u>NEW BUSINESS:</u>

1. ORDINANCE 2024-06 (ZONING TEXT AMENDMENT):

Mr. Whitehead presented the proposed ordinance that will formally address vape and tobacco stores by regulating their location, the separation required between existing and new stores as well as some aesthetic requirements. The Planning Board has reviewed the request and unanimously recommended approval.

Now that the public hearing has been held, the Board deliberated and voted on Ordinance 2024-06 (Zoning Text Amendment).

A **motion** was made by Alderman Marilyn Bunce, seconded by Alderman Tom Brown, to determine and approve the zoning text amendment, it is in compliance with the CAMA land use policy and also in the public's interest. The motion was unanimously carried.

2. BODYCAM CONTRACT EXTENSION (MOTOROLA):

The current contract with Motorola to provide bodycams to the Richlands Police Department is set to expire in May 2026. Under the terms of the contract, we are charged \$147 per month for three (3) bodycams and \$30 per month for the transfer station for a total of \$177 per month or \$2,124 per year. The costs for the same equipment have increased since 2021 and a new contract in 2024 would be \$2,484 annually. Motorola is offering a three-year extension of the existing contract at today's prices, with the annual fee of \$2,484 to start in the three extension years, 2027, 2028, and 2029.

A **motion** was made by Alderman Paul Conner, seconded by Alderman Marilyn Bunce, to approve the contract extension. The motion was unanimously carried.

3. **PERSONNEL POLICY UPDATE (LONGEVITY BONUS):**

The change in the longevity bonus was discussed and agreed upon during the April 23, 2024 Budget Workshop. The current longevity pay table has not been updated since 2005 and the Board agreed to replace the existing longevity pay table with a simple \$100 per year of service model for all full-time employees.

A **motion** was made by Alderman Kandy Koonce, seconded by Alderman Paul Conner, to update the personnel policy longevity bonus. The motion was unanimously carried.

X. <u>ADMINISTRATOR NOTES AND UPDATES:</u>

The Town Administrator, Gregg Whitehead, presented a copy of notes and updates to the Board which is incorporated by reference and hereby made part of these minutes. He also reported on the following:

- The contractor is hoping to start the stormwater project on Monday.
- Hoping to have the Community Building Repairs done by August.
- Currently, the town's policy is anything \$50.00 or more requires a purchase order for department heads. We would like to increase that to purchases of \$100.00 or more.

A **motion** was made by Alderman Paul Conner, seconded by Alderman Kandy Koonce to approve the finance policy change to requiring purchase orders for purchases of \$100.00 or more. The motion was unanimously carried.

• Will be out of town the week before the September regular Board Meeting and would like to move the meeting to the 17th if possible.

A **motion** was made by Alderman Tom Brown, seconded by Alderman Paul Conner to move the September meeting to September 17th. The motion was unanimously carried.

XI. <u>POLICE REPORT:</u>

Chief William A. Horne presented a copy of the Activity Report for June 2024 and is incorporated by reference and hereby made part of these minutes. Chief Horne also reported on the following:

- Officer Pool attended the GHSP task force event in Surf City last weekend, and also passed Radar School.
- Lessner, our last trainee is finishing up paperwork to get him certified and has been riding with Sargeant Sandoval.
- Submitted the quarterly report for the GHSP.
- National Night Out is next month and Officer Pool will be attending.
- The new Durango will hopefully be ready next week.
- Had two vehicles that needed new alternators.

XII. BOARD MEMBER CONCERNS AND COMMITTEE UPDATES:

<u>Alderman Marilyn Bunce</u>: Apologized for any misunderstanding or anything that was taken out of context. The Code Enforcement Officer is trying to notify not only Trifield, but other areas in town where ordinances are being violated. Also complimented the Code Enforcement Officer for all she is trying to do. Stated she grew up with chickens and does not want them within 10 feet of her house. Neighbors may not want to enforce the Restrictive Covenants in the Trifield area, but there is no point in passing an ordinance that is not allowed in the Restrictive Covenants.

<u>Alderman Paul Conner</u>: Thanked everyone for attending the meeting. This is the most public input that we've ever had, and we listen to everything you say. We are trying to represent the town as a whole and it is never the intent to pick on anyone.

<u>Mayor Pro-Tem Tom Brown</u>: The chicken ordinance has been in effect for decades. In 2015 the town's ordinances were codified. Around that time, someone complained about a resident having a rooster and chickens and was told they had to get rid of them. We are all struggling, and chickens and eggs are not the answer when it costs to raise and feed them. Expressed his daughter lives out of town, has chickens, and is aware of the cost and time it takes to care for them. Residents in Trifield have violations that need to be addressed along with other areas and the town is working on that.

When the chicken ordinance was brought up in 2015, there was a document passed around for people with hundreds of signatures wanting chickens. People were from all over, some out of state, some out of the country. Has spoken to many people in Richlands and the majority do not want chickens within 10 feet of their home.

<u>Alderman Kent Painter:</u> Hopes that everyone realizes that we are trying to represent the entire town, not just a small part.

<u>Alderman Kandy Koonce</u>: Expressed that the chicken ordinance has been in place for years. Thanked the Police and Public Works Departments for all they do. Also complimented the Fire Department. Stated the Code Enforcement Officer is just following the rules.

<u>*Mayor McKinley Smith:*</u> Stressed that everyone must follow the rules and regulations. Also, thanked everyone for coming to the meeting and hopes everyone continues to attend.

XIII. <u>PERSONNEL:</u>

A **motion** was made by Alderman Marilyn Bunce, seconded by Alderman Paul Conner to go into closed session with the Board to discuss personnel. The motion was unanimously carried.

XIV. CLOSED SESSION:

A **motion** was made by Alderman Paul Conner, seconded by Alderman Tom Brown to go back into open session. The motion was unanimously carried.

No action was taken in closed session, a discussion was held regarding personnel.

XV. <u>ADJOURN:</u>

With no further business, a **motion** was made by Alderman Tom Brown, seconded by Alderman Kandy Koonce to adjourn the meeting at 7:38 pm. The motion was unanimously carried.

Respectfully Submitted,

Attest: Erin Juhls, Town Clerk Mayor McKinley Smith



Agenda Item IX. - 1.

Ordinance 2024-07 (Abandoned and Nuisance Vehicles)

Description:

Ordinance 2024-07 (Abandoned and Nuisance Vehicles).

Review:

The current ordinance regulating abandoned and nuisance vehicles in town is confusing, inefficient and is in need of updating. Instead of trying to reword multiple sections and add new language the best course is to repeal the whole section and replace with a new one. Ordinance 2024-07 follows best practices regarding the regulation of abandoned and nuisance vehicles and better references statutory authority and requirements. I have included the existing ordinance on abandoned vehicles for reference.

Action Needed:

Approve the ordinance if desired.

ATTACHMENTS:

Description

- D Ordinance 2024-07 Abandoned Vehicles
- Current Abandoned Vehicle Ordinance

ORDINANCE 2024-07

ORDINANCE TO AMEND TITLE IX, CHAPTER 90.60 OF THE RICHLANDS CODE OF ORDINANCES IN ORDER TO REGULATE ABANDONED VEHICLES

BE IT ORDAINED by the Board of Aldermen of the Town of Richlands, North Carolina as follows:

SECTION 1. That Title IX, Chapter 90, Section 60 through Section 74 of the Code of Ordinances, Town of Richlands, North Carolina, is hereby repealed in full and replaced with a new Chapter 90, Section 60 as follows:

ABANDONED, JUNKED AND NUISANCE MOTOR VEHICLES

§ 90.60 DEFINITIONS.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned motor vehicle means a motor vehicle that:

(1) Has been left upon a street or highway in violation of law, a provision of this Code or other ordinance of the town prohibiting parking;

(2) Is left on property owned or operated by the town for longer than 24 hours;

(3) Has been left on private property without the consent of the owner, occupant or lessee thereof for longer than two hours; or

(4) Is left on any public street or highway for longer than seven days.

Approved enclosed building for purposes of housing motor vehicles means a garage or building structure that provides a complete enclosure so that the junked motor vehicle cannot be seen from a public street or abutting property. Also, a garage or building structure must be erected pursuant to the lawful issuance of a building permit and shall be constructed in accordance with all zoning and building code regulations.

Approved motor vehicle cover means a ready-fit cover made specifically for motor vehicles, which will resist decay, mildew, and ultra-violet sunlight.

Junked motor vehicle means a motor vehicle that does not display a current license plate and that:

(1) Is partially dismantled or wrecked;

(2) Cannot be self-propelled or moved in the manner in which it was originally intended to move; or

(3) Is more than five years old and appears to be worth less than \$500.00.

Motor vehicle includes all machines designed or intended to travel over land or water by self-propulsion or while attached to any self-propelled vehicle.

Nuisance vehicle means a junked motor vehicle on public or private property that is determined and declared to be a health or safety hazard, a public nuisance or unlawful, including a vehicle found to be:

(1) A breeding ground or harbor for mosquitoes, other insects, rats or other pests;

(2) A point of heavy growth of weeds or other noxious vegetation over eight inches in height;

(3) A point of collection of pools or ponds of water;

(4) A point of concentration of quantities of gasoline, oil or other flammable or explosive materials as evidenced by odor;

(5) One which has areas of confinement which cannot be operated from the inside, such as trunks, hoods, etc.;

(6) So situated or located that there is a danger of it falling or turning over;

(7) Any other vehicle specifically declared a health and safety hazard and a public nuisance by the town board of aldermen;

(8) So offensive to the sight as to damage the community, neighborhood or area appearance upon a finding by the enforcement officer/building inspector that such aesthetic regulation is necessary and desirable for the protection of property values, promotion of tourism, indirect protection of health and safety, preservation of the character and integrity of the community or promotion of the comfort, happiness and emotional stability of area residents;

(9) One which is a point of collection of garbage, food waste, animal waste or any other rotten or decayed matter of any kind; or

(10) One which has sharp parts which are jagged or contain sharp edges of metal, plastic or glass.

§ 90.61 ABANDONED, JUNKED OR NUISNACE VEHICLES UNLAWFUL; REMOVAL AUTHORIZED.

(A) It shall be unlawful for the owner of a motor vehicle or for the owner, lessee or occupant of the real property upon which the vehicle is located to leave or allow the vehicle to remain on the property after it has been declared an abandoned, junked or nuisance vehicle.

(B) Upon investigation, the town code enforcement officer (or other municipal official) may determine and declare that the vehicle is a health or safety hazard or a public nuisance, as defined above, and order the vehicle removed.

§ 90.62 PRE-TOWING NOTICE; APPEAL; REMOVAL WITHOUT NOTICE.

(A) A vehicle to be towed or otherwise removed because it has been declared to be abandoned, junked or a nuisance vehicle shall be towed only after notice to the owner or person entitled to possession of the vehicle. If the names and mailing addresses of the owners of the vehicle or the real property upon which it is located can be ascertained in the exercise of reasonable diligence, the notice shall be given to both by first class mail. The person who mails the notices shall retain a written record to show the names and addresses to which mailed and the date mailed. If such names and addresses cannot be ascertained, notice shall be given by affixing on the windshield or some other conspicuous place on the vehicle. The notice shall state that the vehicle will be removed by the town on a specified date, no sooner than ten days after the notice is affixed or mailed, unless the vehicle is moved by the owner or legal possessor prior to that time.

(B) If the owner or person entitled to possession of the vehicle does not remove the vehicle, but chooses to appeal the determination that the vehicle is an abandoned or nuisance vehicle, such appeal shall be made to the chief of police in writing. Such an appeal must be made within ten days following receipt of notice of such action and shall be filed with the police department. During the appeal, further proceedings to remove the vehicle shall be stayed until the appeal is heard and decided.

(C) Upon failure of the vehicle owner or person entitled to possession to appeal within the prescribed time, the determination that the vehicle is an abandoned or nuisance vehicle shall be considered final.

(D) An abandoned, junked or nuisance vehicle may be removed without giving the minimum seven days' prior notice only in those circumstances where the authorizing official finds, and enters such findings in appropriate records, a special need for prompt action to maintain the public health, safety and welfare.

§ 90.63 POST-TOWING NOTICE.

(A) Any vehicle which has been determined to be an abandoned, junked or nuisance vehicle may be removed to a storage garage or area by a towing business contracting to perform such services for the town.

(B) Whenever a vehicle with a valid registration plate or registration is towed as provided in this article, the enforcement officer/building inspector shall immediately notify the last known registered owner of the vehicle of the following:

- (1) A description of the vehicle;
- (2) The place where the vehicle is stored;

- (3) The violation with which the owner is charged, if any;
- (4) The procedure the owner must follow to have the vehicle returned to him; and

(5) The procedure the owner must follow to request a probable cause hearing on the towing.

If the vehicle has a North Carolina registration plate or registration, notice shall be given to the owner within 24 hours; if the vehicle is not registered in the state, notice shall be given to the owner within 72 hours. This notice shall, if feasible, be given by telephone. Whether or not the owner is reached by telephone, notice shall be mailed to his last-known address unless he or his agent waives this notice in writing.

(C) Whenever a vehicle with neither a valid registration plate nor registration is towed, as provided in this article, the enforcement officer/building inspector shall make reasonable efforts, including checking the vehicle identification number, to determine the last known registered owner of the vehicle and to notify him of the information listed in subsection (b) of this section. Unless the owner has otherwise been given notice, it is presumed that the enforcement officer/building inspector has not made reasonable efforts, as required under this subsection, unless notice that the vehicle would be towed was posted on the windshield or some other conspicuous place at least seven days before the towing actually occurred; except, no pre-towing notice need be given if the vehicle impeded the flow of traffic or otherwise jeopardized the public welfare so that immediate towing was necessary.

§ 90.64 RIGHT TO PROBABLE CAUSE HEARING BEFORE SALE OR FINAL DISPOSITION OF VEHICLE.

After removal of a vehicle declared to be an abandoned, junked or nuisance vehicle, the owner or other person entitled to possession may request in writing a hearing to determine if probable cause existed for removing the vehicle. The requests must be filed with the magistrate in the county where the vehicle is towed. The magistrate will set the hearing within 72 hours of receipt of the request and a hearing will be conducted in accordance with the provisions of G.S. 20-219.11.

§ 90.65 REDEMPTION OF MOTOR VEHICLE DURING PROCEEDINGS.

At any stage in the proceedings, including before the probable cause hearing, the owner may obtain possession of the removed vehicle by paying the towing fee, including any storage charges, or by posting a bond for double the amount of such fees and charges to the tow truck operator or towing business having custody of the removed vehicle. Upon regaining possession of a vehicle, the owner or person entitled to the possession of the vehicle shall not engage in further violations of this article.

§ 90.66 SALE AND DISPOSITION OF UNCLAIMED VEHICLE.

(A) With the consent of the owner, the designated city official may dispose of any vehicle as a junked motor vehicle without holding it for any period of time.

(B) Any abandoned, hazardous or junked motor vehicle which is not claimed by the owner or other party entitled by possession will be disposed of by the tow truck operator or towing business having custody of the vehicle. Disposition of such vehicles shall be carried out in coordination with the town and in accordance with G.S. 44A-1 through 44A-6.

§ 90.67 IMMUNITY.

Neither the town or any person shall be held to answer in any civil or criminal action to any owner or other person legally entitled to the possession of any junked, lost, abandoned or stolen vehicle for disposing of such vehicle as contemplated by this article.

§ 90.68 EXCEPTIONS TO PROVISIONS.

Nothing in this article shall apply to any vehicle, which meets the following conditions:

(1) The vehicle is located in a bona fide automobile graveyard or junkyard as defined in G.S. 136-143, in accordance with the Junkyard Control Act.

(2) The vehicle is in an approved enclosed building for purposes of housing motor vehicles.

(3) A maximum of one junked motor vehicle of a singular model and year maybe located in the rear yard, as defined by the town's zoning ordinance, if the junked motor vehicle is entirely concealed from public view by an approved motor vehicle cover. The approved motor vehicle cover must remain in good repair and must not be allowed to deteriorate.

(4) The vehicle is in an appropriate storage place or depository maintained in a lawful place and manner by the town.

§ 90.69 - § 90.74. RESERVED.

SECTION 2. This ordinance shall be effective immediately upon its adoption.

Adopted this, the _____ of _____, Two Thousand and Twenty-Four.

McKinley Smith, Mayor

Approved as to form:

ATTEST:

Erin Juhls, Town Clerk

Town Attorney

ABANDONED OR DERELICT VEHICLES

§ 90.060 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED MOTOR VEHICLES. A motor vehicle shall be deemed to have been abandoned for the purposes of this chapter in the following circumstances:

(1) It has been left unattended upon a street or highway in violation of a statutory law or ordinance regulating or prohibiting parking for a period of 24 hours;

(2) It is left unaccompanied on property owned or operated by the town or on any street or highway for a period of 48 hours; or

(3) It is left unaccompanied on private property for a period of not less than 30 days, in derelict condition.

DERELICT. A motor vehicle shall be deemed derelict for the purposes of this chapter if the vehicle is: inoperable, partially or wholly dismantled, wrecked, junked or of similar condition, for a period exceeding 30 days.

TRAILER. Anything designed to be towed behind a vehicle.

UNLICENSED MOTOR VEHICLE. Any vehicle not having a valid license plate and/or registration.

(1987 Code, § 8-3-01)

§ 90.061 DECLARED A HEALTH HAZARD.

For the purposes of this subchapter, the Board of Aldermen authorizes the Town Administrator or his or her assigns to declare any abandoned or derelict motor vehicle remaining on private property for in excess of 15 days a health hazard.

(1987 Code, § 8-3-02)

§ 90.062 DUTY OF OWNER TO REMOVE FROM PRIVATE PROPERTY.

No person in charge or control of any property within the town, whether as owner, tenant, occupant, lessee or otherwise, shall allow any wrecked, junked, discarded, partially dismantled or non-operable motor vehicle to remain on such property for more than 15 days. This section shall not apply to a vehicle in an enclosed building, garage or carport; a vehicle on the premises of a business enterprise operated in a lawful place and manner, when necessary to the operation of such business enterprise, or a vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the town.

(1987 Code, § 8-3-03) Penalty, see § 90.999

§ 90.063 DUTY OF OWNER TO REMOVE FROM PUBLIC PROPERTY.

If a motor vehicle is abandoned or derelict on a public street or highway, it shall be the duty and responsibility of the owner of such motor vehicle to cause the removal thereof immediately.

(1987 Code, § 8-3-04)

§ 90.064 NOTIFICATION.

(A) (1) Upon receipt of a complaint concerning abandoned/derelict vehicles, as defined in this subchapter, the Town Administrator or his or her assigns will investigate said complaint. If, in his or her judgment, a violation has occurred, the Town Administrator or his or her assign shall cause to be delivered or mailed to the owner of the property upon which the condition exists, a notice stating the reasons why the condition may constitute a violation and that a hearing will be held before the Town Administrator at a place therein fixed, not less than ten, nor more than 30, days after the delivery or mailing of the notice. The owner, or any party with interest, shall have the right to give evidence at the place and time fixed in the notice. Any person desiring to do so may attend such hearing and give evidence relevant to the matter being heard.

(2) The rules of evidence prevailing in courts of law or equity shall not be controlling in such hearings.

(B) If a determination is made that such conditions constituting a public nuisance exist, the Town Administrator shall notify in writing the owner of the premises in question of the conditions constituting such public nuisance and shall order the prompt abatement thereof within 15 days from the receipt of such written notice.

(C) Exceptions to this procedure are abandoned or unlicensed vehicles on public property where action shall be taken within 48 hours of notification of the nuisance and unidentified vehicles when corrective action shall be taken by the Police Department immediately.

(1987 Code, § 8-3-05)

§ 90.065 REMOVAL OF DERELICT VEHICLES ON PRIVATE PROPERTY.

(A) The Chief of the Police Department or Town Administrator or their assigns, upon notice of violation, may cause a

written notice of such violation to be served upon the owner, tenant, occupant, lessee and/or owner of the motor vehicle, as per § 90.064 of this chapter, that such motor vehicle shall be removed within 15 days after receipt of notice.

(B) Any motor vehicle not removed after such notice shall be removed from such land under the supervision of the Town Police Department to an impounding area heretofore designated by the Board of Aldermen and therein impounded.

(1987 Code, § 8-3-06)

§ 90.066 REMOVAL OF VEHICLES FROM PUBLIC PROPERTY.

Whenever any motor vehicle is abandoned on a public street or highway or on property owned or operated by the town, any such vehicle may be removed and impounded under the direction of the Chief of Police or his or her assigns after 48 hours to a storage garage or area as designated by the Board of Aldermen.

(1987 Code, § 8-3-07)

§ 90.067 RECLAMATION.

Upon notification by the Police Department, the owner of an impounded motor vehicle may, upon furnishing satisfactory evidence of his or her identity and of his or her ownership of the vehicle, obtain a release from the Police Department, and upon payment of towing and storing charges, and any fines or penalties, remove such motor vehicle from impounding area.

(1987 Code, § 8-3-08)

§ 90.068 SALE OF IMPOUNDED VEHICLES.

Should the owner of an impounded motor vehicle fail or refuse to pay the costs above mentioned or should the identity or whereabouts of such owner be unknown and unascertainable after a diligent search, and after written notice to him or her at his or her last known address if his or her identity is known, and to the holder of any lien on record in the office of the State Department of Motor Vehicles against such vehicle, the Chief of Police or his or her designee may, after holding such vehicle for 30 days and after having the value thereof determined by three disinterested automobile dealers or garagemen and after giving 20 days' notice to the State Department of Motor Vehicles, such notice to include all information which can be reasonably ascertained to identify such vehicle, dispose of the same by private or public sale and shall forward the proceeds of such sale to the Town Clerk.

(1987 Code, § 8-3-09)

§ 90.069 DISPOSITION OF UNSOLD VEHICLES.

Whenever any motor vehicle which has been removed pursuant to this chapter shall remain unsold for a period of 60 days from and including the day of its removal, such vehicle may be destroyed or otherwise disposed of by the town official charged with its safekeeping. Notice of any such destruction or disposition shall be given to the State Department of Motor Vehicles, such notice to include all information on which can be reasonably ascertained to identify such vehicle.

(1987 Code, § 8-3-11)

§ 90.070 PROCEEDS OF SALE.

The proceeds of the sale of a motor vehicle covered in this subchapter, after all costs of removal, storage, investigation and sale, and satisfaction of any liens on record on the vehicle have been deducted therefrom and after any fines or penalties have been paid, shall be held by the Town Clerk for up to 30 days and paid to the registered owner, after providing satisfactory evidence of his or her identity upon demand. If the owner does not appear to claim the remainder of the proceeds within 30 days after disposal of the vehicle, the funds shall be deposited into the Town General Fund and the owner's rights therein shall be forever extinguished.

(1987 Code, § 8-3-13)

§ 90.071 UNLICENSED MOTOR VEHICLES.

No person shall park, store or leave or permit the parking or storage of any unlicensed motor vehicle of any kind, for a period in excess of 48 hours, whether attended or not, upon any private property within the town, unless the vehicle is enclosed within a building, garage, carport or, further, is connected with and essential to the operation of a business enterprise conducted in a lawful place and manner and properly licensed. The Chief of Police, upon notice of a violation, may cause either personal or written notice of such violation to be served upon the owner, tenant, occupant, lessee and/or the owner of the motor vehicle.

(1987 Code, § 8-3-14) Penalty, see § 90.999

§ 90.072 TRAILERS.

The provision of this subchapter shall pertain to trailers in the same manner as to other vehicles.

(1987 Code, § 8-3-15)

§ 90.073 IMMUNITY.

Neither the town, nor any person, shall be held to answer in any civil or criminal action to any owner or other person legally entitled to the possession any abandoned, lost or stolen vehicle for disposing of such vehicle as contemplated by this subchapter, so long as the town complies with the requirements of G.S. § 160A-303(f).

(1987 Code, § 8-3-17)

§ 90.074 JUNK YARDS.

No junk yard shall be permitted within the corporate limits of the town. All such existing junk yards shall have delivered to them a notice, advising them that they are to cease operations by 1-1-1990. Junk yards existing beyond this date shall be in violation of this section.

(1987 Code, § 8-3-18) Penalty, see § 90.999



Agenda Item IX. - 2. Annexation Agreement (The Landing at Sylvester Farms)

Description:

Annexation Agreement (The Landing at Sylvester Farms).

Review:

Perry Management, Inc. has requested that the town meet the financial obligation regarding annexation agreement that was approved in 2020 to help pay for a required traffic light. Under the agreement, once the traffic light is installed, the town is obligated to pay 50% of the tax revenue received for the annexed property until 2031. The total amount due to the developer cannot exceed the cost of the installation of the traffic light. Based on the attached table, the cumulative amount due since 2020 is \$42,068.28. In 2025 the financial obligation will be reduced to between \$11,500 and \$12,500, depending on fluctuations in property values and the given tax rate.

Action Needed:

Approve the request.

ATTACHMENTS:

Description

- **D** Sylvester Farms Annexation Table
- Annexation Agreement

The Landing Annexation Values Table

				Annexation
Year	Parcel	Description	Tax Value	Liability
2020	203A-6	Vacant		\$0.00
	203A-7	Vacant		\$0.00
	203A-8	Vacant		\$0.00
	203A-9	Vacant		\$0.00
	43-53.3	Vacant	\$1,030,250	\$2,060.50
			\$1,030,250	\$2,060.50
2021	203A-6	Vacant	\$0	\$0.00
	203A-7	Stormwater Pond	\$0	\$0.00
	203A-8	Vacant	\$0	\$0.00
	203A-9	Tractor Supply	\$3,861,500	\$7,723.00
	43-53.3	Vacant	\$610,750	\$1,221.50
			\$4,472,250	\$8,944.50
		Cummulative Total		\$11,005.00
2022	203A-6	Vacant	\$631,190	\$1,199.26
	203A-7	Stormwater Pond	\$100	\$0.19
	203A-8	Vacant	\$580,870	\$1,103.65
	203A-9	Tractor Supply	\$3,861,500	\$7,336.85
	43-53.3	Future Hwy 55 Restaurant	\$480,250	\$912.48
			\$5,553,910	\$10,552.43
		Cummulative Total		\$21,557.43
2023	203A-6	Vacant	\$631,190	\$1,199.26
	203A-7	Stormwater Pond	\$100	\$0.19
	203A-8	Vacant	\$580,870	\$1,103.65
	203A-9	Tractor Supply	\$3,861,500	\$7,336.85
	43-53.3	Hwy 55 Restaurant	\$825,238	\$1,567.95
			\$5,898,898	\$11,207.91
		Cummulative Total		\$32,765.34
2024	203A-6	Vacant / Car Wash	\$631,190	\$1,199.26
	203A-7	Stormwater Pond	\$100	\$0.19
	203A-8	Vacant / Starbucks	\$580,870	\$1,103.65
	203A-9	Tractor Supply	\$3,861,500	\$7,336.85
	43-53.3	Hwy 55 Restaurant	\$907,100	\$1,723.49
			\$5,980,760	\$11,363.44
		Cummulative Total		\$42,068.28

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 11th day of August, 2020 ("Effective Date"), by and among 24 EAST DEVELOPMENT, LLC and SYLVESTER FARM INVESTMENTS, LLC, North Carolina limited liability companies, herein jointly and severally designated as "Developer," and the TOWN OF RICHLANDS, a Municipal Corporation, hereinafter "Town".

WITNESSETH:

WHEREAS, the Town offers services to the benefit of the public, to include police, garbage disposal and other services which benefit the areas within the corporate limits of the Town; and

WHEREAS, the Local Development Act of 1925, as amended (Article 1 of Chapter 158 of the North Carolina General Statutes) grants towns the authority to make appropriations for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the Town or for other purposes, which the Town's governing body finds in its discretion will increase the taxable property base and business prospects of the Town; and

WHEREAS, the purpose of this Agreement is to describe certain incentives to be provided by the Town to the Developer in connection with the Developer's proposed development, including the improvements described herein; and

WHEREAS, the parties desire hereby to document their respective commitments, and, to the fullest extent permitted by North Carolina law, contractually bind them thereto; and

WHEREAS, Developer is the owner of certain tracts or parcels of property identified by the Onslow County tax map as 43-53 and 43-53.1 (the "Property"); and

WHEREAS, Developer is developing portions of the Property for a commercial development and desires an orderly development plan for the Property in which the subsequent owners would enjoy the benefits of services of the Town, and which development would contribute significantly to the tax base of the Town; and

WHEREAS, pursuant to that Approval of the Traffic Impact Analysis (TIA) issued to the Developer by the North Carolina Department of Transportation (the "DOT") on July 24, 2020 (said Approval is attached hereto as Exhibit B), the DOT is requiring the installation of traffic controls at the entry point of the property of Developer that is designated on the attached Exhibit A (the "Stoplight");

WHEREAS, the DOT is further requiring the Developer to pay the cost of the installation of the Stoplight; and

WHEREAS, the Town realizes the Stoplight will increase safety within the Town; and

WHEREAS, the Developer will also be installing certain internal roads within the development and certain other infrastructure, including a stormwater detention system and the piping leading thereto; and

WHEREAS, the Town has agreed to accept the maintenance of the internal roads within the development and the stormwater piping (but not the stormwater pond) after it confirms the same has been built to Town specifications.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That Developer will petition the Town to annex a portion of those properties designated by tax map of the Onslow County Tax Office as parcels 43-53 and 43-53.1, said portion being depicted on Exhibit A attached hereto, within ten (10) business days after the recordation of the subdivision plat.

2. The Town agrees to contribute to the cost of the installation of the Stoplight as follows: for a period commencing upon the effective date of the annexation of the property described on Exhibit A and continuing through and including the 2031 tax year, the Town shall pay to the Developer, by December 31 of each tax year, an amount equal to 50% of the ad valorem tax revenue received by the Town for the property annexed. It is provided, however, (a) that no payments shall be made by the Town (but such amounts shall be accruing) until the Stoplight is installed by the Developer. Once the Stoplight has been installed, the Town shall pay to the Developer the amount that has accrued from the effective date of the annexation through the installation of the Stoplight on or before December 31 of that year; (b) in no event shall the amounts paid to Developer exceed the cost of the installation of the Stoplight; and (c) in the event said traffic control system is not installed within five (5) years of the effective date of the annexation, this obligation of the Town shall terminate.

3. Upon confirmation that the internal roads and the stormwater facilities have been installed according to Town specifications, the Town shall accept the internal roads and the stormwater piping for maintenance by the Town and shall thereafter be solely responsible for the maintenance of the same.

4. The Board of Aldermen of the Town has determined that the improvements described herein and the overall development proposed by Developer will improve the safety of the Town, stimulate the local economy, promote business, and result in the creation of jobs in the Town.

5. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation. The parties acknowledge that the scope, term and duration hereof are in all events reasonable. No provision of this Agreement shall be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of the Town within the meaning of the North Carolina Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Town's moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

6. The parties acknowledge and agree that any and all monies appropriated and expended by the Town for local economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on N.C.G.S. §158-7.1. The parties further acknowledge and agree that this Agreement, to the extent allowed by law, shall be considered a continuing contract and shall be subject to, and controlled by, the provisions of the North Carolina General Statutes. If for any reason it is found by a court of competent jurisdiction by final judgment that provisions of the North Carolina General Statutes utilized herein do not legally apply to this Agreement, then in such event there shall be no liability on behalf of the Town for the failure of this Agreement to be continuing in nature.

7. Developer may assign its rights under this Agreement to a successor developer of some or all of the Property.

8. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns, notwithstanding changes in corporate or other governance, subject to bankruptcy, insolvency, moratorium, and other items generally affecting creditors' rights generally and general principles of equity. The Town represents and warrants that it has approved this Agreement and the terms and incentives hereunder, and that the same are in compliance with any economic development or other policies or applicable legal authorities, and that the terms and incentives hereunder have been, and this Agreement shall further be conditioned upon it being stamp-certified as having been, pre-audited in order to comply with the budgetary accounting requirements (if any) that apply, under the Local Government Budget and Fiscal Control Act or otherwise. Such certification is set forth at the end of this Agreement, and must be signed by the Finance Officer for the Town.

9. This Agreement is entered into pursuant to the laws of the State of North Carolina, and shall be construed and enforced thereunder. In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Superior Court of Onslow County, North Carolina or the United States District Court for the Eastern District of North Carolina. In the event that any of the incentives or other agreements of the Town are determined to be invalid, the Town agrees that it will, to the extent permitted by law, reasonably provide the Developer with any permitted incentives of substantial equal value pursuant to one or more replacement incentive grant programs.

10. There will not be a breach or default hereunder until the Town shall have provided to the Developer a notice setting forth with specificity the details of the subject non-compliance and provided the Developer with no less than sixty (60) days to cure the subject non-compliance.

IN TESTIMONY WHEREOF, the parties have caused this Agreement to be executed in such form as to be binding, and Employee has set his hand hereto and adopted as his seal the typewritten word "SEAL" appearing beside his name, all as of the Effective Date.

DEVELOPER

24 East Development, LLC

By: ull Title: Men

Sylvester Farm Investments, LLC

By Title:

TOWN OF RICHLANDS

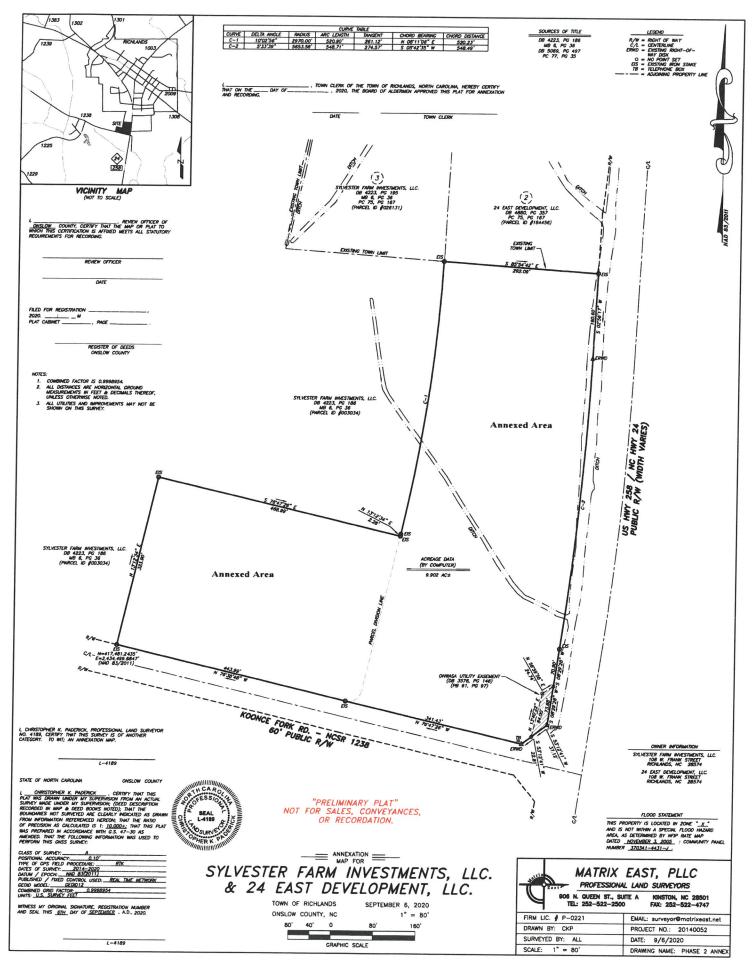
By Title:

This instrument has been pre-audited to the extent, and in the manner, required by the "Local Government Budget and Fiscal Control Act." \sim

Town of Richlands Finance Officer

ND: 4816-8907-0022, v. 2

Exhibit A





Agenda Item IX. - 3. Winstead Place Townhomes Recombination

Description:

Winstead Place Townhomes Recombination Plat Approval.

Review:

The developer of the Winstead Place Townhomes has done some minor changes to the recorded plat of Phase 1, which affects the remaining units 31-38, 53-58 and 59-64. Please note that the overall footprint and location of the units has not changed, rather the individual unit widths have been redistributed and a 10 foot utility easement has been added to unit 31.

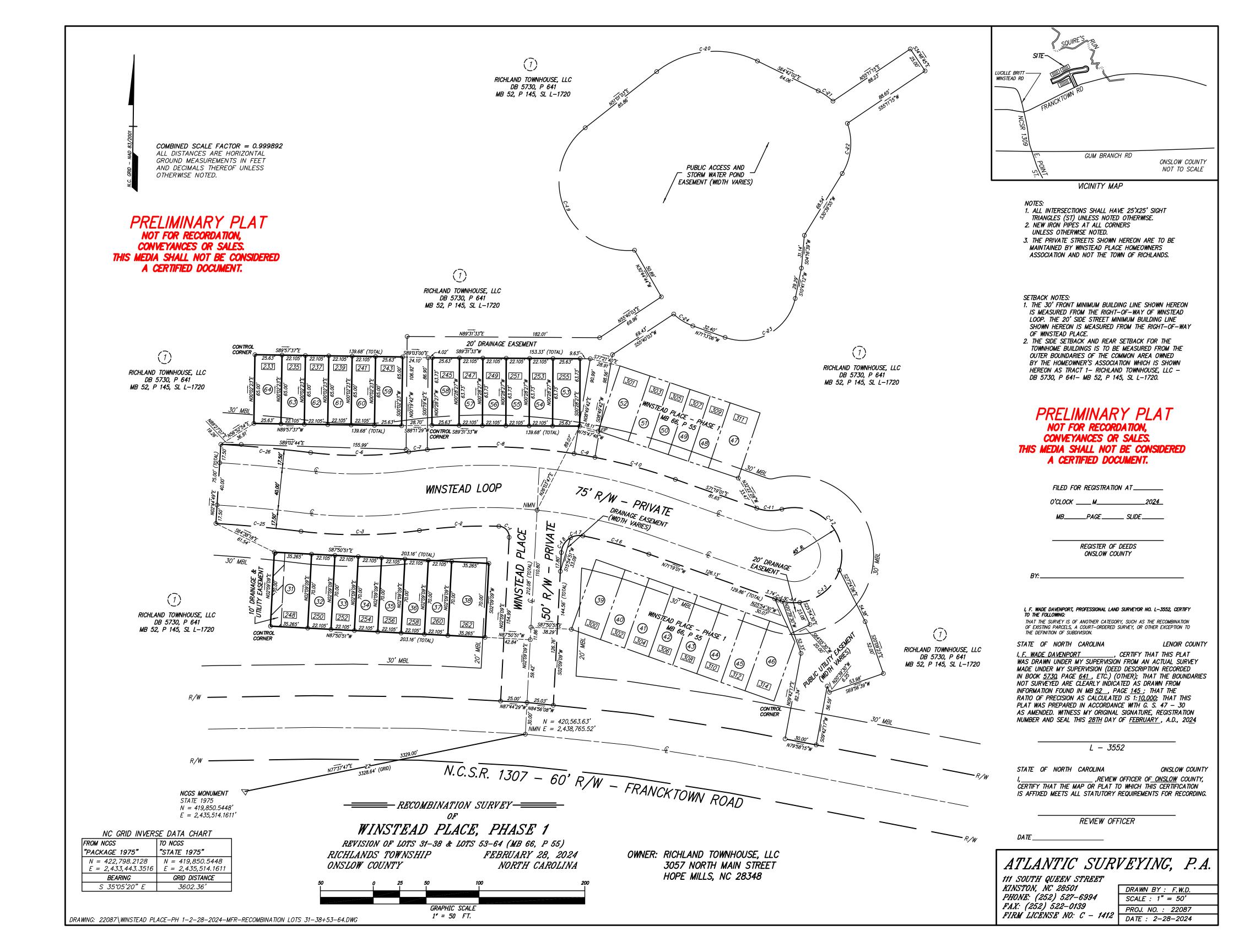
Action Needed:

Approve the plat for recording.

ATTACHMENTS:

Description

Winstead Place Recombination Plat



BUILDING SET BACKS ZONE R-8 FRONT SET BACK = 30' SIDE SET BACK = 15' REAR SET BACK = 20' SIDE STREET SET BACK = 30'

SOURCE OF TITLE DB 5730, P 641 MB 52, P 145, SL L-1720

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C-1	15.95	10.00	10.25	14.32	N43°33'12"W	91°24'41"
C-2	75.29	462.50	37.73	75.21	S86°04'38"W	9 ° 19'40"
С-3	112.26	437.50	56.44	111.95	S88°45'51"W	14 ° 42'06"
C-4	80.84	1375.27	40.43	80.83	N85°34'08"W	3°22'05"
C-5	85.25	1450.27	42.64	85.24	N85°34'08"W	3°22'05"
С-6	93.01	<i>362.50</i>	46.76	<i>92.7</i> 6	N88°45'51"E	14°42'06"
C-7	17.66	537.50	8.83	17.66	N82*21'17"E	1°52'57"
C-8	139.26	537.50	70.02	138.87	S89*16'54"E	14 ° 50'42"
С-9	20.00	537.50	10.00	20.00	S80 ° 47'35"E	2°07'56"
C-10	78.90	537.50	<i>39.52</i>	78.83	S75 ° 31'19"E	8°24'37"
C-11	24.13	40.00	12.44	<i>23.7</i> 6	S88*35'49"E	34 ° 33'37"
C-12	96.89	45.00	83.51	79.23	S44°11'46"E	123 ° 21'44"
C-13	51.11	45.00	28.71	48.40	S50°01'16"W	65°04'19"
C-14	16.66	45.00	8.42	16.56	N86°50'20"W	2112'29"
C–15	3.86	45.00	1.93	3.86	N73°46'33"W	4*55 <i>`</i> 05"
C–16	64.82	462.50	32.46	64.77	N7519'55"W	8°01'48"
C-17	12.16	17.00	6.35	11.90	S80°09'49"W	40°58'45"
C–18	17.07	17.00	9.33	16.36	S30°54'48"W	57 ° 31'17"
C–19	167.36	65.00	223.18	124.81	N22°44'40"W	147 ° 31'26"
C-20	100.97	90.00	56.55	95.76	N83°09'31"E	64°16'56"
C-21	17.00	55.00	8.57	16.93	S55 * 50'49"E	17 ° 42'24"
C-22	49.32	55.00	26.46	47.69	S04°58'27"W	51 ° 22'55"
C-23	85.78	50.50	57.40	75.83	S60°07'19"W	97°19'09"
C-24	21.42	50.50	10.87	21.26	N59°04'02"W	2418'08"
C-25	80.84	1375.27	40.43	80.83	N85°34'08"W	3 ° 22'05"
C-26	85.25	1450.27	42.64	<i>85.24</i>	S85°34'08"E	3°22'05"

ACREAGE DATA
$LOT \ 31 = 0.047 \ AC. \pm$
$LOT \ 32 = 0.039 \ AC.\pm$
$LOT \ 33 = 0.039 \ AC.\pm$
$LOT \ 34 = 0.039 \ AC.\pm$
$LOT \ 35 = 0.039 \ AC.\pm$
$LOT \ 36 = 0.039 \ AC. \pm$
$LOT \ 37 = 0.039 \ AC.\pm$
$LOT \ 38 = 0.047 \ AC. \pm$
$LOT 53 = 0.044 \ AC.\pm$
$LOT 54 = 0.029 AC.\pm$
$LOT 55 = 0.029 AC. \pm$
$LOT 56 = 0.029 AC.\pm$
$LOT 57 = 0.029 AC.\pm$
$LOT 58 = 0.044 \ AC.\pm$
$LOT 59 = 0.045 \ AC.\pm$
$LOT \ 60 = 0.030 \ AC.\pm$
$LOT \ 61 = 0.030 \ AC.\pm$
$LOT \ 62 = 0.030 \ AC.\pm$
$LOT \ 63 = 0.030 \ AC.\pm$
$LOT \ 64 = 0.045 \ AC.\pm$
$RIGHT-OF-WAY = 1.218 AC.\pm$
$TOTAL = 1.960 \ AC.\pm$
BY COMPUTER



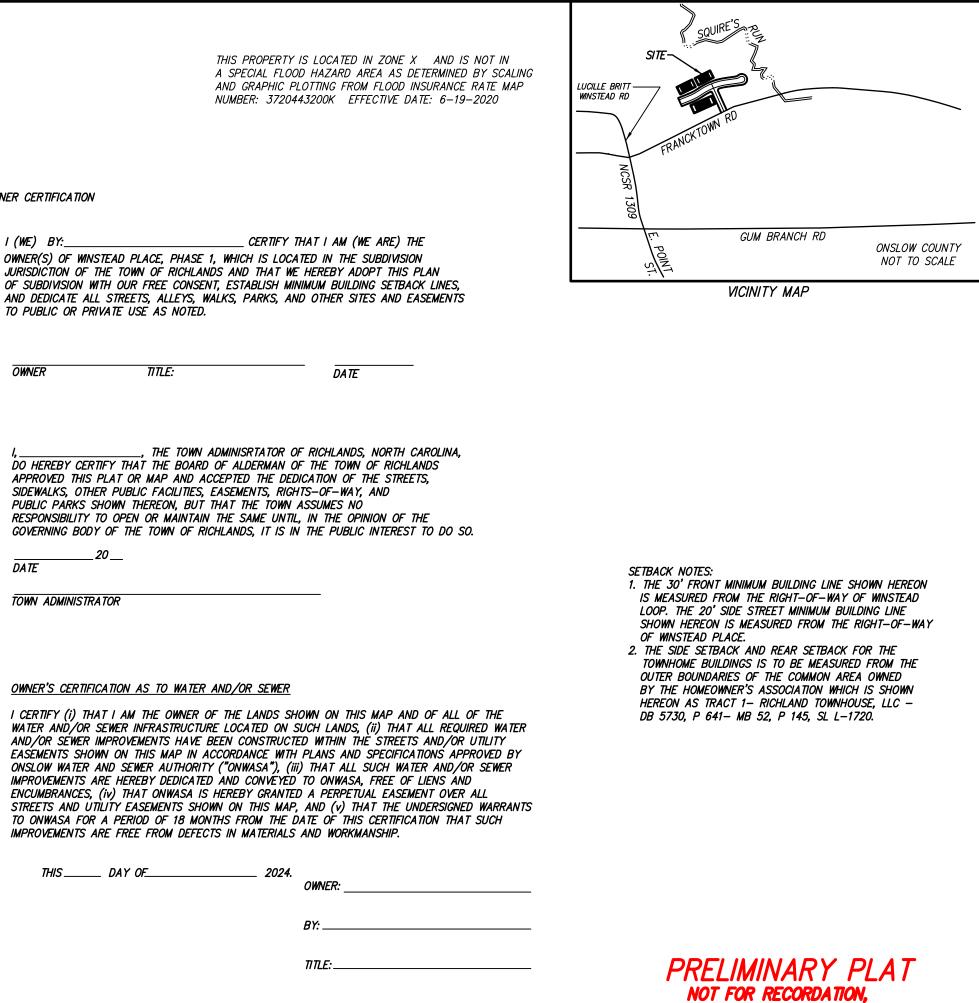
REVISED MAP 2 OF 2 SURVEY FOR

WINSTEAD PLACE, PHASE 1 REVISION OF LOTS 31 - 38 & LOTS 53 - 64 (MB 66, P 55) RICHLANDS TOWNSHIP FEBRUARY 28, 2024 ONSLOW COUNTY NORTH CAROLINA

GRAPHIC SCALE 1" = 50 FT.

LEGEND NMN = NEW MAG NAIL NIP = NEW IRON PIPE R/W = RIGHT OF WAY $\hat{\mathcal{C}} = CENTERLINE$ $\overline{M}BL = MINIMUM BUILDING LINE$ 100 = STREET ADDRESS $\overline{ZZ} = NOT TO SCALE$

THIS PROPERTY IS LOCATED IN ZONE X AND IS NOT IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY SCALING AND GRAPHIC PLOTTING FROM FLOOD INSURANCE RATE MAP NUMBER: 3720443200K EFFECTIVE DATE: 6-19-2020



TO PUBLIC OR PRIVATE USE AS NOTED.

ΠΤLE:

OWNER CERTIFICATION

I (WE) BY:___

OWNER

DATE

__ CERTIFY THAT I AM (WE ARE) THE

THE TOWN ADMINISR TATOR OF RICHLANDS, NORTH CAROLINA, DO HEREBY CERTIFY THAT THE BOARD OF ALDERMAN OF THE TOWN OF RICHLANDS APPROVED THIS PLAT OR MAP AND ACCEPTED THE DEDICATION OF THE STREETS, SIDEWALKS, OTHER PUBLIC FACILITIES, EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC PARKS SHOWN THEREON, BUT THAT THE TOWN ASSUMES NO RESPONSIBILITY TO OPEN OR MAINTAIN THE SAME UNTIL, IN THE OPINION OF THE GOVERNING BODY OF THE TOWN OF RICHLANDS, IT IS IN THE PUBLIC INTEREST TO DO SO.

OWNER(S) OF WINSTEAD PLACE, PHASE 1, WHICH IS LOCATED IN THE SUBDIVISION

DATE

TOWN ADMINISTRATOR

OWNER'S CERTIFICATION AS TO WATER AND/OR SEWER

I CERTIFY (i) THAT I AM THE OWNER OF THE LANDS SHOWN ON THIS MAP AND OF ALL OF THE WATER AND/OR SEWER INFRASTRUCTURE LOCATED ON SUCH LANDS, (ii) THAT ALL REQUIRED WATER AND/OR SEWER IMPROVEMENTS HAVE BEEN CONSTRUCTED WITHIN THE STREETS AND/OR UTILITY EASEMENTS SHOWN ON THIS MAP IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY ONSLOW WATER AND SEWER AUTHORITY ("ONWASA"), (iii) THAT ALL SUCH WATER AND/OR SEWER IMPROVEMENTS ARE HEREBY DEDICATED AND CONVEYED TO ONWASA, FREE OF LIENS AND ENCUMBRANCES, (iv) THAT ONWASA IS HEREBY GRANTED A PERPETUAL EASEMENT OVER ALL STREETS AND UTILITY EASEMENTS SHOWN ON THIS MAP, AND (v) THAT THE UNDERSIGNED WARRANTS TO ONWASA FOR A PERIOD OF 18 MONTHS FROM THE DATE OF THIS CERTIFICATION THAT SUCH IMPROVEMENTS ARE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

THIS_____ DAY OF_____ ____ 2024. OWNER: TITLE:

CERTIFICATE AS TO UTILITIES AND DEDICATION

I HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS FOR THE WATER AND/OR SEWER IMPROVEMENTS FOR <u>WINSTEAD PLACE, PHASE 1</u> SUBDIVISION HAVE BEEN REVIEWED AND APPROVED BY ONSLOW WATER AND SEWER AUTHORITY, THAT SUCH WATER AND/OR SEWER IMPROVEMENTS HAVE BEEN CONSTRUCTED, AND THAT ONSLOW WATER AND SEWER AUTHORITY HEREBY ACCEPTS THE DEDICATION OF THE WATER AND/OR SEWER IMPROVEMENTS ALONG WITH ASSOCIATED EASEMENTS.

THIS_ ____DAY OF _____ ___*, 2024*.

ONSLOW WATER AND SEWER AUTHORITY

STATE OF NORTH CAROLINA LENOIR COUNTY I, F. WADE DAVENPORT CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 5730, PAGE 641, ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN MB 52 , PAGE 145; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G. S. 47 - 30

CONVEYANCES OR SALES.

A CERTIFIED DOCUMENT.

THIS MEDIA SHALL NOT BE CONSIDERED

AS AMENDED. WITNESS MY ORIGINAL SIGNATURE. REGISTRATION NUMBER AND SEAL THIS 28TH DAY OF FEBRUARY, A.D., 2024

L – 3552

STATE OF NORTH CAROLINA **ONSLOWCOUNTY** ,REVIEW OFFICER OF<u>ONSLOW</u> COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

DATE_

ATLANTIC SURVEYING, P.A. 111 SOUTH QUEEN STREET KINSTON, NC 28501 DRAWN BY : W.C.B., JR. PHONE: (252) 527-6994 SCALE : 1" = 50'FAX: (252) 522-0139 PROJ. NO. : 07053 FIRM LICENSE NO: C - 1412 DATE : 2-28-2024



Agenda Item IX. - 4. Budget Amendment #1

Description:

Budget Amendment #1.

Review:

Budget Amendment #1 for FY 2024-25 will account for the additional funds expended for the purchase of laptops (\$1,158.81) and three handheld radios (\$16,430.67) as part of the reimbursable state grant. **Action Needed:**

Approve the budget amendment.

ATTACHMENTS:

Description

D Budget Amendment #1 (2024)

BUDGET AMENDMENT # 1 FY ENDING 2024/2025 PUBLIC SAFETY

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Account Number	Description	Budget	Increase (Decrease)	New Budget	Explanation
10-510-7100	Non-Capital Outlay	1000.00	1158.81	2158.81	2 Laptops/Reimbursement Grant/PD
10-399-0000	Fund Balance		(1158.81)		
10-510-7400	Capital Outlay	55,500.00	16,430.67	71,930.67	3 Handheld Radios Reimbursement Grant/PD
10-399-0000	Fund Balance		(16,430.67)		

TOTAL:

This budget amendment has been approved by The Board of Alderman/Town Administrator:

Date

Date entered into FMS: ______



Dear Valued Customer Chief William Horne,

Thank you for your Quote Request from Tough Rugged Laptops a Rugged Computing, Inc. Company. To view all details, edit or accept this proposal visit My Quote in your dashboard by logging into your account.

For questions, please call us at 800-441-9165. Our hours are 5AM - 5PM Pacific Standard Time Monday-Friday.

For our Terms and Conditions please click here

Thank you for your trust.

Your Quote #Q2024.00006073 (Valid Until Sep 7, 2024)

Billing Address	Shipping Address	
Chief Horne	Chief William Horne	
Richlands Police Department	Richlands Police Department	
302 S Wilmington St PO Box 245	302 S Wilmington St	
RICHLANDS, North Carolina, 28574	Richlands, North Carolina, 28574	

Shipping Method: United Parcel Service - UPS Ground

ltems		Qty	Quoted Price	Row Total
Live Approximation of the second	REFURBISHED CF-53 Win10, Intel i5-3340M 2.70GHz Mk3 (S), 512 SSD, 8GB, WiFi, BT,Lightweight Battery, Multi-drive, Non-Touch	2 -	\$535.99	\$1,071.98
	Memory Upgrades 16GB RAM (Best)			
	Windows Upgrade/Downgrade Options Fully Functional Win11 Professional 64-bit			
	Backlit Keyboard Upgrade Bright Lit Backlit Keyboard			
	Extended Warranty Two Year Extended Warranty (Total 2 Year 6 Months)			
Comment in st contact us.	tock. Production Lead Time: 5-7 business days If you require expec	dited ship	ment, please	

Subtotal \$1,071.98

Shipping & Handling \$86.83

Grand Total \$1,158.81

We encourage you to price/availability shop, as we have the lowest prices, significantly lower than our competitors and superior availability.

Tough Rugged Laptops a Rugged Computing, Inc. Company

1251 Manassero Suite 401 Anaheim, CA 92807

If you have any questions, please call us at 800-441-9165 or visit us at www.toughruggedlaptops.com

We are <u>Authorized</u> to sell Panasonic and Getac.

	MOTOROLA SOLUT	IONS	ORIGINAL INVOICE					
	ola Solutions, Inc.		Transaction Number 8281934249	Transaction Date		Transaction Tol 16,430.67 US		
Chicago United	b IL 60661		P.O. Number NTP-31324		P.O. 1 13-M/	1	u stomer 13622750	Account No 03
Visit our	website at www.motorolasolution	is.com	Payment Terms Net Due In 30 Days			15	iyment (i-AUG-20	Due Date 024
ATTN: A 302 S W	NDS, TOWN OF ccounts Payable ILMINGTON ST NDS NC 28574				RICHL 302 S RICHL	o Address ANDS, TOWN OI WILMINGTON ST ANDS NC 28574 States	Г	
Ultimate United S Sales Or	tates PREP	ht Terms: FREIGH AID Ferm: CPT REST PORT OF IM			Accor Telep	II invoice payme intsReceivable@r hone: 800-247-23 h1(631)883-4238	notorolas	
SPECIA	LINSTRUCTIONS / COMMENTS	<u>5</u>						
Line Item #	Item Number	Description			Qty.	Unit Pric (USD)	e	Amount (USD)
1	H98UCF9PW6BN	SO Line #: 1.1 Ship Date: 16- SERIAL NUMBE			3	2,6	696.25	8,088.75
1.1	QA07577AA	ALT: BATT IMP	RES 2 LIION TIA4950 IP68 :	3100T STD	3		117.34	352.02
1.2	LSV01500010A		ESSENTIAL SERVICE : Du 0-JUL-2024 Service To: 19		3		184.00	552.00
1.3	Q667BB	ADD: ADP ONL	Y (NON-P25 CAP COMPLIA	NT) (US ONLY)	3		0.00	0.00
1.4	QA09113AB	ADD: BASELIN	E RELEASE SW		3		0.00	0.00
		1						

1000

Please detach here and return the bottom portion with your payment

		Payme	nt Coupon	
Transaction Number 8281934249	Customer Account No 1036227503	Payment Due Date 15-AUG-2024	Transaction Total 16,430.67 USD	Amount Paid
lease put your Transactio	n Number and your Customer	Account Number on your payment fo	or prompt processing.	
ICHLANDS, TOWN OF TTN: Accounts Payable D2 S WILMINGTON ST ICHLANDS NC 28574	Payment Tr	ansfer Details	Send Payments To:	
nited States	WIRE Rout ACH/EFT I SWIFT: BC	nerica, Dallas ting Transit Number: 02600959 Routing Transit Number: 11100 DFAUS3N unt No: 3756319806		e details to:

Page 1/2

MOTOROLA SOLUTIONS

Visit our website at www.motorolasolutions.com

Motorola Solutions, Inc. 500 West Monroe Chicago IL 60661 United States Federal Tax ID: 36-1115800

Item Number

QA00631AB

QA01648AA

Q58AL

Q361AR

H38BT

QA00580AC

Q806BM

Line

Item #

1.6

1.7

1.8

1.9

1.10

1.11

16,430.67 16,430.67

ONS		ORIGINAL INVOICE							
	Transaction Number 8281934249	Transaction Date 16-JUL-2024		Transaction 16,430.67					
	P.O. Number NTP-31324	_1	P.O. 1 13-M/	Date AR-2024	Customer 103622750	Account No)3			
5.COM	Payment Terms Net Due in 30 Days				Payment I 15-AUG-20				
Description			Qty.		Price SD)	Amount (USD)			
ADD: DVRS PS	UACTIVATION		3		82.50	247.50			
ADD: HW KEY	SUPPLEMENTAL DATA		3		4.50	13.50			
ADD: 3Y ESSE	NTIAL SERVICE		3		0.00	0.00			
ADD: P25 9600	BAUD TRUNKING		3		247.50	742.50			
ADD: SMARTZO	ONE OPERATION		3		990.00	2,970.00			
ADD: TDMA OF	PERATION		3		371.25	1,113.75			
ADD: ASTRO D	NGITAL CAI OPERATION		3		425.25	1,275.75			
			USD S	ubtotal		15,355.77			
			USD TO	otal Tax		1,074.90			

USD Total

USD Amount Due

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



Agenda Item X. - 1. Administrator Notes and Updates

Description:

- Black Mountain Software will be providing ongoing staff training this month as part of the transition to the new financial financial software.
- The first Dodge Durango Police Vehicle is finally operational.
- The NC Office of State Budget and Management has released the 2022 population municipal estimates. The population of Richlands is now 2,418, a 48 person increase from last year.

Review: Action Needed:



Agenda Item XI. - 1. July 2024 Police Report

Description: Attached is the Police Activity Log for the month of July 2024. **Review: Action Needed:** Receive the Police Report.

ATTACHMENTS:

Description

D July 2024 Police Activity Log

Activity Log Event Summary (Cumulative Totals)

Richlands Police Department

(07/01/2024 - 07/31/2024)

<no event="" specified="" type=""></no>	2
Alarm Activation	13
Arrest	9
Assist Citizen	28
Assist Fire	1
Assist Other RPD Officer	4
Bank Escort	2
Business Walk Through	25
Citation	399
Civil Problem	2
Cut Grass	1
DWI	4
Fingerprinting	6
Foot Patrol	2
Funeral Escort	1
Incident Report	20
Larceny	4
Lost/Stolen Property	1
Narcotic Incident	1
NOL	26
Open Door/Windows	5
Patrol Zone 2	65
Patrol Zone 4	58
Patrol Zone 6	71
Possession of Marijuana	4
Possession Of Stolen Property	1
Registration Violation	126
Seatbelt	28
Speeding	127
Supplement to report	1
Towed Vehicle	6
Vehicle Check After Shift	36
Vehicle Searches	13

Adminstration Run	37
Alcohol Violations	1
Assault	1
Assist EMS	4
Assist Other Agency	4
Attended Court	1
Business Check	1,840
Call for Service	530
Cite & Release	2
Crash	2
Domestic Dispute	4
DWLR	16
Follow up Investigation	1
Found Property/Safe Keeping	2
Hit & Run	1
Juvenile Problems	2
Lighting Violation	4
Loud Muffler	2
No Insurance	16
Open Container	3
Patrol Zone 1	62
Patrol Zone 3	62
Patrol Zone 5	63
Possession of Drug Paraphernalia	4
Possession of Meth	1
Pursuit	1
Resist, Obstruct/Delay Officer	1
Selective Traffic Enforcement	102
Stoplight/Sign	4
Suspicious Vehicle/Person/Incident	8
Unlock Car	8
Vehicle Check Before Shift	52
Vehicle Stop	441

Date: 08/01/2024 -- Time: 09:28

Activity Log Event Summary (Cumulative Totals)

Richlands Police Department

(07/01/2024 - 07/31/2024)

Verbal Warnings	129	Warning Citation	21
Warrant	2	Window Tint Violation	21

Total Number Of Events: 4,547