



TOWN OF RICHLANDS
Town Board Meeting
July 11, 2017
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. June 2017 Meeting Minutes

VI. Public Hearings

VII. Old Business

VIII. New Business

1. Small Town Main Street Annual Agreement

IX. Administrator Notes and Updates

1. Administrator Notes and Updates

X. Police Report

1. June 2017 Police Report

XI. Public Comment

XII. Board Member Concerns

XIII. Personnel

XIV. Closed Session

XV. Adjourn



TOWN OF RICHLANDS

Regular Board Meeting

Agenda Item V. - 1.
June 2017 Meeting Minutes

Description:

Review:

Attached are the minutes for the June 13, 2017 Regular Meeting of the Richlands Board of Aldermen and the June 27, 2017 Special Call Meeting.

Action Needed:

Adopt the Minutes.

ATTACHMENTS:

Description

- ☐ June 13, 2017 Meeting Minutes
- ☐ June 27, 2017 Meeting Minutes

TOWN OF RICHLANDS
NORTH CAROLINA

Office of the
Town Clerk
(910) 324-3301
(910) 324-2324 fax
townclerk@richlandscnc.gov

Mailing Address:
P.O. Box 245
Richlands, N.C. 28574



The Richlands Board of Aldermen met in regular session on Tuesday, June 13, 2017, at 6:00 pm in the board room at the Richlands Town Hall. Present for the meeting were:

Mayor McKinley D. Smith, Sr.
Alderman Paul Conner
Alderman Michael Carpenter

Alderman Tom Brown
Alderman Kandy Koonce

Also present were:

Gregg Whitehead, Town Administrator
Chief Ron Lindig, Police Department
Keith Fountain, Town Attorney

Doreen Putney, Town Clerk
Johnathan Jarman, Public Works Director

Absent: Alderman Kent Painter

There were four (4) citizens present.

I. MEETING CALLED TO ORDER:

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

II. PLEDGE OF ALLEGIANCE: Alderman Paul Conner

III. INVOCATION: Mayor McKinley Smith

IV. ADOPTION OF AGENDA:

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

A **motion** was made by Alderman Paul Conner, seconded by Alderman Tom Brown to adopt the agenda as presented. The motion was unanimously carried.

V. APPROVAL OF MINUTES (May 09, 2017 & May 23, 2017):

A **motion** was made by Alderman Kandy Koonce, seconded by Alderman Tom Brown to approve the regular board meeting minutes of May 09, 2017 and Budget Workshop of May 23, 2017. The motion was unanimously carried.

VI. PUBLIC HEARINGS

1. Public Hearing for Conditional Use Request (Onslow County Schools):

Mayor Smith opened the meeting for a scheduled public hearing on the conditional use request received from Onslow County Schools for seven (7) additional mobile classrooms to be placed at the Richlands Primary School.

With no commends from the public, Mayor Smith declared the public hearing closed.

VII. OLD BUSINESS: None

VIII. NEW BUSINESS:

1. Presentation of the Proposed Fiscal Year 2017/2018 Budget:

Mr. Whitehead presented to the Board the proposed FY 2017/2018 budget. A public hearing will need to be scheduled prior to June 30, 2017 to adopt the FY 17/18 budget.

Mr. Whitehead reported that the proposed budget is the same one that was presented the budget workshop. The total budget is \$1,341,500 which is less than the current year. There is no tax increase planned and no fund balance being used. There will be an increased in the garbage collection fee per cart, and also revised the pay scale plan. There was an increase in our health insurance premiums, however, due to employee changes, the increase actually results in a decrease in total premium. He is expecting a slight increase in property tax revenues and also in sales tax revenues. The next revaluation of property values is due in 2018.

After a brief discussion, a **motion** was made by Alderman Kandy Koonce, seconded by Alderman Tom Brown to schedule a special call meeting for Tuesday, June 27, 2017 at 6:00 pm for the purpose of holding a public hearing on the proposed FY 2017/2018 budget, adoption of the FY 2017/2018 budget and approval of any prior year budget amendments. The motion was unanimously carried.

2. Audit Contract for Fiscal Year 2016/2017:

Mr. Whitehead provided the board with the FY ending 2016/2017 audit contract from the CPA firm of Williams, Scarborough, Smith & Gray. This audit contract is not to exceed \$10,240.00.

A **motion** was made by Alderman Tom Brown, seconded by Alderman Paul Conner to approve the audit contract for fiscal year ending 2016/2017 from CPA firm, Williams, Scarborough, Smith & Gray. The motion was unanimously carried.

3. Conditional Use Request (Richlands Primary School):

Mr. Whitehead stated that now that the public hearing has been held, the Board needs to deliberate on the Conditional Use Request made by Onslow County Schools to install an additional seven (7) mobile classrooms on the campus of the Richlands Primary School.

Mr. Steve Myers, Assistant Superintendent of Auxillary Services, was present and answered questions from the Board. Mr. Myers stated that the impact of the Governor's new state legislation requiring schools to reduce class sizes, has put added stress on the school system to comply. As a result, the school will require these seven modular classrooms to meet the new statutes.

A **motion** was made by Alderman Tom Brown, seconded by Alderman Kandy Koonce to approve the conditional use request from Onslow County School to install seven (7) additional mobile classrooms at the Richlands Primary School. The motion was unanimously carried.

4. Subdivision Plan Review (Redco Properties/Bojangles Site):

Mr. Whitehead reported that Redco Properties, LLC is seeking to subdivide out the .47 acre tract from the Bojangles property, as well as to create a 20 foot sanitary sewer easement. This will require board approval. The subdivision plan has been reviewed and approved by the Richlands Planning Board. Mr. Whitehead provided the board with a map of the property.

After a brief discussion, a **motion** was made by Alderman Paul Conner, seconded by Alderman Tom Brown to approve the subdivision plan received from Redco Properties LLC to subdivide the Bojangles property. The motion was unanimously carried.

5. Lawn Mowing Agreement (Nuisance Abatement):

Mr. Whitehead presented a lawn care agreement between the town and Pittman's Lawn Care. This is a renewable agreement that will provide abatement services for vegetative nuisance violations. Mr. Johnathan Jarman went through the bidding process to find the best prices, company and created the mowing agreement. Mr. Keith Fountain, Town Attorney reviewed the agreement and commended Mr. Jarman for doing a great job.

After a brief discussion, a **motion** was made by Alderman Paul Conner, seconded by Alderman Tom Brown to approve the lawn mowing agreement between the Town and Pittman's Lawn Care. The motion was unanimously carried.

6. Venter's Park Discussion, Mrs. Sheryl Brown:

Mrs. Sheryl Brown of 118 Elizabeth St., sent in a request to address the Board in order to discuss needs and concerns at Venter's Park in Downtown Richlands. Mrs. Brown stated that during the early afternoon the playground equipment gets so hot you can barely touch it. She stated that there is no protection on the equipment and asked if the town could look into possibly installing canopies over the equipment and/or planting fast growing trees to provide shade. Mrs. Brown also reported that she has noticed some children jumping over the fence and now the fence is pushed down and bent. She added that there is a lot of debris on the other side of the street including pine cones and asked if the public works department could clean that area when they mow the park. Mrs. Brown also expressed the need for bathroom facilities in the park.

7. ONWASA Administrative Service Agreement FY 17/18:

Mr. Whitehead presented the board with the ONWASA Administrative Services agreement for FY 17/18. The agreement is the same as last year. This agreement covers the ONWASA services that the town provides for their customers.

A **motion** was made by Alderman Kandy Koonce, seconded by Alderman Tom Brown to approve the ONWASA Administrative Service Agreement for FY 17/18. The motion was unanimously carried.

IX. ADMINISTRATOR NOTES AND UPDATES:

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. Mr. Whitehead also reported on the following:

- RDR's next meeting is scheduled for Wednesday June 15, 2017 at 6:30 pm
- GovDeals electronic auction for surplus property has been held and all items but the old computers and telephone system were sold. Total sales were \$9,051.02.
- DOT informed us that they are planning to begin resurfacing Franck Street in July.
- Mr. Whitehead will be on vacation beginning July 19 thru 23, 2017.

X. POLICE REPORT:

Chief Ron Lindig presented the Police Activity Log for the month of May, 2017, which is incorporated by reference and hereby made part of these minutes.

- Will be conducting in-service training during the next few months.

XI. PUBLIC COMMENT: None

XII. BOARD MEMBER CONCERNS:

The Board welcomed Mayor Smith back.

Alderman Tom Brown stated that he wanted to share a very good article he read in the East Carolina Journal. He will forward it to the board.

XIII. PERSONNEL: None

XIV. CLOSED SESSION: None

XV. ADJOURN:

With no further business, a **motion** was made by Alderman Paul Conner, seconded by Alderman Kandy Koonce to adjourn the meeting a 6:31pm. The motion was unanimously carried.

Respectfully Submitted,

Attest:

Doreen Putney, Town Clerk

Mayor McKinley D. Smith, Sr.

TOWN OF RICHLANDS
NORTH CAROLINA

Office of the
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(910) 324-3301
(910) 324-2324 fax



Mailing Address
P.O. Box 245
Richlands, N.C.
28574

The Richlands' Board of Alderman met for a Special Call Meeting on Tuesday, June 27, 2017 at 6:00 pm at the Richlands Town Hall. The purpose of the meeting was to hold a public hearing on the proposed FY 2017/2018 budget, approve the FY 2017/2018 budget ordinance and approve existing year-end 2016/2017 budget amendments.

Present for the meeting were:

Mayor McKinley Smith
Alderman Kandy Koonce

Alderman Paul Conner
Alderman Kent Painter

Also present were:

Gregg Whitehead, Town Administrator
Trevor Normile, Duplin Times

Doreen Putney, Town Clerk

Absent: Alderman Michael Carpenter and Alderman Tom Brown

There was one (1) citizen present.

I. MEETING CALLED TO ORDER:

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

II. PUBLIC HEARINGS:

1. Proposed FY 2017/2018 Budget

Mayor Smith opened the meeting for a public hearing to hear public comment regarding the proposed FY 2017/2018 budget.

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

III. NEW BUSINESS:

1. 2016/2017 Fiscal Year Ending Budget Amendments #2 thru #6:

Gregg Whitehead, Town Administrator presented the 2016/2017 fiscal year ending budget amendments to the Board for their review.

After a brief discussion, a **motion** was made by Alderman Paul Conner, seconded by Alderman Kandy Koonce to approve FY 2016/2017 ending budget amendments #2 thru #6. The motion was unanimously carried.

2. Adoption of the FY 2017/2018 Budget Ordinance:

Mayor Smith asked the board for comments and discussion on the proposed FY 2017/2018 budget ordinance and fee schedule. Mr. Whitehead stated the ordinance represents the proposed FY 2017/2018 budget that was presented during the June 13th, 2017 meeting.

With no further discussion, a **motion** was made by Alderman Kandy Koonce, seconded by Alderman Kent Painter to approve the FY 2017/2018 budget ordinance and fee schedule as presented. The motion was unanimously carried.

VII. ADJOURN:

With no further business, a **motion** was made by Alderman Paul Conner, seconded by Alderman Kandy Koonce to adjourn the meeting at 6:09 pm. The motion was unanimously carried.

Respectfully Submitted,

ATTEST
Doreen Putney, Town Clerk

Mayor McKinley Smith



TOWN OF RICHLANDS

Regular Board Meeting

Agenda Item VIII. - 1.

Small Town Main Street Annual Agreement

Description:

2017 Small Town Main Street Annual Agreement.

Review:

Attached is the agreement that the Board needs to approve in order for the town continue in the NC Small Town Main Street Program. As required last year, both the Agreement and the Affiliate Member Sublicense Form must be approved in order to remain in good standing with the STMS program.

I will provide a review of the agreement and the new requirements at the meeting.

Action Needed:

Review the agreement and act as desired.

ATTACHMENTS:

Description

- ☐ 2017 STMS Agreement
- ☐ 2017 Affiliate Member Sublicense Form



Name of City/Town _____

2017-2018 Annual Agreement North Carolina Small Town Main Street® Designation

Designated Small Town Main Street communities (Small Town Main Street Coordinator and Town Manager) must sign this document and return to the NC Main Street & Rural Planning Center no later than July 31, 2017 to remain active in the program.

A signed document confirms that the local Small Town Main Street program has a thorough understanding of the benefits and requirements of active participation in the NC Main Street program.

Retain a signed copy for your records, and return an original, signed copy of the entire document by mail or a scanned, signed copy of the entire document by email no later than July 31, 2017, to:

To: Naomi Riley,
Coordinator, Downtown Services
NC Main Street & Rural Planning Center
4346 Mail Service Center
Raleigh, NC 27699-4346

Naomi.riley@nccommerce.com

Program Background

Nationally:

Main Street America™ has been helping revitalize older and historic commercial districts for more than 35 years. Today it is a network of more than 1,600 neighborhoods and communities, rural and urban, who share both a commitment to place and to building stronger communities through preservation-based economic development. Main Street America is a program of the nonprofit National Main Street Center, a subsidiary of the National Trust for Historic Preservation.

Main Street America™ is a movement. Main Street America has been helping revitalize older and historic commercial districts for more than 35 years. It is the leading voice for preservation-based economic development and community revitalization across the country. Made up of small towns, mid-sized communities, and urban commercial districts, Main Street America represents the broad diversity that makes this country so unique. Working together, the programs that make up the Main Street America network help to breathe new life into the places people call home.

Main Street America is a mark of distinction. It is a seal, recognizing that participating programs, organizations, and communities are part of a national movement with a proven track record for celebrating community character, preserving local history, and generating impressive economic returns. Since 1980, over 2,000 communities have been part of Main Street, bringing renewed energy and activity to America's downtowns and commercial districts, securing \$71 billion in new investment creating more than 583,000 net new jobs and rehabilitating 267,000 buildings.

Main Street America is a time-tested strategy. Main Street America communities are encouraged to make use of a time-tested approach, known as the Main Street Approach. The Main Street Approach is rooted in a commitment to broad-based community engagement, a holistic understanding of the factors that impact the quality of life in a community, and strategic focus on the core principles of downtown and neighborhood revitalization: Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization. For more information, visit www.mainstreet.org.

In North Carolina:

The NC Main Street & Rural Planning Center within the N.C. Department of Commerce, is the licensed agency that is charged with administering the Main Street program throughout the state. The Center is committed to following the program guidelines and licensing agreement as outlined by the National Main Street Center and signed by the N.C. Department of Commerce.

The N.C. Department of Commerce designates communities as a "North Carolina Small Town Main Street community". When designated, the local city or town government, and specifically the chief elected official, is notified of the designation. The city or town government determines who will administer the Small Town Main Street program at the local level and the town manager communicates that information to the N.C. Main Street & Rural Planning Center. **From time-to-time, that administration may change. If there is a change, this document outlines the steps that must be followed for a change in local administration to occur.**

Since 1980, over 111 communities have directly benefitted from the North Carolina Main Street program, bringing economic strength to North Carolina's downtown commercial districts, securing \$2.5 billion in new investment creating more than 22,000 net new jobs and rehabilitating 5,833 buildings.

Benefits for NC Small Town Main Street Communities

North Carolina Small Town Main Street communities benefit from the following:

Partnership:

- Communities selected to participate in the Small Town Main Street program become partners with the North Carolina Department of Commerce, NC Main Street & Rural Planning Center in a long-term, asset-based economic development effort that has proven to have a positive impact on investment and job creation.

- Small Town Main Street communities are limited in number and therefore receive focused and personal attention from NC Main Street staff.
- North Carolina communities are selected through a competitive process and only a few are designated; therefore, Small Town Main Street designation is an honor bestowed upon only a few special communities.
- In the first three years of a local Small Town Main Street program, the state of North Carolina invests approximately \$100,000 in on-site visits, training and technical assistance. After the initial start-up phase, the state annually invests approximately \$5,000 in each Main Street community in the form of ongoing town-specific technical assistance, and statewide and on-site training for directors and volunteers.

Training:

- Small Town Main Street communities are eligible to attend and participate in the NC Main Street Conference, NC Main Street Basic Training, Board and Committee Training, NC Main Street Directors' Meetings, Biannual Regional Meetings, and subject specific workshops.
- Designated North Carolina Small Town Main Street communities receive one free registration to the North Carolina Main Street Conference held in March.

Technical Assistance:

- The North Carolina Main Street program staff guides designated communities through a strategic planning process which helps communities create a vision, develop strategies and produce action plans so that limited resources are focused and results are magnified.
- The North Carolina Main Street staff guide participating communities through board development, volunteer development and downtown manager training.
- The North Carolina Main Street staff provide guidance and support to communities on ways to find and develop financial resources.
- Property and business owners in Main Street cities receive free building exterior design recommendations from design specialists at the UNC-Greensboro School of Interior Architecture, in collaboration with the NC Main Street & Rural Planning Center staff.
- North Carolina Main Street staff has extensive experience in organizational development and nonprofit management, historic preservation, building rehabilitation, investment tax credits, incentive programs, tourism development, marketing, image building, special event development, communications, and a range of other pertinent areas.
- The North Carolina Main Street staff is among the nation's leading authorities on downtown development with experience helping North Carolina towns with revitalization challenges.
- The North Carolina Main Street staff conducts an annual program assessment and review of each Small Town Main Street program.
- The North Carolina Main Street staff conducts an annual budget and salary analysis of Small Town Main Street programs.
- The North Carolina Main Street staff conducts an annual statistical data collection and analysis.

Network:

- North Carolina Small Town Main Street communities may use the Main Street trademarks on materials designed to promote the work of their program in collaboration with the state of North Carolina and the National Main Street Center.
- The North Carolina Main Street network possesses some of the most experienced downtown development professionals in the country.
- Small Town Main Street communities may take advantage of and participate in a special network of Main Street cities statewide and nationally, with over 1,000 communities across the nation, and 45 city, state, and regional Coordinating Programs, that participate in the Main Street program. This allows them to learn best practices, techniques and strategies for downtown development.

Funding:

- When available, Small Town Main Street communities are eligible to apply for Main Street Solutions Funds to assist small business development and the Downtown Redevelopment Funds to address slum and blighted downtown commercial buildings.
- The NC Main Street & Rural Planning Center maintains and distributes a funding guide of federal, state, corporate and foundation sources commonly used for funding downtown projects.

Resources:

- Through the North Carolina Main Street program, communities can identify resource people, consultants and specialists on topics of interest to the community.

Economic Impact:

- Since 1980 when the program began, Main Street communities in North Carolina have had over \$2.5 billion in new investment in their downtowns, a net gain of over 5,500 new businesses and a net gain of over 22,000 new jobs. This is serious economic development!
- The North Carolina Main Street staff facilitate statewide economic impact studies and collects data to determine trends in Main Street and Small Town Main Street communities.

Recognition:

- Designated North Carolina Small Town Main Street communities are eligible to receive statewide recognition through the North Carolina Small Town Main Street Awards program.
- North Carolina Small Town Main Street communities receive publicity about their programs through press releases distributed through the N.C. Department of Commerce, NC Main Street & Rural Planning Center newsletters and annual reports, Main Street presentations and the NC Main Street Center social media sites.

Requirements of Designated N.C Small Town Main Street Communities

Small Town Main Street communities are 5,000 and under in population at the time of designation.

1. Participate in all services provided to the local community by the NC Main Street & Rural Planning Center.
2. Designate a paid OR volunteer Small Town Main Street Coordinator (5 hours/week minimum) who will coordinate and facilitate the work of the program.
3. Establish broad-based support for the commercial district revitalization process, with strong support from both the public and private sectors.
 - The Main Street organization should have the active participation of various stakeholders at the committee and board levels.
 - Participants should contribute financial, in-kind, and volunteer support for the revitalization program.
 - Participants should also look for, and act on, opportunities to make connections between other programs with which they are involved and the Main Street revitalization effort so that, by doing their own work a little smarter, or in a more integrated way, other programs help further the revitalization process.
 - The program should include an ongoing process for volunteer recruitment, orientation, and recognition, constantly refreshing its pool of volunteers and involving new people each year.
 - The revitalization program has broad-based philosophical support from the community.
 - Municipal government demonstrates a philosophical commitment to commercial district revitalization.
4. Establish and maintain an active Organizational Core Team and 3-Committees (Design, Promotion and Economic Vitality) using the Main Street Four-Point Approach® and develop a comprehensive Small Town Main Street Work Plan using the Main Street Four-Point Approach®.

Main Street revitalization by nature is a community-driven process. Therefore, community members must take an active role in leading and implementing positive change. While the coordinator is responsible for facilitating the work of volunteers, this staff member is not tasked with single-handedly revitalizing the commercial district. The direct involvement of an active core team and committees are keys to success.

If a Small Town Main Street program is housed within another entity (e.g., a community development corporation), it is still important to have its own core team and committee structure.

- The core team is a working, functional team that understands its roles and responsibilities and is willing to put forth the effort to make the program succeed.
- Committee members assume responsibility for the implementation of the work plan.

- The program has a dedicated governing body, its own rules of operation, its own budget, and its own bylaws, and is empowered to carry out Main Street's mission, even if the Small Town Main Street program is a part of a larger organization.
- The core team has well-managed, regular monthly meetings, with an advance agenda and regular distribution of minutes.
- Committees have regularly scheduled monthly meetings with an advance agenda that addresses the committee work plan.

5. Establish an annual work plan/planning process for downtown.

A comprehensive annual work plan provides a detailed blueprint for the Small Town Main Street program's activities; reinforces the program's accountability both within the organization and in the broader community; and provides measurable objectives by which the program can track its progress.

- The work plan should contain a balance of activities in each of the four broad program areas that comprise the Main Street approach — Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization.
- The work plan should contain measurable objectives, including timelines, budgets, desired outcomes, and specific responsibilities.
- The work plan should be reviewed, and a new one should be developed annually.
- Ideally, the full board and committees will be involved in developing the annual work plan. At a minimum, the full board should adopt/approve the annual work plan.
- The work plan should distribute work activities and tasks to a broad range of volunteers and program participants.
- There has been significant progress in each of the four points based on the work plan submitted for the previous year.

6. Adopt and exhibit a Historic Preservation Ethic and design management program.

Historic preservation is central to the Main Street program's purpose and is what makes historic and traditional commercial districts authentic places. Historic preservation involves saving, rehabilitating, and finding new uses for existing buildings, as well as intensifying the uses of the existing buildings, through building improvement projects and policy and regulatory changes that make it easier to develop property within the commercial district.

- The program has, or is working toward putting in place, an active and effective design management program (which may include financial incentives, design assistance, regulatory relief, design review, education, and other forms of management).
- The program encourages appropriate building renovation, restoration, and rehabilitation projects.
- When faced with a potential demolition or substantial structural alteration of a significant, historic, or traditional building in the Main Street district, the program actively works to prevent the demolition or alteration, including working with appropriate partners at the state, local, or national level to attempt to stay or alter the proposed activity; developing alternative strategies for the building's use; and/or educating local leaders about the importance of retaining existing buildings and maintaining their architectural integrity.
- The program works to find creative adaptive use, financing, and physical rehabilitation solutions for preserving old buildings.

- The program recognizes the importance of planning and land-use policies that support the revitalization of existing commercial centers and works toward putting planning and land-use policies in place that make it as easy (if not easier) to develop property within the commercial district as it is outside the commercial district. Similarly, it ensures that financing, technical assistance, and other incentives are available to facilitate the process of attracting investment to the historic commercial district.
- The program builds public awareness for the commercial district's historic buildings and for good design.

7. Demonstrate an established vision for downtown and a mission that defines the role of the organization that will manage the downtown initiative.
 - The organization has an appropriate written mission statement.
 - The mission statement is reviewed annually and updated as appropriate.
 - The organization has an appropriate written vision statement for downtown that is reviewed annually and updated as appropriate. The vision statement should define the economic potential of downtown.
8. New Small Town Main Street Coordinator attendance at Main Street Orientation, held each month in Raleigh, within three months of start date (if not previously attended).
9. Small Town Main Street Coordinator attendance at Main Street Basic Training each time there is a change in management (if not previously attended).
10. Fund the local Small Town Main Street program through both public and private partnerships at a level allowing for full implementation of the program based on the Four-Point Approach® and the adopted annual work plan.

The Small Town Main Street program's budget should be adequate to achieve the program's goals. The dollar amount that is "adequate" for a program budget may vary.

 - The budget should be specifically dedicated for the purpose of revitalizing the commercial district.
 - The Small Town Main Street program's budget should contain funds adequate to cover the salary and benefits of staff if applicable; office expenses if applicable; travel; professional development; and committee activities.
 - Revenue sources are varied and broad-based, including appropriate support from the municipal government.
 - There is a strategy in place to help maintain stable funding.
 - There is a process in place for financial oversight and management.
 - Regular monthly financial reports are made by the treasurer to the board.
11. Coordinator, Town Staff Member OR Volunteer attendance at a minimum of One of Two Bi-annual Regional Meetings each year. (Held in July and October.) *It is recommended that the community attends both meetings, not just one.

12. Small Town Main Street Coordinator attendance at the annual N.C. Main Street Conference - (NCMS provides each designated STMS community with one complimentary registration).
13. Submit annual Statistical data in July and Budget information and Program Assessment Survey in January as requested to the NCMS&RP Center.
14. Maintain an annual Designated membership with the National Main Street Center at a \$350 designated level.
15. Reimbursement of NCMS&RP Center's travel expenses, when traveling to the local community, at the IRS state rate plus meals at the state per diem rate and lodging in accordance to the NC Main Street & Rural Planning Center Travel Policy.
16. Small Town Main Street Program must also sign and follow the attached National Main Street sublicense agreement and must comply with all Affiliate community **requirements**. Logos and Website language will be sent following receipt of signed agreements.

Requirements are in part from: <http://www.preservationnation.org/main-street/about-main-street/the-programs/performance-standards.html#1>

Documents Needed for a Change in Administration of the Local Small Town Main Street Program:

- The Town Council has the authority to designate another agency/entity to administer the Small Town Main Street program.
 - North Carolina Main Street Center requires:
 - A resolution from the Town Council that authorizes this change.
 - Minutes of the Town Council Meeting clearly demonstrating the majority vote.
 - Documentation demonstrating how the entity that will be administering the Small Town Main Street Program will address the items listed under the requirements section of this document.

Benefits of Membership with The National Main Street Center

Designated Main Street Member

(Required for all active, designated N.C. Main Street and Small Town Main Street communities)

As a Designated Main Street Member, your program is a recognized leader among the largest network of commercial district organizations in the world. Tap into the expertise of our large network of Main Street Programs, BIDs, CDC's, planners, local government agencies, consultants, and others to learn, research and share useful experience with each other. This guide explains the benefits of membership and how to access these tools.

We want you to get as much out of your membership as possible! Please contact us if you require any assistance with your benefits.

Your benefits include:

- Exclusive eligibility to be recognized as an [Affiliate or Accredited Main Street America program](#);
- Exclusive eligibility to enter into Licensing Agreement with the NMSC, or your Coordinating Program, to use [Main Street America™](#) name and logo.
- Eligibility to apply for the [Great American Main Street Awards](#) and other special programs;
- Access to [Main Street Weekly](#), a weekly newsletter on new trends, stories from the field, and need-to-know information for those in the commercial district revitalization field;
- [Discounts](#) on [conferences](#) and trainings produced by the National Main Street Center;
- Access to our [digital library](#) of must-read revitalization publications, including full archives of the *Main Street Now* journal;
- Free [online training](#) opportunities;
- Access to the [Main Street Listserv](#), a forum of commercial district revitalization practitioners;
- Volunteer management resources and a customizable handbook in the [Volunteer Toolkit](#);
- Fundraising tips and examples to help make your fundraising efforts more effective in the [Fundraising Toolkit](#);
- Full access to the [Main Street Solution Center](#) with sample documents, articles, reports, and more from your peers and experts in the field—all at your fingertips;
- Expand your search for the perfect candidate by posting job openings for your local program through the National Trust for Historic Preservation's online [Career Center](#). Main Street has its own section.
- Access to unique insurance products from the [National Trust Insurance Services, LLC](#).
- [Membership with the National Trust for Historic Preservation](#), which includes *Preservation* magazine
- A [voice](#) for your issues
- And much more!

Annual Dues: \$350

Information from:

<http://www.mainstreet.org/main-street/join/designated-member-benefits.html?referrer=http://www.mainstreet.org/main-street/join?referrer=https://www.google.com/>

Signature Page

1. Designated Small Main Street City/Town:
(Please Print Clearly) _____

2. Name of Local Small Town Main Street Administrating Organization:
(Please Print Clearly) _____

3. Check Which One Applies:
☐ Public (Town) Administered
☐ Private (Non-Profit) Administered
☐ Quasi Public-Private (Town/Non-Profit) Administered

4. Name of Small Town Main Street Coordinator: (Please Print Clearly)

Title: _____

Signature: _____

Date: _____

5. Name of Small Town Main Street Board Chair: (Please Print Clearly)

Signature of Board Chair: _____

Date: _____

AND

Name of Town Manager: (Please Print Clearly)

Title: (Please Print)

Signature of Town Manager:

Retain a signed copy for your records, and return an original, signed copy of the entire document by mail or a scanned, signed copy of the entire document by email no later than July 31, 2017, to:

To: Naomi Riley,
Coordinator, Downtown Services
NC Main Street & Rural Planning Center
4346 Mail Service Center
Raleigh, NC 27699-4346

Naomi.riley@nccommerce.com

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement (“Sublicense Agreement”) is entered into between _____ (“**Coordinating Program**”) and _____ (“**Sublicensee**”), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. (“NMSC”) operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Affiliate level. Sublicensee is also located within the Coordinating Program’s geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC’s name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC’s parent entity, the National Trust for Historic Preservation (“National Trust”), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the “Trademarks.”

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee’s use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the State Program and NMSC from association with high-performing Local Programs.

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Local Program Affiliate Member Sublicensing Agreement**

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Affiliate membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Affiliate Level:



As a Main Street America Affiliate™, INSERT PROGRAM NAME HERE is part of a national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development.

- ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:



- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Affiliate level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized

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presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2017, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between State Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Affiliate level with NMSC. The requirements of this membership are currently available at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

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7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the State Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Affiliate Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

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13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: _____

Address: _____

Phone: _____

Email: _____

To Sublicensee:

Name: _____

Address: _____

Phone: _____

Email: _____

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program

By: Elizabeth H. Poshorn
..... Director, NC Main Street & Rural Planning Center

Date: Tuesday, June 6, 2017

Sublicensee

By: _____
Name, Title

Date: _____



TOWN OF RICHLANDS

Regular Board Meeting

Agenda Item IX. - 1.

Administrator Notes and Updates

Description:

- The next regularly scheduled meeting of Revive Downtown Richlands is Wednesday, July 12, 6:30 PM at town hall.
- I will be attending a regional meeting of the NC Main Street Program being held on Wednesday, July 12 in Goldsboro.
- Onslow County will soon be implementing a new mass notification system called CodeRED and have invited the other municipalities to utilize the program as well. Once details of the notification system have been released I will be able to better brief the Board on this matter.
- The filing period for the 2017 elections starts on Friday, July 7 and runs to Friday, July 21.

Review:

Action Needed:

ATTACHMENTS:

Description

- ▣ CodeRED Mass Notification Services



June 23rd, 2017

Mr. Gregg Whitehead
Town Administrator
Town of Richlands
PO Box 245
Richlands, NC 28574

Dear Mr. Whitehead:

Onslow County has purchased a new community mass notification tool to replace Blackboard Connect. The new solution software is CodeRED from Emergency Communications LLC, now Onsolve. The County would like to extend an invitation to our partnering organizations to utilize the software.

CodeRED will allow each user to deliver geo-targeted, time-sensitive information via a multi-modal approach. Each organization will have a geographic area assigned for their respective communication's needs. Notifications may also be limited to ad-hoc or predefined geographical areas. Each user will be segmented and will not be able to see other user group's notifications.

Users may easily launch alerts through a variety of delivery methods including: voice, text, email, RSS feeds, CodeRED mobile app as well as several other platforms. All alerts may be sent from a single interface. Social media integration is also available and it is a per-user setting. Staff cannot post to other users' accounts.

While the product is primarily marketed as a public safety communications tool, it will be available for general citizen engagement communication as well. We are in the process of determining the channels' formatting. Regardless of the final product, citizens will be able to opt-in for alerts about particular activities such as parks and recreation events, volunteer openings and general government activities. CodeRED also supports Two-Way Messaging which allows users to send and receive real-time messages.

The County will be going live with the product no later than July 1st, 2017. We anticipate making this product available to our public partners within the County shortly thereafter, which will require a signed agreement. County ITS staff will provide training, communications' templates and best practices to our public partners utilizing the software.

In a collaborative effort, Onslow County will be bearing all costs associated with CodeRED. The County has contracted for unlimited voice minutes. We hope that this service will offer your organization an expanded platform for communicating with our citizens as well as save money.

Best Regards,



David B. Cotton
County Manager



TOWN OF RICHLANDS
Regular Board Meeting
Agenda Item X. - 1.
June 2017 Police Report

Description:

Attached is the Police Activity Log for June 2017.

Review:

Action Needed:

Receive the Police Report.

ATTACHMENTS:

Description

▣ June 2017 Police Activity Log

Activity Log Event Summary (Cumulative Totals)

Richlands Police Department

(06/01/2017 - 06/30/2017)

<No Event Type Specified>	3	911 Hang-Up	2
Accident	12	Adminstration Run	43
Alarm Activation	4	Animal Complaint	2
Arrest	16	Assault	1
Assist EMS	16	Assist Motorist	5
Assist Other Department	8	Assist Other RPD Officer	67
Background Investigations	2	Bank Deposit Escort	27
Breathalyzer Examinations	3	Business Check	3,961
Call for Service	529	Careless & Reckless	3
Child Custody Exchange	2	Citation	177
Cite & Release	5	Civil Problem	3
Communicating A Threat	1	County Assist	1
Credit Card Fraud	2	Death	1
Domestic	6	Drivers License Check Point	2
DWI	2	DWI Check Point	1
DWLR	8	Expired State Inspection	2
Expired Tags	8	Fictitious Tags	3
Fights	1	Financial Card Fraud	1
Fingerprinting	12	Fire Calls	2
Flee and Elude	1	Follow up Investigation	26
Follow up on Ordinance Violations	56	Foot Patrol	3
Found Property/Safe Keeping	1	FTO Training	2
Funeral Escort	2	Grass Clippings in street	5
Grass Violations	44	Headlights/Taillights/License Plate Lights Out	19
Hit & Run	1	Illegal Controlled Substance	3
Incident Report	29	Larceny	1
Left door Knockers for Ordinance Violations	2	Letters sent on Ordinance Violation	26
License Pick-Up	1	Lost or Stolen Property	2
Mandatory In-Service Training	6	Mileage	1
Miscellaneous Citations	2	Narcotic Incident	3
No Insurance	2	Noise Complaint	19
NOL	5	Obtaining Property By False Pretense	4
Open Cars/Found Tags/Liberty Motors	2	Open Container	3

Activity Log Event Summary (Cumulative Totals)

Richlands Police Department

(06/01/2017 - 06/30/2017)

Open Door/Windows	4	Operational Reports	37
Ordinance Violation	2	Other Drivers License Violations	1
Other Registration Violations	1	Patrol Zone 1	76
Patrol Zone 2	82	Patrol Zone 3	80
Patrol Zone 4	78	Patrol Zone 5	81
Patrol Zone 6	75	Possession of Drug Paraphernalia	9
Possession of Marijuana	8	Property Damage	3
Request Assistance	2	Residence Check	8
Resist, Obstruct/Delay Officer	4	Revoked License Plate	4
Safe Movement Violation	2	Seatbelt	35
Special Assignment/Meeting	10	Speeding	167
Stoplight/Sign	15	Supplement to report	24
Suspicious Person	7	Suspicious Vehicle	4
Tag Lights	6	Town Cut Grass	3
Traffic Control	214	Traffic Education	95
Transport to Jail	6	Unlock Car	8
Vehicle Check After Shift	91	Vehicle Check Before Shift	95
Vehicle Plate/Tag Pick-up	1	Vehicle Searches	1
Vehicle Stop	269	Verbal Warnings	116
Warrant	13	Welfare Check	3

Total Number Of Events: 6,955