

AGENDA
Snow Hill Board of Commissioners
Monday, 13 January 2014
G. Melvin Oliver Town Hall
201 N Greene Street

1. **Call to Order** *Invocation / Pledge of Allegiance*
2. **Roll Call**
3. **Consider Agenda Approval**
4. **Consider Minutes Approval** *9 December 2013*
5. **Program: NONE**
6. **Presentation(s): NONE**
7. **Report of Officers:**
 - a. **Mayor**
 - b. **Chief of Police**
 1. 2013 Report of Activity
 - c. **Town Administrator**
 1. Offer to Purchase: 111 SE Third *Action Request*
 2. Bd. of Elections Lease *Action Request*
 3. Boating Access Area Lease *Action Request*
 4. 2014 Meeting Schedule *Action Request*
 5. Inter-Local Water Supply Agreement *Action Request*
 6. Solid Waste Collection *Consent Request*
 7. Nuisance Abatement Collections *Discussion*
 8. GC EDC Appointment *Discussion*
 - d. **Town Attorney**
 1. Abandoned Vehicles Ordinance *Action Request*
8. **Report of Boards: Planning Board**
9. **Public Comments**
10. **Action Items**
 1. Consider Accepting an \$1800.00 Offer to Purchase 111 SE Third St. from Mr. Horatio Servin
 2. Consider a 12 month extension to the GC Board of Elections Lease at Current Terms
 3. Consider Approval of Boating Access Area Lease
 4. Consider Approval of 2014 Regular Meeting Schedule
 5. Consider Endorsement of Resolution for Dissolution of Inter-Local Water Supply Agreement
 6. Consider Amendment to Abandoned Vehicle Ordinance
11. **Closed Session: Personnel**
12. **Commissioner Comments**
13. **Adjourn**

Any person who has a disability requiring a reasonable accommodation to participate in this meeting should contact Town Hall prior to the meeting date. Requests for an interpreter require five (5) working days notice. Proposed agenda current as of 1-7-14

MEMORANDUM

7 January 2014

To: Mayor Liles
SH Commissioners

From: Dana Hill, TA

Re: Agenda Items

7(c)1 This is the property that was donated to the town in lieu of collecting on demolition cost of the condemned structure. After advertisement and four upset bids, the highest offer to purchase was from Mr. Horatio Servin with a bid of \$1800.00 plus all advertising and closing costs. Tax value on the property is listed as \$8790; the cost incurred by the town for demolition was \$11,000. Though the bid does not recover expenditures, I would recommend that you consider accepting the offer in order to resume tax collection on the property and avoid town staff having to maintain it. Mr. Servin plans to build a small home on the lot at some point.

7(c)2 The lease has expired on the Board of Elections building. Greene County currently pays rent of \$563 per month for approximately 3000 square feet of space (\$0.19 per sq.ft.)

7(c)3 We have received a proposed lease for the boating access area owned by NC Wildlife Resources. The SH Development Commission has placed a monument to the Snow Hill Billies on the property and would like to pursue plans to make minor improvements and install a small RV / Camping facility. The terms of the lease allow for this while still leaving maintenance of the ramp and dock to the State.

7(c)4 I have included a tentative 2014 meeting schedule, designating the second Monday monthly at 7pm. The only variation proposed would be in May, which would be held on the first Monday. I have been asked to speak at the NC Rural Water Technical Conference which coincides with the regular meeting night.

7(c)5 Snow Hill discontinued surcharge payments to Greene County in June of 2013 as outlined in the existing Inter-Local Water Supply Agreement, spurring many conversations and debate. The Water Board now acknowledges that the agreement is "ineffective" and that the entity "GC Water Board" is no longer needed. I ask that you endorse the resolution dissolving the Water Board.

7(c)6 Onslow Container Service, our contractor for solid waste collection, has been sold to Waste Industries. The contract with OCS was due to expire in June of this year, at which point I planned to ask that you allow us to solicit proposals for service. Waste Industries is asking now that we enter into a contract for services with their company. I recommend that you give consent to allow WI to continue service on a month-to-month basis and allow staff to accept proposals to ensure that we are getting the best service and price.

If you have questions or concerns about these or any agenda items, please feel free to contact me.

**MINUTES
SNOW HILL BOARD OF COMMISSIONERS
GREENE COUNTY MUSEUM
SNOW HILL, NC 28580**

- 1. Call to Order – Mayor Liles called the meeting to order at 7:00 p.m. The prayer was offered by Commissioner Hagans. The Pledge was led by Commissioner Scarborough.**
- 2. Roll Call – All present – Quorum declared**
- 3. Consider Agenda Approval – Motion to approve by Washington, seconded by Shackleford-Carried**
- 4. Consider Minutes Approval - October 14, 2013
Motion to approve by Commissioner Hagans, seconded by Commissioner Washington, Carried**
- 5. Report of Officers:**
 - a. Mayor – Mayor Liles thanked Mrs. Sharon Ginn for the use of the Museum. He welcomed everyone to the meeting.**
 - b. Clerk – Cathy Webb read the Official Election Results of the November 5, 2013 Election. (A copy is attached with the minutes)**
- 6. Unfinished Business and General Orders –**
 - a. Recognition of Commissioner Scarborough – Mayor Liles presented a Plaque of Appreciation to Commissioner Scarborough and thanked her for her service to the Town for the past 4 years.**
 - b. Comments from Commissioner Scarborough – (Copy of the speech is attached with the minutes)**
 - c. Administration of Oath of Office –
Mayor Dennis Liles was sworn in by Pamela Capps, Notary Public
Commissioners Geraldine Shackleford and Commissioner Rosa S. Wilkes were sworn in by Senator Don Davis. Commissioner Bobby Taylor was sworn in by Town Clerk, Cathy Webb.**
 - d. Comments –**

Mayor Liles – Mayor Liles said that he would continue to serve the Citizens to the best of his ability.

Commissioner Shackleford – Commissioner Shackleford thanked everyone that voted and prayed for her in the election. She said that she was looking forward for things to be better this term than before and that she wanted everyone to be together in unity.

Commissioner Taylor – Commissioner Taylor thanked everyone for their support in the past election and that he looked forward to serving another four years. He said that he enjoyed working with the former Board and that he really enjoyed being a Commissioner.

Commissioner Wilkes – Commissioner Wilkes expressed thanks to her family, and all the support that was given to her and most of all she thanked God for allowing her the opportunity to serve as Town Commissioner.

7. Public Comments – NONE

8. New Business:

- a. **Election of Mayor Pro-Tempore – A motion was made by Commissioner Shackelford, seconded by Commissioner Hagans, and carried unanimously to appoint Commissioner Washington as Mayor Pro-Tempore.**
- b. **2014 Regular Meeting Schedule – Town Administrator, Dana Hill, told the Board that the regular schedule meetings had been held on the second Monday night of the month. A motion was made by Commissioner Washington, seconded by Commissioner Shackelford, and carried unanimously to continue with the schedule as recommended by Mr. Hill.**

9. Commissioner Comments – Commission Taylor announced that the Tennis Tournament that was held by the museum was a success and thanked Mrs. Ginn for use of the museum for the meeting.


10. Remarks from Mayor Liles – Mayor Liles thanked everyone for their support in the election. He told the Board that he looked forward to working with them.

11. Adjourn – There being no further business to come before the Board, the Meeting was adjourned at 7:35 p.m. Refreshments were served.

Mayor

Clerk

Memorandum

To: Town Administrator Dana Hill
From: Police Chief J. C. Rea 
Date: January 3, 2014
Subject: 2013 Report of Activity of the Police Department

Dana,

I have compiled the statistical data for the Police Department for 2013. The statistical data will be significantly different from 2012 due to the fact that 2013 is the first year that the police department was fully staffed and handled 98% of everything that occurred in Snow Hill this past year.

The police department answered 1,698 calls for service in 2013.

The police department took 204 incident reports for the year of 2013.

The police department made 60 arrests in 2013. There were 10 additional arrests made by other law enforcement agencies based on warrants obtained by a Snow Hill Police Officer.

The police department investigated 90 traffic collisions.

The police department wrote 165 North Carolina Citations.

The police department wrote 685 Local Ordinance Tickets.

The most frequent crime that the police department had in 2013 was financial crimes. There were a great deal of embezzlements, counterfeit checks, and counterfeit money cases handled by the police department in 2013.

Snow Hill experienced numerous violent crimes in December. Arrests have been made in some of the cases. The others are still being investigated.

SNOW HILL POLICE DEPARTMENT

MONTHLY CRIME SUMMARY

1) Larceny-	3
2) Assaults-	0
3) Breaking/Entering-	3
4) Robbery-	2
5) Sex Offenses-	1
6) Homicide-	0
7) Fraud-	2

MEMORANDUM OF AGREEMENT

AGREEMENT TO REPAIR, IMPROVE, AND OPERATE A PUBLIC BOATING ACCESS FACILITY

This agreement is made and entered into this the 4th day of October, 2013, by and between the **NORTH CAROLINA WILDLIFE RESOURCES COMMISSION**, hereinafter referred to as the **COMMISSION**, and the **TOWN OF SNOW HILL**, hereinafter referred to as the **Town**.

I. PURPOSE OF THE AGREEMENT

It is mutually agreed that the COMMISSION and the TOWN will cooperate to provide free public boating access at the Snow Hill Boating Access Area facility located at 801 Mill Street, Snow Hill NC with access to Contentnea Creek.

II. RESPONSIBILITIES

A. The COMMISSION agrees to:

1. Allow the Town to install utility improvements necessary to manage an overnight boating and camping facility within the area designated on Exhibit A.
2. Be responsible for all future repairs and improvements to the boat landing including docks, driveway, boating parking and ramps.
3. Operate the boating access portion of the facilities as an official COMMISSION access area.

B. The TOWN agrees to:

1. Provide routine maintenance in a serviceable condition on the entire site including regular mowing and litter removal.
2. Provide free public boating access including vehicle and trailer parking, open 24 hours a day 7 days a week with no closure of the site, except for repair and improvements or emergency situations.

3. Provide all and any necessary infrastructure associated with any up-fit capital costs and maintenance costs associated with the campground.
4. Operate the boating access portion of the facilities as an official COMMISSION access area.

III. TERMINATION

It is mutually agreed that either party may terminate its involvement in this agreement by written notice to the other at least 120 days in advance of the date on which termination is to become effective. At said time of termination, the TOWN will, at the COMMISSION'S request, remove all TOWN improvements to the site.

IV. TERM OF AGREEMENT

This agreement shall become effective upon full execution and shall continue in effect for a period equal to 10 years.

IN TESTIMONY WHEREOF, this Cooperative Agreement has been executed by the parties hereto, in duplicate originals, as of the date first above written.

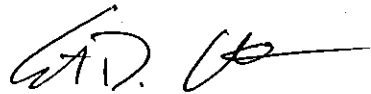
Town of Snow Hill

Dennis Liles, Town Mayor

ATTEST

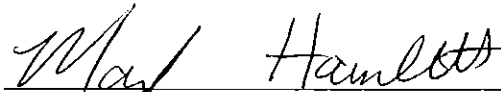
Dana Hill, Town Administrator

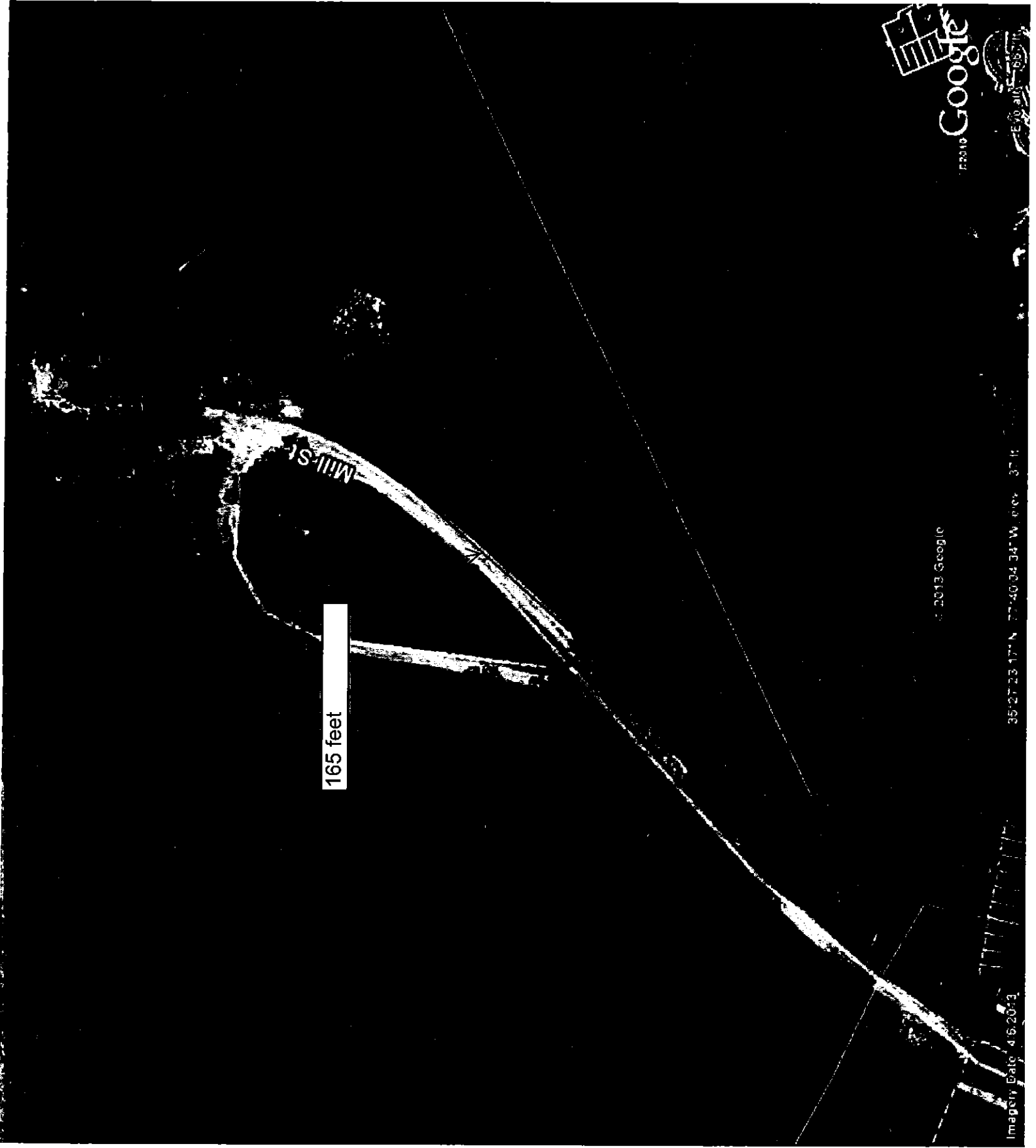
NORTH CAROLINA WILDLIFE RESOURCES
COMMISSION

 10/7/13

Erik Christofferson, Chief
Division of Engineering and Lands Management

ATTEST

 10/7/2013
Mark Hamlett, Section Chief
Division of Engineering and Lands Management



© 2013 Google

35°27'23.17"N 77°40'34.34"W, Nov. 3, 2013

Imagery Date: 4/6/2013

Town of Snow Hill Board of Commissioners 2014 Scheduled Meeting Dates

7:00 p.m.
January 13, 2014
February 10, 2014
March 10, 2014
April 14, 2014
*May 5, 2014
June 9, 2014
July 14, 2014
August 11, 2014
September 8, 2014
October 13, 2014
November 10, 2014
December 8, 2014

All meetings will be held at Snow Hill Town Hall, 201 N. Greene Street, unless otherwise announced.

Commissioners
Bennie Heath – Chairman
Denny Garner – Vice Chairman
Jack Edmondson
Jerry Jones
James T. Shackelford, Jr.

County Manager
Richard Hicks

Finance Officer
Sandy Barss



GREENE COUNTY

A Place To Grow. The Way To Live.

Home of the North Carolina Sweet Potato Festival

December 12, 2013

Mr. Dana Hill, Water Board Representative
Town of Snow Hill
201 N. Greene Street
Snow Hill, 28580

Subject: Greene County Water Board's
Recommendation for Dissolution of
"Inter-Local Agreement For Water
Supply and Distribution" dated March
16, 2005
Greene County Water Systems

Gentlemen:

On December 11, 2013 the Greene County Water Board voted to recommend the dissolution of the "Inter-Local Agreement For Water Supply and Distribution" agreement dated March 16, 2005 (hereinafter referred to as "Agreement"). This "Agreement" which was entered into by all public water entities within Greene County with the only exception being Jason/Shine Water Corporations, formally established the Greene County Water Board and provides the basis for "Surcharge" payments and the expenditure thereof for alternative water.

Hookerton and Snow Hill both have their own water supply and no longer desire to participate in payment of "Surcharges" associated with alternative water supply. Under these circumstances, the Water Board feels it can no longer function in an effective manner.

The Water Board recommends that each entity to the "Agreement" consider the enclosed "Resolution Recommendation For Dissolution of Inter-Local Agreement For Water Supply and Distribution" and if the respective governing body supports the resolution, have said resolution formally approved and submit back to myself prior to January 31, 2014. If the respective governing body does not support the resolution, please provide a recommended alternative solution.

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.co.greene.nc.us

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

Please note, that in accordance with this recommendation, the "Surcharge" and "Alternative Water Supply Fund" will remain in effect at the discretion of the Greene County Board of Commissioners. Also any entity with their own water supply desiring to purchase water from the county either for daily or emergency purposes, will be allowed to do so under a specific agreement to be developed between that entity and the county, said agreement to take into consideration equitable terms for all water customers in Greene County along with the merits and facilities of the respective entity.

Either/or both myself and McDavid Associates representatives will be glad to meet with your governing body to answer questions upon request. Please advise as we may further assist.

Sincerely,



David Jones
Chairman
Greene County Water Board

dj

cc: Richard N. Hicks
County Manager

cc: Bennie Heath
Chairman, Greene County Board of Commissioners

cc: Albert V. Lewis, Jr.
County Engineer

cc: Borden Parker
County Attorney

cc: Mr. Dennis Liles
Mayor

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RESOLUTION NO. _____
RECOMMENDATION FOR DISSOLUTION
OF
INTER-LOCAL AGREEMENT FOR WATER SUPPLY AND DISTRIBUTION

(Name of Governing Body)

(Date)

- WHEREAS, Prior to August 1, 2008 all public water supply purveyors within the County of Greene derived 100% of their water supply from ground water, specifically defined Cretaceous Era Aquifers; and
- WHEREAS, The State of North Carolina recognized that certain defined Cretaceous Era Aquifers were being depleted in eastern North Carolina; and
- WHEREAS, On August 1, 2002, the State of North Carolina established the Central Coastal Plains Capacity Use Area encompassing fifteen counties (included Greene County) for the purpose of long term regulation of the withdrawal of ground water; and
- WHEREAS, Greene County contracted with Greenville Utilities Commission for an alternative water supply for a period of forty (40) years beginning August 1, 2008; and
- WHEREAS, Greene County water purveyors believed it was in their best interest and in the best interest of the citizens of Greene County to have the County of Greene construct the related alternative water supply improvements and administer the alternative water supply on behalf of all water customers in Greene County; and
- WHEREAS, An Agreement titled "Inter-Local Agreement For Water Supply and Distribution", (hereinafter referred to as the "Agreement"), was entered into on March 16, 2005 by and between, Arba Water Corporation, The County of Greene, Lizzie Water Corporation, Maury Water Association, Ormondsville Water Corporation, South Greene Water Corporation, The Town of Hookerton, The Town of Snow Hill and The Town of Walstonburg (hereinafter referred to as "party", "parties", "entity" or "entities") (Jason/Shine did not execute "Agreement"); and
- WHEREAS, The referenced "Agreement" formally created the "Greene County Water Board" (hereinafter referred to as "Water Board") and charged the "Water Board" with the responsibility of making recommendations to the Greene County Commissioners as related to all aspects of the alternative water supply and the transmission and distribution thereof; and
- WHEREAS, The referenced "Agreement" acknowledged their approval of and consent to the contract entered into between Greene County and the Greenville Utilities Commission and further designated the Greene County Commissioners to negotiate and contract on behalf of all "entities" as may be necessary to carry out the terms of the contract; and
- WHEREAS, The "Agreement" established an "Alternative Water Fund" to be maintained by Greene County, said fund to assist in the payment of the capital cost of the alternative water supply; and

WHEREAS, Each "entity" agreed to pay the County of Greene a monthly alternative water fee as outlined in Appendix A to the "Agreement" hereinafter referred to as a "Surcharge"; and

WHEREAS, The Appendix A attached to the "Agreement" scheduled payments for years 2004 through 2012; and

WHEREAS, The Town of Hookerton stopped payment of "Surcharge" payments as of December, 2012 and the Town of Snow Hill stopped payment of "Surcharge" payments as of June, 2013; and

WHEREAS, The County of Greene's current debt service obligations for alternative water supply extend beyond the year 2050; and

WHEREAS, The stopping of "Surcharge" payments by the Town of Hookerton and the Town of Snow Hill creates a fragmented or divided "Water Board", said fragmentation rendering the "Water Board" ineffective; and

WHEREAS, Legal enforcement of the "Agreement" is considered problematic.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF _____ OF
(Commissioners or Directors)

(Governing Body)

This governing body recommends to the Greene County Commissioners that the "Inter-Local Agreement For Water Supply and Distribution" be recognized as ineffective and that the "Agreement" be dissolved which would formally eliminate the functionality of the Water Board; and

That the "Alternative Water Fund" be maintained by the County of Greene until all alternative water related debt has been fully satisfied, said "Alternative Water Fund" to retain all assets generated by "Surcharge" monies and other designated alternative water supply excess funds related to construction phases; and

That the County of Greene continue to bill and collect identified "Surcharges" from water customers in sufficient amounts to satisfy or offset alternative water supply related capital project debt payments; and

That said "Alternative Water Fund" continue to be used in the future for the purpose of collecting and consolidating all future "Surcharge" monies, said monies to be used exclusively (restricted) for payment of alternative water related debt service, major repair, future alternative water supply phase debt service, etc.; and

That the "Alternative Water Fund" be operated in its entirety at the discretion of the Greene County Commissioners; and

That Greene County Commissioners enter into separate joint or individual agreements with other Greene County water purveyors whom desire continuous or emergency water supply from the County with equitable terms for all water customers in Greene County taking into consideration the merits and facilities of the respective purveyor.

Adopted this the ____ day of _____, 20__.

(Signature of Chief Official Officer)

(Title of Chief Official Officer, Chairman, Mayor, etc.)

(Governing Body)

(SEAL)

ATTEST:

(Signature of Clerk to Board or Secretary)

(Name of Clerk to Board or Secretary)

(Title)

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF
THE TOWN OF SNOW HILL AMENDING CHAPTER 90 OF THE TOWN CODE OF
ORDINANCES ENTITLED ABANDONED VEHICLES**

WHEREAS, Chapter 90 of the Town of Snow Hill Code of Ordinances regulates junked vehicles within the Town of Snow Hill; and

WHEREAS, a vehicle that does not display a current license plate, is more than five (5) years old, and appears to be worth less than one hundred dollars (\$100) is a "junked vehicle" per the current Town Ordinance; and

WHEREAS, North Carolina General Statutes 160A-303 and 303.2 permit municipalities to increase this dollar threshold to five hundred dollars (\$500); and

WHEREAS, to provide additional flexibility in the regulation and removal of junked vehicles within the Town of Snow Hill, it is the desire of the Town Board to increase this dollar threshold to five hundred dollars (\$500);

NOW, THEREFORE, BE IT ORDAINED that Section 90-2(d)(3) of the Town of Snow Hill Code of Ordinances is hereby amended to read as follows:

90-2(d) Junked Motor Vehicle.

- (3) Is more than five (5) years old and appears to be worth less than five hundred dollars (\$500).

SECTION 2:

All ordinances in conflict with this ordinance are hereby superseded and this ordinance shall control.

SECTION 3:

That this ordinance shall become effective immediately upon its adoption.

DULY ADOPTED, this ____ day of _____, 2013.

TOWN OF SNOW HILL

Dennis Liles, Mayor

ATTEST:

Town Clerk
(SEAL)