

MINUTES
SNOW HILL BOARD OF COMMISSIONERS REGULAR MEETING
THURSDAY, JANUARY 27, 2011
SNOW HILL TOWN HALL
201 NORTH GREENE STREET, SNOW HILL, NORTH CAROLINA 28580

1. **Call to Order** - Mayor Liles called the meeting to order at 6:30 p.m. The Prayer was offered by Commissioner Scarborough. The Pledge was led by Commissioner Taylor.
2. **Roll Call** - The roll was called by Cathy Webb. All members were present except for Commissioner Shackelford, who was absent due to sickness of one of her children. A quorum was declared.
3. **Consider Agenda Approval** - A motion was made by Commissioner Scarborough, seconded by Commissioner O'Brien and carried unanimously to approve the agenda.
4. **Town Administrator-Review of Town Goals** –Mr. Hill asked for the members of The Greene Improvement Association to introduce themselves. Present were: Joan, Atkinson, Perry Baker, Joyce Paige, and Scessor Supel. Mr. Hill explained, that after talking with some members of the Greene Improvement Association, the Town Board, and some citizens of the community, that he felt that we would all agree that the process that we started into reviewing and to begin to negotiate the agreement for the operation of the community center really should have been a small task and has turned in to much more than it should have been. He believes that a lot of this has come from misunderstanding, lack of communication, and he felt like it was worth the time to come together as a group and layout what the Town objectives are and he thinks they are the same as they were in the beginning. He had conversation with the past mayors and he thinks that the whole plan when they entered into this project 2 years ago with the current operating agreement and with every intention of coming back in 12-24 months and reviewing that operating agreement and making adjustments if necessary. He said that he thought there had been too much time spent on the past and none of that makes any difference any more. He said that his thoughts were that we had ended up with a very divided community, because of lack of communication, and that he would take responsibility for some of it. He said that when the process of the Task Force was started that he could tell that there was a lot of animosity or hard feelings and misunderstanding so the whole idea of the Task Force came into play.. He met with the Association Board and the Town Board and explained that he thought that he should bring every aspect of the community to the table as we talked about this process. He said that he thought that that went to a well intended process to what it is today. He thinks it got completely out of hand. He feels like if we could start fresh.

He outlined what the Town wants to look at-not that anything is done wrong- but maybe things could be done better and to make sure we were going in the right direction. He said that the PARTF Grant is almost complete-he expects to close that grant out next week. He said there had been some accomplishments-swing sets, playground equipment. He said that the top priority of the Town Board, no matter who operates the center, that the rates be set so that the operating cost will be covered. He believes that in looking at day to day operations, he thinks this was being done. The next thing the Board would like to see is that monies are being put into a contingency fund for future repairs and upkeep. He said that the Association had some ideas on how to do this. The Board would also like to see some fairly regular financial reports just to ensure that operating cost are being met and that contingency funds are being built. He also said that a marketing program would be good.

Commissioner O'Brien asked if a calendar of events could be posted on the Web page. Ms. Atkinson said that the previous agreement stated that it would be the responsibility of the Town to put this information on the web-site. Commissioner Whitson said that the Town could not do this if the information was not reported to us. She said that the information had not been posted in the last couple of years and she did not know who was suppose to be doing it. Mr. Whitson said that there was nothing in the agreement about the reporting of financials, scheduling, activities. to the Board in a timely manner. Ms. Atkinson said that as long as the information wanted is given to them in writing, they would be glad to supply it. Ms. Atkinson said that she did not see a big difference in the operating agreements. Commissioner Whitson said that the draft of the operating agreement states that events would be scheduled through the town was a major change.

Commissioner Scarborough stated that when she first came on the Board, that She tried to familiarize herself with the leases, operating agreements, etc. One of the complaints that she has received was that sometimes it is very difficult sometimes to reach Ms. Shackelford-Ms. Atkinson concerning renting the facility- She thinks that that might be a function that the Town Staff could handle because there is someone in the office from Monday-Friday from 8-5. She said that if people called Ms. Shackelford or Ms. Atkinson that they could call the Town Office in the morning and check the availability of the Center. She said that people felt that their reservation were being bumped and they were called on a short notice and told they could not use the facility. She also said there was a question as to who was non-profit and who was not and also some churches paying fees and some not. She said that she would like to see a partnership with the Town in scheduling and maybe this would alleviate some of the problems. Ms. Atkinson asked if the Town would do the scheduling are you saying that you could do a much better job. Ms. Atkinson asked who would do the opening/closing. Commissioner Scarborough said that a master calendar could be kept at the Town Office. Ms. Atkinson said that it would be a good idea to have a master calendar-because with more than one person

renting, everyone would need to know what is being scheduled. Commissioner Whitson stated that the Board had asked the Town Administrator to check with other towns and see how they handled the day-to-day operations of their community centers. Mr. Hill said that he contacted several towns-Grifton, Farmville, Jones County, and the Greene County Senior Center and all of these are county operated because they are not a partnership with a non-profit organization. Mr. Hill said that Greene Improvement Association was more than capable of scheduling, but he thought that people should have an option of scheduling through the Town Hall because someone from out of town would not know how to contact Ms. Shackelford. Ms. Paige asked that instead of the two options that we have, contacting Ms. Shackelford or Ms. Atkinson, that we would have a third entity which would be the town. Mr. Hill said that this might be worth considering. Commissioner Scarborough said that they may find this would work very well for the Town to do the scheduling. Mr. Hill said that this goes back to his opening comment-there would have to be an open line of communication with all involved.

Mr. Baker said that there was an ongoing perception that the Town wanted to take over the center. If that be the case, they really do not have a problem with it. He said that he would like to try to come to an agreement. He said that people were coming to him and saying the community center is no longer within the black neighborhood or the black control-he said that was going to be an issue. Commissioner Taylor said that it was never the intention of the Board to take over the building-end of discussion. Commissioner Taylor said that he agreed with Ms. Atkinson-the only thing different in the agreement was the scheduling. He said that the only thing they were adding is some management help. He also said that he had some calls asking who to call for rental of the building and that he, being a Commissioner, did not even know who to send them to.

Commissioner Taylor said that the fee schedule should be put on the website, and that he had no problem with the Association continuing to operate the Center-just a few things, verbage, etc. needed to be clarified. Ms. Atkinson was talking about the word "shall" -that needs to be changed -says right now not maybe. Attorney Pridgen said that the intent means the items listed a-g are clear expectations of this document and the second paragraph are expectations of the Town as well.

Commissioners Scarborough asked to address a comment made by Mr. Baker. He was talking about the perception of who had control of the building. She said that she thought it was an equal perception that the Town had the liability and that the Town had to have a plan in case of a disaster/emergency. Ms. Atkinson said that she had heard that in the previous agreement that the Greene Improvement Assoc. would be given the same contingency money that the Museum was given each year. Attorney Pridgen said that he does not remember anything about this. Ms. Atkinson said she heard the conversation about the roof-and that they had insurance but it might not be enough. She said that they knew that they were obligated to have it. She said in the 37 years they had never had any major problems occur but they did have major problems when the building was renovated. Commissioner Scarborough said that we had to be prepared for

these things. Commissioner Taylor said that if the museum got the money, that he agreed the center should get it, but that agreement had expired and a new agreement may be different-what they promised now would be what they would do. Ms. Paige asked about the amounts not used by the Association being deposited by the Town. Ms. Paige asked if all amounts were given to the Town to deposit, if the Association needed something, where would they get the money from-go to the Town or what? Mr. Hill said this may mean just cleaning up the verbage on the agreement. He said that the surcharge on the rentals could be applied to the contingency account-not every dollar they had. He said that he would discuss with the Town Board about the possibility of putting some money in the contingency fund for the center.

Commissioner Whitson said that he had not said anything about what he heard-He talked about what he had read. He said he had read a lease agreement and a contract that expired January 1, 2011. The contract was ambiguous. It did not protect the Association and it did not protect the Town. He said that they hoped to do a better job going forward. He said that going forward they were going to protect the Association, the Town, and the taxpayers. Ms. Atkinson asked, when at the end, with this contingency money that is in place and the lease is finished, what would happen to any left over monies? Attorney Pridgen said that, his recommendation was, any contingency monies that were left over, as long as the Town was leasing the building, would be left in the contingency fund Commissioner Scarborough commented that the agreement would be for whomever they decided to partner with, if the Association decided not to continue to operate the Center. She did not want the Association to think that this is just something that the Town was asking them to do. She said that they were looking for a good legal document that would protect all parties involved.

Mr. Hill said that that he thought what he wanted accomplished and been done and that we needed to move forward. Ms. Atkinson asked about the hold harmless clause in the draft agreement. Attorney Pridgen explained that this was in the original agreement and what it means is that if the Association were to have any act or omission that results from the liability of the community center that they would hold the Town harmless. Basically the Association would pay any claim in the line of duty of operating the facility. He also said that he did not know what kind of insurance that the Association or the Town had, but that they needed to be well protected. Commissioner Taylor asked if the umbrella policy that the town had would cover the center. Attorney Pridgen said that this needed to be looked at and make sure what the Town actually has on the building.

Ms. Atkinson asked if both the Association and the Town needed to have insurance on the building. Attorney Pridgen said both parties do and they would have to be under a separate policy. Ms. Atkinson asked Attorney Pridgen to go over items 9 & 10-Default by Association and Default by Town. He talked about default by either party. He said that these two paragraphs did not have to be in the agreement if everyone thought they were not needed.

Mr. Hill said that the Town Board had approved a Task Force and the next step would be for this group to meet. He asked if two of the members of the Association would be willing to sit on the Task Force. He would like for the

Task Force to meet a couple of times and bring back a recommendation to the Board. He asked if two of them would be willing. Ms. Atkinson said that they would get back with him. Ms. Paige said they she believed that they were already outnumbered. Mr. Hill said that he did not even envision a vote on the Task Force-and that he would really appreciate their participation. Commissioner Whitson reiterated that he would very much like for the Association to participate. Mayor Liles said that he hoped they would Participate in this Task Force.

A motion was made by Commissioner Whitson, seconded by Commissioner Scarborough, and carried unanimously to adjourn. The meeting adjourned At 7:35 p.m.

Mayor

Clerk