



**AGENDA**  
**SNOW HILL BOARD OF COMMISSIONERS**

Monday, 13 December 2021, 6 p.m.  
190 Carolina Drive., Snow Hill N.C.  
City Club

**Call to Order:** Mayor Dennis Liles  
**Invocation:** Mayor Liles will ask a Board Member to give the invocation  
**Pledge of Allegiance:** Mayor Dennis Liles

**I. Approval of Agenda**

**II. Public Comments (NCGS § 160A-81-1)** *Please state your name, topic you will be speaking, and your three (3) minutes will begin.*

**III. Ceremony: Oaths of Office**

**A. Town Clerk**

1. Report of 2021 Election Results

**B. Administration of Oath of Office**

a. Mayor – Elect Dennis K. Liles	-	Attorney Bryan Radford
b. Commissioner – Elect Faye Daniels		Sen. Don Davis / Mayor Liles
c. Geraldine Shackelford	-	Sen. Don Davis / Laquita Davis
d. Rosa Wilkes		Sen. Don Davis / Laquita Davis

**C. Comments**

Mayor Liles  
Commissioner Daniels  
Commissioner Shackelford  
Commissioner Wilkes

**IV. Presentation: Mayor Liles**

Recognition of Service: Comments by Mayor and Commissioners

a. Bobby Taylor  
b. Gerald Beaman

**V. Public Hearing:** Consideration to combine Planning Board and Board of Adjustment

**VI. Consent Agenda:**

- A. Consider Approval of Minutes 8 November 2021
- B. Consider approval of filing a declaratory judgment and injunctive relief civil action against Devin Lee Hodges relating to property within the Westover Development
- C. Consider approval of Budget Ordinance Amendment Fund Balance Appropriation Employee Christmas Bonus \$3,000.00

**VII. Action Items:**

- A. Budget Ordinance Amendment Powell Bill Fund Balance: Approval NCDOT Invoice for Transportation Improvement Project on US 13 - \$17,290.79
- B. Precision Graphics Performance Agreement – Public Hearing December 20, 2021 at Snow Hill Town Hall
- C. Election of Mayor Pro Tempore
  - i. Oath of Office

Laquita Davis, Town Clerk

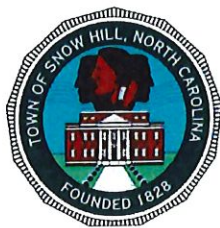
**VIII. Monthly Reports:**

- A. Police Report
- B. Public Works
- C. Financial Statements

**IX. Comments from Mayor and Board**

**X. Adjournment**

*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 13 December 2021.*



**To:** Mayor and Board Members  
**From:** Todd Whaley  
**Date:** 13 December 2021

**REF:** Item III; A, B & C - Ceremony: Oaths of Office

**Background:**

Our continued tradition regarding Oath of Office will take place the same as it has in the past. We will be setting up the City Club the morning of the 13<sup>th</sup> to accommodate guest, employees, and Infinity Link. We will begin with the report of 2021 election results presented by our Town Clerk Laquita Davis. Beginning with the Mayor we will have each elected official sworn in. I will have the copies of the swearing in procedures for all parties involved. Lastly, I will ask that each commissioner if willing; to have a few comments regarding their intentions and willingness to serve on our Town Board.

I would ask to hold all pictures until after the meeting so we can expedite the process.

**Recommendation: No Motion Required**

**Now Therefore Be It Resolved,**

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

Vote: Yes \_\_\_\_\_ No \_\_\_\_\_

Unanimous: \_\_\_\_\_

# November 02, 2021 Municipal Election Results by Contest

Wednesday, November 8, 2021  
Page 1 of 1

Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
TOWN OF SNOW HILL MAYOR	Dennis Liles		390	138	122	128	2
	Faye E. Daniels		240	36	79	123	2
TOWN OF SNOW HILL TOWN COMMISSIONER	Michael U. Rhodes		165	110	47	8	0
	Geraldine (Pat) Shackleford		272	49	87	134	2
	Robert L. (Bobby) Taylor, Jr.		164	92	51	21	0
	Salvador A. Tinoco		84	61	22	1	0
	Rosa S. Wilkes		239	43	85	109	2



### OATH OF OFFICE

I, \_\_\_\_\_, do solemnly and sincerely swear (or affirm) that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; and that I will faithfully discharge the duties of my office as a commissioner for the Town of Snow Hill, so help me God.

I, \_\_\_\_\_, do solemnly and sincerely swear (or affirm)

that I will support the Constitution and laws of the United States;

that I will be faithful and bear true allegiance to the State of North Carolina,

and to the constitutional powers and authorities which are or may be established for the government thereof;

that I will endeavor to support, maintain and defend the Constitution

and laws of said State,

not inconsistent with the Constitution of the United States,

to the best of my knowledge and ability;

and that I will faithfully discharge the duties of my office as a commissioner for the Town of Snow Hill, so help me God.

MAYOR  
DENNIS K. LILES  
MAYOR PRO-TEM  
ROBERT L. (BOBBY) TAYLOR, JR.  
COMMISSIONERS  
DIANNE J. ANDREWS  
GERALDINE E. SHACKLEFORD  
LORRINE B. WASHINGTON  
ROSA S. WILKES



TOWN MANAGER  
TODD WHALEY  
FINANCE OFFICER  
OMA BEA LOCKAMY  
TOWN CLERK  
LAQUITA DAVIS  
CHIEF OF POLICE  
GORDON HOBBS

### Memorandum for Record

In accordance with Article VI, Section 7 of the North Carolina Constitution, the following oath was administered:

"I, Dennis K. Liles, do solemnly affirm that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of the North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Snow Hill Commissioner, so help me God."

The above oath of office was administered by Bryan Radford,  
December 2021.

on this 13<sup>th</sup> day of

Signatures:

Laquita M. Davis  
Laquita M Davis  
Title: Town Clerk

12/13/21  
Date

Dennis K. Liles  
Dennis K. Liles

12/13/21  
Date



MAYOR  
DENNIS K. LILES  
MAYOR PRO-TEM  
ROBERT L. (BOBBY) TAYLOR, JR.  
COMMISSIONERS  
DIANNE J. ANDREWS  
GERALDINE E. SHACKLEFORD  
LORRINE B. WASHINGTON  
ROSA S. WILKES



TOWN MANAGER  
TODD WHALEY  
FINANCE OFFICER  
OMA BEA LOCKAMY  
TOWN CLERK  
LAQUITA DAVIS  
CHIEF OF POLICE  
GORDON HOBBS

### Memorandum for Record

In accordance with Article VI, Section 7 of the North Carolina Constitution, the following oath was administered:

"I, Faye Daniels, do solemnly affirm that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of the North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Snow Hill Commissioner, so help me God."

The above oath of office was administered by Senator Don Davis, on this 13<sup>th</sup> day of December 2021.

Signatures:

Laquita M. Davis  
Laquita M Davis  
Title: Town Clerk

12/13/21  
Date

Faye Daniels  
Faye Daniels

12-14-2021  
Date

MAYOR  
DENNIS K. LILES  
MAYOR PRO-TEM  
ROBERT L. (BOBBY) TAYLOR, JR.  
COMMISSIONERS  
DIANNE J. ANDREWS  
GERALDINE E. SHACKLEFORD  
LORRINE B. WASHINGTON  
ROSA S. WILKES



TOWN MANAGER  
TODD WHALEY  
FINANCE OFFICER  
OMA BEA LOCKAMY  
TOWN CLERK  
LAQUITA DAVIS  
CHIEF OF POLICE  
GORDON HOBBS

### Memorandum for Record

In accordance with Article VI, Section 7 of the North Carolina Constitution, the following oath was administered:

"I, Geraldine Shackelford, do solemnly affirm that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of the North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Snow Hill Commissioner, so help me God."

The above oath of office was administered by Senator Don Davis,  
of December 2021.

on this 13<sup>th</sup> day

Signatures:

Laquita M. Davis  
Laquita M Davis  
Title: Town Clerk

12/16/21  
Date

Geraldine Shackelford  
Geraldine Shackelford

12-16-2021  
Date





**To:** Mayor and Board Members  
**From:** Todd Whaley  
**Date:** 13 December 2021

**REF: IV Presentation: Mayor Liles** – Recognition of Service: Comments by Mayor and Commissioners

**Background:**

Mayor Pro-Tem Bobby Taylor will be presented a plaque for years of service on the Town Board. Gerald Beaman will be presented a plaque for retirement / years of service employed with the Town of Snow Hill . Each item will be presented by Mayor Liles.

**Recommendation: (Motion Required)**

**Now Therefore Be It Resolved,**

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

Vote: Yes \_\_\_\_\_ No \_\_\_\_\_

Unanimous: \_\_\_\_\_

MAYOR  
DENNIS K. LILES  
MAYOR PRO-TEM  
ROBERT L. (BOBBY) TAYLOR, JR.  
COMMISSIONERS  
DIANNE J. ANDREWS  
GERALDINE E. SHACKLEFORD  
LORRINE B. WASHINGTON  
ROSA S. WILKES



TOWN MANAGER  
TODD WHALEY  
FINANCE OFFICER  
OMA BEA LOCKAMY  
TOWN CLERK  
LAQUITA DAVIS  
CHIEF OF POLICE  
GORDON HOBBS

### Memorandum for Record

In accordance with Article VI, Section 7 of the North Carolina Constitution, the following oath was administered:

"I, Rosa Wilkes, do solemnly affirm that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of the North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Snow Hill Commissioner, so help me God."

The above oath of office was administered by Senator Don Davis, Town Clerk, on this 13<sup>th</sup> day of December 2021.

Signatures:

Laquita M. Davis  
Laquita M Davis  
Title: Town Clerk

12/14/21  
Date

Rosa Wilkes  
Rosa Wilkes

12/14/21  
Date



**To:** Mayor and Board Members  
**From:** Todd Whaley  
**Date:** 13 December 2021

**REF:** Item V – Public Hearing

**Background:**

At this time we will hold a public hearing for consideration to combine planning board and board of adjustment. I have not heard from anyone requesting to attend. The floor will open and if no one is present the floor will close immediately. There is no set time the floor must remain open.

**Recommendation: (Motion Required)** – Make a motion to open the floor for public hearing for consideration to combine planning board and board of adjustment.

**Now Therefore Be It Resolved,** the floor is open for public hearing for consideration to combine planning board and board of adjustment.

Moved: DA Second: LW

Vote: Yes / No \_\_\_\_\_

Unanimous: /

**Now Therefore Be It Resolved,** the floor is closed for public hearing for consideration to combine planning board and board of adjustment.

Close: LW Second: DA



**To:** Mayor and Board Members

**From:** Todd Whaley

**Date:** 13 December 2021

**REF:** Item VI – Consent Agenda

**Background:**

- A. Approval of 8 November Minutes
- B. Consider approval of filing a declaratory judgment and injunctive relief civil action against Devin Lee Hodges relating to property within the Westover Development. Each Board member was contacted prior to signing of the documents. This is a formality to ensure it has been documented regarding the declaratory judgment and injunctive civil action against Devin Lee Hodges. If there is any further requested information please contact me directly.
- C. Budget Ordinance Amendment Fund Balance Appropriation for Employee Christmas Bonus \$3,000.00. This money was not budgeted; however if/when ARPA funds are available this should be an eligible expenditure for reimbursement.

**Recommendation: (Motion Required)** It is my recommendation to approve Consent Agenda

**Now Therefore Be It Resolved,** The Town of Snow Hill Board of Commissioners approves Consent Agenda.

Moved: DA Second: RW

Vote: Yes / No       

Unanimous: /



MINUTES  
SNOW HILL BOARD OF COMMISSIONERS

Monday, 8 November 2021, 6 p.m.

*G. Melvin Oliver Town Hall*

908 SE Second St.

**Call to Order:** Mayor Pro-Tem Bobby Taylor

**Invocation:** Commissioner Washington

**Pledge of Allegiance:** Commissioner Andrews

**Approval of the Agenda**

Motion by: Washington  
Motion Seconded by: Shackelford  
Votes: Ayes - 5  
Nays - 0  
Abstained - 0

- I. Public Comments (NCGS § 160A-81-1)** *Please state your name, topic you will be speaking, and your three (3) minutes will begin.*

**II. Consent Agenda:**

A. Approval of the 11 October 2021 Minutes

B. Approval of the 11 October 2021 Public Hearing Minutes

Motion by: Wilkes  
Motion Seconded by: Shackelford  
Votes: Ayes - 5  
Nays - 0  
Abstained - 0

***APPROVED***

**III. Presentations:** None

**IV. Discussion:**

- A. Employee Christmas Party -Town Manager Whaley explained the plans for the Staff Christmas party that will be held in conjunction with the monthly meeting on Monday, December 9, 2021, catering to be provided by Chele's Cafe.

- B.** Audit – Whaley explained Finance Office Lockamy and the staff have submitted everything to the auditor for it to be finalized and submitted to the LGC before December 1.

**V. Action Items**

- A.** Christmas Parade - Motion was made to hold the Christmas Parade on Saturday, December 4 at 2 p.m.

Motion by: Wilkes  
Motion Seconded by: Andrews  
Votes: Ayes - 5  
Nays - 0  
Abstained – 0

***APPROVED***

- B.** Amendments: Personnel Policy - Motion was made to accept the amendments to the Procurement Policy and Travel Policy

Motion by: Washington  
Motion Seconded by: Andrews  
Votes: Ayes - 5  
Nays - 0  
Abstained – 0

***APPROVED***

- C.** Peddler Permit Policy and Procedure Whaley explained the updates needed to the policy to the limitations and any actions that can be taken by the Police Department.

Motion by: Washington  
Motion Seconded by: Shackelford  
Votes: Ayes - 5  
Nays - 0  
Abstained – 0

***APPROVED***

- D.** Renewal Contract – ServLine Leak Protection Program  
Motion was made to approve the updated ServLine Leak Program contract.

Motion by: Washington  
Motion Seconded by: Wilkes  
Votes: Ayes - 5  
Nays - 0  
Abstained – 0

***APPROVED***



**E. Consideration: Planning Board and Board of Adjustment Consolidation**

A motion was made to consider the consolidation of the Planning Board and Board of Adjustment.

Motion by: Washington  
Motion Seconded by: Shackleford  
Votes: Ayes - 5  
Nays - 0  
Abstained - 0

**VI. Items from Town Manager and Staff**

- Project Information Updates
- Police Monthly Report for October 2021
- Public Works Monthly Report for October 2021
- Financial Report

**VI. Comments from Mayor and Board**

**VII. Closed Session: § 143-318.11. Personnel**

Motion was made to go into closed session at 6:32 p.m.

Motion by: Washington  
Motion Seconded by: Andrews  
Votes: Ayes - 5  
Nays - 0  
Abstained - 0

Motion was made to come out of closed session at 6:52 p.m.

Motion by: Andrews  
Motion Seconded by: Shackleford  
Votes: Ayes - 5  
Nays - 0  
Abstained - 0

**VI. Board Actions in open session**

Motion was made to give the Town of Snow Hill employees a \$150 Christmas bonus

Motion by: Washington  
Motion Seconded by: Shackleford  
Votes: Ayes - 3 Shackleford, Taylor and Washington  
Nays - 2 Andrews, Wilkes  
Abstained - 0

**VII. Adjournment at 6:53 p.m.**

Motion by: Andrews  
Motion Seconded by: Shackleford  
Votes: Ayes - 5  
Nays - 0  
Abstained - 0

# Ordinance

Budget Amendment

Fiscal Year 2020/2021

General Fund/Department Adjustments

**BE IT ORDAINED** by the Mayor and Board of Commissioners of the Town of Snow Hill, North Carolina, that pursuant to North Carolina General Statute 159-15, the following budget amendment be made for the Budget Ordinance adopted June 8, 2021

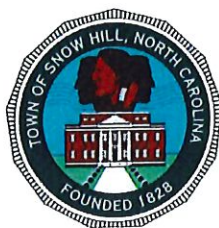
	(Decrease)	Increase
<u>FUND BALANCE APPROPRIATION</u> <u>100-004-03990-39990</u>	3000.00	
<u>EMPLOYEE CHRISTMAS BONUS</u> <u>100-005-04110-05198</u>		3000.00
	(3000.00)	3000.00

Adopted this the 13 day of Dec.  
2021

ATTEST:

Denni Lett  
Mayor

Laguna Davis  
Clerk



**To:** Mayor and Board Members

**From:** Todd Whaley

**Date:** 13 December 2021

**REF: Action Item VII - A** - Budget Ordinance Amendment: Approval NCDOT Invoice for Transportation Improvement Project on US 13 - \$17,290.79.

**Background:**

Budget Ordinance Amendment: Approval NCDOT Invoice for Transportation Improvement Project on US 13 - \$17,290.79. This item was approved by the Board of Commissioners last year but never paid due to extensive delays in completion of the project. This money will be paid from Powell Bill fund balance through a budget ordinance amendment since it was not in the budget. I was unaware this expenditure had not been paid.

**Recommendation: (Motion Required)** It is my recommendation to approve the Budget Ordinance Amendment: Approval NCDOT Invoice for Transportation Improvement Project on US 13 - \$17,290.79.

**Now Therefore Be It Resolved,** The Town of Snow Hill Board of Commissioners approves Budget Ordinance Amendment: Approval NCDOT Invoice for Transportation Improvement Project on US 13 - \$17,290.79.

Moved: DA Second: LW

Vote: Yes / No \_\_\_\_\_

Unanimous: /

# Ordinance

Budget Amendment

Fiscal Year 2020/2021

Powell Bill Fund/Department Adjustments

**BE IT ORDAINED** by the Mayor and Board of Commissioners of the Town of Snow Hill, North Carolina, that pursuant to North Carolina General Statute 159-15, the following budget amendment be made for the Budget Ordinance adopted June 8, 2021.

	(Decrease)	Increase
<b><u>FUND BALANCE APPROPRIATION, P. BILL</u></b> <b><u>110-004-03990-39990</u></b>	17,290.79	
<b><u>110-005-04910-05461 SIDEWALK/ETC. REPAIRS</u></b>		17,290.79
	(17,290.79)	17,290.79

Adopted this the 13 day of Dec.  
2021

ATTEST:

Dei K. Bl  
Mayor

Laqueta Davis  
Clerk



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

Invoice

Bill To:	Order Information:
TOWN OF SNOW HILL PO Box 247 SNOW HILL, NC 28580	BP Number 1000180914 Customer Number 117011 Invoice Number: 4000030955 Sales Order Number: 2000046878 Payment Terms Net due 60 days Billing Date: 10/28/2021 Due Date: 12/27/2021

Remit To:

North Carolina Department of Transportation  
Fiscal Section - Accounts Receivable Unit  
1514 Mail Service Center  
Raleigh, North Carolina 27699-1514

Contact Person: Kay Lee

Phone: +1 (919) 707-4323  
Fax: +1 (919) 715-8718  
Email: klee@ncdot.gov

Invoice Details

Item	Description	Quantity	Unit Price	Amount
0010	TRANSPORTATION IMPROVEMENT PROJECT - MUNICIPAL AGREEMENT WITH BETTERMENTS EXECUTED 09.06.2019 WITH THE TOWN OF SNOW HILL IN GREENE COUNTY CONSISTING OF IMPROVEMENTS ON US 13 FROM NC 58 (KINGOLD BLVD) TO CONTENTNEA CREEK WIDENING TO THREE LANES WITH CENTER TURN LANE; FROM CONTENTNEA CREEK TO NC 91 STABILIZING THE ROADWAY SHOULDERS. THE TOWN OF SNOW HILL SHALL PARTICIPATE IN THE BETTERMENT COST OF THE PROJECT. IN ACCORDANCE WITH THE PEDESTRIAN POLICY GUIDELINES, THE TOWN OF SNOW HILL SHALL REIMBURSE NCDOT 20% OF THE ACTUAL COST, INCLUDING ADMINISTRATIVE COSTS, OF THE WORK ASSOCIATED WITH THE CONSTRUCTION OF THE PEDESTRIAN FACILITIES. THE ESTIMATED COST TO THE TOWN OF SNOW HILL IS \$19,810. UPON COMPLETION OF THE PROJECT, NCDOT WILL INVOICE THE TOWN OF SNOW HILL FOR THEIR SHARE OF THE BETTERMENTS. REIMBURSEMENT TO NCDOT SHALL BE MADE IN ONE FINAL PAYMENT WITHIN 60 DAYS OF INVOICING BY NCDOT. A LATE PAYMENT PENALTY AND INTEREST SHALL BE CHARGED ON ANY UNPAID BALANCE DUE.  PER ATTACHED 10.27.2021 E-MAIL AND ITEMIZATION OF BILLABLE MUNICIPAL PARTICIPATION COSTS RECEIVED FROM MARY MOORE, DIVISION CONTRACT ENGINEER WITH NCDOT'S DIVISION 2, AGREEMENT COSTS TOTALING \$17,290.79 ARE NOW DUE AND PAYABLE TO NCDOT.	1	\$17,290.79	\$17,290.79
Total Amount Due				\$17,290.79

Please return the attached copy of this invoice to ensure proper credit for your payment. Remittances should be made payable to N.C. Department of Transportation. According to State Cash Management G.S.25- 3-506, a \$35.00 fee may be imposed for a check on which payment has been refused.

Line	Description	Unit	Unit Price	Quantity	Total
59	4" CONCRETE SIDEWALK	SY	\$ 41.10	1464.889	\$ 60,206.94
60	CONCRETE CURB RAMPS	EA	\$ 659.00	7	\$ 4,613.00
61	REM & REP CURB RAMPS	EA	\$ 959.00	4	\$ 3,836.00
188	REMOVE & REPLACE 4" CONC SIDEWALK	LF	\$ 86.00	193	\$ 16,598.00
190	DETECTABLE WARNING DOMES	EA	\$ 600.00	2	\$ 1,200.00
					\$ 86,453.94
	Snow Hill Pays 20%				\$ 17,290.79



**Lee, Kay S**

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**From:** Moore, Mary V  
**Sent:** Wednesday, October 27, 2021 1:12 PM  
**To:** Lee, Kay S  
**Subject:** RE: Kay's October Agreement Report  
**Attachments:** R-5812 Snow Hill Cost.xlsx

Please extend the 3 agreements for 34868.1.FD3, the 2 agreements for 44679.1.1, and the 3 agreements for 34411.3.7 for 6 mounts.

The agreement for 46981.3.1 can be billed and the cost is attached.

**Mary Voelker Moore, PE**  
Division Contract Engineer  
Division 2 Project Development Group

252 439 2828 office  
mmoore@ncdot.gov

1037 W.H. Smith Blvd  
Greenville, NC 27834



*Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.*

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**From:** Lee, Kay S <klee@ncdot.gov>  
**Sent:** Wednesday, October 27, 2021 12:58 PM  
**To:** Moore, Mary V <mmoore@ncdot.gov>; Huffines, Donald R <dhuffines@ncdot.gov>; Austin, Wanda H <whaustin@ncdot.gov>  
**Subject:** Kay's October Agreement Report

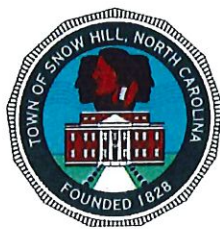
Good afternoon.

If I've missed your e-mail with your October agreement responses I do apologize but, could you please re-send it to me. If you have not sent me your October agreement responses, could I please get them from you today.

I know you guys are super busy and I'm sorry to have to keep asking for this info.

Thanks.

**Kay Lee**  
Accounts Receivable Unit  
North Carolina Department of Transportation



**To:** Mayor and Board Members  
**From:** Todd Whaley  
**Date:** 13 December 2021

**REF: Action Item VII - B. Precision Graphics Performance Agreement – Public Hearing**  
 December 20<sup>th</sup>, 2021 at Snow Hill Town Hall

**Background:**

Attached you will find the Precision Graphics Performance Agreement. This was verbally approved during closed session. We will host a meeting at 10am. Monday December 20<sup>th</sup>, 2021. We can discuss this further if there are any questions regarding the attachment.

**Recommendation: (Motion Required)** It is my recommendation to host a Public Hearing December 20<sup>th</sup>, 2021 at 10am.

**Now Therefore Be It Resolved,** that the Snow Hill Town Board approves to host a Public Hearing December 20<sup>th</sup>, 2021 at 10am.

Moved: RW Second: GS

Vote: Yes / No         

Unanimous: /

STATE OF NORTH CAROLINA  
COUNTY OF GREENE

**ECONOMIC DEVELOPMENT AGREEMENT**

This AGREEMENT is executed this \_\_\_\_\_ day of December 2021 by and between Precision Graphics, Inc. a corporation authorized to do business in the state of North Carolina, having its principal place of business at 429 Kingold Blvd, Snow Hill, NC 28580 ("Precision Graphics, Inc.") and The County of Greene, a political subdivision of the State of North Carolina, having its principal place of business at 229 Kingold Blvd, Snow Hill, NC 28580 (hereinafter the "County"); and the Town of Snow Hill, a municipal corporation of the State of North Carolina, having its principal place of business at 908 SE Second Street, Snow Hill, NC 28580 (hereinafter the "Town");

**WITNESSETH:**

WHEREAS, Precision Graphics, Inc. desires to purchase the facility and install certain industrial machinery, equipment, and improvements that represent a non-depreciated capital investment in excess of \$5,400,000 in facilities to be located at 429 Kingold Blvd, Snow Hill NC 28580 (the "Property"); and

WHEREAS, Precision Graphics, Inc. shall incur certain costs for the purchase and installation of these improvements; and

WHEREAS, the addition of these improvements will expand the County and Town tax base through increased ad valorem tax value created as a consequence of capital investment in machinery and equipment being brought into the County and Town; and

WHEREAS the County and Town recognizes that a portion of the revenues generated as a consequence of this business venture be returned to Precision Graphics, Inc. to pay a portion of the costs of the investment, and that such revenues be designated as an "Economic Development Grant" to Precision Graphics, Inc., in the amount of Three Hundred Thirty Thousand Dollars (\$330,000); and

WHEREAS, the parties hereto wish to reduce their understanding regarding the details of the Economic Development Grant and Precision Graphics, Inc. performance to this writing;

NOW, THEREFORE, for the mutual considerations noted hereinafter, the sufficiency of which are hereby acknowledged, the parties do hereby contract and agree as follows:

**I. Economic Development Incentives.**

Precision Graphics, Inc. will incur costs in the facility purchase and certain machinery and equipment installed in facilities to be located and the County will realize economic benefits due to the expansion of the tax base and the creation of jobs. As an incentive for Precision Graphics Inc. to invest in machinery and equipment and real property in its existing facility and in accordance with NCGS 158-7.1, the County and Town shall provide to Precision Graphics, Inc. the incentives set forth herein in accordance with the terms and conditions of this Agreement. The County shall provide an Economic Development Grant to Precision Graphics, Inc. with an estimated value of \$330,000, with such a grant to be made available to Precision Graphics, Inc. as set forth in Exhibit A.

- A. The County shall pay to Precision Graphics, Inc., in installments a total grant of \$230,000 as shown on, and in accordance with terms and conditions described in, Exhibit A to this Agreement (the "**County Performance Grant**").
- B. The Town shall pay to Precision Graphics, Inc. in Installments a total grant of \$100,000 as shown on, and in accordance with the terms and conditions described in, Exhibit A to this Agreement (the "**Town Performance Grant**").

**II. Representations.**

The County and the Town each represent and warrants that (a) it has the power and authority to bind itself to the requirements of this Agreement and (b) this Agreement is executed under the authority granted to the County under North Carolina General Statutes 158-7.1, The Local Development Act of 1925, as amended, and 1987 Sessions Laws, Chapter 1002, a Local Act applying to the County.

**III. Miscellaneous Provisions.**

A. Independent Agreement. This Agreement and the conditions hereof only relate to the provisions and grants from the County set forth herein and do not limit or affect other commitments made by the County, the Town, the State of North Carolina, or other entities.

B. Governing Law. This Agreement has been drafted and shall be interpreted under the laws of the State of North Carolina and in the event any provision is found to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.

- C. Binding Agreement. The parties hereto acknowledge that this Agreement and the foregoing actions and grants each represent binding contractual agreements among the parties hereto and that Precision Graphics, Inc. is acting in reliance upon this Agreement and the provisions and grants provided herein in its decision as to whether it will expand its investment in Greene County, North Carolina.
- D. Assignment. This Agreement shall be assignable by Precision Graphics, Inc. to any entity that is controlled by controls or under common control with Precision Graphics, Inc., or in the case of a sale of substantially all the operating assets of the facility, this Agreement may be assigned to the purchaser of the facility.
- E. Survival. The contractual commitments provided for herein and made by the parties hereto shall be deemed to continue into the future, survive, and remain binding upon future elected officials to the full extent permitted under applicable law.
- F. Force Majeure. Precision Graphics, Inc. shall not assume any responsibility for any event or failure to act that is due to any cause in whole or in part that is beyond Precision Graphics, Inc. control, even if advised of same, foreseeable or in contemplation of the parties, including without limitation force majeure, the public enemy, fire, flood, earthquake, hurricane, strike or labor disputes, boycott, the inability to obtain raw materials, labor or transportation, the loss of any public or private supplied utilities, the regulations issued by any government or any of its agencies, acts of God, or any other cause similar or dissimilar to the foregoing.
- G. Entire Agreement. This writing contains the entire agreement between the parties hereto and may be amended only by writing signed by all parties hereto.

**Signature Page Follows**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**GREENE COUNTY**

**Attest:**\_\_\_\_\_

\_\_\_\_\_  
Bennie Heath, Chairperson  
Greene County Board of Commissioners

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Mayor  
Town of Snow Hill

\_\_\_\_\_  
City Clerk

**Precision Graphics, Inc.**

**Attest:**\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**  
**Performance Goals**

Year	Annual Job Increase	Total Jobs in County	Non-Depreciated Capital Investment	Capital Investment Cumulative Totals	County Grant	County Grant Payment Year	Town Grant Funds	Town Grant Payment/Year
2021	0	0	\$4,300,000	\$4,300,000	\$26,000	-0-	\$11,000	-0-
2022	30	30	\$150,000	\$4,450,000	\$25,000	\$26,000	\$10,000	\$11,000
2023	10	40	\$150,000	\$4,600,000	\$24,000	\$25,000	\$10,000	\$10,000
2024	10	50	\$650,000	\$5,250,000	\$27,000	\$24,000	\$12,000	\$10,000
2025	10	60	\$150,000	\$5,400,000	\$26,000	\$27,000	\$11,000	\$12,000
2026	10	70			\$24,000	\$26,000	\$10,500	\$11,000
2027					\$22,000	\$24,000	\$10,500	\$10,500
2028					\$20,000	\$22,000	\$9,000	\$10,500
2029					\$18,000	\$20,000	\$8,000	\$9,000
2030					\$18,000	\$18,000	\$8,000	\$8,000
2031					-	\$18,000		\$8,000
<b>Totals</b>	<b>70</b>	<b>70</b>	<b>\$5,400,000</b>	<b>\$5,400,000</b>	<b>\$230,000</b>	<b>\$230,000</b>	<b>\$100,000</b>	<b>\$100,000</b>

**Calculation Methodology:**

Precision Graphics, Inc. performance against the above-listed capital investment goals shall be measured on or before January 1<sup>st</sup> of each following year by calculating the total amount of capital investment as of January 1<sup>st</sup> of that year. Payment by County should Precision Graphics, Inc. be current in all tax payments and performance goals be met, shall be made by September 30<sup>th</sup> of each year beginning in 2022. Should the percentage of the total projected goal be less than 100% in any given year, the County shall accrue the amount of funds budgeted but unearned and such funds shall be paid out in the first subsequent year that Precision Graphics, Inc. attains at least 100% of its total projected goal. This grant shall expire on December 31, 2031.

**Example of Calculation Methodology:**

<b>Year</b>	<b>Total Jobs in County Goal</b>	<b>Total Jobs Attained (%)</b>	<b>Capital Investment Cumulative Totals Goal</b>	<b>Actual Investment</b>
2022	30	24(80%)	\$4,450,000	\$4,450,000 (100%)
2023	40	46(100%)	\$4,600,000	\$4,600,000(100%)

**Year 2023**

*(For calendar year 2022)*

*Average % attained =  $(80\% + 100\%) \div 2 = 90\%$*

*Amount due from **Greene County** in 2023 =  $.90 \times \$25,000 = \$22,500$*

*Amount unearned and being accrued  $\$25,000 - \$22,500 = \$2,500$  (For calendar year 2022)*

*Average % attained =  $(80\% + 100\%) \div 2 = 90\%$*

*Amount due from **Town of Snow Hill** in 2023 =  $.90 \times \$10,000 = \$9,000$*

*Amount unearned and being accrued  $\$10,000 - \$9,000 = \$1,000$  (For calendar year 2022)*

**Year 2024**

*(For calendar year 2023)*

*Average % attained =  $(100\% [\text{Jobs}] + 100\% [\text{Investment}]) \div 2 = 100\%$*

*Amount due from **Greene County** payable by September 30, 2024, =  $100\% \times \$24,000 = \$24,000$*

*Amount earned and accruals due  $\$24,000 + \$2,500 = \$26,500$*

*Average % attained =  $(100\% [\text{Jobs}] + 100\% [\text{Investment}]) \div 2 = 100\%$*

*Amount due from **Town of Snow Hill** payable by September 30, 2024, =  $100\% \times \$10,000 = \$32,000$*

*Amount earned and accruals due  $\$10,000 + \$1,000 = \$11,000$*

**Definitions:**

**"Capital Investment"** shall be the ad valorem tax value of the property located in the County that is owned by Precision Graphics, Inc., its affiliates, or financing entities where Precision Graphics, Inc. or its affiliates maintain operational control of the property. Any disputes as to the calculation of Capital Investment shall be subject to mediation between senior executives of the applicable parties, or if such mediation is not successful by an action at law or in equity.

**"Budget"** unless otherwise agreed in this Agreement, the County shall approve a budget for the specific grant amount offered to Precision Graphics, Inc. by July 1<sup>st</sup> of each year that the respective grant is offered, for payment by the agreed-upon date.

**"Full Time Job"** shall mean a position requiring a minimum of 1,600 hours per year held by one employee in the County at the end of the respective calendar year.

*No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County/Town within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted neither as delegating governmental powers nor as a donation or a lending of the credit of the County/Town within the meaning of the State Constitution. This Agreement shall not directly or indirectly or contingently obligate the County/Town to make any payments beyond those appropriated in the County's/Town's sole discretion for any fiscal year in which this Agreement shall be in effect. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's/Town's moneys, nor shall any provision of the Agreement restrict to any extent prohibited by law, any action or right of action on the part of any future County/Town governing body. To the extent of any conflict between this paragraph and any other provisions of this Agreement, this paragraph shall take priority.*



**To:** Mayor and Board Members

**From:** Todd Whaley

**Date:** 13 December 2021

**REF: Action Item VII - C – Election of Mayor Pro Tempore**

**Background:**

Mayor Pro – Tempore Election Process will follow the accordingly:

1. I will read a brief description of the Mayor Pro – Tempore responsibilities.
2. There will be a motion to open the floor for nominations to fill the office of mayor pro tem.
3. I will request for any nominees
4. I will request a motion to close the floor for all nominees
5. At that time the Board will vote on each on the nominees in the order in which they were nominated. The first nominee to receive a majority vote is elected and no votes are taken on the remaining nominees. Each vote will be known by the show of hands.
6. Town Clerk Laquita Davis will do the Oath of Office for this nomination

**Recommendation: (Motion Required)**

**Now Therefore Be It Resolved,** The Town of Snow Hill Board of Commissioners open the floor for nominees for Mayor Pro - Tempore

Moved: DA Second: CS

Vote: Yes / No \_\_\_\_\_

Unanimous: /



## MAYOR PRO TEM ELECTION PROCESS

At this time, the Board will need to appoint a Board member to fill the office of mayor pro tem.

The mayor pro tem serves only in the absence of the mayor and fulfills the duties of the mayor during such time.

Is there a motion to open the floor for nominations to fill the office of mayor pro tem.

Is there a second.

All ayes?

All nays?

The ayes have it.

The floor is now open for nominations to fill the office of mayor pro tem.

Are there any nominees?

Commissioner \_\_\_\_\_ has been nominated. Are there any other nominees?

Commissioner \_\_\_\_\_ has been nominated. Are there any other nominees?

If there are no additional nominees, is there a motion to close the floor for nominations?

Second?

All ayes?

All nays?

The ayes have it.

At this time, the Board will vote on each of the nominees in the order in which they were nominated. The first nominee to receive a majority vote is elected and no votes are taken on the remaining nominees. Please make your vote known by a show of hands.

All in favor of Commissioner \_\_\_\_\_ for the office of mayor pro tem, please raise your hand. All those opposed, please raise your hand.

(If a majority are in favor, then the Mayor says:) Commissioner \_\_\_\_\_ is elected as mayor pro tem.

(If a majority is opposed, then the Mayor says:) The naves have it. Those in favor of Commissioner \_\_\_\_\_ for the office of mayor pro tem, please raise your hand. Those opposed please raise your hand.

The ayes have it. Commissioner \_\_\_\_\_ is elected mayor pro tem.



# **SNOW HILL POLICE DEPARTMENT**

**November 2021**

## **MONTHLY CRIME SUMMARY**

1) Larceny-	5
2) Assaults-	0
3) Breaking/Entering	
a. Residential	0
b. Commercial	0
c. Motor Vehicle	0
d. Storage Buildings	0
4) Robbery-	0
5) Sex Offenses-	1
6) Homicide-	0
7) Fraud-	0
8) Damage to Property( Vandalism)	1
DWI arrests	1
State citations	13
Town citations	59
Traffic accidents	7



**Public Works / Utilities**  
**13 December 2021**

**A. Water:**

- Wells checked daily
- Samples taken daily
- Completed approximately 20-30 locates
- 0 water service repairs
- Waiting for Rate Study Information
- In the process of putting Christmas Lights on Water Tower. Have an availability issues

**B. Sewer:**

- Weekly lift station checks
- Weekly samples
- Bench and Calibration every Monday and Tuesday
- Monthly reporting
- Sewer lateral back up x3
- Waiting for Rate Study Information

**C. Sanitation:**

- Weekly waste industries trash pick up
- Weekly debris removal
- 2 special pick up
- Trash emptied, Genesis Hill, Community Center, Downtown

**D. Streets:**

- Awaiting asphalt repair: Corbett, Hillendale, Pineshoal, Edgemont, and Carver Dr.
- Cleaned storm drains across town.
- Cleaned sidewalks downtown
- Installed all Christmas Decorations (snowflakes and swags) in town.

**E. Cemetery:**

- Removed flowers
- Approximately 9 grave burials.
- Holes filled
- Began Lot Information Data

A	B	C	F	G	H	I	J
8		REVENUE -EXPENSE REPORT MONTH ENDING NOVEMBER 30, 2021					PG1
9			41.65%				
10	Revenues						
11	100 GENERAL FUND	004 REVENUE					
12	Accounts	Budgeted	Amended	Actual	YTD Pct		
13	100 GENERAL FUND				percentage		
14	004 REVENUE						
15	Property taxes	\$342,000.00	\$342,000.00	\$110,486.94		32.31%	
16	03020 Mv Taxes	\$61,000.00	\$61,000.00	\$28,382.60		46.53%	
17	Waste Collection Fees	\$149,725.00	\$149,725.00	\$51,648.00		34.50%	
18	Special Pickups	\$500.00	\$500.00	\$510.00		102.00%	
19	Sale of Lots	\$22,500.00	\$22,500.00	\$29,875.00		132.78%	
20	Grave Openings	\$35,000.00	\$35,000.00	\$23,487.50		67.11%	
21	Install Grave Markers	\$500.00	\$500.00	\$240.00		48.00%	
22	Other Revenue	\$553,430.00	\$553,430.00	\$245,381.30		44.34%	
23	03990 Fund Balance	\$86,870.00	\$86,870.00	\$0.00		0.00%	
24							
25	Total GENERAL FUND	\$1,251,525.00	\$1,251,525.00	\$490,011.34		39.15%	
26							
27	POWELL BILL						
28	STATE ALLOCATION	43,000.00	\$43,000.00	\$20,912.42		48.63%	
29							
30							
31	600 WATER/SEWER FUND						
32	004 REVENUE						
33	Water Fees	\$432,250.00	\$432,250.00	\$154,430.05		35.73%	
34	Sewer Fees	\$527,145.00	\$527,145.00	\$169,678.13		32.19%	
35	Other Revenue	\$147,800.00	\$147,800.00	\$36,904.35		24.97%	
36	37980 APPR RETND EARNINGS	\$0.00	\$12,720.00				
37	039910 RETAINED EARNINGS		\$0.00				
38							
39	Total WATER/SEWER FUND	\$1,107,195.00	\$1,119,915.00	\$361,012.53		32.24%	
40							
41							
42	TOTAL ALL REVENUE FUNDS	\$2,401,720.00	\$2,414,440.00	\$871,936.29		36.11%	
43							

A	B	C	F	G	H	I	J
44							
45							PG2
46	<u>Expenses</u>						
47	100 GENERAL FUND						
48	005 EXPENSE						
49	04110 Governing Body	\$46,100.00	\$46,100.00	\$17,942.17			38.92%
50	04120 Administration	\$220,052.00	\$220,052.00	\$95,749.40			43.51%
51	04170 Election expense	\$4,000.00	\$4,000.00	\$0.00			
52							
53	04300 Police	\$473,471.00	\$473,471.00	\$180,038.76			38.03%
54	04310 Fire Protection Contract	\$76,180.00	\$76,180.00	\$40,000.00			52.51%
55	04510 Streets	\$106,010.00	\$106,010.00	\$47,220.15			44.54%
56	04710 Solid Waste Collection	\$155,060.00	\$155,060.00	\$56,882.78			
57	04740 Cemetery	\$61,452.00	\$61,452.00	\$26,456.12			
58	04930 Community Development	\$109,200.00	\$109,200.00	\$21,081.35			19.31%
59							
60							
61	Total GENERAL FUND	\$1,251,525.00	\$1,251,525.00	\$485,370.73			38.78%
62							
63	110 Powell Bill	\$43,000.00	\$43,000.00	\$8,819.03			
64	Total POWELL BILL	\$43,000.00	\$43,000.00	\$8,819.03			20.51%
65							
66	600 WATER/SEWER FUND						
67	005 EXPENSE						
68	07130 Water	\$492,590.00	\$498,950.00	\$190,074.83			38.09%
69	07140 Sewer	\$614,605.00	\$620,965.00	\$242,441.99			39.04%
70							
71	Total WATER/SEWER FUND	\$1,107,195.00	\$1,119,915.00	\$432,516.82			38.62%
72							
73							
74							
75	TOTAL EXPENSE ALL FUNDS	2,401,720.00	2,414,440.00	926,706.58			38.38%