AGENDA
SNOW HILL BOARD OF COMMISSIONERS

Monday, 10 January 2022, 6:00 p.m.
G. Melvin Oliver Town Hall
908 SE Second St.

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. Presentation:

A. Thompson & Price Audit FY 2020-2021

IV. Proclamation:

1. Proclamation of January 17, 2022, as the Martin Luther King Jr. Federal Holiday
2. Proclamation of the month of February as Black History Month

V. Consent Agenda:

A. Consider Approval of Minutes 13 December 2021
B. Consider Approval of Public Hearing Minutes
C. Approval of Contract Beaman Mulching LLC – Sewer Right of Way Maintenance

VI. Action Items:

A. Consideration to hold a Public Hearing in reference to holding Board of Commissioner Elections in even year
B. Consideration to adopt Information Technology Use and Data Breach Policy
C. Board of Commissioner Meeting Schedule 2022
D. Town Employee Holiday Schedule 2022

E. Zoning Code Amendment in consideration to combine the Planning Board and Board of Adjustment into a new board entitled the "Town of Snow Hill Board of Planning and Adjustment".
F. Town of Snow Hill Board of Planning and Adjustment member appointments

VII. Monthly Reports:

A. Police Report
B. Public Works
C. Financial Statements
D. Project Information Updates

VIII. Comments from Mayor and Board:

IX. Closed Session: § 143-318.11. Personnel, Legal

Calling a Closed Session. - A public body may hold a closed session only upon a motion duly made and adopted at an open meeting. Every motion to close a meeting shall cite one or more of the permissible purposes listed in subsection (a) of this section. A motion based on subdivision (a)(1) of this section shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on subdivision (a)(3) of this section shall identify the parties in each existing lawsuit concerning which the public body expects to receive advice during the closed session.

3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.

(4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations, or to discuss matters relating to military installation closure or realignment. Any action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

(5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

XI. Board Actions in open session

XII. 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 10 January 2022.

Town of Snow Hill

Audit Presentation

For the Year Ended June 30, 2021

Thompson, Price, Scott, Adams & Co., P.A.
4024 Oleander Drive, Suite 3
Wilmington, North Carolina 28403
Telephone (910) 791-4872
Fax (910) 239-8294

Town of Snow Hill

Board Meeting

- **Presentation of Audit Results**
- I. General Comments
- II. Required Communications
- III. Audit Results
- IV. Questions and Comment
- V. Close

Town of Snow Hill

Required Communications

Requirement	Results
1 Responsibilities Under Generally Accepted Auditing Standards, Government Auditing Standards, Uniform Guidance, and the State Single Audit Implementation Act.	
Design the audit to provide reasonable assurance that the financial statements are free of material error and in compliance with government regulations.	• Accomplished. No material error noted.
Perform all planned procedures and have complete access to both management and required information.	• Completed. Our work was not limited in any way.
Communicate significant deficiencies in the internal control.	• Segregation of duties.

Town of Snow Hill

Required Communications *(continued)*

Requirement	Results
2 Adoption or Change in Accounting Policies	
Communicate the initial adoption of or a change in an accounting principle which had or is expected to have a significant effect on the financial statements.	None noted.
3 Management Judgment and Accounting Estimates	Amounts are reasonable.
Assess methodologies used and basis of evidence for matters requiring judgments and estimates.	
4 Significant Audit Adjustments or Unrecorded Differences	None out of the normal course.
Communicate significant recorded and unrecorded differences.	

Town of Snow Hill

Required Communications *(continued)*

Requirement	Results
5 Disagreements with Management	
Communicate any disagreements on financial or reporting matters that, if not satisfactorily resolved, would cause a modification of our report.	None.
6 Consultation with Other Accountants	
Communicate any consultation that took place with other accountants.	None noted.
7 Prior to Retention Issues	
Communicate any major issues that management discussed with the auditor in connection with the retention of the auditor, including the application of accounting principles and auditing standards.	None.

Town of Snow Hill

Required Communications *(continued)*

Requirement	Results
8 Significant Difficulties	
Any serious difficulties the auditor encountered in dealing with management such as unreasonable delays in providing needed information, unreasonable timetable set by management, or unavailability of client personnel.	None noted.
9 Irregularities and Illegal Acts	
Communicate the existence of any material irregularities and/or illegal acts determined during the audit.	None noted.

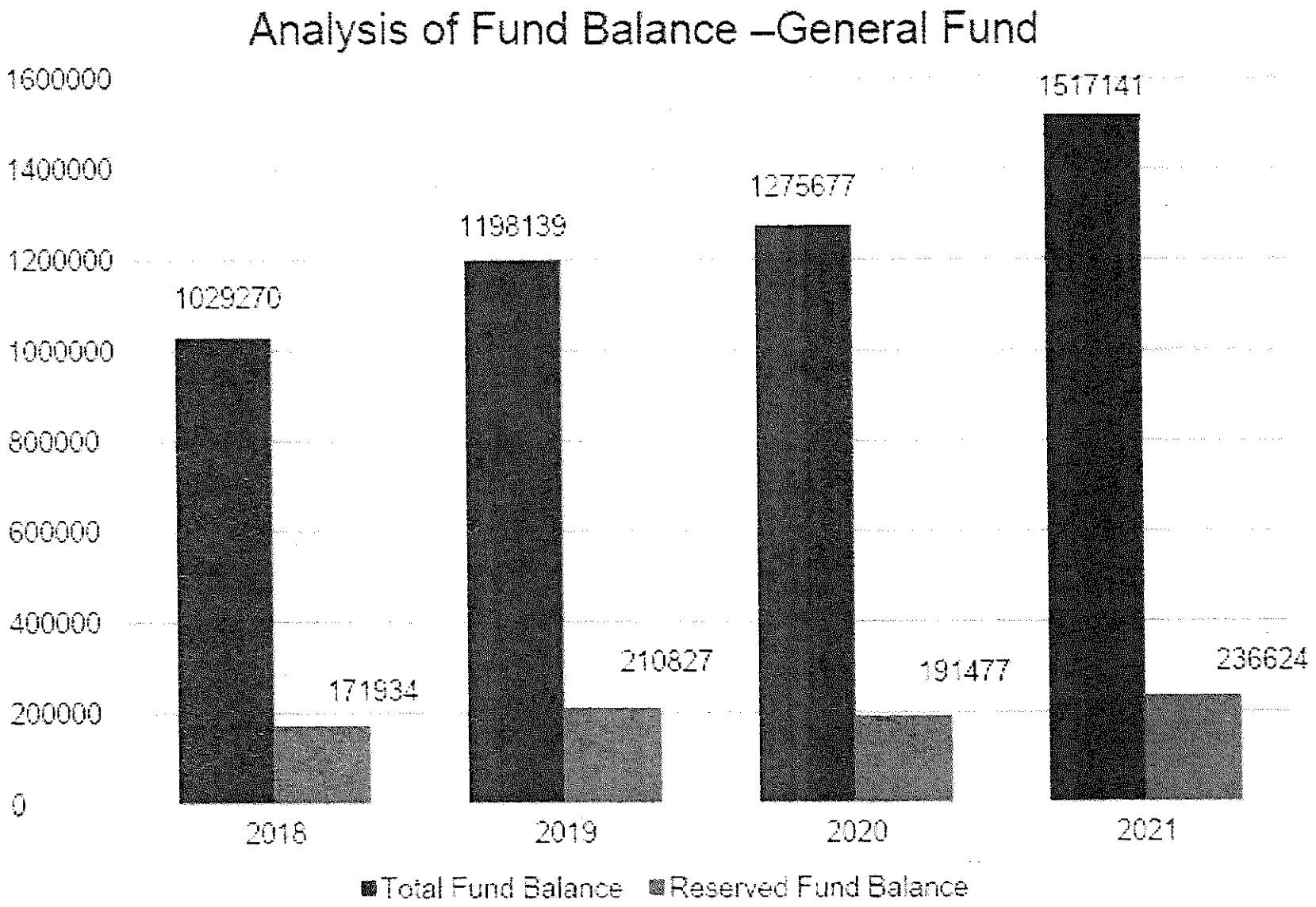
Town of Snow Hill

Dear Board Members:

Below is a summarization of some of the key items in the audit report.

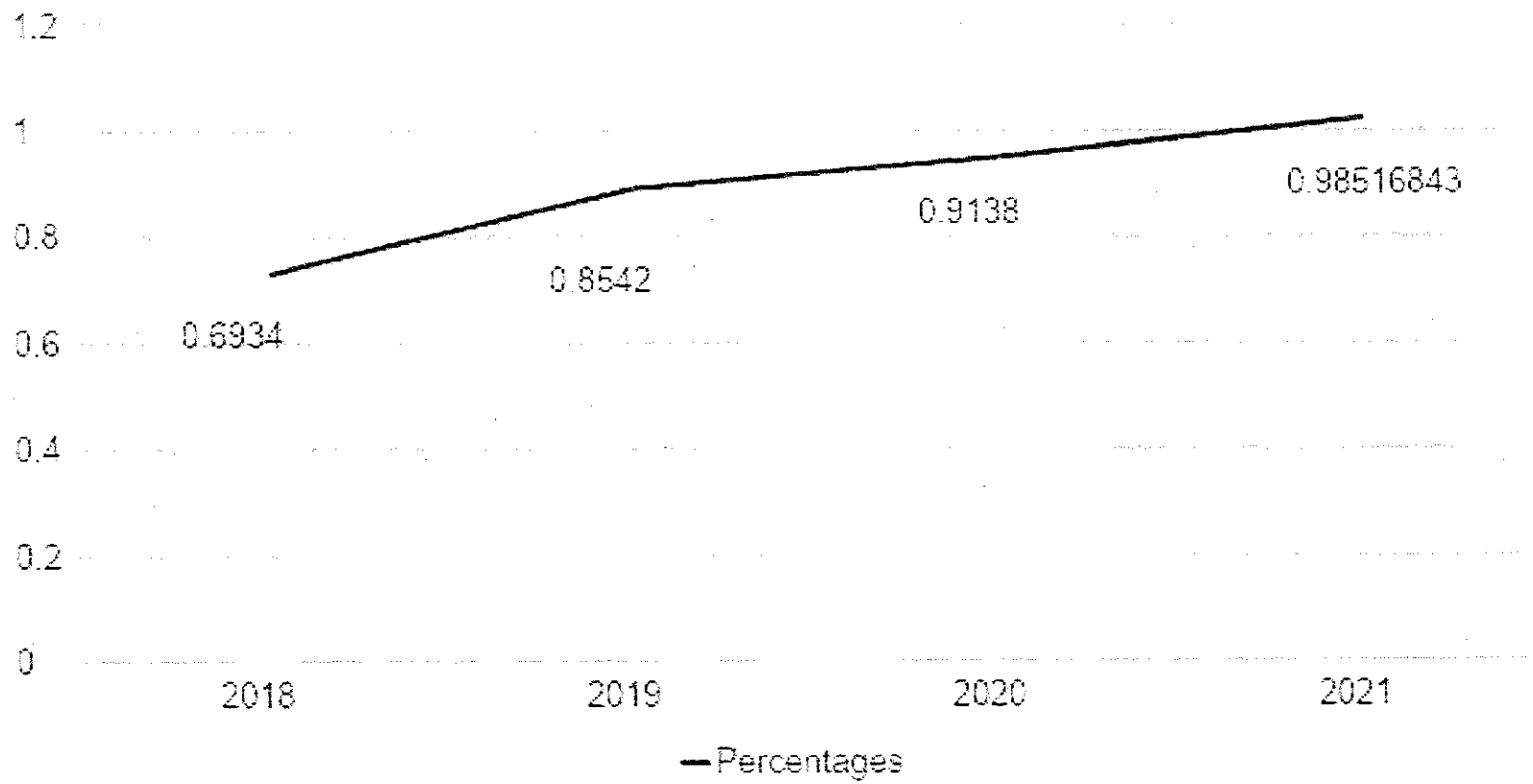
		2021
Cash and cash equivalents – All Funds	$	2,409,770
Total Revenues (General Fund)	$	1,541,259
Total Expenditures and Transfers (General Fund)	$	1,299,795
Other Financing Sources	$	0.00
Net Change	**$**	**241,464**
Total Revenues (Enterprise Fund)	$	1,133,579
Total Expenditures (Enterprise Fund)	$	1,236,376
Net Change (after contribution)	$	(10,879)
Tax Collection Rate (Overall)		97.01%
Tax Collection Rate (State Average)		98.00%

Town of Snow Hill



Town of Snow Hill

Fund Balance Available as a Percentage of General Fund Expenditures



Thank You for the Opportunity to Work With You!

Proclamation:
Town of Snow Hill: Martin Luther King Jr. Day

Whereas, one hundred years after President Abraham Lincoln issued the Emancipation Proclamation, the great Reverend Dr. Martin Luther King, Jr., took to the steps of the Lincoln Memorial and shared his vision of an America lifted from the "quick sands of racial injustice to the solid rock of brotherhood." His extraordinary message that momentous day in August of 1963 stirred to action Americans of every race and creed, and it continues to reverberate in the hearts and minds of patriotic citizens across our great land.

Whereas, In the Town of Snow Hill, NC, every citizen should have the opportunity to build a better and brighter future, and,

Whereas, we have also made great strides in our Snow Hill community, but we acknowledge that more work must be done for, in the words of Dr. King, "justice to roll down like waters and righteousness like a mighty stream." May the memory of Dr. Martin Luther King, Jr., and the efforts we have made to fully cultivate his dream, remind us that faith and love unite us together as one great American family.

NOW, THEREFORE, the Mayor and Board of Commissioners of the Town of Snow Hill do hereby join in the proclamation of January 17, 2022 as the **Martin Luther King, Jr., Federal Holiday**. On this day, we encourage all towns folk to recommit themselves to Dr. King's dream by engaging in acts of service to others, to our community, and our families and friends.

Dennis K. Liles, Mayor

Rosa S. Wilkes, Mayor Pro Tempore

Dianne J. Andrews

Geraldine E. Shackleford

Lorrine B. Washington

Faye Daniels

Attest: Laquita Davis, Town Clerk

Proclamation:
Town of Snow Hill: Black History Month

Whereas, During Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

Whereas, Black History Month grew out of the establishment, in 1926 by Carter G. Woodson and the Association for the Study of African American Life and History; and

Whereas, the 2022 national theme for the observance is: The Black Family: Representation, Identity, and Diversity; and

Whereas, the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

Whereas, the Town of Snow Hill continues to work toward becoming an inclusive community in which all citizens-past, present, and future-are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and,

Whereas, the Town of Snow Hill is proud to honor the history and contributions of African Americans in our community, throughout our state, and nation.

NOW, THEREFORE, in recognition of African Americans – past and present – in our community the Mayor and Board of Commissioners of the Town of Snow Hill do hereby join in the proclamation of the month of February as **Black History Month**. We encourage all citizens to celebrate the diverse heritage and culture and continue efforts to create a world that is more just, peaceful, and prosperous for all.

Dennis K. Liles, Mayor

Rosa Wilkes, Mayor Pro - Tempore

Dianne J. Andrews

Geraldine E. Shackleford

Lorrine B. Washington

Faye Daniels

Attest: Laquita Davis, Town Clerk

MINUTES
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 Liles
Invocation:	Commissioner Wilkes
Pledge of Allegiance:	Mayor Liles

I. Approval of Agenda

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

II. Public Comments (NCGS § 160A-81-1) *Please state your name, topic you will be speaking, and your three (3) minutes will begin.*
NONE

III. Ceremony: Oaths of Office

A. Town Clerk

1. Report of 2021 Election Results

B. Administration of Oath of Office

1. Mayor – Elect
   a. Dennis K. Liles - Attorney Bryan Radford
2. Commissioner – Elect
   a. Faye Daniels - Sen. Davis
   b. Geraldine Shackleford - Sen. Davis
   c. Rosa Wilkes - Sen. Davis

C. Comments

Mayor Liles
Commissioner Daniels
Commissioner Shackleford
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

Motion to open public hearing at 6:31 p.m.

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

For the record no one was signed up to speak.

Motion to close public hearing at 6:32 p.m.

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

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

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

VII. Action Items:

A. Budget Ordinance Amendment: Approval NCDOT Invoice for Transportation Improvement Project on US 13 - $17,290.79

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

B. Precision Graphics Performance Agreement – Public Hearing December 20th, 2021 at Snow Hill Town Hall at 10 a.m.

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

C. Election of Mayor Pro Tempore

Motion to open the floor for nominations for the office at 6:34 p.m.

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

Commissioner Andrews nominated Commissioner Wilkes
Commissioner Shackleford nominated Commissioner Washington

Motion to close the floor for nominations for the office at 6:35 p.m.

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

At this time the board will vote on the nominees in the order of nomination Commissioner Wilkes - Andrews, Daniels and Wilkes voted in favor of Wilkes to be voted as Mayor Pro Tem

i. Oath of Office Laquita Davis, Town Clerk

Motion to open the floor back up

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

VIII. Monthly Reports:

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

IX. Comments from Mayor and Board:

Commissioner Andrews blessed the food.

X. Closed Session: § 143-318.11. None

XI. Adjournment

Motion to adjourn until Monday, December 20 at 10 a.m.

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

Approved: Dennis Liles, Mayor

Respectfully Submitted: Laquita Davis, Town Clerk

PUBLIC HEARING

MINUTES

SNOW HILL BOARD OF COMMISSIONERS

Monday, 20 December 2021, 10:00 a.m.

G. Melvin Oliver Town Hall

908 SE Second St.

Call to Order: Mayor Dennis Liles

I. Public Hearing:

Motion to open public hearing at 10 a.m.

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

A. Consideration to approve Precision Graphics Performance Agreement
   1. Mark Pope Senior Vice President

Motion to approve the agreement

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

II. Public Comments – NONE

III. Adjournment

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

Approved: _____ Dennis Liles, Mayor

Respectfully Submitted: Laquita Davis Laquita Davis, Town Clerk

NORTH CAROLINA

GREENE COUNTY

CONTRACT FOR LAWN CARE SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between BEAMAN'S MULCHING SERVICE, LIMITED LIABILITY COMPANY, a North Carolina limited liability company, hereinafter sometimes referred to as "Contractor" and THE TOWN OF SNOW HILL, a municipal corporation organized and existing under the laws of the State of North Carolina, hereinafter sometimes referred to as "Town".

WITNESSETH:

WHEREAS, the Town requires grass cuttingservices for certain sewer easement areas within the Town of Snow Hill, and

WHEREAS, Contractor has offered to provide said services in accordance with the terms contained herein.

NOW, THEREFORE, the parties hereto have agreed as follows:

1. Term of Contract. This contract will commence on January 11, 2022 and continue through April 31, 2022.

2. Services. Contractor shall be responsible for mowing, bush hogging, and otherwise clearing all sewer rights-of-way/easements identified on the attached "Exhibit A" during the period of January 11, 2022 through April 31, 2022.

3. Fee for Service. Contractor shall provide the services at a total cost of EIGHT THOUSAND AND 00/100 ($8,000.00) DOLLARS. Such amount shall be invoiced by Contractor to the Town upon completion of the Services. Town shall be responsible for paying the Fee within thirty (30) days of receipt of the invoice.

4. Indemnification. Contractor will protect, indemnify and hold Town harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, defense costs, expenses or suits against Town including reasonable attorneys' fees, and will, if requested, defend Town in any suit, including appeals, for personal and bodily injury to, or death of, any person or persons, loss or damage to property (including environmental damage), or civil or criminal fines or penalties, to the extent caused by the willful misconduct or negligent acts, errors or omissions of the

Contractor, its agents or employees. Town shall promptly notify the Contractor of the assertion of any claim against which it asserts a right to be indemnified hereunder. These indemnification provisions are for the protection of Town only, do not apply to claims of Town itself against the Contractor under this Agreement, and shall not create any benefit or liability to third parties.

5. Insurance.

At all times during the term of this Agreement, Contractor shall be in compliance with all federal and state requirements regarding the employer's liability, workers' compensation, and other insurance applicable to Contractor's business or to the services identified herein. Without limiting the generality of the foregoing, at all times during the term of this Agreement, Contractor shall maintain such comprehensive general liability, motor vehicle liability and other insurance as described below will provide protection from all claims which may arise out of or result from Contractor's performance and obligations under this Agreement, whether it be performed by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable.

a. Commercial General Liability Insurance. Commercial General Liability Insurance shall be issued by responsible insurance companies and in a form acceptable to the Town, protecting and insuring against all the foregoing with coverage limits of no less than one million dollars ($1,000,000.00) per occurrence for bodily injury and property damage. Said commercial general liability policy shall provide that the Town be an additional named insured.

b. Automobile Liability Insurance. Automobile Liability coverage shall be in the minimum amount of five hundred thousand dollars ($500,000.00) per occurrence.

c. Workers' Compensation Insurance. Full and complete workers' compensation insurance, as required by North Carolina law, shall be provided.

Contractor shall provide the Town with Certificates of Insurance or other documentary evidence of all policies of insurance and renewals required by this Agreement and shall be subject to the Town's approval as to forms, companies and amounts. The Town shall be notified in writing of any reduction, cancellation, or substantial change of policyor policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the Town and who are licensed and authorized to do business under the laws of North Carolina.

The Town may request proof of insurance coverage from time to time during the terms of this Agreement.

6. Termination. Notwithstanding any other provision of this Agreement (including the Contract Specifications), this Agreement may be terminated 1) at any time by mutual written agreement of Town and Contractor, 2) unilaterally by either party upon thirty (30) days' prior written notice to the other, or (3) in the case of any breach of this Agreement, immediately by written notice to the other party.

7. Survival. Town and Contractor agree that the parties' respective rights and obligations arising hereunder with respect to indemnification shall survive termination of this Agreement.

8. Entire Agreement. This Contract contains the entire agreement and understanding between Town and the Contractor with respect to the subject matter herein, and there are no other terms, obligations, covenants, representations, or statements or conditions, oral or otherwise, of any kind whatsoever, and neither the Town or the Contractor has relied upon anyrepresentations, express or implied, not contained herein. All prior negotiations, understandings, terms and conditions are merged in this Contract.

9. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, successors and permitted assigns.

10. Assignment. Contractor may not assign any of its rights or obligations under this agreement without the written consent of the Town.

11. Modifications. No change, amendment, qualification or cancellation hereof shall be effective unless in writing and executed by each of the parties hereto by their duly authorized officers.

12. Laws. This agreement will be governed by the laws of the State of North Carolina. Venue shall be the Superior Court of Greene County.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first above written.

BEAMAN'S MULCHING SERVICE,
LIMITED LIABILITY COMPANY

By: _____
Chris Beaman, Manager Member

TOWN OF SNOW HILL

By: _____
Todd Whaley, Town Manager

EXHIBIT A

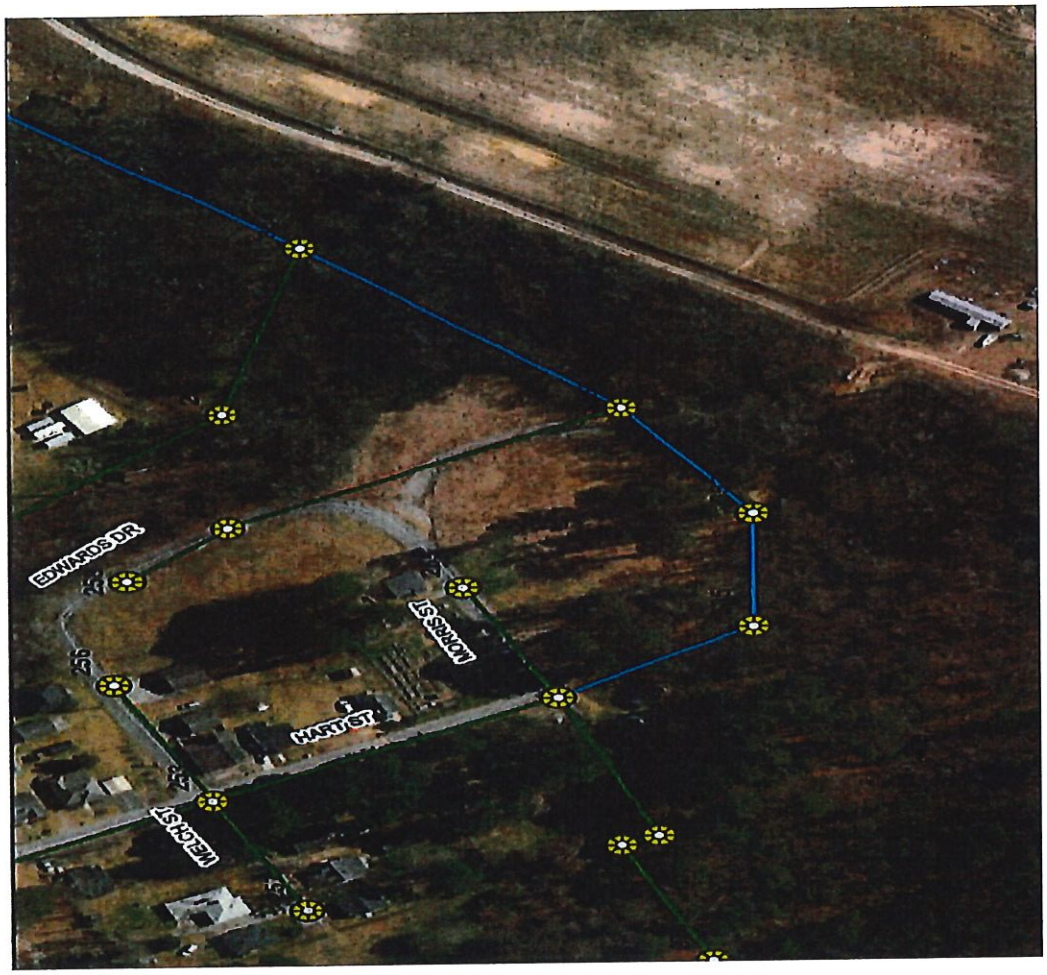
Requested Work:

The Town of Snow Hill would like a service to mow/bush hog and clean sewer right of ways. This service would be done on an annual basis with further details below.

Occurrence: Once Annually. Between 1 January 2022 – 31 April 2022

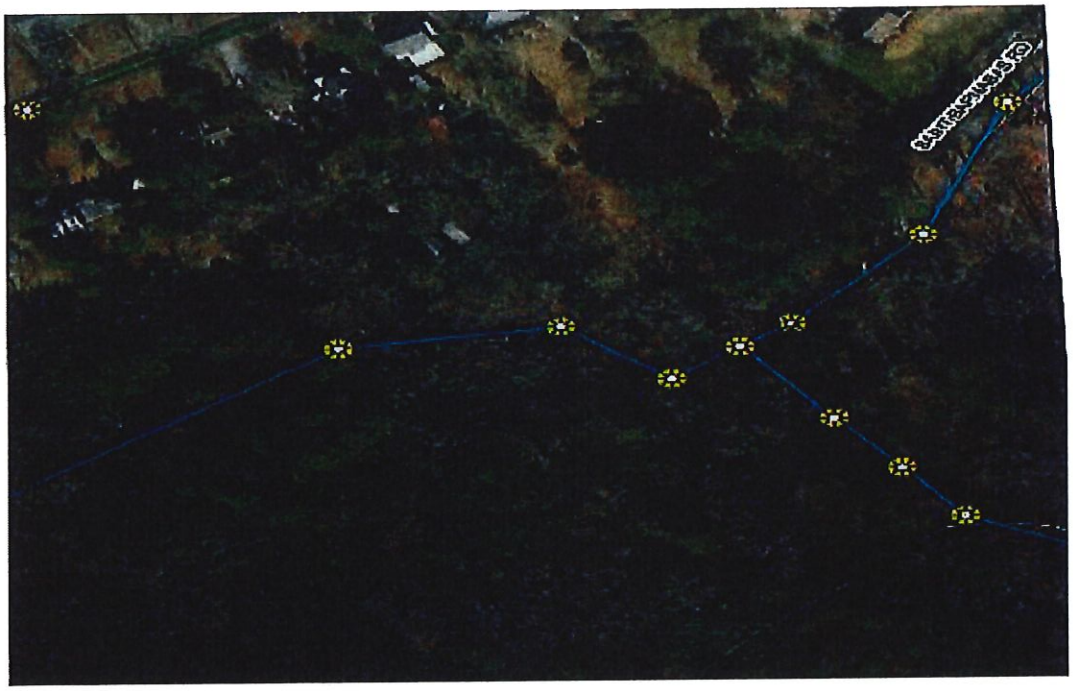
Locations: Maps are attached

- Location is at the end of Hart Street.



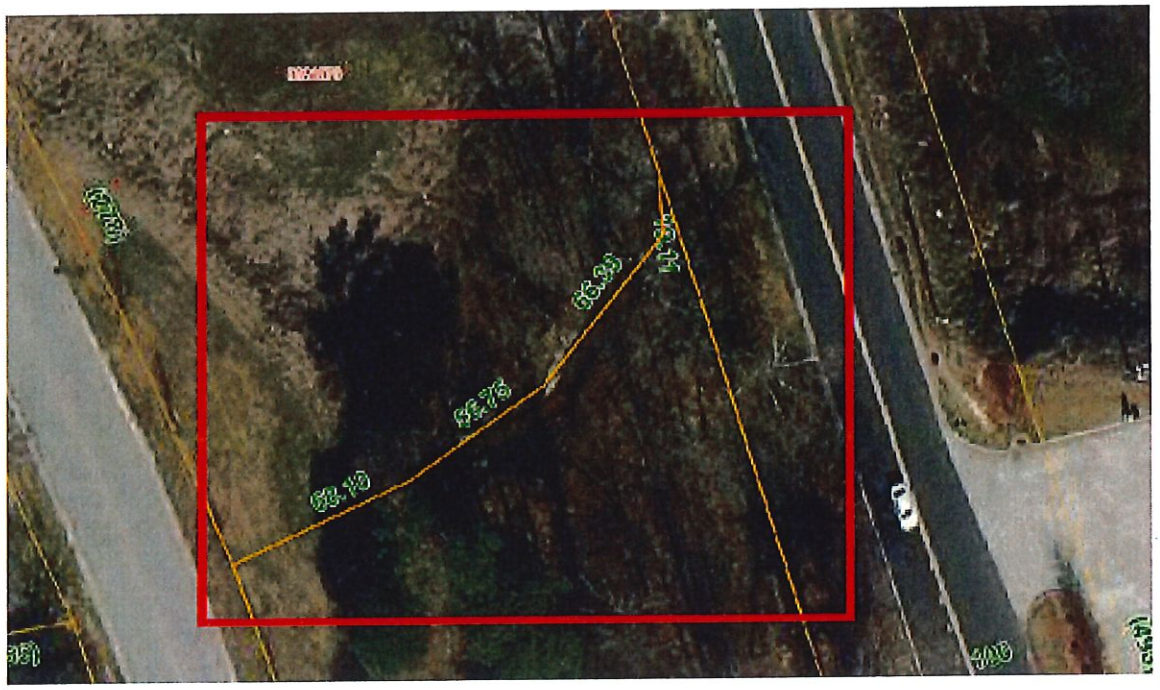
- Location behind LCC on W. Harper Street

- Location behind W. Greene Street. From Kingold Blvd. to SE Fourth Street.



- Location behind W. Greene Street. From Kingold Blvd. to SE Fourth Street.

- Between SE Second and SE Third – Behind Welcome to Snow Hill Sign. This area would include the embankment and around the existing sewer main.



Please Contact: Drake Robart 252-939-5213 wwtp_orc@snowhillnc.com

Todd Whaley 252-560-5949 manager@snowhillnc.com

Available Meeting Times: Mon. – Thurs. 7:30-5:30

Fri. 7:30-11:00

To: Mayor and Board Members
From: Todd Whaley
Date: 10 January 2022

REF: Public Hearing in consideration to host Elections in even years

Background:

Currently our Town elections are held on odd number years (ex. 2021, 2023). The option has presented itself to hold our elections in conjunction with the county and other elections. This is an opportunity for the Town to reduce the cost of an independent election while still allowing the same voter options. There will still be early voting, absentee voting, and election day voting. The only change would include: - current elected officials will not run until 2024; & the cost savings would be $3,715.17. Attached in your packet is a document showing the cost and voter turn-out of previous elections. 915.05 I would recommend holding a public hearing during our regular scheduled February board meeting for any voter concerns or questions before passing a resolution.

Recommendation: It is my recommendation to hold a public hearing February 15th, 2022 to allow voter concerns.

Now Therefore Be It Resolved, The Town of Snow Hill Board of Commissioners will hold a public hearing February 15th, 2022 on the matter of election change to even years.

Moved: LW Second: RW

Vote: Yes ✓ No _____

Unanimous: ✓

GREENE COUNTY
BOARD OF ELECTIONS

Town of Snow Hill

2021 Municipal Election Bill

Bill for Snow Hill

Category	Town of Snow Hill
Absentee Envelopes	$ 60.00
Absentee Meetings	$ 57.50
ATV Forms	$ 43.40
Automark cartridges	$ -
Ballot printing	$ 165.00
Ballot programming	$ 754.79
Ballot Supplies	$ 30.26
Batteries	$ -
Canvass	$ -
Credit for Filing Fees	$ (35.00)
Delivery /Pickup	$ 45.13
Early Voting Part Time	$ 812.77
ED roving	$ -
Election Day assistant	$ 92.50
Election Day meeting	$ 28.75
Hand-eye recount	$ 25.00
Legal Notice	$ 175.50
Lunch	$ 12.50
Mileage	$ 18.75
Office OT	$ 941.87
Office P/T wOT	$ -
One-Stop Rental Fee	$ 125.00
Poll books	$ 29.50
Poll worker Pay	$ 975.00
Postage	$ 272.00
Rental Equipment	$ -
Sup. Absentee Meeting	$ -
TOTAL OWED	**$ 4,630.22**

Same election bill if the election was in an even year (approximately)

Bill for Snow Hill

Category	Town of Snow Hill
Ballot printing	$ 165.00
Ballot programming	$ 754.79
Ballot Supplies	$ 30.26
Credit for Filing Fees	$ (35.00)
Grand Total	**$ 915.05**

Voter Turnout for the 2021 Municipal Election for the Town of Snow Hill: 437

Voter Turnout for the 2020 General Election for the Town of Snow Hill: 818

Voter Turnout for the 2019 Municipal Election for the Town of Snow Hill: 494

Voter Turnout for the 2018 General Election for the Town of Snow Hill: 569

Total Registered Voters in the Town of Snow Hill (as of December 2021): 1,065

Moving to even years will allow all voters to use absentee voting(One-Stop early voting) at no additional cost.

To: Mayor and Board Members
From: Todd Whaley
Date: 10 January 2022

REF: Consideration to adopt Information Technology Use and Data Breach Policy

Background:

The Town has never had a policy in place protecting and guiding the use of computer, electronic devices etc. The purpose of this policy is to provide guidelines for the proper use of office information technology resources, including computers, electronic devices, hardware, software, systems, and procedures if a beach or imminent breach is discovered. This will be utilized for all town employees.

Recommendation: (Motion Required) It is my recommendation to the Information Technology Use and Data Breach Policy

Now Therefore Be It Resolved, The Town of Snow Hill Board of Commissioners approves the Information Technology Use and Data Breach Policy

Moved: LW Second: RS

Vote: Yes ✓ No _____

Unanimous: ✓

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF SNOW HILL AMENDING PERSONNEL POLICY ARTICLE XI

WHEREAS, the Town of Snow Hill has adopted an ordinance regulating operation, policies, appointments, classifications, benefits, salary, promotion, demotion, dismissal, and conditions of employment of the employees of the Town of Snow Hill

WHEREAS, the Town Manager recommends an Information Technology Use and Data Breach Policy attached hereto and incorporated herein by reference as a method to maintain a policy and procedure of office information technology resources, including computers, electronic devices, hardware, software, systems, and procedures if a beach or imminent breach is discovered.

WHEREAS, to meet these standards, certain amendments regarding Information Technology Use and Data Breach is necessary and the Board of Commissioners desires to amend its policy accordingly

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF SNOW HILL that the Town of Snow Hill Personnel Policy be amended as follows:

Section I. Amendment of Article XI Personnel Records and Reports to the Snow Hill Personnel Policy

Section 10 is hereby added as follows:

Section 10 INFORMATION TECHNOLOGY USE AND DATE BREACH POLICY

PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the proper use of office information technology resources, including computers, electronic devices, hardware, software, systems, and procedures if a beach or imminent breach is discovered.

DEFINITIONS

Definitions related to this policy include:

Computer system - All computers (on-site and portable), electronic devices, hardware, software, and resources owned, leased, rented, or licensed by the Town of Snow Hill that are provided for official use by its employees. This includes all access to, and use of, Internet Service Providers (ISP) or other service providers provided by or through the Town or Town funding.
Hardware - Includes, but is not limited to, computers, computer terminals, network equipment, electronic devices, telephones, including cellular and satellite, pagers, modems, or any other tangible computer device generally understood to comprise hardware.
Software - Includes, but is not limited to, all computer programs, systems and applications including "shareware." This does not include files created by the individual user. Temporary file, permanent file or file - Any electronic document, information or data residing or located, in whole or in part, on the system including, but not limited to, spreadsheets, calendar entries, appointments, tasks, notes, letters, reports, messages, photographs or videos.

POLICY

It is the policy of the Town of Snow Hill that members shall use information technology resources, including computers, software, and systems, that are issued or maintained by the Town in a professional manner and in accordance with this policy.

PRIVACY EXPECTATION

Employees forfeit any expectation of privacy regarding emails, texts or anything published, shared, transmitted or maintained through file-sharing software or any internet site that is accessed, transmitted, received or reviewed on any Town computer or other system. The Town reserves the right to access, audit and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received and reviewed over any technology that is issued or maintained by the Town, including the Town email system, computer network, cellphone and/or any information placed into storage on any office system or device. This includes records of all keystrokes or web-browsing history made at any Town computer or over any Town network. The fact that access to a database, service or website requires a username or password or is the employee's personal email, Facebook or other person's software will not create an expectation of privacy if it is accessed through Town computers, electronic devices, or networks.

RESTRICTED USE

Employees shall not access computers, devices, software, or systems for which they have not received prior authorization or the required training. Employees shall immediately report unauthorized access or use of computers, devices, software, or systems by another member to their supervisors. Employees shall not use another person's access passwords, logon information and other individual security data, protocols and procedures unless directed to do so by a supervisor.

SOFTWARE

Employees shall not copy or duplicate any copyrighted or licensed software except for a single copy for backup purposes, in accordance with the software company's copyright and license agreement. To reduce the risk of a computer virus or malicious software, employees shall not install any unlicensed or unauthorized software on any Town computer. Employees shall not install personal copies of any software on any Town computer. When related to criminal investigations, software program files may be downloaded only with the approval of the Chief of Police. No employee shall knowingly make, acquire, or use unauthorized copies of computer software that is not licensed to the Town while on Town premises, computer systems or electronic devices. Such unauthorized use of software exposes the Town and involved employees to severe civil and criminal penalties. Introduction of software by employees should only occur as a part of the automated maintenance or update process of Town approved or installed programs by the original manufacturer, producer or developer of the software.

HARDWARE AND DATA

Access to technology resources provided by or through the Town shall be strictly limited to Town-related activities or official duties. Data stored on or available through Town computer systems shall only be accessed by authorized employees. Any exceptions to this policy must be approved by a supervisor.

INTERNET USE

Internet access provided by or through the Town shall be strictly limited to Town-related activities. Internet sites containing information that is not appropriate or applicable to Town use and which shall not be intentionally accessed include, but are not limited to, adult forums, pornography, gambling, chat rooms, and similar or related Internet sites. Certain exceptions may be permitted with the express approval of a supervisor as a function of an employee's assignment. This section shall not prohibit "Zoom" or "WebEx" or similar meetings. Downloaded information from the Internet shall be limited to messages, mail, and data files.

OFF-DUTY USE

Members shall only use technology resources provided by or on behalf of the Town while on duty or in conjunction with specific on-call assignments unless specifically authorized by a supervisor. This prohibition includes the use of telephones, cell phones, texting, email or any other "off-the-clock" non-work-related activities. This prohibition also applies to personally owned devices that are used to access office resources.

PROTECTION SYSTEM AND FILES

All employees have a duty to protect the computer system and related systems and devices from physical and environmental damage and are responsible for the correct use, operation, care, and maintenance of the computer system. Employees shall ensure Town computers and access terminals are not viewable by persons who are not authorized users. Computers and terminals

should be secured, users logged off and password protections enabled whenever the user is not present. Access passwords, logon information and other individual security data, protocols and procedures are confidential information and are not to be shared. Password length, format, structure, and content shall meet the prescribed standards required by the computer system or as directed by a supervisor and shall be changed at intervals as directed by IT staff or a supervisor. It is prohibited for an employee to allow an unauthorized user to access the computer system at any time or for any reason. Members shall promptly report any unauthorized access to the computer system or suspected intrusion from outside sources (including the Internet) to a supervisor. The Town's IT provider shall be contacted immediately.

INSPECTION AND REVIEW

The Town or its authorized designee has the express authority to inspect or review the computer system, all temporary or permanent files, related electronic systems or devices, and any contents thereof. Reasons for inspection or review may include, but are not limited, computer system malfunctions, problems or general computer system failure, a lawsuit against the Town involving one of its employees or an employee's duties, an alleged or suspected violation of any Town policy, request for disclosure of data, or a need to perform or provide a service or pursuant to random inspections. The Town or its agent may extract, download, or otherwise obtain all temporary or permanent files residing or located in or on the Town computer system when requested by the Board of Commissioners during regular duties that require such information.

DATA BREACH PROCEDURE

The Town of Snow Hill has implemented the following procedures to follow in the event of a data breach involving personally identifying information (PII) or other confidential information maintained on personal computers, Town networks, or internet programs used by staff.

In the event of a data breach or imminent breach of PII data, in order to contain the data breach and minimize the extent of the intrusion:

- Disconnect the affected and related systems or networks from Internet access.
- Contact Town Clerk and Chief of Police to notify them of the data breach or imminent breach of PII data.
- Document date and time the breach occurred, what files the user was accessing at the time of the breach, and actions taken to secure data.
- Contact your direct supervisor so they can detect and remove the malware or other information related to the breach.
- Notify the VOCA Administrator at Governor's Crime Commission within 24 hours of the breach occurrence or detection of breach/recognition of imminent breach.
- Review virus/malware/other protective software to review system vulnerabilities and increase the level of protection for the system.
- If possible, reimage the system and restore from backup files.

Following the incident, Town of Snow Hill staff will review procedures to determine if any actions by the user or the team contributed to the data breach. Staff will be updated on policies to protect against data breaches or imminent breaches of PII data.

A computer technician will review software, updates, and software/data protection programs to improve the security of the data and operating system to prevent further incidents. Information related to the data breach will be documented on the incident log, repairs or modifications implemented will be included on the log and kept in a secure location.
If necessary, the management team will review procedures and make necessary changes to the procedures to improve the security of PII and other secure information.

Section II: These amendments shall become effective upon passage.

Section III: Any provisions of the Charter or Code inconsistent herewith are hereby repealed.

DULY ADOPTED this the 10th day of January 2022.

TOWN OF SNOW HILL

Dennis K. Liles, Mayor

ATTEST:

Laquita Davis, Town Clerk

To: Mayor and Board Members
From: Todd Whaley
Date: 10 January 2022

REF: Board of Commissioner Meeting Schedule 2022

Background:

Attached is the Board of Commissioner Meeting Schedule for calendar year 2022. The meeting nights will remain on the second Monday of each month at 6pm. February meeting was changed to Tuesday due to Valentines Day falling on Monday, February 14th, 2022. If adopted, this will be posted publicly on our website.

Recommendation: Approve 2022 calendar year meeting schedule

Now Therefore Be It Resolved, The Town of Snow Hill Board of Commissioners approves 2022 calendar year Board of Commissioners meeting schedule

Moved: LW Second: DA

Vote: Yes ✓ No _____

Unanimous: ✓

Town of Snow Hill
Board of Commissioners
2022 Scheduled Meeting Dates

Monday, January 19th, 2022

Tuesday, February 15th, 2022

Monday, March 14th, 2022

Monday, April 11th, 2022

Monday, May 9th, 2022

Monday, June 13th, 2022

Monday, July 11th, 2022

Monday, August 8th, 2022

Monday, September 12th, 2022

Monday, October 10th, 2022

Monday, November 14th, 2022

Monday, December 12th, 2022

To: Mayor and Board Members
From: Todd Whaley
Date: 10 January 2022

REF: Holiday Schedule

Background:

Attached is the 2022 Holiday Schedule. The schedule was drafted directly from the states holiday schedule. No other changes.

Recommendation: It is my recommendation to adopt the holiday schedule as attached.

Now Therefore Be It Resolved, The Town of Snow Hill Board of Commissioners adopt the 2022 Holiday Schedule as attached.

Moved: RW Second: GS

Vote: Yes ✓ No _____

Unanimous: ✓

Town of Snow Hill
2022 Holiday Schedule

Holiday	*Observed Date*	*Day(s) of the Week*
Martin Luther King Jr. Birthday	January 17th, 2022	Monday
Good Friday	April 15, 2022	Friday
Memorial Day	May 30, 2022	Monday
Independence Day	July 4th, 2022	Monday
Labor Day	September 5th, 2022	Monday
Veterans Day	November 11th, 2022	Friday
Thanksgiving	November 24th & 25th , 2022	Thursday & Friday
Christmas	December 23rd, 26th, & 27th, 2022	Friday, Monday & Tuesday
New Year's Day	December 31st, 2022	Friday

To: Mayor and Board Members
From: Todd Whaley
Date: 10 January 2022

REF: Zoning Code Amendment in consideration to combine the Planning Board and Board of Adjustment into a new board entitled the "Town of Snow Hill Board of Planning and Adjustment".

Background:

Attached is a resolution in consideration of combining the planning board and board of adjustment. A public hearing was held 13 December 2021 with no one in attendance. I spoke with each board member and the details are as follows:

- **George Harrell**: - he stated he would be moving out of Greene County this year
- **Joan Atkinson**: stated she would be glad to continue to serve
- **Mary Dixon** – unable to serve due to health condition
- **Ernestine Sugg**: - stated she would be glad to continue to serve
- **Jodi Riddle**: - has already moved out of the county.
- **Jamie Wilkes**: - stated she would like to be removed from the board of adjustment.

Recommendation: (Motion Required) It is my recommendation to condense the planning board and board of adjustment into a new board entitled the "Town of Snow Hill Board of Planning and Adjustment".

Now Therefore Be It Resolved, The Town of Snow Hill Board of Commissioners approves the Town of Snow Hill Zoning Ordinance is hereby amended in all respects to combine the Planning Board and Board of Adjustment into a new board entitled the "Town of Snow Hill Board of Planning and Adjustment".

Moved: LW Second: DA

Vote: Yes ✓ No _____

Unanimous: ✓

Planning Board

Bobby Taylor – Chair 252-526-2970

Jimmy Davenport ETJ - 252-559-0875

Diane Davis – alternate 252-747-8323

Sam Edmonds – 252-468-3529

Landon Schertzinger – ETJ 252-268-1612

Salvador Tinoco – 252-253-9778

Joan Atkinson 252-747-2546

Ernestine Suggs – ETJ 252-933-0420;

Board of Adjustments

George Harrell – Chair 252-531-9409

Mary Dixon 252-747-3586

Jodi Riddle – alternate – 252-814-4776

Jamie Wilkes 252-714-4642

Board will resolve. No members

AN ORDINANCE OF THE BOARD OF COMMISSIONERS
OF THE TOWN OF SNOW HILL
AMENDING THE ZONING CODE

WHEREAS, the Town of Snow Hill has a Planning Board and Board of Adjustment;

WHEREAS, to increase the efficient planning and zoning processes of the Town, the Board of Commissioners desires to combine the Planning Board and Board of Adjustment to form a new land development board to be referred to as the Board of Planning and Adjustment as allowed by Chapter 160D of the North Carolina General Statutes.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF SNOW HILL, that the Town of Snow Hill Zoning Ordinance is hereby amended in all respects to combine the Planning Board and Board of Adjustment into a new board entitled the "Town of Snow Hill Board of Planning and Adjustment".

This ordinance shall become effective immediately upon its adoption.

DULY ADOPTED, this 10th day of January, 2022.

TOWN OF SNOW HILL

Dennis K. Liles

DENNIS K. LILES, Mayor

ATTEST:

Laquita Davis

Town Clerk

To: Mayor and Board Members
From: Todd Whaley
Date: 10 January 2022

REF: Town of Snow Hill Board of Planning and Adjustment member appointments

Background:
Appointments to the newly created Board of Planning and Adjustment should be made following adoption of the ordinance amendment. The Board will consist of seven (7) voting members and 2 alternates. Board members will serve staggered terms of three years each. For purposes of initial board creation and the implementation of staggered terms, the initial term of four members will be two years. It is my recommendation to combine the existing Planning Board membership with the two Board of Adjustment members who are available and willing to serve as follows:

	Appointee	Term
1.	Bobby Taylor	January, 2022 - January, 2025
2.	Sam Edmonds	January, 2022 - January, 2025
3.	Jimmy Davenport (ETJ)	January, 2022 - January, 2025
4.	Salvador Tinoco	January, 2022 - January, 2025
5.	Landon Schertzinger	January, 2022 - January, 2024
6.	Joan Atkinson	January, 2022 - January, 2024
7.	Ernestine Suggs – ETJ	January, 2024 - January, 2024
	Alternate	
1.	Diane Davis	January, 2022 - January, 2024
2.	*To be filled*	January, 2022 - January, 2025

Recommendation: (Motion Required) It is my recommendation to make the appointments and set the terms of office as presented herein.

Now Therefore Be It Resolved, The Town of Snow Hill Board of Commissioners approves the appointment to the Board of Planning and Adjustment of Bobby Taylor, Sam Edmonds, Jimmy Davenport, and Salvador Tinoco for a term of January 2022 through January, 2025 and Landon Schertzinger, Joan Atkinson, Ernestine Suggs, and Diane Davis, as an alternate member, for a term of January, 2022 through January 2024.

Moved: LW Second: GS

Vote: Yes ✓ No _____

Unanimous: ✓

SNOW HILL POLICE DEPARTMENT

December 2021

MONTHLY CRIME SUMMARY

1)	Larceny-	2
2)	Assaults-	1
3)	Breaking/Entering	
	a. Residential	1
	b. Commercial	2
	c. Motor Vehicle	0
	d. Storage Buildings	0
4)	Robbery-	0
5)	Sex Offenses-	0
6)	Homicide-	0
7)	Fraud-	1
8)	Damage to Property(Vandalism)	0
	DWI arrests	0
	State citations	10
	Town citations	62
	Traffic accidents	6

Public Works / Utilities
10 January 2022

A. Water:
- Wells checked daily
- Samples taken daily
- Completed approximately 20-30 locates
- water service repairs
- Waiting for Rate Study Information
- Installed 15 backflow preventors at Genesis Hill subdivision.

B. Sewer:
- Weekly lift station checks
- Weekly samples
- Bench and Calibration every Monday and Tuesday
- Monthly reporting
- Sewer lateral back up x6
- Waiting for Rate Study Information

C. Sanitation:
- Weekly waste industries trash pick up
- Weekly debris removal
- 2 special pick up

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

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

REVENUE -EXPENSE REPORT MONTH ENDING DECEMBER 31, 2021

PG1

50.00%

Revenues

100 GENERAL FUND Accounts	004 REVENUE Budgeted	Amended	Actual	YTD Pct percentage
100 GENERAL FUND				
004 REVENUE				
Property taxes	$342,000.00	$342,000.00	$229,527.46	67.11%
03020 Mv Taxes	$61,000.00	$61,000.00	$31,109.78	51.00%
Waste Collection Fees	$149,725.00	$149,725.00	$64,508.00	43.08%
Special Pickups	$500.00	$500.00	$510.00	102.00%
Sale of Lots	$22,500.00	$22,500.00	$30,775.00	136.78%
Grave Openings	$35,000.00	$35,000.00	$32,400.00	92.57%
Install Grave Markers	$500.00	$500.00	$400.00	80.00%
Other Revenue	$553,430.00	$553,430.00	$298,945.84	54.02%
03990 Fund Balance	$86,870.00	$86,870.00	$0.00	0.00%
Total GENERAL FUND	**$1,251,525.00**	**$1,251,525.00**	**$688,176.08**	**54.99%**
POWELL BILL				
STATE ALLOCATION	43,000.00	$43,000.00	$49,158.37	**114.32%**
600 WATER/SEWER FUND				
004 REVENUE				
Water Fees	$432,250.00	$432,250.00	$192,876.55	44.62%
Sewer Fees	$527,145.00	$527,145.00	$215,832.78	40.94%
Other Revenue	$147,800.00	$147,800.00	$46,144.12	31.22%
37980 APPR RETND EARNINGS	$0.00	$12,720.00		
039910 RETAINED EARNINGS		$0.00		
Total WATER/SEWER FUND	**$1,107,195.00**	**$1,119,915.00**	**$454,853.45**	40.61%
TOTAL ALL REVENUE FUNDS	**$2,401,720.00**	**$2,414,440.00**	**$1,192,187.90**	**49.38%**

PG2

Expenses

100 GENERAL FUND				
005 EXPENSE				
04110 Governing Body	$46,100.00	$46,100.00	$24,453.23	53.04%
04120 Administration	$220,052.00	$220,052.00	$119,377.83	54.25%
04170 Election expense	$4,000.00	$4,000.00	$4,630.22	115.76%
04300 Police	$473,471.00	$473,471.00	$208,992.52	44.14%
04310 Fire Protection Contract	$76,180.00	$76,180.00	$40,000.00	52.51%
04510 Streets	$106,010.00	$106,010.00	$52,978.37	49.97%
04710 Solid Waste Collection	$155,060.00	$155,060.00	$69,249.60	44.66%
04740 Cemetery	$61,452.00	$61,452.00	$32,012.76	52.09%
04930 Community Development	$109,200.00	$109,200.00	$40,945.25	37.50%
Total GENERAL FUND	**$1,251,525.00**	**$1,251,525.00**	**$592,639.78**	**47.35%**
110 Powell Bill	$43,000.00	$43,000.00	$27,647.77	
Total POWELL BILL	**$43,000.00**	**$43,000.00**	**$27,647.77**	**64.30%**
600 WATER/SEWER FUND				
005 EXPENSE				
07130 Water	$492,590.00	$498,950.00	$207,939.03	41.68%
07140 Sewer	$614,605.00	$620,965.00	$269,919.88	43.47%
Total WATER/SEWER FUND	**$1,107,195.00**	**$1,119,915.00**	**$477,858.91**	**42.67%**
TOTAL EXPENSE ALL FUNDS	**2,401,720.00**	**2,414,440.00**	**1,098,146.46**	**45.48%**

PROJECT INFORMATION UPDATES

1. **Greene County Parcel No. 0805535**
   Waiting on NCDOT to move forward with this project before any further action needed.

2. **LED Sign**:
   The LED sign for beautification circle in front of Bojangles has arrived. One issue I am currently facing is the NCDOT right-of-way. According to NCDOT the right of way extends almost to the new Walgreens building. Our existing sign is technically in their right of way. Engineers are working with me to make this sight work since we already have an existing sign on this property. We are looking at 75' set back from the front and 50' from Third Street. The new changes would reflect the current sign out of the state right-of-way. Current time frame before approval is February 2022

3. **Water / Sewer – No change since September Meeting**
   I met with UNC School of Government on 20 August regarding the rate study information. They have all our required documentation and have started the process. As soon as they send me the results, we will collectively entertain their study and see what necessary actions are needed moving forward. As mentioned before, I do anticipate an increase in utilities to ensure we are not in another financial crunch.

4. **Christmas Lights: – No change since September Meeting**
   We have not received any feed back regarding personal snowflakes. All snowflakes were installed early December. All Christmas décor will be taken down the week of 17 January. The receptacle on West Harper Street and SE Third are currently burning 24/7 due to availability of solar sensors. There was no additional cost. Duke energy will install solar sensors when they arrive.

5. **SCADA System Replacement**
   The SCADA equipment has arrived. Gopher Utilities are working with Nfinity Link on some IP issues. Once complete the remaining infrastructure will be installed. Again, this expenditure may be American Rescue Plan funding eligible.

6. **American Rescue Plan Funding (COVID Money)**
   The U.S. Treasury announced Thursday that the previous Oct. 31 deadlines for cities to file their reports on expenditures of American Rescue Plan (ARP) funds will be extended

into next year. The extension of these deadlines provides cities with much-needed time to work through the details for reporting to the federal government. Additional reporting info is expected from the U.S. Treasury in the months ahead. Deadlines for spending have not changed with this announcement, and ARP funds are still not required to be obligated until Dec. 31, 2024, and spent by Dec. 31, 2026. With the state still deciding on the appropriation of its ARP funds, and the U.S. Treasury expected to update its current interim spending guidance in the coming months, there remains ample time for cities to plan for the expenditure of their funds.

I would suggest the Board to consider a retreat meeting to discuss the potential expenditures with the ARP monies. I would also highly encourage to not publicly appropriate or delegate any funds to one particular project until the final ruling has been delivered. There will be several options we can entertain at the appropriate time.

7. **Parks and Recreational Trust Fund Grant**
   I have spoken with Brittany Shipp with PARTF with regards to potentially applying for grant funds. There will be some significant pre-application checks and balances that will need to be reviewed on behalf of her staff prior to submittal.

8. **Copy Pro**
   I have met with Copy Pro, who provide our printer services at the Town Offices. After review we are spending nearly $800 monthly for a printer in each office, public works, and Police Department. In addition, we are billed quarterly for any overages that have occurred. With that in mind, I have concluded to reduce individual printers with one main printer at Town Hall that everyone can print/scan/fax from. The police department will still retain a copy pro printer for confidentiality and the service that may be needed for the 24/7 coverage. Public Works will also have only 1 printer for their water and sewer needs since their offices are at another location. In total we are reducing from 9 printers to 3. I will approve a small outsourced inexpensive printer to expedite customer service for the offices needed.