



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

Monday 13 February 2023, 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. Roll Call**

**II. Approval of Agenda**

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

**IV. Consent Agenda:**

- A. Consider Approval of Minutes 09 January 2023
- B. Cauley & Pridgen Law Firm Contract Renewal

**V. Proclamation**

- A. Black History Month – February

**VI. Town Manager Report:**

- A. Software Increase - Budget Ordinance Amendment; Snow Hill Police Department - *Action*
- B. Resolution to Surplus Personal Property - Police Vehicle - *Action*
- C. Authorization to remove (3) three nuisance trees - *Action*.
- D. Neuse Regional Library – Budget Request
- E. Retreat Meeting Information – *Action*

**VII. Monthly Reports:**

- A. Financial Report
- B. Police Report

## C. Public Works

### VIII. 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 February 2023.*



MINUTES  
SNOW HILL BOARD OF COMMISSIONERS

Monday 09 January 2023, 6:00 p.m.

*G. Melvin Oliver Town Hall*

908 SE Second St.

**Call to Order:** Mayor Liles  
**Invocation:** Commissioner Daniels  
**Pledge of Allegiance:** Mayor Liles

**I. Roll Call**

**Attendees:** Mayor Liles; Mayor Pro-Tem Wilkes; Commissioner Andrews; Commissioner Daniels; Commissioner Shackelford; Commissioner Washington; Town Manager Whaley; Town Clerk Davis.

**II. Approval of Agenda**

Commissioner Shackelford asked to add a Closed session for personnel matters to the agenda.

Motion was made to approve the agenda with the amendment to add a closed session.

Motion by: Washington

Second by: Andrews

Votes: Ayes – 5

Nays – 0

Abstained – 0

*Approved*

**III. Public Comments (NCGS § 160A-81-1)**

Tim Medlin, 407 School St., spoke about his growing concern about lack of ordinance enforcement, loud animals, too many vehicles in yards, building ordinances, condemned properties, would like the town to follow through with enforcing the ordinance violations.

Gary Christman, 106 Eastover Dr., said he agrees with the comments that Mr. Medlin made; said dogs are a nuisance in his neighborhood, small signs are an issue and should have been cleaned up when the election was over, but overall, the Town is okay but there are some areas that need attention. Requested more code enforcement.

Commissioner Wilkes asked what could be done about the election signage that is left around town. Attorney Pridgen said it is supposed to be cleaned up within 3 days after the election; but said he is unsure if it would be the committee or the candidate that would be penalized for them being left.

Salvador Tinoco – requested clarification of the burn ordinance, said he and his brother have fire pits in their yards that they like to sit by, but a few weeks ago a concerned citizen stopped in the street by his house taking pictures and trying to see what they were burning; Also said he's bothered by the time it took the Commissioners to discuss the non-profit status and how the Town on a yearly basis donates \$10,000 of free money to organizations and bothered by the Town giving away tax money, said the policy is unfair and he would like the board to entertain the idea of getting rid of that policy and that he will be back with more information in the future concerning this.

#### **IV. Consent Agenda:**

- A. Consider Approval of Minutes 14 November 2022
- B. Budget Ordinance Amendment, Cauley & Pridgen Law firm - \$23,939.91 – general services and litigation.
- C. Resolution in support of closing North Carolina's Health Insurance Gap

Motion was made to approve the Consent Agenda

Motion by: Washington

Second by: Andrews

Votes: Ayes – 5

Nays – 0

Abstained – 0

*Approved*

After the Consent Agenda was approved Mayor Pro-Tem Wilkes asked about the high fees of the Deven Hodges litigation. Said there are 9 people listed and she does not understand why the Town is paying all those people when the contract is with Brian Pridgen and Snow Hill.

Commissioner Andrews explained they are a team, and he has to have the team to help get the information together and within the firm there it takes the whole team to handle the cases.

Attorney Pridgen explained the required court appearances, and multiple filings due to the defendant that lasted over a year. Also said that paralegals and associates help keep the costs down with the work they contribute; said he would be happy to discuss more specifics in the closed session.

## **V. Presentations**

- A. FY 21-22 Audit – Austin Eubanks, Thompson Price Scott Adams  
Adams explained what was involved in conducting the audit; said there is a deficiency in separation of duties, suggested the Board needs to get more involved in assisting with this,

## **VI. Proclamation:**

- A. Dr. Martin Luther King Jr. Day – Mayor Liles read the proclamation.

## **VII. Town Manager Report:**

- A. Snow Hill Police Department – Traffic Checkpoint Policy  
Motion was made to adopt the Traffic Checkpoint Policy  
Motion by: Andrews  
Second by: Washington  
Votes: Ayes – 5  
Nays – 0  
Abstained – 0  
*Approved*
- B. Solicitation for Audit Firms FY 22-23  
Motion was made to approve the RFP for Audit Firms  
Motion by: Washington  
Second by: Andrews  
Votes: Ayes – 5  
Nays – 0  
Abstained – 0  
*Approved*
- C. Yearly Municipal Appointment - East Carolina Council  
Motion was made to nominate Commissioner Washington to serve.  
Motion by: Daniels  
Second by: Shackelford  
Votes: Ayes – 5  
Nays – 0  
Abstained – 0  
*Approved*
- D. Code Enforcement Proceedings  
Motion was made to proceed with condemning the properties at 315 SE Second St. and 706 W. Harper St.  
Motion by: Washington  
Second by: Andrews  
Votes: Ayes – 5  
Nays – 0  
Abstained – 0  
*Approved*

**VIII. Monthly Reports:**

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

**IX. Motion was made to go into Closed session at 6:58 p.m.**

Motion by: Andrews  
Second by: Washington  
Votes: Ayes – 5  
Nays – 0  
Abstained – 0  
*Approved*

**Motion was made to come out of Closed session at 7:33 p.m.**

Motion by: Washington  
Second by: Shackelford  
Votes: Ayes – 5  
Nays – 0  
Abstained – 0  
*Approved*

**X. Comments from Mayor and Board:**

Commissioner Daniels wanted to announce Happy Law Enforcement Appreciation Day.  
Commissioner Washington announced the MLK Day Celebration that will be held at Maury Chapel Church, Maury on Sunday, January 15 at 5 p.m.

**XI. Adjournment**

Motion was made to adjourn at 7:34 p.m.  
Motion by: Andrews  
Second by: Wilkes  
Votes: Ayes – 5  
Nays – 0  
Abstained – 0  
*Approved*

Approved: Dennis K. Liles Dennis Liles, Mayor

Respectfully Submitted: Laquita Davis Laquita Davis, Town Clerk



**To:** Mayor and Board Members  
**From:** Todd Whaley  
**Date:** 13 February 2023

**REF:** Consent Agenda

**Background:**

- A. Consider Approval of Minutes 9 January 2022
- B. Consider Approval Cauley & Pridgen Law Firm Contract Renewal – *An email was sent on January 26<sup>th</sup>, 2023, with the updated contract for our attorney. I have not received any further questions, comments, or concerns. At this time, I would entertain a motion to approve the contract.*

**Recommendation:** Approve consent agenda as stated

**Now Therefore Be It Resolved;** the Town of Snow Hill Board of Commissioners approve the consent agenda.

Moved: LW Second: DA

Vote: Yes ✓ No       

Unanimous: ✓



MINUTES  
SNOW HILL BOARD OF COMMISSIONERS

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Approved: \_\_\_\_\_ Dennis Liles, Mayor

Respectfully Submitted: \_\_\_\_\_ Laquita Davis, Town Clerk

**LEGAL SERVICES AGREEMENT  
BETWEEN CAULEY PRIDGEN, P.A.  
AND THE TOWN OF SNOW HILL**

This Agreement is made and entered into effective the \_\_\_\_ day of February, 2023 by and between Cauley Pridgen, P.A., a professional association of attorneys licensed to practice law in the State of North Carolina (hereinafter the "Firm") and the Town of Snow Hill, a North Carolina municipal corporation and body politic (hereinafter the "Town");

WITNESSETH

WHEREAS, the Firm is a multi-disciplinary law practice which provides legal services to local governments, among other clients; and

WHEREAS, the Town desires to employ the services of the Firm, as independent contractors, to be its legal advisors and represent its legal interests on a non-exclusive basis.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Engagement and Scope of Representation. Town hereby engages the Firm and the Firm hereby accepts such engagement to provide non-exclusive legal representation of the Town, the scope of which representation will include general legal services as Town Attorney, including prosecution and defense of claims for and against the Town; advising the Mayor and Board of Commissioners, Town Manager and other Town officials with respect to the affairs of the Town; drafting and reviewing proposed ordinances, resolutions, contracts, franchises and other instruments with which the Town may be concerned and such other matters as may be assigned by the Town and accepted by the Firm. Any attorney member of the Firm may provide or direct the services to be delivered under this Agreement.

2. Fees and Expenses. The representation will be in accordance with the Firm's standard billing practices and procedures for its local government clients.

All work will be billed at the rate of \$185.00 per hour for partners, except that litigation and grant-funded matters shall be billed at \$250.00 per hour. Other attorneys will be billed at the Firm's standard billing rate but not to exceed \$175 per hour. Paralegal services will be billed at \$75.00 per hour for all matters. The Firm will not charge for travel time to attend regular Board meetings. The Firm may use the services of any members thereof, including principals, associates and paralegals. In addition, the Firm will bill for out-of-pocket expenses, including depositions, court filing fees, phone charges, copying, mileage (at the IRS rate) and other travel charges. A monthly fee of ten (10%) of the monthly charges will be assessed to cover general firm/client administrative costs, such

fee not to exceed \$250.00 per month.

3. Billing Policy. Unless the Town requests more frequent billings, the Firm will bill the Town at least quarterly (typically five times per fiscal year—July, October, December, February and April) and the Town will pay amounts billed within thirty days after receipt.

4. Term of Representation. The representation provided for herein will be for a period of three years beginning upon the date of execution below unless sooner terminated as provided herein. Thereafter, this Agreement will automatically renew for successive periods of three years until written notice of intent not to renew is provided by the Firm or the Town. Professional rates and fees charged by the Firm may be adjusted upon any renewal date and this Agreement shall automatically be amended to reflect such changes.

5. Agreement on Representation. The Town agrees to pay the Firm for the performance of the legal services described above and any costs incurred in connection therewith as set forth above. The Town also agrees to cooperate with the Firm and to provide all information which will assist in this representation. The Town has authorized and directed the Firm to take any and all actions which are believed by the Firm, in its experience, judgment and discretion as practicing attorneys, to be advisable when rendering services on the Town's behalf, provided that the Town is kept informed and consulted with as appropriate.

6. Potential Conflicts. The Firm serves clients throughout the State of North Carolina. From time-to-time, conflicts may be encountered which would legally or ethically affect the Firm's ability to provide representation of the Town. The Firm will examine potential conflicts as they arise during the course of the representation and will advise the Town of any potential conflicts it recognizes.

7. Withdrawal and Termination The Firm reserves the right to withdraw from representing the Town if it fails to honor the terms of this Agreement, including payment of fees and costs, or for any other reason as permitted or required by applicable ethical or legal restrictions. The Firm will notify the Town in writing if it is deemed necessary to withdraw from representing the Town in any capacity. Upon withdrawal, the Town will pay promptly for all services rendered and all other costs incurred as set forth above prior to the effective date of withdrawal. The Town may also terminate the services of the Firm in any capacity at any time by providing notice of termination in writing thirty (30) days in advance. Upon termination, the Town will pay promptly all amounts due for services rendered and costs incurred prior to the effective termination date. Upon termination by the Town, the Town shall also pay the difference between the Firm's established billing rates and the rates charged in this Agreement for the period of time up to termination.

8. Independent Contractor. The relationship between the parties is strictly an

independent contractor relationship. The Firm shall be solely responsible for determining the means and methods of accomplishing the legal work assigned by the Town and the Town does not control how the work is done. Further, the Town agrees and acknowledges that the Firm provides services to other local governments in addition to the Town and will be continuing to provide such services during the same time period covered by this Agreement. The Firm shall be solely responsible for providing training and continuing legal education to its members and for determining the hours worked by its members. The Firm will carry professional liability insurance in the amount of not less than \$1 million per occurrence. The Firm will not use the services of employees of the Town. As an independent contractor, the Firm, and not the Town, will be responsible for all withholding taxes and benefits for its employees and for obtaining all business licenses as required by law. As an independent contractor, neither the Firm or any of its members, shall be entitled to receive and the Town shall be under no obligation to provide any of the fringe benefits which it typically provides or may hereafter provide to its employees, including but not limited to, health and medical insurance coverage, life insurance coverage, disability insurance coverage, unemployment insurance coverage, workers' compensation insurance coverage, holiday, vacation and sick leave, retirement contributions, vehicle allowances or any other benefits.

9. Governing Law. This Agreement shall be governed and construed under the laws of North Carolina.

10. Assignment. This Agreement and the rights and obligations hereunder may not be assigned without the written consent of the both parties.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties.

In Witness Whereof, the parties have caused this Agreement to be executed as of the day and year first above written.

**CAULEY PRIDGEN, P.A.**

By: \_\_\_\_\_  
J. Brian Pridgen, Vice President/Shareholder

**TOWN OF SNOW HILL**

By: \_\_\_\_\_  
Dennis K. Liles, Mayor

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Town Clerk

[AFFIX MUNICIPAL SEAL]

This instrument has been pre-audited in the manner  
Required by the Local Government Fiscal Control Act.

\_\_\_\_\_  
Finance Director



**To:** Mayor and Board Members  
**From:** Todd Whaley  
**Date:** 13 February 2023

**REF: Proclamation:** Black History Month – February

**Background:**

Mayor Liles will request a Board member to read aloud a Proclamation in honor of February Black History Month

**Recommendation:** No recommendation needed.





***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 2023 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

Dennis K. Liles, Mayor

Rosa Wilkes

Rosa Wilkes, Mayor Pro - Tempore

Dianne J. Andrews

Dianne J. Andrews

Geraldine E. Shackelford

Geraldine E. Shackelford

Lorraine B. Washington

Lorraine B. Washington

Faye Daniels

Faye Daniels

Attest: Laquita Davis  
Laquita Davis, Town Clerk



**To:** Mayor and Board Members

**From:** Todd Whaley

**Date:** 13 February 2023

**REF:** Software Increase - Budget Ordinance Amendment; Snow Hill Police Department

**Background:**

The Snow Hill Police Department was informed mid-January of a price increase for software. The price increase stems from North Carolina updating their police software package that allows officers to electronically create and submit citations, reports, and vehicle crash diagrams. The total upfront cost is \$12,770.00. The annual reoccurring cost is \$5,200.00.

I would encourage the board to consider paying the upfront cost from our fund balance ARP fund to reduce budgeted operating cost. If approved, the remaining balance for ARP funds would be \$53,578.33. Annually we would expect our Police Department budget to increase \$5,200.00

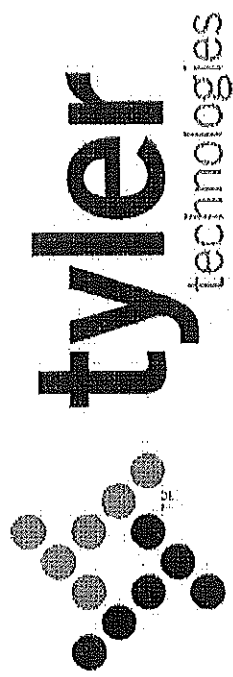
**Recommendation:** Approve paying the upfront cost from our fund balance ARP fund in the amount of \$12,770.00.

**Now Therefore Be It Resolved;** the Town of Snow Hill Board of Commissioners approve the upfront cost from our fund balance ARP fund in the amount of \$12,770.00.

Moved: DA Second: LW

Vote: Yes / No       

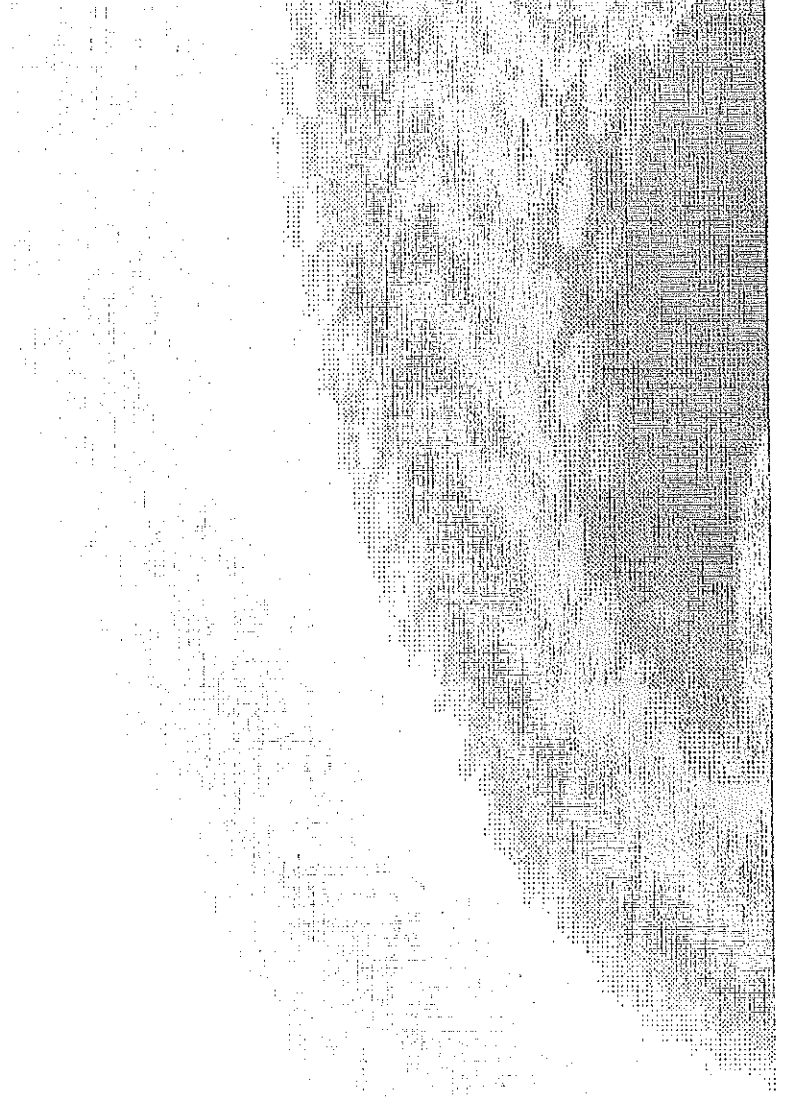
Unanimous: /

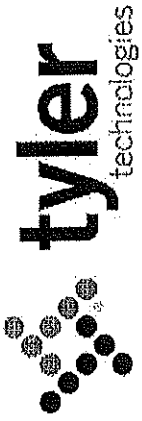


INVESTMENT SUMMARY  
Town of Snow

PRESENT  
Bridge

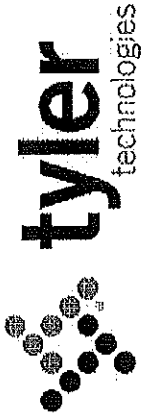
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## INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 5,000
Third-Party Products	\$ 0
Other Cost	\$ 0
Travel	\$ 1,385
<b>Total One-Time Cost</b>	<b>\$ 6,385</b>
Annual Recurring Fees/SaaS	\$ 5,200
Tyler Software Maintenance	\$ 0



**Sales Quotation For:**  
Town of Snow Hill  
201 N Greene St  
Snow Hill, NC 28580-1498  
Phone: +1 (252) 747-3414

**Shipping Address:**  
Town of Snow Hill  
201 N Greene St

Quoted By: Bridget Vuolo  
Quote Expiration: 9/30/23  
Quote Name: eCrash with diagramming

**Annual / SaaS**

Description	Quantity	Fee	Discount	Annual
Enforcement Mobile				
Subscription License Fees				
Task: local ordinance violations	1	\$ 1,625	\$ 325	\$ 1,300
Interface: North Carolina DMV	1	\$ 1,625	\$ 325	\$ 1,300
Interface: Southern RMS	1	\$ 1,625	\$ 325	\$ 1,300
Crash Report Software (w/Drawing Tool) [5]	5	\$ 325	\$ 325	\$ 1,300
TOTAL				\$ 5,200

**Services**

Description	Quantity	Unit Price	Discount	Total	Maintenance
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Enforcement 100101010					
Standard Crash Training Package	1	\$ 1,500	\$ 0	\$ 1,500	\$ 0
MOD: Crash Report - set up and config	1	\$ 2,500	\$ 0	\$ 2,500	\$ 0
Project Management	1	\$ 1,000	\$ 0	\$ 1,000	\$ 0
<b>TOTAL</b>				<b>\$ 5,000</b>	<b>\$ 0</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 5,200
Total Tyler Services	\$ 5,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Contract Total</b>	<b>\$ 10,200</b>	
<b>Travel</b>	<b>\$ 1,385</b>	

#### Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

TOWN OF SNOW HILL				
ARP PRELIMINARY BUDGET				
MAY 2021 - DECEMBER 2026				
	Total Fund: 2021	Total Funds 2022	Total All Together	
	240,935.27	240,935.27	481,870.54	
<b>Request:</b>		<b>Budgeted Project</b>	<b>Money Spent</b>	<b>Project Description:</b>
Employee Bonus 2021:		\$ 59,961.09	\$ 59,961.00	Employee Bonus 2021
Employee Bonus 2022:		\$ 20,100.00	\$ 20,100.00	Employee Bonus 2022
Leaf Collection Unit:		\$ 45,845.00	\$ 45,845.00	Leaf Collection Unit
Public Works Vehicle(s):		\$ 60,000.00	\$ 57,212.26	2 F-150 single cab PW Trucks
Police Vehicle:		\$ 45,000.00	\$ 43,112.06	Vehicle Acquisition
		\$ 12,770.00	\$ 12,770.00	Software Upgrade
Roof Town Hall:		\$ 45,000.00	\$ 41,280.00	New Roof Installation
Roof Public Works Shop:		\$ 15,000.00	\$ 12,333.00	Gutter, Roof and OH Door Repair
Cemetery Improvements		\$ 20,000.00		
SCADA Upgrade		\$ 59,616.12	\$ 59,616.12	SCADA Upgrade - Gopher Utilities
Water Department		\$ 20,000.00	\$ 12,918.00	Paint and Repairs Well No. 1, 2, & 3
Sewer Department		\$ 25,000.00	\$ 3,910.85	Influent & Effluent Flow Replacement
			\$ 19,376.60	Sensa phone cell system.
	<b>TOTAL</b>	<b>\$ 428,292.21</b>	<b>\$ 388,434.89</b>	
	<b>Unassigned Funds:</b>		<b>\$ 53,578.33</b>	

**Ordinance**  
Budget Amendment  
Fiscal Year 2022/2023  
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 Statue 159-15, the following budget amendment be made for the Budget Ordinance adopted June 13, 2022

	(Decrease)	Increase
<u>APPROPRIATION FUND BALANCE</u> <u>100-004-03900-39900</u>	12,770.00	
<u>SOFTWARE SUPPORT MAINTENANCE PD</u> <u>100-005-04300-05354</u>		12,770.00
	12,770.00	12,770.00

Adopted this the 13 day of February  
2023

ATTEST:

Darin K. Liles  
Mayor

Laquita Davis  
Clerk





**To:** Mayor and Board Members  
**From:** Todd Whaley  
**Date:** 13 February 2023

**REF:** Resolution to Surplus Personal Property - Police Vehicle – *Action*

**Background:**

With the arrival of our new police vehicle, I am requesting the authorization to sell its replacement. I would recommend a sealed bid sale to be open for no less than 30 days. The highest bid will receive the vehicle. Due to significant maintenance issues I do not suggest a minimum requirement bid.

**Recommendation:** It is my recommendation to approve the sale of 2011 Ford Crown Victoria; VIN # 2FABP7BV1BX100690

**Now Therefore Be It Resolved,** The Town of Snow Hill Board of Commissioners approves the sale of 2011 Ford Crown Victoria; VIN # 2FABP7BV1BX100690

Moved: lw Second: DA

Vote: Yes / No /

Unanimous: /



## RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN SURPLUS PERSONAL PROPERTY BY SEALED BID

WHEREAS, the Board of Commissioners of the Town of Snow Hill desires to dispose of certain surplus property of the Town of Snow Hill.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

- (1) The following described property is hereby declared to be unnecessary for Town purposes and to be surplus property of the Town of Snow Hill:
  1. 2011 Ford Crown Victoria; Plate No.  
VIN # 2FABP7BV1BX100690
- (2) The Town Manager is authorized to list all items with the third-party vendor for purchase of the above-described property after first publishing a notice informing the public.
- (3) The notice informing the public of the sale of said property by the third-party shall be published once at least ten (10) days prior to the date set for listing the property. The publication shall be in accordance with the provisions of N.C.G.S. 160A – 266 (a)(2).
- (4) The successful bidder will pay at the Town Office within three (3) business days and show an original receipt before removing property from the Town premises.
- (5) Interested persons may inspect the above-described equipment during normal business hours at the Snow Hill Town Hall, by contacting Todd Whaley, Town Manager at (252) 560-5949.

Adopted this 13<sup>th</sup> day of February, 2023.

*Dennis K. Liles*

Dennis Liles, Mayor

ATTEST:

*Laquita M. Davis*  
Laquita M. Davis, Town Clerk

SEAL



**To:** Mayor and Board Members  
**From:** Todd Whaley  
**Date:** 13 February 2023

**REF:** Authorization to remove (3) three nuisances' trees - *Action*

**Background:**

Last fall and Christmas the Town experienced three trees to fall or "break out". Two fell on private property and one fell in the roadway creating a power outage. Two of the trees are located at the corner of Francis Street and Third Street. One tree is located in front of 103 W. Greene Street

The Francis Street trees fell toward a home causing damage to a small privately owned structure and fence. The tree at 103 W. Greene Street broke in the top and fell in the roadway. The remaining portion of the tree is leaning toward the residence of 103 W. Greene Street.

Per ordinance:      **93.01 NUISANCE DECLARED (G) NUISANCE TREE DEFINED:**  
                                 (2) Any tree is such a state of deterioration that any apart of the tree is likely to fall and damage property or cause injury to a person.

I contacted Lanier Tree Service for removal and stump grinding. The attached estimate is \$8,750.00. Due to previous opposition when removing tree's, I would request the board be informed and knowledgeable on the risk the trees in question present.

**Recommendation:** It is my recommendation to contract with Lanier Tree Service to remove three (3) trees for \$8,750.00

**Now Therefore Be It Resolved,** The Town of Snow Hill Board of Commissioners approves to contract with Lanier Tree Service to remove three (3) trees for \$8,750.00

Moved: DA                      Second: RW

Vote:      Yes /      No       

Unanimous:       /

**LANIER TREE SERVICE**



**Fine Tree Care**  
**252-522-4776**

2515 Pineridge Drive, Kinston, NC 28504  
ISA Certification #SO 7218A

Date: February 1, 2023

To: Town of Snow Hill  
201 N Greene St  
Snow Hill NC 28580

Attn: Mr. Todd Whaley

RE: Quote for tree removal at various locations around town.

Scope of Work: Remove one large oak tree and stump at 103 W Greene St. Remove one trunk section and stump at corner of Third St and Francis St. Remove one large oak tree and stump on Francis St. A complete cleanup of all work areas will be done, and all debris will be hauled to town dump site.

Total Cost : \$8,750.00

***Respectively Submitted By.***

***Aaron Wills***

***President, Lanier Tree Services LLC***

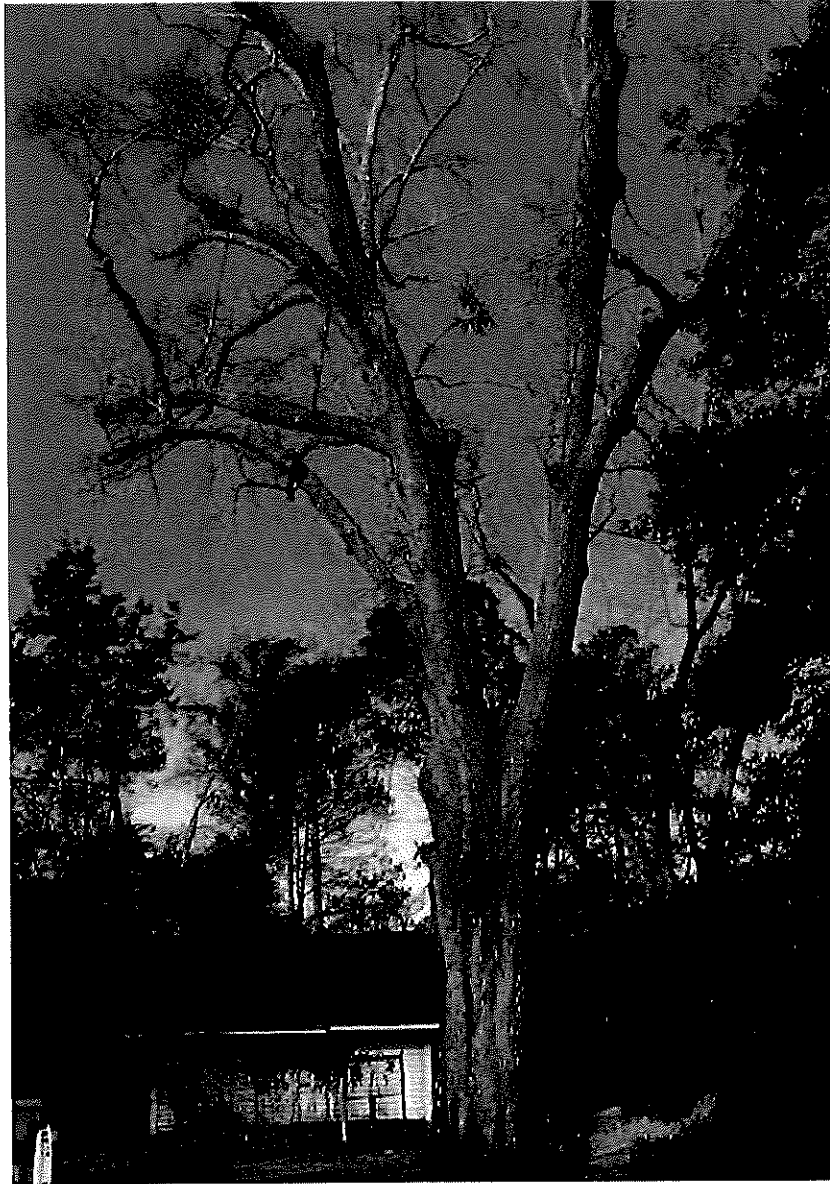
***Certified Arborist***

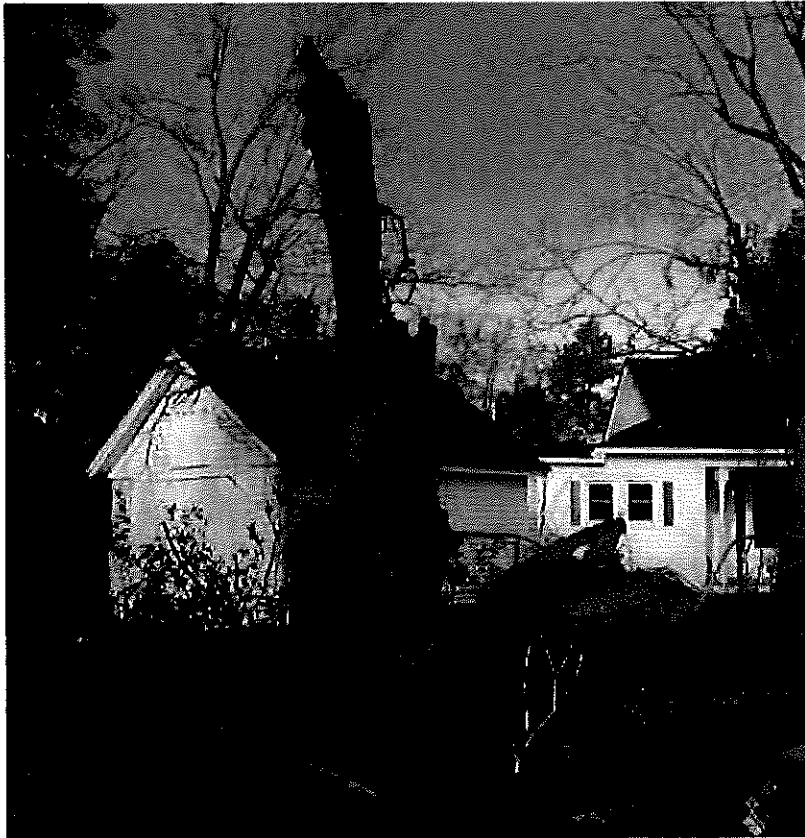
—

# W. Greene Street Tree.



# Francis Street Tree







**To:** Mayor and Board Members  
**From:** Todd Whaley  
**Date:** 13 February 2023

**REF:** Neuse Regional Library

**Background:**

The Neuse Regional Library has requested to be on the agenda for consideration to be included in the FY 23-24 budget. The library is not 501c3 so therefore they are requesting an annual budgeted amount of \$2,000.00.

Revisiting budgets from numerous years ago, the town did allocate a budgeted amount to support the library. The board can agree to this amount or table for further discussion throughout the budgeting process.

Moved: DA Second: RW

Vote: Yes / No       

Unanimous:





Todd Whaley, Town Manager &lt;manager@snowhillnc.com&gt;

**GCPL Request-Budget**

8 messages

Melanie Morgan &lt;mmorgan@neuselibrary.org&gt;

Wed, Jan 25, 2023 at 2:04 PM

To: Town Manager &lt;manager@snowhillnc.com&gt;

Cc: lilesd@snowhillnc.com, Stephanie Brown &lt;sbrown@neuselibrary.org&gt;

Hello Todd,

As discussed in our meeting in the fall of 2022, the Greene County Public Library is requesting to be included in the Town of Snow Hill's annual fiscal budget. In February, I will officially submit the Greene County Public Library budget to you for review, but I wanted to begin the official process of requesting inclusion in the Town of Snow Hill's annual budget as part of the State Aid Maintenance of Effort.

Positioned at the heart of the community, the Greene County Public Library is a powerful resource for people of any age to find the tools they need to help improve their quality of life. The Library's status as a freely accessible community center places it in a unique position to offer lifelong learning opportunities and social engagement activities to all ages, both inside and outside the Library's facility. Whether connecting people with resources or with one another, the Greene County Public Library has become a community hub committed to lifelong learning and collaboration.

The funding allocated from the Town of Snow Hill will contribute to the revenue required to operate the Greene County Public Library in a fiscally conscious manner, and provide the residents of Snow Hill accessibility to valuable resources like NC KIDS Digital Library and a multitude of programs like Storytime, STEMology, Entrepreneur Mindset workshops, as well as school outreach visits.

The Greene County Public Library is requesting to be formally included in the Town of Snow Hill's annual fiscal budget to promote a streamlined approach to funding for the library and promote better public relations within the community. This is a standard procedure for other cities and counties that have a library in their community and provides funding for branches of the Neuse Regional Libraries. The Greene County Public Library is not a 501(c)(3) organization, therefore having to submit the Town's application for non-profit funding each year is not accurate and causes confusion within the Greene County community. Thank you for your consideration relating to this matter. With your continued financial support, we will be able to fully meet the needs of our patrons and help provide them with a brighter future.

Letter Attached

**Melanie U. Morgan****Director of Libraries**

Neuse Regional Libraries

510 N. Queen Street

Kinston, NC 28501

252.527.7066 ext. 130

neuselibrary.org



February 6, 2023

Todd Whaley, Town Manager  
Town of Snow Hill  
908 SE Second Street  
Snow Hill, NC 28580

To Mr. Todd Whaley,

Positioned at the heart of the community, the Greene County Public Library (GCPL) is a powerful resource for people of any age to find the tools they need to help improve their quality of life. The Library's status as a freely accessible community center places it in a unique position to offer lifelong learning opportunities and social engagement activities to all ages, both inside and outside the Library's facility. Whether connecting people with resources or with one another, the Greene County Public Library has become a community hub committed to lifelong learning and collaboration.

The Greene County Public Library is requesting to be formally included in the Town of Snow Hill's annual fiscal budget to promote a streamlined approach to funding for the library, and promote better public relations within the community. This is a standard procedure for other cities and counties that have a library in their community and provide funding for branches of the Neuse Regional Libraries. The GCPL is not a 501(3) c organization, therefore having to submit the Town's application for non-profit funding each year is not accurate and causes confusion within the Greene County community. The Library is requesting \$2,000 from the Town of Snow Hill for the 2023-2024 fiscal year to operate the Greene County Public Library in a fiscally conscious manner, and provide the residents of Snow Hill accessibility to valuable resources like NC KIDS digital library and a multitude of programming like Storytime, STEMology, Entrepreneur Mindset workshops, as well as school outreach visits. The total proposed budget is \$185,595 which will ensure the continuation of 21<sup>st</sup> century literacy programming with emphasis on afterschool programs and internet connectivity access for the residents of Greene County.

Thank you for your consideration relating to this matter. With your continued financial support, we will be able to fully meet the needs of our patrons and help provide them with a brighter future.

Best regards,

Melanie U. Morgan  
Director of Libraries



**To:** Mayor and Board Members

**From:** Todd Whaley

**Date:** 13 February 2023

**REF:** Retreat Meeting Information - *Action*

**Background:**

Pre-Covid the Town Board has attended Cauley & Pridgen Law Firm for the annual March retreat meeting. Our Attorney has offered the same invitation to include a meal.

The Board will need to decide the location and time. Last March the Board chose to have a mid afternoon meeting with a late lunch provided. In years past we have held a traditional time of 6pm. This is a board decision.

**Recommendation:** No recommendation needed.

**Now Therefore Be It Resolved,** The Town of Snow Hill Board of Commissioners

Moved: LW Second: DA

Vote: Yes / No         

Unanimous: /

58.31%Revenues

100 GENERAL FUND Accounts	004 REVENUE Budgeted	Amend/Approvd	Actual	YTD Pct percentage
100 GENERAL FUND				
004 REVENUE				
Property taxes	\$359,757.00	\$359,757.00	\$293,369.70	81.55%
Property taxes 2021 & BACK	\$2,000.00	\$2,000.00	\$2,451.13	122.56%
03020 Mv Taxes	\$50,000.00	\$50,000.00	\$35,237.69	70.48%
Waste Collection Fees	\$149,725.00	\$149,725.00	\$92,203.15	61.58%
Special Pickups	\$500.00	\$500.00	\$455.00	91.00%
Sale of Lots	\$35,000.00	\$35,000.00	\$10,900.00	31.14%
Grave Openings	\$40,000.00	\$40,000.00	\$30,137.50	75.34%
Install Grave Markers	\$800.00	\$800.00	\$610.00	101.25%
Other Revenue	\$557,934.00	\$557,934.00	\$372,935.92	66.84%
ARPA REV			\$140,000.00	
03990 Fund Balance		\$111,888.00	\$0.00	
<b>Total GENERAL FUND</b>	<b>\$1,195,716.00</b>	<b>\$1,307,604.00</b>	<b>\$978,500.09</b>	<b>74.83%</b>
POWELL BILL				
STATE ALLOCATION	48,980.00	\$48,980.00	\$48,389.23	98.98%
INTEREST ON NCCMT			\$89.70	
FUND BALANCE APPROPRIATION				
<b>TOTAL POWELL BILL</b>		<b>\$48,980.00</b>	<b>\$48,478.93</b>	
600 WATER/SEWER FUND				
004 REVENUE				
Water Fees	\$524,250.00	\$524,250.00	\$398,226.09	75.96%
Sewer Fees	\$527,145.00	\$527,145.00	\$348,472.29	66.11%
Other Revenue	\$41,100.00	\$41,100.00	\$40,875.14	99.45%
ARPA			\$100,935.27	
39900 APPR FUND BALANCE		\$104,982.00		
039910 RETAINED EARNINGS		\$0.00		
<b>Total WATER/SEWER FUND</b>	<b>\$1,092,495.00</b>	<b>\$1,197,477.00</b>	<b>\$888,508.79</b>	<b>74.20%</b>
<b><u>TOTAL ALL REVENUE FUNDS</u></b>	<b>\$2,337,191.00</b>	<b>\$2,554,061.00</b>	<b>\$1,915,487.81</b>	<b>75.00%</b>

PG2

Expenses

100 GENERAL FUND				
005 EXPENSE				
04110 Governing Body	\$47,896.00	\$47,896.00	\$24,357.09	50.85%
04120 Administration	\$232,209.00	\$270,985.00	\$169,045.94	62.38%
04170 Election expense	\$0.00	\$0.00	\$0.00	
04300 Police	\$383,407.00	\$426,519.00	\$270,580.07	63.44%
04310 Fire Protection Contract	\$89,958.00	\$89,958.00	\$60,000.00	66.70%
04510 Streets	\$128,037.00	\$158,037.00	\$77,977.68	49.34%
04710 Solid Waste Collection	\$151,159.00	\$151,159.00	\$83,979.06	55.56%
04740 Cemetery	\$55,050.00	\$55,050.00	\$38,192.39	69.38%
04930 Community Development	\$108,000.00	\$108,000.00	\$47,276.32	43.77%
<b>Total GENERAL FUND</b>	<b>\$1,195,716.00</b>	<b>\$1,307,604.00</b>	<b>\$771,408.55</b>	<b>58.99%</b>
110 Powell Bill	\$48,980.00	\$48,980.00	\$21,863.14	
<b>Total POWELL BILL</b>	<b>\$48,980.00</b>	<b>\$48,980.00</b>	<b>\$21,863.14</b>	<b>44.64%</b>
600 WATER/SEWER FUND				
005 EXPENSE				
07130 Water	\$506,607.00	\$588,301.00	\$300,877.89	51.14%
07140 Sewer	\$585,888.00	\$609,176.00	\$344,829.71	56.61%
<b>Total WATER/SEWER FUND</b>	<b>\$1,092,495.00</b>	<b>\$1,197,477.00</b>	<b>\$645,707.60</b>	<b>59.32%</b>
<b><u>TOTAL EXPENSE ALL FUNDS</u></b>	<b>2,337,191.00</b>	<b>2,554,061.00</b>	<b>1,438,979.29</b>	<b>56.34%</b>

## **SHPD monthly summary cont.**

Traffic crashes investigated – 9

Town ordinance citations issued – 69

# Incident Media Log

## Snow Hill Police Department

Incident Number:	Incident Date:	Inc. Time:	Location:	Offense:	Victim:	Offender/ Suspect:	Reporting Officer:
2023-0001	01/02/2023	21:40	117 Snow Hill Ridge Dr, Snow Hill, NC 28580	902 - Larceny of Dog 13B - Simple Assault 902 - Trespassing 290 - Injury to Personal Property	63, W, F	37, W, F	606 - Officer BriA A. Payton
2023-0002	01/04/2023	11:53	313 Hines St, Snow Hill, NC 28580	90J - Trespass Enter/Remain	87, W, F	36, W, M	607 - Officer Meagan E. Johnson
2023-0003	01/07/2023	7:29	Circle Drive, Snow Hill, NC 28580	220 - Breaking or Entering a Vehicle 90Z - Larceny from Motor Vehicle	52, B, M 64, B, M	00, B, M	610 - Officer Lee T. Perry
2023-0004	01/04/2023	17:15	411 SE Third St, Snow Hill, NC 28580	13B - Assault on a Female	35, W, F	33, W, M	607 - Officer Meagan E. Johnson
2023-0005	01/09/2023	17:30	313 Pineshoal Dr, Snow Hill, NC 28580	220 - Burglary/Breaking & Entering 290 - Destruction/Damage/Vandalism of Property	82, B, M		609 - Cpl. Charles R. Corbitt
2023-0006	01/09/2023	17:45	115 Carver Dr, Snow Hill, NC 28580	23F - Theft From Motor Vehicle	35, B, F		609 - Cpl. Charles R. Corbitt
2023-0007	01/09/2023	17:15	206 Petteway St, Snow Hill, NC 28580	220 - Breaking or Entering a Motor Vehicle 23H - Larceny	61, B, M		607 - Officer Meagan E. Johnson
2023-0008	01/11/2023	12:00	124 Park Pl., Snow Hill, NC 28580	26B - Credit Card/Automated Teller Machine Fraud	65, W, M	00, B, F	601 - Chief Joshua S. Smith
2023-0009	01/06/2023	19:15	206 W Greene St, Snow Hill, NC 28580	220 - Burglary/Breaking & Entering	76, B, M		606 - Officer BriA A. Payton
2023-0010	01/15/2023	12:07	108 A Corbett St, Snow Hill, NC 28580	23H - Larceny	70, W, M	40, W, F	607 - Officer Meagan E. Johnson
2023-0011	01/12/2023	22:50	303 SE Fourth St, Snow Hill, NC 28580	90Z - Discharging Firearm in City Limits			606 - Officer BriA A. Payton
2023-0012	01/12/2023	18:55	419 W Harper St, Snow Hill, NC 28580	220 - Burglary/Breaking & Entering	98, B, F 66, B, F	16, B, M 14, B, M 16, B, M	606 - Officer BriA A. Payton
2023-0013	01/18/2023			WSOJ - Warrant Service for Offense(s) Committed in Another Jurisdiction			
2023-0014	01/20/2023	22:20	SE Second St and Mill St, Snow Hill, NC 28580	90D - Driving While Impaired	State of NC		606 - Officer BriA A. Payton

# Incident Media Log

## Snow Hill Police Department

Incident Number:	Incident Date:	Inc. Time:	Location:	Offense:	Victim:	Offender/ Suspect:	Reporting Officer:
2023-0015	01/22/2023	11:50	313 Hines Street, Snow Hill, NC 28580	UD - Unattended Death	87, W, F		610 - Officer Lee T. Perry
2023-0016	01/24/2023	7:05	402 Kingold Blvd., Snow Hill, NC 28580	WSOJ - Warrant Service for Offense(s) Committed in Another Jurisdiction		607 - Officer Meagan E. Johnson	
2023-0017	01/26/2023	20:20	140 School Dr, Snow Hill, NC 28580	23H - Larceny of cellphone	70, B, M		606 - Officer Bria A. Payton
Total Incidents: 17							

# Citation Charge Totals by Officer

Snow Hill Police Department

(01/01/2023 - 02/01/2023)

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## 601 - Chief Joshua S. Smith

15 - Failure To Reduce Speed	1
Total:	1

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## 606 - Officer Bria A. Payton

1A - Speeding (Misdemeanor)	3
1B - Speeding (Infraction)	1
5 - DWI	1
16A - Other (Misdemeanor)	1
17A - Other (2nd Charge - Misdemeanor)	2
17B - Other (2nd Charge - Infraction)	1
Total:	9

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## 607 - Officer Meagan E. Johnson

1A - Speeding (Misdemeanor)	10
7 - Driving While License Revoked	6
8 - Expired Registration	3
13 - No Insurance	3
17A - Other (2nd Charge - Misdemeanor)	11
Total:	33

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## 610 - Officer Lee T. Perry

6 - No Operator License	1
7 - Driving While License Revoked	3
8 - Expired Registration	3
9 - Inspection	1
12 - Running Red Light	1
16A - Other (Misdemeanor)	2
17A - Other (2nd Charge - Misdemeanor)	2
Total:	13





## **Public Works / Utilities January 2023**

### **A. Water:**

- Wells checked daily
- Samples taken daily
- Completed approximately 45 locates
- Awaiting new MTU for water meter installation
- Repaired water leak W. Harper Street
- Well painting complete

### **B. Sewer:**

- Weekly lift station checks
- Weekly samples
- Bench and Calibration every Monday and Tuesday
- Monthly reporting
- Sewer lateral back up x3

### **C. Sanitation:**

- Weekly waste industries trash pick up
- Weekly debris removal
- Approximately 2 special pick ups

### **D. Streets:**

- Asphalt repair completed except for Carver Dr.
- Awaiting asphalt repair estimate for Professional Drive.
- Storm Drains Cleaned Corbett Street, Third Street

### **E. Cemetery:**

- Removed flowers
- Approximately 9 grave burials.
- Holes filled and dead flowers removed
- Removed all Ordinance Violations