

AGENDA
Snow Hill Board of Commissioners
Monday, 11 August 2014; 6:30 pm
G. Melvin Oliver Town Hall
201 N Greene Street

- | | | |
|------------|--|--|
| 1. | Call to Order | <i>Invocation / Pledge of Allegiance</i> |
| 2. | Roll Call | |
| 3. | Consider Agenda Approval | |
| 4. | Consider Minutes Approval | <i>14 July 2014</i> |
| 5. | Program: NONE | |
| 6. | Report of Officers: | |
| | a. Mayor | |
| | b. Town Administrator | |
| | 1. Party Ordinance | <i>Action Request</i> |
| | 2. Water Agreement | <i>Action Request</i> |
| | 3. CDBG Items | <i>Action Request</i> |
| | 4. Entrance Sign Replacement | <i>Information</i> |
| | c. Town Clerk / Finance Officer | |
| | 1. 2014 and Prior Year Taxes | <i>Action Request</i> |
| 7. | Report of Boards: Historic Preservation | <i>Information</i> |
| 8. | Public Comments | |
| 9. | Action Items | |
| | 1. Consider Adoption of Ordinance Amendment 132.08 "Nuisance Party" | |
| | 2. Consider Adoption of the Emergency Water Supply Agreement | |
| | 3. Consider Appointing the Town Administrator to be the Coordinator for the HUD Section 504 Plan | |
| | 4. Consider Adoption and Certification of the Language Access Plan | |
| | 5. Consider Authorizing Cathy Webb to collect 2003-2014 Ad Valorem and Personal Property Taxes by Any Allowable Means | |
| 10. | Commissioner Comments | |
| 11. | Special Presentation: Retirement Recognition | <i>Mayor Liles</i> |
| 12. | Adjourn | |

Any person who has a disability requiring a reasonable accommodation to participate in this meeting should contact Town Hall prior to the meeting date. Requests for an interpreter require five (5) working days notice. Proposed agenda current as of 8-5-14

MEMORANDUM

5 August 2014

To: Mayor Liles, SH Commissioners

From: Dana Hill

Re: Agenda Items

6(b)1 We have had several instances in which a public building was rented for the purpose of a private party and law enforcement was called upon to respond to several fights and disturbances involving large crowds. As our police officers work shifts alone without immediate back-up, this is an area of concern. The proposed ordinance would require that a permit be issued by the town prior to any gathering in which the building owner is not present. The wording is such that churches and private clubs will not be affected.

6(b)2 As discussed in prior meetings, the County Manager and myself have negotiated a mutually beneficial agreement so that GC would continue to pass water through our system to serve their customers and in return offer Snow Hill the right to purchase water at the current wholesale rate.

6(b)3-4 The plans being proposed are required to be in place as part of our current CDBG program; the Section 504 plan ensures that we will comply with non-discrimination requirements contained in the Department of Housing and Urban Development (HUD) regulations. The Language Access Plan ensures that we will comply with Title VI of the Civil Rights Act of 1964, and other federal and state laws and their regulations with respect to persons with limited English proficiency. We will also need to discuss how to proceed with a portion of the grant that was awarded to GC Florist as the owner has decided that she does not want to continue in the program. There are three options to consider for her portion of the funding: (1) de-obligate the funds (2) transfer that portion to another participant if they can meet the requirements, or (3) open the opportunity to any other business which will require a grant amendment to be approved by the NC Department of Commerce.

Michael Ham will be here for the meeting along with members of his family. Mike has decided to retire after 32 years of service to Snow Hill, and we will be presenting him with an appreciation plaque and have light refreshments.

If you have any questions or concerns with any item, please feel free to give me a call.

MINUTES
SNOW HILL BOARD OF COMMISSIONERS
MONDAY, JULY 14, 2014
MELVIN G. OLIVER TOWN HALL
SNOW HILL, NC 28580

1. **Call to Order – Mayor Liles called the meeting to order at 6:30 p.m. The prayer was offered by Commissioner Hagans. The Pledge was led by Commissioner Wilkes.**
2. **Roll Call – All members present except Commissioner Washington-A quorum was declared.**
3. **Consider Agenda Approval – Motion made by Commissioner Hagans, seconded by Commissioner Shackelford – Carried**
4. **Consider Minutes Approval – Motion made by Commissioner, seconded by Commissioner Hagans to approve the June 9th and June 23 Minutes as presented- Motion carried.**
5. **Program – NONE**
6. **Presentation-Development Workshop – Robert Masters**

Mr. Masters gave a presentation on Economic Development. He explained the Basic Approaches to Economic Development which included 1) Business Recruitment, 2) Business Retention and Expansion, and 3) Business creation And entrepreneurship. He explained the process of economic Development. A copy of the handout is included in the minutes. Gene Riddle asked about the possibility of the Town having a revolving loan fund for small businesses.

7. **Report of Officers –**
 - 1) **Town Manager – Dana Hill**
 - 1) **Planned Development Activities – Mr. Hill said that several Community Development activities were underway. He mentioned the improvements on the boat ramp and the RV Park. He said that the entrances to Snow Hill were in the process of having new signs erected and the landscaping Improved. He said that it had been mentioned to him about some improvements to the old Jr. High gym. He said that the contract with**

Carolina Opportunities had expired and asked the Board to think about this and it would be discussed at a later time. Mr. Hill said that he had been approached by the owner of 17 acres of woodland/wetlands directly adjacent to the boat ramp and wastewater treatment facility with an offer to sell the property for possible recreational purposes. The asking price is \$30,000, but the owner seems willing to negotiate if there is any interest from the Town. The current tax value of the property is \$16,330.

8. Report of Boards – NONE

9. Public Comments – None

10. Action Items – NONE

11. Closed Session – a motion was made by Commissioner Shackleford, seconded by Commissioner Hagans to go into closed session to discuss Personnel issues- Motion carried.

A motion was made by Commissioner Taylor, seconded by Commissioner Shackleford to reconvene to regular session. Motion carried.

12. Commissioner Comments – NONE

13. Adjourn – Motion made by Commissioner Shackleford, seconded by Commissioner Wilkes to adjourn. – Motion carried. The meeting adjourned at 8:50 p.m.

Mayor

Clerk

ORDINANCE OF THE TOWN OF SNOW HILL

WHEREAS, from time to time private events are held in the Town of Snow Hill which may disturb the public peace, jeopardize the safety of the citizens of the Town of Snow Hill, and/or monopolize the resources of the Town of Snow Hill Police Department.

WHEREAS, it is critical to the public peace of the Town of Snow Hill that such events adhere to State and local regulations and that the Town of Snow Hill have advance notice of such events.

WHEREAS, it is the desire of the Town of Snow Hill Board of Commissioners to adopt regulations prohibiting events that jeopardize the public peace and safety of the Town and to require permits for events that will require additional police resources.

NOW THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the Town of Snow Hill that Chapter 132 of the Town of Snow Hill Code of Ordinances, as well as the Town of Snow Hill Fee Schedule, are hereby amended as follows:

SECTION 1:

CHAPTER 132: OFFENSES AGAINST PUBLIC PEACE AND SAFETY

Sec. 132.08. NUISANCE PARTY.

1. A nuisance party is a party or other social gathering conducted in the *Town* and which, by reason of the conduct of those *persons* in attendance, results in any one (1) or more of the *following* conditions or occurrences: unlawful public possession or consumption of alcohol, unlawful drunken and disruptive conduct; public urination or defecation; the unlawful sale, furnishing, or consumption of alcoholic beverages; the unlawful deposit of trash or litter on public or private *property*; the unlawful destruction of public or private *property*; the generation of pedestrian or vehicular traffic caused by those invited to or allowed to attend which obstructs the free flow of residential traffic or interferes with the ability to provide emergency services; excessive, unnecessary or unusually loud noise which disturbs the repose of the neighborhood; public disturbances, brawls, fights or quarrels; or any other activity resulting in conditions that annoy, injure or endanger the safety, health, comfort or repose of the neighboring residents, or results in any obscene conduct, or results in any immoral exhibition or indecent exposure by *persons* at the gathering.
2. Any *person* being the *owner*, occupant, tenant, or otherwise having any possessory control of any degree of any premises who either sponsors, conducts, hosts, invites, suffers, permits, or continues to allow a gathering to continue which is or becomes a nuisance as described in subsection (a) above is in violation of this section and *may* be punished by any of the criminal or civil enforcement penalties available to municipalities. Any person who remains in attendance at a nuisance party after being directed by an officer to leave is also in violation of this section.
3. Party Permit Required: A party permit shall be required for all properties where a nuisance party has occurred within the previous twelve (12) month period prior to any subsequent use of the property for a party or social gathering

4. Civil penalties: Any *person* violating any of the provisions of this section *shall* be subject to a civil penalty of one hundred dollars (\$100.00). The Police Department is authorized to issue civil penalty citations to enforce this Section. Each calendar day on which a continuing violation occurs *shall* constitute a separate violation under this subsection. For each subsequent violation occurring within twelve (12) months of any other violation, the violator *shall* be subject to a civil penalty of three hundred dollars (\$300.00) per violation. If a *person* fails to pay any civil penalty within thirty (30) days after it is assessed, the Town *may* recover the penalty, together with all costs allowed by law, by filing a civil action in the General Court of Justice in the nature of a suit to collect a debt.
 - a. Appeal of civil penalties: Any *person* issued a civil penalty under the provisions of this section *may* appeal by filing an appeal in writing with the Police Department within ten (10) calendar days after the civil penalty is issued. The *written* appeal *shall* state all reasons that the civil penalty was wrongly applied and *shall* include all supporting documentation that the appellant contends supports the appeal. If a *person* files a written appeal within the time provided in this section, the penalty being appealed *shall* be stayed pending the decision of the Chief.
5. Injunctive and other equitable relief: This section *may* be enforced by injunction or any appropriate equitable remedy. The institution of an action for injunctive or equitable relief *shall* not relieve any party to such proceeding from any civil or criminal penalty prescribed for violations of this section.
6. Criminal penalties: Any *person* who violates any provision of this section *shall* be deemed guilty of a misdemeanor punishable by imprisonment not to exceed thirty (30) days or by fine not to exceed five hundred dollars (\$500.00). Each day of a continuing violation *shall* constitute a separate violation under this subsection.
7. This section *may* be enforced by any one, all, or a combination of the remedies set out herein.

Sec. 132.09. PARTY PERMITS.

1. A party permit shall be required as provided in Section 132.08 of the Town of Snow Hill Code of Ordinances and for any event falling within the definition of "Party" as defined in the following Paragraph 2.
2. Party. A party shall be defined as any gathering, whether it be social, fraternal, commercial, or otherwise of more than 50 persons where any of the following is expected to, or does occur:
 - a. Amplified music;

- b. Alcoholic beverages will be sold, served, or consumed;
 - c. The gathering is for a commercial or fundraising purpose; or
 - d. The owner of the building is not present or is not a sponsor of the party.
3. An application for a party permit shall bear the following information:
- a. The name, address, and phone number of the property owner;
 - b. the name, address, and phone number of the applicant;
 - c. the date and times during which the party is to occur;
 - d. the expected number of persons in attendance for the party;
 - e. whether alcohol is to be served or consumed on the premises during the party;
and,
 - f. the identity of the party sponsorship: Individual, non-profit, or for profit.
4. The cost of a party permit shall be listed in the Town of Snow Hill Fee Schedule;
5. The permit shall give the permit holder the permission to conduct a party at the described place during the described hours with the following conditions:
- a. The holder of a Party Permit shall provide at least one (1) uniformed sworn law enforcement officer or at least one (1) uniformed security guard furnished by a company licensed to provide security by the State of North Carolina continuously present on the premises between 9:00 p.m. and until one (1) hour after closing to provide security for the Party and supervision of the parking area.
 - b. The holder of a Party Permit shall follow all applicable statutes, laws, ordinances, or rules of the State of North Carolina, the Town of Snow Hill, and their respective departments and agencies.
 - c. The holder of a Party Permit shall verify that, prior to the party, the party location has been inspected by the Fire Marshal and Building Inspector for compliance with all applicable codes. This requirement shall not apply to parties held at residential dwellings.
 - d. Residential structures shall not be eligible for Party Permits.
6. Violations of any of the provisions of this Division will result in the following civil penalties:
- | | |
|--|---------------------|
| a. First offense in any 12 month period | \$ 500.00 |
| b. Second offense in any 12 month period | \$ 1,000.00 |
| c. Third offense in any 12 month period | \$ 5,000.00 |
| d. Fourth offense in any 12 month period | One Year Suspension |
7. In addition to the above fines and suspension, a violation of this ordinance is also a misdemeanor and may also be enforced through injunctive or other equitable relief.

8. All violations set out in subsection (a) above shall be assessed by the town administrator. An appeal of the administrator's decision may be made to the Town Board of Commissioners. The scope of the Board's review shall be limited to verifying the findings of fact made by the administrator. If the Town Board of Commissioners finds that the facts as found by the administrator are correct, the fine or suspension shall not be disturbed.

SECTION 2:

The Town of Snow Hill Fee Schedule is hereby amended to include the following:

PARTY PERMIT	\$25.00
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SECTION 3:

That it is the intention of the Board of Commissioners, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of Ordinances of the Town of Snow Hill, North Carolina, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 4:

That if any section, subsection, sentence, term or portion of this ordinance or any application thereof to any person or circumstance is adjudged unlawful by a court of competent jurisdiction, such portion shall be deemed severable and such adjudication shall not affect the validity of any remaining portion of the ordinance or its application to any other person or circumstance.

SECTION 5:

That this ordinance shall become effective immediately upon its adoption.

Duly adopted and effective, this the ____ day of _____, 2014.

Dennis Liles, Mayor

ATTEST

Cathy Webb, Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF GREENE

**AGREEMENT TO PROVIDE THE TOWN OF SNOW HILL AN
EMERGENCY WATER SUPPLY IN EXCHANGE FOR USE OF THE
TOWN'S EXCESS WATER DISTRIBUTION SYSTEM CAPACITY**

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2014, by and between THE COUNTY OF GREENE ("County") and THE TOWN OF SNOW HILL, a municipal corporation organized and existing under the laws of the State of North Carolina ("Town"). County and Town are referred to herein individually as "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the Town of Snow Hill desires an emergency water supply; and,

WHEREAS, the Greene County Board of Commissioners has resolved to work with the Town of Snow Hill in the provision of continuous or emergency water supply on equitable terms to the Town of Snow Hill;

WHEREAS, Greene County desires to use pipes and facilities owned by the Town of Snow Hill to transport water;

NOW THEREFORE, for and in consideration of the premises and the mutual promises, covenants, agreements and conditions hereinafter set forth and other good and valuable consideration received, the sufficiency of which are acknowledged hereby, the Parties hereto agree as follows:

I. DEFINITIONS.

Emergency, or Emergency Purposes, shall mean a situation caused by an event, or series of events, that results in the Town being unable to produce or otherwise supply sufficient water to satisfy the demands of the Town's customers for a temporary period of time.

Water System, or System, shall mean those pipes, connections, equipment, and other facilities owned by the Town that the County will use to transport the County's water through the Town. Pipes, connections, equipment, and other facilities not necessary to transport the County's water through the Town are not incorporated in this term.

II. TOWN AGREES AS FOLLOWS:

1. The Town agrees to allow the County to use the Town's water system to transport the County's water through the Town to supply the County's customers.
2. The Town will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to allow the County to use the Town's water system. Temporary or partial failure of the system shall be remedied with all possible dispatch. However, in the event that the capacity of the system is reduced, either temporarily, or permanently, the Town's use of the system shall take priority over the County's use.
3. The Town shall provide the County with reasonable notice of any anticipated construction or repair, or any other circumstance that would impact the County's use of the system.
4. During the term of this agreement, Town shall not purposefully discontinue the County's access to the Town's water system unless such action is necessary to protect the health or safety of the Town's residents or to meet the water demands of the town's residents.
5. Town acknowledges that the introduction of the County's water into the Town's system imposes additional responsibilities and costs upon the Town to treat the water serving the Town's customers. Town agrees to incur these additional costs, insofar as they are, in the discretion of the Town, consistent with the expenses the Town incurred as a result of the County's use of the system prior to this agreement.

III. COUNTY AGREES AS FOLLOWS:

1. The County shall supply the Town with water, as needed, for emergency purposes at the then current wholesale rate at the time of purchase. It is anticipated by this agreement that the Town's use shall not exceed ninety (90) consecutive days. In the event that the Town requires water for more than ninety (90) consecutive days, Town agrees to pay to County the wholesale rate of water at the time of purchase. County may not terminate this agreement during any time in which County is supplying water to Town under this section.
2. The County will not enter into any new agreements, or modify any existing agreements to supply water to other municipalities or counties where such agreement would require the County to use the Town's water system, unless the Town provides written consent to the agreement, or modification thereof.
3. The County shall notify the Town, at least thirty (30) days in advance, of any expected use of the system that would exceed the County's normal use by ten percent (10%) or more.

4. The County shall supply sufficient water to the Town's water system to accommodate the needs of the County's customers, including any losses that may occur and shall not use the Town's water to supply the County's customers without a prior written agreement to the contrary.

5. The Town shall not be responsible for emergency failures of water lines, pressure or supply due to like breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe for such reasonable period of time as may be necessary to restore service.

IV. QUALITY, QUANTITY, AND PRESSURE

The Parties agree, at all times, to operate and maintain their respective systems for the purpose of furnishing potable, treated water meeting applicable purity standards of the State of North Carolina in such quantities as may be required by their respective customers. Each party shall attempt to supply water to the system at a reasonably constant pressure. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse both Parties from this provision for such reasonable period of time as may be necessary to restore service.

V. TERM

This agreement shall commence on the ____ day of _____, 2014 and shall continue in effect for ten (10) years thereafter. This Agreement shall be automatically renewed for additional terms of five (5) years each, unless either Party gives written notice of termination to the other Party as provided for herein.

VI. TERMINATION

1. Automatic Termination. This Agreement will terminate immediately and automatically upon the occurrence of any of the following events:

a. Termination of the contract between County and the Greenville Utilities Commission entered into on the ____ day of _____, 20__ for the purpose of providing water service to the County and municipalities located within the County.

b. The water entering the Town's water distribution system from the County is contaminated, polluted, or is otherwise deemed a risk to the health and/or safety of Town residents as determined by the Town, or a State, or Federal agency.

c. State legislation would cause the enforcement of this Agreement to violate state law, or this Agreement becomes impracticable under state law.

d. The Town determines, based upon reasonable information and belief, that the County is using water supplied by the Town to meet the needs of the County's customers by failing to add sufficient water into the system. This section shall not apply if the County and the Town have entered into a separate agreement for the provision of water to County customers by the Town.

2. Termination by Either Party. Either Party may terminate this Agreement for any reason or no reason by providing notice to the other Party of that Party's intent to terminate this Agreement. Such notice of intent shall specifically reference this section. This Agreement will terminate three years from the date a notice of intent to terminate has been received by the non-terminating party regardless of any intervening term renewals.

3. Termination by Town. The Town may terminate this Agreement upon, or after the occurrence of any of the following events by providing County with ninety (90) days' notice of Town's intent to terminate:

a. The Town Board of Commissioners, by resolution, determines that the County's use of the system has become excessive or that the quality of service the Town's water customers receive has diminished due to the County's use of the Town's water system;

b. The County enters into an agreement to supply water to other municipalities or counties without the written consent of the Town, and the distribution of such supply would require use of the Town's system;

4. Termination by the County. The County may terminate this Agreement immediately if the Town takes action to prevent the County's use of the system without a reasonable basis for doing so, or if the system is unavailable for the County's use for more than (30) days and the Town has failed to take reasonable steps to restore the system to an operable condition.

VI. MISCELLANEOUS PROVISIONS

1. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with regard to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of every kind between them as to the matters contained herein. The recitals set forth in this agreement are incorporated into and are part of this agreement.

2. Amendments. The terms of this agreement may not be amended or modified except by written agreement duly executed by both Parties. No party may assign its rights and obligations under this agreement without the prior written consent of the other Party.

3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Each individual executing this Agreement on behalf of their respective Party is a duly authorized representative of that Party with full power and authority to execute and deliver this Agreement on behalf of that Party and to bind that Party to its obligations hereunder.

4. Severability. If any of the terms, covenants, conditions, or agreements of this Agreement for any reason shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other terms, covenants, conditions, or agreements of this Agreement; and any terms, covenants, conditions, and agreements hereof thereafter shall be construed as if such invalid, illegal, or unenforceable terms, covenants, conditions, and agreements never were contained herein.

5. Interpretation. The Parties have each read and fully understand the terms of this agreement and they have had the opportunity to have this agreement reviewed by legal counsel. The rule of construction providing that ambiguities in an agreement shall be construed against the party drafting the same shall not apply.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Any facsimile or emailed signature attached hereto will be deemed to be an original and will have the same force and effect as an original signature.

7. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if hand delivered or mailed by registered mail, postage prepaid, addressed to the party to be notified at its address shown at the beginning of this Agreement, or at such other address as may be furnished in writing to the notifying party.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their governing bodies, have caused this contract to be duly executed the day and year first written above.

TOWN OF SNOW HILL

Mayor

ATTEST:

Clerk

GREENE COUNTY

Chairman

ATTEST:

Clerk

SECTION 504 SELF - EVALUATION SURVEY
CDBG/HUD RECIPIENT INFORMATION

CDBG/HUD RECIPIENT NAME: TOWN OF SNOW HILL

CDBG/HUD RECIPIENT ADDRESS: 201 N. GREENE ST
SNOW HILL, NC 28580

NAME OF HR STAFF PERSON
RESPONSIBLE FOR SELF-EVALUATION SURVEY: MR. DANA HILL

EMAIL: HILLD@SNOWHILLNC.COM

PHONE NUMBER: 252-747-3414

DATE SELF-EVALUATION WAS COMPLETED: 7-1-2014

CDBG GRANT NUMBER OR TIME PERIOD: 12-C-2445

Be sure to attach the current grievance procedure.

U.S. Department of Justice
Civil Rights Division
Coordination and Review Section

**TECHNICAL ASSISTANCE GUIDE
SUPPLEMENTAL INFORMATION
ABOUT THE SECTION 504 TRANSITION PLAN REQUIREMENTS**

TAG-88-11

SECTION 504 COMPLIANCE

SECTION 1. PROGRAM OUTREACH AND COMMUNICATION

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

NOTIFICATION

1. Has the HR taken steps to notify participants, applicants, employees, and unions or professional organizations that it does not discriminate on the basis of disability?
☒YES ☐NO

YES—Briefly describe the methods used to notify the public about non-discrimination policies.

NO—Modification or corrective action:

2. Has the HR adopted special procedures to notify persons with disabilities, especially those with vision and hearing impairments?
☒YES ☐NO

YES—Briefly describe the methods used to ensure program participation by those who have visual or hearing impairments. (Methods include, but are not limited to; qualified sign language and oral interpreters, readers, or the use of taped and Braille materials.)

With advance notice interpreters are available.

NO—Modification or corrective action:

PRINTED MATERIALS

1. Are written materials including posters with non-discrimination notices placed in physically accessible locations?
☒YES ☐NO
2. Can small print of posted announcements be read from a wheelchair?
☒YES ☐NO
3. Are all words in printed materials clearly legible?
☒YES ☐NO
4. Would color blind individuals be able to distinguish all contents in printed materials?
☒YES ☐NO
5. Are representations of disabled individuals free of patronizing stereotypes?
☒YES ☐NO
6. Do graphics in printed material permit easy reading of the contents?
☒YES ☐NO
7. Is all necessary program information included in printed material?
☒YES ☐NO
8. Are procedures for providing program access to disabled individuals stated clearly?
☒YES ☐NO
9. Do all appropriate HR documents now include policy statements about non-discrimination on the basis of disabilities?
☒YES ☐NO
10. Are the Section 504 contact person's name, address, and phone number listed in printed material?
☒YES ☐NO

NO to any questions above - Modification or corrective action:

INFORMATION DISSEMINATION

1. Can copies of written materials be reasonably obtained by individuals with disabilities?
☒YES ☐NO
2. Have disability groups been included in the dissemination process?
☒YES ☐NO
3. Does the HR use all available print and broadcast media to ensure that all individuals with disabilities receive appropriate notification?
☒YES ☐NO
4. Does the HR disseminate information to all agencies or organizations that deal with persons with disabilities in the HR service jurisdiction?
☒YES ☐NO
5. Does all of the information disseminated by the HR include current non-discrimination policies?
☒YES ☐NO

NO to any questions above - Modification or corrective action:

COMMUNICATION

1. Has the HR taken appropriate steps to ensure effective communication with applicants, program participants, and members of the public by providing auxiliary aids where necessary so that individuals with disabilities (particularly persons with impaired vision or hearing) can have the opportunity to participate in, and enjoy the benefits of HR programs and activities?
☒YES ☐NO

NO—Modification or corrective action:

2. Has the HR installed a telecommunications device (TDD) to communicate with hearing impaired and deaf persons?
☐YES ☒NO

NO—Modification or corrective action:

TDD equipment can be obtained when necessary

3. If the HR has a TDD, is the number listed in the commercial telephone or TDD directories?
☐ YES ☐ NO ☒ N/A

NO—Modification or corrective action:

4. Has the HR installed a reader, developed Braille materials, audio recordings or other similar services and devices for persons with impaired vision?

☐ YES ☒ NO

Equipment can be obtained if needed.

NO—Modification or corrective action:

SECTION 2. COMPLAINT PROCESSING PROCEDURES

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

1. Does the HR have a written policy for handling complaints of discrimination based on disability?

☒ YES ☐ NO

YES—**Attach** a copy of the current HR policy which should include the date the policy was established, the date the policy was distributed to staff, and the citation for the policy.

NO—Modification or corrective action:

2. Has the HR adopted procedures that incorporate due process standards and allow for prompt resolution of any complaints or alleged discrimination based on disabilities?

☒ YES ☐ NO

YES—Attach a copy of your current grievance procedures and the name of the person or unit responsible for receiving and processing complaints.

NO—Modification or corrective action:

3. Has the HR notified staff and program participants about the grievance procedures?

☒ YES ☐ NO

SECTION 3. ELIGIBILITY AND ADMISSION CRITERIA

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

1. Has the HR examined all policies pertaining to program eligibility and admission criteria to determine if they had the purpose or effect of excluding or limiting the participation of individuals with disabilities in HR's programs and activities?
☒ YES ☐ NO

No—Modification or corrective action:

2. Has the HR, in examining its policies on program eligibility and admission criteria, paid particular attention to those incorporating or establishing: (1) physical or mental fitness or performance requirements; (2) safety standards; (3) testing requirements; (4) educational requirements; (5) work experience requirements; (6) income level requirements (7) credit rating requirements; (8) requirements based on disability; (9) requirements that prohibit participation because of disability; and (10) insurability requirements?
☒ YES ☐ NO

No—Modification or corrective action:

3. Has the HR altered or eliminated policies that have the direct or indirect effect of excluding or limiting the participation of individuals with disabilities in HR's programs and activities?
☐ YES ☐ NO ☒ N/A

N/A—Explain (no such policies found in review) - (Skip to next section)

YES—List any policies that have been altered or eliminated.

NO—Modification or corrective action:

4. Has the HR communicated the policy changes to staff members and the public?
☒ YES ☐ NO

NO—Modification or corrective action:

SECTION 4. EMPLOYMENT POLICY AND PRACTICE

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some case, a YES answer will also require that additional information be supplied to complete the evaluation process.

REASONABLE ACCOMMODATION

1. Has the HR made a reasonable accommodation (an accommodation which does not impose an undue hardship on the HR operation) to the known physical or mental limitations of an otherwise qualified applicant with disabilities or employee with disabilities?
☐ YES ☐ NO ☒ N/A (Skip to next section)

NO—Modification or corrective action:

N/A—Explain (e.g. have not had disabled applicants or employees):

IMPORTANT INFORMATION

Reasonable accommodation would include making facilities used by employees accessible to and usable by individuals with disabilities, job restructuring, job relocation, part-time or modified work schedules, acquisition or modification of equipment and devices, the provision of readers or interpreters, and other similar actions.

2. In determining whether an accommodation imposed an undue hardship on the operation of the HR program, were the following factors considered?
- a) The overall size of the HR program with respect to the number of employees, number and type of facilities, and size of budget?
☒ YES ☐ NO
 - b) The type of the HR operation, including the composition and structure of the workforce?
☒ YES ☐ NO
 - c) The nature and cost of the accommodation?
☒ YES ☐ NO

NO to any question above - Modification or corrective action:

EMPLOYMENT CRITERIA

IMPORTANT INFORMATION

The HR may not deny any employment opportunity to a qualified handicapped or disabled employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

1. If the HR uses an employment test or other criteria for selection that screens out or tends to screen out individuals with disabilities, can the HR show that the test score or other selection criteria is job related?

☐ YES ☐ NO ☒ N/A (Skip to question 3)

NO—Modification or corrective action:

N/A—Explain (e.g. no such test/criteria used):

2. Has the HR obtained information from the appropriate HUD official that demonstrates that alternative job related tests or criteria that tend to screen out fewer individuals with disabilities are unavailable?

☐ YES ☐ NO

NO—Modification or corrective action:

3. Does the HR administer tests which accurately reflect the applicant's or employee's job skills or aptitude rather than the applicant's or employee's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test is designed to measure)?

☒ YES ☐ NO

NO—Modification or corrective action:

PRE-EMPLOYMENT INQUIRES

1. Is the HR aware that it can not make a pre-employment inquiry or conduct a medical examination of an applicant to determine whether the individual is a person with disability unless the HR is undertaking affirmative action efforts or conditioning an offer of employment on the results of a medial examination given to all prospective employees in the same job category?

☒ YES ☐ NO

NO—Modification or corrective action:

IMPORTANT INFORMATION

HR may make a pre-employment inquiry into an applicant's ability to perform job-related functions.

2. When the HR is undertaking affirmative action efforts, voluntary or otherwise, and inviting applicants for employment to indicate whether and to what extent they are disabled, does the HR meet the following conditions:

a) State clearly either orally or in writing that the requested information is intended for the HR's affirmative action efforts?

☒YES ☐NO

b) State clearly that the information is being requested on a voluntary basis, that it will be kept confidential and that refusal to give the information will not subject the applicant or employee to any adverse treatment?

☒YES ☐NO

NO to any questions above - Modifications or corrective action:

3. Has the HR informed job applicants that an employment offer may be conditioned on the results of a medical examination if all entering employees in a job category must take an examination regardless of disability, and the examination accurately reflects the employee's job skills?

☒YES ☐NO

No—Modifications or corrective action:

4. Has the information obtained by the HR concerning the medical condition or history of job applicants been collected and maintained on separate forms and accorded confidentially as medical records?

☒YES ☐NO

No—Modification or corrective action:

IMPORTANT INFORMATION

Supervisors and managers may be informed of restrictions on the work or duties of individuals with disabilities and informed of necessary accommodations; first aid and safety personnel may be informed if the medical condition might require emergency treatment; and Section 504 compliance officers can have access to relevant medical information upon request.

SECTION 5. PHYSICAL ACCESSIBILITY OF BUILDINGS AND FACILITIES

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "NA" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

REASONABLE ACCOMMODATION

1. Has the HR made a reasonable accommodation (any accommodation which does not place an undue financial and administrative burden on the HR) to the known physical and mental limitations of qualified persons with disabilities to allow access to facilities, programs and services?
☒YES ☐NO

NO—Modification or corrective action:

2. In determining whether an accommodation imposed an undue financial or administrative burden on the operation of the HR program, were the following factors considered?
- a) The overall size of the HR's program with respect to the number of employees, number and type of facilities, and size of budget?
☒YES ☐NO
 - b) The type of the HR operation, including the composition and structure of the workforce?
☒YES ☐NO
 - c) The nature and cost of the accommodation?
☒YES ☐NO

NO to any question above - Modification or corrective action:

3. Has the HR identified the individual responsible for making the final decision about undue financial and administrative burdens?
☒YES ☐NO

YES—Please identify the individual responsible for making the final decision:

NO—Modification or corrective action:

4. Has the HR adopted a procedure for ensuring that decisions about undue financial and administrative burdens are made properly and quickly?
☒YES ☐NO

YES—**Attach** a copy of the current HR policy which should include the date the policy was established, the date the policy was distributed to staff, and the citation for the policy.

NO—Modification or corrective action:

NON-HOUSING FACILITIES

1. Has the HR designed or constructed any new non-housing facilities since July 11, 1988?
☐ YES - ☒ NO

NO—Proceed to question 2.

YES—Are these new HR non-housing facilities designed and constructed to be readily accessible to and usable by individuals with disabilities?
☐ YES ☐ NO

NO—Modification or corrective action:

2. Has the HR otherwise altered any existing HR non-housing facilities or designed any alterations to existing HR non-housing facilities since July 11, 1988?
☐ YES ☒ NO

NO—Proceed to question 3.

YES—Have these alterations or designs for alterations to existing HR non-housing facilities, to the maximum extent feasible, been made so that the facilities are readily accessible to and usable by individuals with disabilities?
☐ YES ☐ NO

NO—Modification or corrective action:

IMPORTANT INFORMATION

HUD recipients are not necessarily required to make each of its existing non-housing facilities accessible to and usable by individuals with disabilities. In the case of historic preservation programs or activities, HR is not required to take any action that would result in a substantial impairment of significant historic features of a historic property. HR is not required to take any action that it can demonstrate would result in a fundamental alternation in the nature of its program or activity. HR is not required to take any action if the change would impose undue financial and administrative burdens. If the HR determines that making a facility accessible would result in significant or fundamental alterations or would cause undue financial or administrative burdens, the HR should use other methods of providing accessibility to ensure that individuals with disabilities receive program or activity benefits and services.

3. Does the HR operate each non-housing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities?
☒YES ☐NO

NO—Modification or corrective action:

4. Does the HR need to make structural changes to non-housing facilities to achieve program accessibility?
☐YES ☒NO

NO—Proceed to question 5.

YES—Has the HR developed a transition plan setting forth the steps necessary to complete such changes?
☐YES ☐NO

NO—Modification or corrective action:

YES—Does the transition plan include the following?

- a) Identification of the physical obstacles in the HR's non-housing facilities that limit accessibility to programs?
☐YES ☐NO
- b) Detailed description of the methods that will be used to make the facilities accessible?
☐YES ☐NO
- c) A schedule for taking the steps necessary to achieve compliance in making facilities accessible?
☐YES ☐NO
- d) A schedule for each year of the plan if the time period of the transition plan is longer than one year?
☐YES ☐NO
- e) The name of the official responsible for implementation of the plan?
☐YES ☐NO
- f) The name(s) of the persons or groups who assisted with the preparation of the plan?
☐YES ☐NO

NO to any question above - Modification or corrective action:

5. Has the HR determined that making a non-housing facility accessible to individuals with disabilities would result in a fundamental alteration or would pose an undue financial or administrative burden?
☐YES ☒NO

NO—Proceed to next section **EXISTING HOUSING FACILITIES AND PROGRAMS**

YES—Have other methods of providing accessibility been considered?
☐YES ☐NO

NO—Modification or corrective action:

YES—Please answer the following questions in the self evaluation.

Self-Evaluation

- 1) Have services been reassigned to accessible facilities or accessible portions of facilities?
☐YES ☐NO
- 2) Have aides been assigned to beneficiaries?
☐YES ☐NO
- 3) Have home visits been conducted?
☐YES ☐NO
- 4) Has equipment been added or redesigned?
☐YES ☐NO
- 5) Have changes been made in management policies and procedures?
☐YES ☐NO
- 6) Have additional accessible facilities been acquired or constructed?
☐YES ☐NO
- 7) Have alterations to existing facilities on a selective basis been completed?
☐YES ☐NO
- 8) Have other methods been employed?
☐YES ☐NO

No to any questions above - Modification or corrective action:

IMPORTANT INFORMATION

HR is not required to make structural changes in existing facilities where other methods are effective in achieving compliance for program accessibility in non-housing environments. In choosing among available methods for meeting the requirements, the HR shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate.

EXISTING HOUSING FACILITIES AND PROGRAMS

IMPORTANT INFORMATION

This section applies to the Rental Rehabilitation and Section 8 Moderate Rehabilitation Programs.

1. Has the HR made any substantial alterations to existing housing facilities since July 11, 1988 (that is, made to a facility with 15 or more units and costing an amount equal to 75 percent or more of the replacement cost of the completed facility)?
☐ YES ☐ NO ☒ N/A (No existing housing facilities, skip to end)

YES—Do the facilities with the substantial alterations meet the same accessibility requirements as those for new construction?
☐ YES ☐ NO

NO—Modification or corrective action:

2. Has the HR made other alterations to dwelling units since July 11, 1988?
☐ YES ☐ NO

YES—Have the altered units been made accessible to and usable by individuals with disabilities to the maximum extent feasible?
☐ YES ☐ NO

NO—Modification or corrective action:

3. Has the HR made alterations of single elements or spaces of dwelling units which, when considered all together, amount to an alternation of the units since July 11, 1988?
☐ YES ☐ NO

YES—In these units, has the entire dwelling units been made accessible?
☐ YES ☐ NO

NO—Modification or corrective action:

IMPORTANT INFORMATION

HUD recipients should operate each existing housing program receiving federal financial assistance so that when viewed in its entirety, the program is readily accessible to and usable by persons with disabilities. HUD recipients are not necessarily required to make each of its existing facilities accessible. HR is not required to take any action if the change would impose undue financial and administrative burdens. If the HR determines that making a program accessible would result in significant or fundamental alterations or would cause undue financial or administrative burdens, the HR should use other methods of providing accessibility to ensure that individuals with disabilities receive program or activity benefits and services.

4. Are a minimum of five percent of the dwelling units altered since July 11, 1988 (or more based on a higher need prescribed by HUD) readily accessible to individuals with mobility impairments?
☐ YES ☐ NO

NO—Modification or corrective action:

5. Have alterations to common areas or parts of existing facilities been made (since July 11, 1988) to the maximum extent feasible, so that the areas are accessible to and usable by individuals with disabilities?
☐ YES ☐ NO

NO—Modification or corrective action:

6. Has the HR determined that making an existing facility accessible to individuals with disabilities would result in a fundamental alternation or would pose an undue financial or administrative burden?
☐ YES ☐ NO

YES—Have the following options been considered:

- a) Have services been reassigned to accessible facilities or accessible portions thereof?
☐ YES ☐ NO
- b) Have aides been assigned to beneficiaries?
☐ YES ☐ NO
- c) Have home visits been conducted?
☐ YES ☐ NO
- d) Has equipment been added or redesigned?
☐ YES ☐ NO
- e) Have changes been made in management policies and procedures?
☐ YES ☐ NO

- f) Have additional accessible facilities been acquired or constructed?
☐ YES ☐ NO
- g) Have alterations to existing facilities on a selective basis been completed?
☐ YES ☐ NO
- h) Have other methods been employed?
☐ YES ☐ NO

NO to any question above—Modification or corrective action:

IMPORTANT INFORMATION

HR is not required to make structural changes in existing facilities where other methods are effective in achieving compliance for program accessibility in housing environments or to provide supportive services that are not part of the program. In choosing among available methods for meeting the requirements, the HR shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate.

-----**END**-----

Attachment 1

**LOCALITY
POLICY OF NONDISCRIMINATION
ON THE BASIS OF
HANDICAPPED STATUS**

The Locality does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

**Contact Mr. Dana Hill, Town Administrator
Town of Snow Hill
201 N. Greene Street
Snow Hill, NC 28580
Phone: 252-747-3414**

**Dana Hill, Town Administrator
has been designated to coordinate compliance with the
nondiscrimination requirements contained in the Department of
Housing and Urban Development's (HUD) regulations implementing
Section 504 (24 CFR Part 8. dated June 2, 1988).**

Attachment 2

**Town of Snow Hill
201 N. Greene Street
Snow Hill, NC 28580**

SECTION 504 COMPLIANCE OFFICER/GRIEVANCE PROCEDURE FY 2014 COMMUNITY DEVELOPMENT PROGRAM

The Governing Body of Locality, North Carolina, hereby designates Contact, to serve as Section 504 Compliance Officer throughout the implementation of the Locality Community Development Program.

Citizens with Section 504 grievances may do so at any point in the program. The Locality will respond in writing to written citizen grievances. Citizen grievances should be mailed to: Mr. Dana Hill, Town Administrator, Town of Snow Hill, 201 N. Greene Street, Snow Hill, NC 28580, phone 252-747-3414. The Locality will respond to all written citizen grievances within ten (10) calendar days of receipt of the comments.

Should any individual, family, or entity have a grievance concerning any action prohibited under Section 504, a meeting with the compliance officer to discuss the grievance will be scheduled. The meeting date and time will be established within five (5) calendar days of receipt of the request. Upon meeting and discussing the grievance, a reply will be made, in writing, within five (5) calendar days.

If the citizen is dissatisfied with the local response, they may write to the North Carolina Department of Commerce, Community Investment and Assistance, 4313 Mail Service Center, Raleigh, North Carolina 27699-4313, Phone: (919) 571-4900, TDD: (800) 735-2962. DOC will respond only to written comments within ten (10) calendar days of the receipt of the comments.

Language Access Plan

Town of Snow Hill

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Town of Snow Hill must take adequate steps to ensure that their policies and procedures do not deny or have the effect of denying LEP individuals with equal access to benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

This policy and plan is effective December 12, 2011.

I. Scope of Policy

- A. These requirements will apply to the Town of Snow Hill (herein referred to as "the AGENCY") including subcontractors, vendors, and subrecipients.
- B. The agency will ensure that LEP individuals are provided meaningful access to benefits and services provided through contractors or service providers receiving subgrants from the agency.

II. Definitions

- A. Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.
- B. Vital Documents – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.
- C. Title VI Compliance Officer – The person or persons responsible for compliance with the Title VI LEP policies.

- D. Substantial number of LEP—5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

III. Providing Notice to LEP Individuals

- A. The agency will take appropriate steps to inform all applicants, recipients, community organizations, and other interested persons, including those whose primary language is other than English, of the provisions of this policy. Such notification will also identify the name, office telephone number, and office address of the Title VI compliance officer(s).

List the current name, office telephone number and office address of the Title VI compliance officers:

Dana Hill, Town Administrator

(Note: The agency must notify the DCA compliance office immediately of changes in name or contact information for the Title VI compliance officer.)

- B. The agency will post and maintain signs in regularly encountered languages other than English in waiting rooms, reception areas and other initial points of contact. These signs will inform applicants and beneficiaries of their right to free language assistance services and invite them to identify themselves as persons needing such services.

Identify areas within the agency where these signs will be posted:

The Snow Hill Town Hall

- C. The agency will include statements of the right to free language assistance in Spanish and other significant languages in all outreach material that is routinely disseminated to the public (including electronic text).

IV. Provision of Services to LEP Applicants/Recipients

- A. Assessing Linguistic Needs of Potential Applicants and Recipients
- B. The agency will assess the language needs of the population to be served, by identifying:
1. The language needs of each LEP applicant/recipient
 2. The points of contact where language assistance is needed; and
 3. The resources needed to provide effective language assistance, including location, availability and arrangements necessary for timely use.

C. Determining the Language Needs of the Population to be Served

The agency is responsible for assessing the needs of the population to be served. Such assessment will include, but not be limited to the following:

1. The non-English languages that are likely to be encountered in its program will be identified.
2. An estimate of the number of people in the community for whom English is not the primary language used for communication will be completed and updated annually. To identify the languages and number of LEP individuals local entities should review:
 - a. Census data
 - b. School system data
 - c. Reports from federal, state, and local governments
 - d. Community agencies' information, and
 - e. Data from client files
3. The points of contact in the program or activity where language assistance is likely to be needed will be identified.

D. Determining the Language Needs of Each Applicant/Recipient

The agency will determine the language needs of each applicant/recipient. Such assessment will include, but not be limited to the following:

1. At the first point of contact, each applicant/recipient will be assessed to determine the individual's primary language.
2. If the LEP person does not speak or read any of these languages, the agency will use a telephone interpreting service to identify the client's primary language.
3. Staff will not solely rely on their own assessment of the applicant or recipient's English proficiency in determining the need for an interpreter. If an individual requests an interpreter, an interpreter will be provided free of charge. A declaration of the client will be used to establish the client's primary language.
4. When staff place or receive a telephone call and cannot determine what language the other person on the line is speaking, a telephone interpreting service will be utilized in making the determination.
5. If any applicant/recipient is assessed as LEP, they will be informed of interpreter availability and their right to have a language interpreter at no cost to them with a notice in writing in the languages identified in Section C. Provisions of Written Translations.

E. Provision of Bilingual/Interpretive Services

1. The agency will ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population. The provision of bilingual/interpretive services will be prompt without undue delays. In most circumstances, this requires language services to be available during all operating hours.

This requirement will be met by:

The Town will utilize Greene County Social Services staff.

2. The agency will provide language assistance at all level of interaction with LEP individuals, including telephone interactions.

Describe how this requirement will be met:

The Town will utilize Greene County Social Services staff.

3. Interpreter Standards

- a. Those providing bilingual/interpretive services will meet the linguistic and cultural competency standards set forth below. The agency will ensure that interpreters and self-identified bilingual staff, have first been screened to ensure that the following standards are met before being used for interpreter services:

1. Can fluently and effectively communicate in both English and the primary language of the LEP individual
2. Can accurately and impartially interpret to and from such languages and English
3. Has a basic knowledge of specialized terms and concepts used frequently in the provision of the agency's services
4. Demonstrates cultural competency
5. Understands the obligation to maintain confidently
6. Understands the roles of interpreters and the ethics associated with being an interpreter

- b. When staff members have reason to believe that an interpreter is not qualified or properly trained to serve as an interpreter, the staff member will request another interpreter.

4. Using Family Members or Friends as Interpreters

- a. Applicants/recipients may provide their own interpreter; however the agency will not require them to do so.

- b. The agency will first inform an LEP person, in the primary language of the LEP person, of the right to free interpreter services and the potential problems for ineffective communication. If the LEP person declines such services and requests the use of a family member or friend, the agency may utilize the family member or friend to interpret only if the use of such person would not compromise the effectiveness of services or violate the LEP person's confidentiality. The agency will monitor these interactions and again offer interpreter services, if it appears there are problems with this arrangement.
 - c. The agency will indicate in the LEP individual's file that an offer of interpreter services was made and rejected; that the individual was informed of potential problems associated with using friends or family members and the name of the person serving as an interpreter at the LEP individual's request.
 - d. Only under extenuating circumstances shall the agency allow a minor (under the age of 18 years) to temporarily act as an interpreter. The agency will keep a written record of when it has used a minor as an interpreter, and this information will be shared with the DCA upon request.
5. The agency will *not* require the applicant/recipient to pay for bilingual/interpretive services.

F. Provision of Written Translations

1. The agency must provide written materials in languages other than English where a substantial number or percentage of the population eligible to be served or likely to be directly affected by the program needs services or information in a language other than English to communicate effectively.
2. Translation of Vital Documents
 - a. The agency will ensure that vital documents for locally designed programs are translated into Spanish.
 - b. When DCA forms and other written material contain spaces in which the local entity is to insert information, this inserted information will also be in the individual's primary language. When such forms are completed by applicants/recipients in their primary language, the information must be accepted.
 - c. If, as a result of the local language assessment, it appears there are a substantial number of potential applicants or recipients of the agency (defined as 5% or 1,000 people whichever is less) who are LEP and speak a language other than Spanish, the agency will translate and provide vital documents in the appropriate language.
 - d. The agency will keep a record of all vital documents translated, and will submit this information to DCA at their request.
3. If the primary language of an LEP applicant or recipient is a language other than

Spanish AND the language does not meet the threshold for translation as defined in the preceding paragraph, the LEP individual will be informed in their own language of the right to oral translation of written notices. The notification will include, in the primary language of the applicant/recipient, the following language: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.**

G. Documentation of Applicant/Recipient Case Records

1. The agency will maintain case record documentation in sufficient detail to permit a reviewer to determine the agency's compliance with this policy.
2. The agency will ensure that case record documentation, including computerized records if appropriate, identifies the applicants/recipient's ethnic origin and primary language. In those cases where the applicant/recipient is non-English speaking, the agency will:
 - a. Document the individual's acceptance or refusal of forms or other written materials offered in the individual's primary language.
 - b. Document the method used to provide bilingual services, e.g., assigned worker is bilingual, other bilingual employee acted as interpreter, volunteer interpreter was used, or client provided interpreter. When a minor is used as interpreter, the agency will document the circumstances requiring temporary use of a minor and will provide this information to DCA upon request.
3. Consent for the release of information will be obtained from applicants/recipients when individuals other than agency employees are used as interpreters and the case record will be so documented.

H. Staff Development and Training

1. The agency will provide staff training at new employee orientation and continuing training programs. The training will include, but not be limited to:
 - a. Language assistance policies and procedures, resources available to support such procedures, methods of effective use of interpreters, and familiarization with the discrimination complaint process.
 - b. Cultural awareness information, including specific cultural characteristics of the groups served by the agency to provide a better understanding of, and sensitivity to, the various cultural groups to ensure equal delivery of services.
2. The agency will provide or ensure training is provided for bilingual staff and interpreters employed or utilized by the agency. This includes the ethics of interpreting, including confidentiality; methods of interpreting; orientation to the organization; specialized terminology used by the agency; and cultural competency.

3. The agency will ensure that applicable grantees, contractors, cooperative agreement recipients and other entities receiving state or federal dollars are trained in the requirements of this policy.
4. The agency will collect and maintain the following information about training provided to staff: the date(s) of such training, the content of such training, the number and types of credit hours awarded; and the names and identifying information of each attendee at the training. The agency will ensure that grantees, contractors, cooperative agreement recipients and other applicable funded entities collect and maintain such information as well.

V. Compliance Procedures, Reporting and Monitoring

A. Reporting

1. The agency will complete an annual compliance report and send this report to DCA. (Format will be supplied by DCA)

B. Monitoring

1. The agency will complete a self-monitoring report on a quarterly basis, using a standardized reporting system providing by the DCA. These reports will be maintained and stored by the Title VI compliance officer and will be provided to the DCA upon request.
2. The agency will cooperate, when requested, with special review by the DCA.

VI. Applicant/Recipient Complaints of Discriminatory Treatment

A. Complaints

1. The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy.
2. The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.
3. The agency will notify the appropriate agency or Division within DCA of complaints filed the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

B. Investigation

1. The DCA Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.
2. The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

C. Resolution of Matters

1. If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.
2. If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.
3. If not resolved by DCA, then complaint will be forwarded to DOJ, HUD Field Office.

SUBMITTED AND APPROVED BY:

Town of Snow Hill

Dennis K. Lile
Dennis K. Liles, Mayor

11/30/11
Date

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



TOWN ADMINISTRATOR
PUBLIC WORK DIRECTOR
DANA D. HILL
TOWN CLERK / FINANCE OFFICER
CATHY WEBB
DEPUTY CLERK / UTILITIES
ADDIE WATSON
CHIEF OF POLICE
JOHN C. REA

TO: Town of Snow Hill Board of Commissioners

FROM: Cathy Webb, Town Clerk/Revenue Collector.

DATE: July 1, 2014

RE: Request to be Charged with 2014 and Prior Year Taxes

I would like to request that you allow me to bill and collect the 2014 ad valorem and personal property taxes for the Town of Snow Hill. I would also like to request that you recharge me the responsibility to collect 2003 – 2013 prior year taxes. (Collection of taxes for 2002 and prior years is barred by law unless foreclosure action has been instituted.)

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



TOWN ADMINISTRATOR
PUBLIC WORK DIRECTOR
DANA D. HILL
TOWN CLERK / FINANCE OFFICER
CATHY WEBB
DEPUTY CLERK / UTILITIES
ADDIE WATSON
CHIEF OF POLICE
JOHN C. REA

Settlement Report for FY 2013-14 Taxes
As of June 30, 2014

Original Levy	\$315,474.66
Discoveries	.00
Adjustments/Releases	(589.99)
Late Listing	<u>15,544.93</u>
Adjusted Levy	\$ 330,429.60
Adjusted Levy	\$ 330,429.60
Principal Collected	<u>(323,136.08)</u>
Principal Remaining Uncollected	7,293.52

(Fiscal Year 2013/14 Collection Rate as of 6/30/2014 is 97.8%)

Interest and Penalties Collected \$ 4,674.65

Prior Year Taxes Collected in Fiscal Year 2013-2014

Prior Year Principal Collected \$ 4,031.58

Respectfully Submitted,

Cathy Webb
Town Clerk/Finance officer/Revenue Collector

Sworn and subscribed before me, this ____ day of August , 2014.

Adelaide Watson, Notary Public

My Commissioner Expires _____

MINUTES
Snow Hill Historic Preservation Committee
Monday 28 July 2014—6:00 p.m.
Snow Hill Town Hall
201 North Greene Street, North Carolina 28580

1. Call to Order 6:15

2. Pledge of Allegiance

3. Roll Call Members present: Gwen Smith, Nita Smith, and Jill Whitson

4. Consider Approving Meeting Agenda Motion to approve by GS, Second by NS, Carried

5. Consider Approving Meeting Minutes (23 September 2013) Motion to approve as amended by GS, Second by NS, Carried

6. Old Business:

1. Bridge Lights- Whitson commended town staff for the appearance of the new bridge lights and asked that Hill look into the cost of replacing the street lights on the commercial block of Greene Street with the same type

2. Hillbillies Monument- Hill advised that it had been installed and that a ceremony would be held upon the completion of the RV Park

7. New Business:

1. Parking Requirements- Discussion about residents parking their vehicles in the front yard of homes in the historic district and the need to promote pride in the properties. No action.

2. Expanding Group- Discussion about adding two new members to the Committee. Erica Churchill has expressed interest and the members will try to recruit one other. Motion to expand to seven members by NS, Second by GS, Carried

3. Building Facades- Discussion about encouraging commercial property owners on Greene Street to restore the facades to an original state. Hill will contact the owner of the radio station to suggest that the siding damaged during recent storms be removed rather than replaced and having the bricks restored. Whitson will look into possible grants to offer assistance.

8. Public Comments

9. Adjourn Motion to adjourn by NS, Second by GS, Carried at 7:15 pm

SNOW HILL POLICE DEPARTMENT

MONTHLY CRIME SUMMARY

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