

AGENDA
Snow Hill Board of Commissioners
Monday, 8 June 2015; 6:30 pm
G. Melvin Oliver Town Hall
201 N Greene Street

1. **Call to Order** *Invocation / Pledge of Allegiance*
2. **Roll Call**
3. **Consider Agenda Approval**
4. **Consider Minutes Approval** *4 May 2015*
5. **Program / Presentations**
 - Public Hearing** *FYE 2016 Budget*
 - Public Hearing** *NRHMP*
 - Joann Stevens** *Rosenwald Center*
6. **Report of Officers:**
 - a. **Mayor**
 - b. **Town Manager / PW Director**
 - 1. **Fund Balance Policy** *Action Request*
 - 2. **Lease of Property from LCC** *Action Request*
 - c. **Town Clerk / Finance Officer**
 - 1. **Budget Amendment VI** *Action Request*
7. **Report of Boards: NONE**
8. **Public Comments**
9. **Action Items**
 - 1. **Consider Adoption of FY 15-16 Budget Message**
 - 2. **Consider Adoption of FY 15-16 Budget Ordinances**
 - 3. **Consider Adoption of FY 15-16 Operating Budget**
 - 4. **Consider Adoption of FY 15-16 Fee Schedule**
 - 5. **Consider Adoption of the Neuse River Basin Regional Hazard Mitigation Plan**
 - 6. **Consider Adoption of Fund Balance Policy**
 - 7. **Consider Approving Property Lease Renewal from Lenoir Community College**
 - 8. **Consider Adoption of Budget Amendment VI**
10. **Closed Session**
 - Contract Negotiation- Attorney Consultation NCGS 143-318.11(a)(2)*
11. **Commissioner Comments**
12. **Recess until 29 June 2015 at 5:30pm**

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 6-3-15

MINUTES
Snow Hill Board of Commissioners
Monday, 4 May 2015; 6:30 pm
G. Melvin Oliver Town Hall
201 N Greene Street

1. Call to Order

Invocation / Pledge of Allegiance

Mayor Liles called the meeting to order at 6:30 pm. Commissioner Hagans led the prayer and Commissioner Taylor led the Pledge of Allegiance

2. Roll Call

Members present were Mayor Liles; Commissioners Hagans, Shackelford, Taylor, and Wilkes. Commissioner Washington was attending an out-of-town conference. Quorum declared. Town Clerk Cathy Webb was absent due to sickness, Town Manager Dana Hill served as recording secretary.

3. Consider Agenda Approval

Motion to approve as presented by Commissioner Hagans, Second by Commissioner Wilkes, Carried unanimously

4. Consider Minutes Approval

13 April 2015

Motion to approve as presented by Commissioner Wilkes, Second by Commissioner Shackelford, Carried unanimously

5. Program / Presentations

Joann Stevens

Rosenwald Center

Mrs. Stevens requested that the Town work with the Rosenwald Center along with HPC and requested funding to help operate the Center. She provided a summary of accomplishments that the Center had achieved in the past and feels that the organization is being isolated by other groups. Mrs. Stevens expressed her disappointment that signs recognizing the Rosenwald School were erected by Town staff at the direction of the Manager prior to holding a ceremony. She advised the Board that she has been trained to administer the HUD program and in economic development, and that she feels the Harper Street area is being neglected and "built around". She further asked that the Ball field be a resource to the Rosenwald Center.

Mayor Liles reviewed work that has been completed at the town's expense in the past two years including the restrooms, lights, and dugouts, totaling \$27,500. He explained that there will be a sign dedication held and hosted by the Snow Hill HPC, and that they are in the process of setting a date.

Mrs. Stevens believes that the Historic Preservation Commission should not be charge with decisions involving the Rosenwald School or Harper Street area.

Commissioner Taylor pointed out that the Town has helped financially with renovations when asked to do so. He advised that GC Economic Development has committed an additional \$5000 to the ball field this year. He suggested that Mrs. Stevens meet with the LCC Board of Trustees and President as well as Greene County to resolve issues with building availability.

Mrs. Stevens advised that money was requested in 2005 that was denied by the Town Board.

Commissioner Taylor pointed out that the Community Garden has also recently been added in the area and should be viewed as a positive.

Mayor Liles again clarified that Greene County is the owner of the building, and that the Town has no input in who is allowed to use it.

Mrs. Stevens closed by stating that the Rosenwald Center was a driving force in historic preservation, and hopes that the Board will be willing to partner with the organization.

6. Report of Officers:

a. Mayor

b. Town Manager / PW Director

1. FY 2015-2016 Budget

Action Request

Hill pointed out several items in the proposed budget:

- The request from Snow Hill EMS to increase to \$8000 was not included, and explained that the organization is not an operating department of the town, nor does the town contract services with them. In NC, counties are charged with providing EMS service, and the proposed budget does not leave enough excess to entertain any increased donation.
- The PEG allotment from the State has increased significantly, but only passes through the Town account to be distributed to the local cable TV provider.
- The proposed contingency is \$10360. This is lower than previous years due to increased operating costs.

Hill asked if there were specific questions or suggested changes from the Board. There were none. Hill asked that a public hearing be set for 8 June prior to budget adoption.

2. Fund Balance Policy

Discussion

Hill asked the Board to consider setting a minimum general fund balance of %50 by way of resolution to ensure that there will always be an adequate amount to cover emergency equipment failure and natural disaster recovery. There were no concerns from the Board, so a draft resolution will be formed for later presentation and adoption.

3. Project Updates

Discussion

Hill updated the Board on the progress of larger projects that are currently underway, including the Harper Street drainage, water line replacement, well installation, and DOT street resurfacing.

4. Comprehensive CIP

Discussion

Hill asked that the Board allow for more time to evaluate the planning process to include the option of a contractual arrangement to write and initiate the final plan. He stressed that though a written plan is important, we need to have a commitment to implement and carry out the results, obviously pending funding availability. There were no concerns expressed.

5. Regional Hazard Mitigation Plan

Action Request

Hill explained that the Hazard Mitigation Plan is required to be periodically updated and adopted, and that the regional plan has now been finalized. Hill asked that a public hearing be set for 8 June prior to adoption. This plan is required in order to be eligible for FEMA reimbursements in the event of a disaster.

6. Audit RFP Results

Action Request

Hill announced that Request for Proposals were mailed to several surrounding firms for auditing services and three were received before the 30 April deadline:

- Andrew Harris- \$7500
- Larry Carpenter- \$7500
- Gerrelene Walker- \$7500

Both the Manager and Finance officer recommend contracting with Andrew Harris due to the fact that we are familiar and pleased with his past work.

7. Report of Boards: NONE

8. Public Comments

- Robert Masters commented that in 1999 there was not much effort being put into the Harper Street area, but efforts have increased significantly since, and pointed out that one major example is the renovation of the Community Center and the Town contribution of \$105000 of local option CDBG money. Mr. Masters also commented that as planning begins, public input is crucial and should involve organizations such as the Rosenwald Center.

9. Action Items

1. Consider Setting a Public Hearing for the 15-16 Budget on 8 June at 6:30 pm

Motion to approve by Commissioner Hagans, Second by Commissioner Wilkes, Carried unanimously

2. Consider Contracting with Andrew Harris, CPA for FY 15-16 Audit Services

Motion to approve by Commissioner Taylor, Second by Commissioner Shackelford, Carried unanimously

3. Consider Setting a Public Hearing for the Neuse River Hazard Mitigation Plan on 8 June at 6:30pm

Motion to approve by Commissioner Wilkes, Second by Commissioner Hagans, Carried unanimously

10. Commissioner Comments

- Commissioner Taylor suggested that the Rosenwald Center be offered a seat on the Historic Preservation Commission. Other Commissioners agreed, and staff was directed to extend that invitation
- Commissioner Wilkes commented that she has attended several HPC meetings, and she feels that any request for funding from any organization should be made in writing
- Hill called the attention of the Board to a letter of thanks from a citizen recently cited for speeding for the courteous and respectful treatment he received from Officer Corbett.

11. Adjourn

Motion to adjourn by Commissioner Wilkes, Second by Commissioner Taylor, Carried unanimously at 7:25pm

Respectfully Submitted: _____
Dana Hill, Recording

Approved: _____
Dennis Liles, Mayor

FY 2015-2016

**Town of Snow Hill
Budget Message**

We are pleased to present a balanced proposed budget for fiscal year 2015-2016 with no increase in tax rates, which remain at 35 cents per \$100 valuation and no allocation from fund balance. Town staff continues to look for ways to provide the highest level of service at the lowest possible cost.

Administration realizes that our employees are the lifeblood of the organization and the “face” of Snow Hill to our citizens. Though we enter into our third year of increases in health insurance premiums, we believe that this is an important benefit to our employees and propose that the Town incur those costs with no decrease in policy limits; however, in light of these circumstances, we have not included a cost of living adjustment for the year. Snow Hill has a dedicated and well trained staff that must handle many assorted duties on a daily basis. We commend them for the job they do and the service they deliver. Salary and benefit line items have been adjusted in all departments to accurately reflect the distribution of time.

An allocation of \$5000 has been included to fund the 2015 municipal election.

In the area of Public Safety, \$251,100 has been allocated to the Police Department; a slight increase of about \$3300; however, the increase will largely be offset by an increase in revenue from citations. Our citizens deserve the peace of mind that comes with a modern, well staffed, and properly trained municipal law enforcement agency. Our fire protection contract will remain at \$34,000 with Snow Hill Rural Fire Department.

We have made large strides in ridding the community of dangerous, unsightly properties, but we recognize that there are still issues; therefore, we have allocated \$5,000 to housing enforcement.

We have again allocated \$10,000 to development to further the creek RV Park and upgrade entrance signs.

There has been a significant increase in the PEG allocation, which is passed from the State through the Town to our local cable television provider. This amount is forecasted to be \$69,000, but will be adjusted during the year to reflect actual receipts.

\$23,130 has been allocated to debt service for the street sweeper.

General Fund contingency is allocated at \$10,360 to cover unexpected events.

We have also proposed no increase in utility rates or fees.

The two major projects, water main replacements and metering upgrades have been completed as a result of loan/grant packages. Expenditures reflect \$44,000 for debt service associated with those projects.

The combined allocation for contingency is \$50,000 and \$66,970 for capital reserve in the Enterprise Funds to begin to replace aging equipment such as pumps and motors.

The total projected revenues and expenditures are \$927,800 in General Fund and \$1,021,750 in the Enterprise Funds.

Expenditures by Department

Governing Body	\$54,370
Administration	\$97,230
Elections	\$5,000
Public Safety	\$251,100
Street	\$104,080
Sanitation	\$138,130
Cemetery	\$68,940
Powell Bill	\$40,510
GF Debt Service	\$23,130
Community Development	\$145,310
Water	\$463,710
Sewer	\$558,040

Staff remains committed to meeting the needs of our citizens while remaining fiscally responsible and efficient as we work toward a promising future for Snow Hill.

Respectfully Submitted:

Dana Hill
Town Administrator

Cathy Webb
Town Clerk, Finance Officer

BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of the Town of Snow Hill, North Carolina:

Section 1. The following amounts are hereby appropriated in the General Fund for the operation of Town Government and its activities for the fiscal year beginning July 1, 2015, and ending June 30, 2016 in accordance with the Chart of Accounts heretofore Established for this Town:

General Fund Departments	Appropriation
Governing Body	54,370
Administration	102,230
Public Safety	251,100
Streets	104,080
Powell Bill	40,510
Sanitation	138,130
Cemetery	68,940
Community Development	134,950
Contingency	10,360
Loan Repayment	23,130
Total General Fund Appropriations	927,800

Section 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2015 and ending June 30, 2016:

General Fund Revenues	Appropriation
Current year's real property taxes	315,000
Prior year's real property taxes	5,000
Motor Vehicle Taxes	33,000
Penalties and Interest	3,000
Powell Bill Funds	45,000
Franchise taxes	50,000
Peg Channel	69,000
Piped Natural Gas	5,000
Telecommunication Taxes	26,000
Waste Collection Fees	100,000
Video Programming	5,000
Solid Waste Tax	1,000
Local Option Sales Tax	150,000

Other Revenues	119,800
Interest on Investments	1,000
Total General Fund Revenues	927,800

Section 3. The following amounts are hereby appropriated in the Water/ Sewer Fund for the operation of Sewer Utilities for the fiscal year beginning July 1, 2015 and ending June 30, 2016, in accordance with the Chart of Accounts heretofore approved by the Town:

Water/Sewer Revenues	Appropriation
Water Sales	390,000
Sewer Sales	510,000
Other Revenue	121,750
Total Water/Sewer Fund Revenues	1,021,750

Water/Sewer Expenditures	Appropriation
Water Department	394,710
Sewer Department	433,040
Debt Service	144,000
Contingency	50,000
Total Water/Sewer Expenditures	1,021,750

Section 4. There is hereby a tax at the rate of thirty five (.35) cents per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2015, for the purpose of raising the revenues listed as "Current Year's Property Taxes" in the General Fund in Section 2 of this ordinance. Vehicle Tax Revenue is listed as a separate line item. This rate is based on an estimated total valuation of property for the purpose of taxation.

Section 5. In the General Fund waste collection fees will remain the same.

Section 6. Water charge will be \$5.00 per 1,000 gallons for inside and outside Customers. Availability Fees for inside are \$2.00 and for outside \$10.00. Alternative water supply fee is \$6.00 per meter.

Section 7. Sewer charges are \$9.50 for Residential, Commercial, and Industrial per 1000 gallons of sewer.

Section 8. The Finance Officer is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- a. May transfer amounts between objects of expenditure within a department without

limitation and without a report being required.

b. May transfer amounts up to \$1000 between departments of the same fund with an official report on such transfers at the next regular meeting of the Board of Commissioners.

c. May not transfer any amounts between funds nor from any contingency appropriation within any funds without the provision of a Board approved Budget amendment.

Section 18. The total budget for the fiscal year beginning July 1, 2015 and ending June 30, 2016 is \$1,949,550.

Section 19. Copy of this Budget Ordinance shall be furnished to the Finance Officer of this town to be kept on file by her for her discretion in the disbursement of funds.

Motion made by _____, seconded by Commissioner _____
And carried _____ to adopt this FY 2015-2016 Budget Ordinance.
Adopted this _____ day of June 2015.

ATTEST:

Dennis Liles, Mayor

Cathy Webb, Town Clerk-Finance Officer

Town of Snow Hill
Fee & Rate Schedule
Effective 1 July 2015

Property Tax Rate \$.35

Water Rates

Inside Corporate Limits \$5 per thousand gallons
\$2 availability fee

Outside Corporate Limits \$5 per thousand gallons
\$10 availability fee

Utility Surcharge \$6 per meter

Sewer Rates \$9.50 per thousand gallons

Tap Fees * Additional fees apply for depths greater than 4 feet
* Customer shall pay cost of pavement associated with tap
* Larger services- cost plus

Water

Inside Corporate Limits

¾"	\$800
1"	\$1000
2"	\$2400

Outside Corporate Limits

¾"	\$1000
1"	\$1200
2"	\$2600

"Split Tap" (Irrigation) ¾" \$500

Sewer

Inside Corporate Limits

4" Single Family	\$600
4" Multi Family or Commercial Suite	\$600 per unit

Outside Corporate Limits

4" Single Family	\$900
4" Multi Family or Commercial Suite	\$1200 per unit

Sewer System Impact Fee
Commercial New Service

\$600 per 100 gallons per day of anticipated flow

- Anticipated flow to be determined by Snow Hill through comparison of existing business types

Residential New Service

\$600

Solid Waste Collection \$10.50 per container

Special Waste Collection \$65 per load

Cemetery

Snow Hill Residents

Lot Purchase	\$400 450
Opening / Closing	\$400 450
Crypt Purchase	\$3000
Crypt Opening / Closing	\$300
Cremation Opening Closing	\$75
Infant Opening / Closing	No Charge

General

Lot Purchase	\$800 900
Opening / Closing	\$600 650
Crypt Purchase	\$3000
Crypt Opening / Closing	\$600
Cremation Opening / Closing	\$150
Infant Opening / Closing	\$75

Monument Inspection \$40

Ownership Transfer \$400

Lot Exchange \$50

- Fees for Snow Hill Residents include tax paying, non-resident property owners, without an outstanding tax balance. Must provide two different forms of identification for verification.
- Lots, with the exception of those designated by the Cemetery Superintendent, must be purchased in sets of two.
- VA, Infant, and In-Kind Replacement markers are exempt from Inspection Fees

Other Fees

Driveway Construction or Alteration Inspection	\$25
Lock Tampering Fee	\$50
Meter Replacement Fee	\$150
Service Charge	\$25
Water Deposit ¾"	\$50
1"	\$55
2"	\$90
Garbage Cart Deposit	\$55 per customer
Utility Late Fee	\$25
Reconnect Fee	\$25
Return Check Fee	\$25
Duplicate Utility Bill	\$0.10
Copies	\$0.10
Meeting Packet Fee	charge per copy
Use of Public Place Deposit (general)	\$25
Notary Fees	
Snow Hill Residents	\$2
General	\$5
Fax	\$1.50 per page

South Greene Softball Field

Practice or Recreational Play (3 hour max) <i>No Field Preparation</i>	No Charge
Practice or Recreational Play (3 hour max) <i>Field Preparation</i>	\$25
Day or Weekend Tournament	\$25 per team
Lights	\$25 per hour
Practice or Recreational Play Deposit	\$25
Tournament Deposit	\$100

Outside Equipment & Labor (hourly)

Pickup Truck	\$20
Lawn Mower	\$20
Air Compressor	\$20
Sewer Jet	\$55
Tractor / Bush Hog	\$55
Dump Truck	\$60
Bucket Truck	\$60
Backhoe	\$75
Street Sweeper	\$75
Labor	Current plus 15%
Materials	Cost plus 15%

Planning & Zoning

Commercial

Rezoning Request	\$250
Variance Request	\$250
Special Use Request	\$250
Peddler's Permit <i>*valid for one year</i>	\$50
Group Project	\$250
Site Review <i>no request</i>	\$125
Site Review <i>with request</i>	\$50
Zoning Permit <i>Outside Historic District</i>	\$50
<i>Inside Historic District</i>	\$25

Residential

Rezoning Request	\$225
Variance / Special Use Request	\$225
Group Project	\$250
Zoning Permit	\$30

Subdivision

Preliminary Review	\$250 plus \$20 per acre
Final Review	\$100
Minor (2 lots or less)	\$50

* Developer shall pay all Engineering / Surveying review services

Appeals	\$200
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Street Closing	\$400 plus survey costs
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Business License

Internet Sweepstakes

\$2600 per year (pro-rated) plus \$500 per year per machine (not to be pro-rated)

Town of Snow Hill
RESOLUTION ADOPTING THE
NEUSE RIVER BASIN REGIONAL HAZARD MITIGATION PLAN UPDATE

WHEREAS, the citizens and property within Town of Snow Hill are subject to the effects of natural hazards and man-made hazard events that pose threats to lives and cause damages to property, and with the knowledge and experience that certain areas, i.e., flood hazard areas, are particularly susceptible to flood hazard events; and

WHEREAS, the county desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has in Section 1 Part 166A of the North Carolina General Statutes (adopted in Session Law 2001-214 – Senate Bill 300 effective July 1, 2001), states in Item (a) (2) "For a state of disaster proclaimed pursuant to G.S. 166A-6(a) after August 1, 2002, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act that is updated every five years"; and

WHEREAS, it is the intent of the Board of Commissioners of Town of Snow Hill to fulfill this obligation in order that the county will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the county; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan and update it every five years in order to receive future Hazard Mitigation Grant Program Funds; and

WHEREAS, the (Insert Municipality) actively participated in the planning process of the Neuse River Basin Regional Hazard Mitigation Plan and has fulfilled all their part of the multi-jurisdictional planning elements required by FEMA;

NOW, THEREFORE, be it resolved that the Town Council of the Town of Snow Hill hereby:

1. Adopts the Neuse River Basin Regional Hazard Mitigation Plan; and
2. Separately adopts the sections of the plan that are specific to the Town of Snow Hill; and

3. Vests the Town Manager with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action.
- (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map, and identify floodplain or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain and/or flood-related erosion areas in order to prevent aggravation of existing hazards.

4. Appoints the Town Manager to assure that, in cooperation with Greene County the Hazard Mitigation Plan is reviewed annually and in greater detail at least once every five years.

5. Agrees to take such other official action as may be reasonably necessary to carry out the strategies outlined within the 2015 Neuse River Basin Regional Hazard Mitigation Plan.

Adopted this _____ day of _____, 2015.

Mayor, Dennis Liles

ATTEST:

Cathy Webb, Town Clerk
(SEAL)

TOWN OF SNOW HILL FUND BALANCE POLICY

PURPOSE

To establish a reasonable fund balance level to be maintained for the General Fund, describe the circumstances under which the Town can drop below the established fund balance level, and note the procedures to be followed on restoring the fund balance to the established level.

OVERVIEW

Unreserved/Undesignated Fund Balance refers to funds that remain available for appropriation by the Town Board after all commitments for future expenditures, required reserves (as defined by State Statutes), and previous Town Board designations have been calculated. The Town will define these remaining amounts as "Available Fund Balance."

POLICY

Available Fund Balance at the close of each fiscal year should be no less than 50% of the Town's total annual operating budget.

The Town Board may utilize funds that would reduce Available Fund Balance below the 50% level established by this policy in an extreme emergency for the purpose of providing the following:

- An unanticipated revenue shortfall.
- Dealing with a natural disaster or other similar event that threatens the health and safety of the residents.
- Taking advantage of an unforeseen opportunity that may be otherwise lost to the community.
- To protect the long-term fiscal security of the Town of Snow Hill.

In no instance may Available Fund Balance drop below 20% of the Town's total annual operating budget.

If Available Fund Balance as calculated at the close of a fiscal year is below 50%, the Town Board shall adopt a plan as part of the following year's budget process to restore the Available Fund Balance to the established policy level within 24 months from the date of the budget adoption. If restoration cannot be accomplished within such time period without severe hardship to the Town, then the Town Board shall establish a different but appropriate time frame.

If Available Fund Balance as calculated at the close of a fiscal year exceeds 50%, the Town Board may appropriate or designate the excess for one-time Capital Expenditures or transfer the excess to a Capital Reserve Fund.

Adopted this _____ day of _____, 2015.

Dennis Liles, Mayor

ATTEST:

Cathy Webb, Clerk

NORTH CAROLINA

GREENE COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 22 day of April, 2015, by and between THE TRUSTEES OF LENOIR COMMUNITY COLLEGE, a public body corporate created and existing pursuant to the provisions of N.C.G.S. Section 115D-12, Lessor, party of the first part, and THE TOWN OF SNOW HILL, a N.C. municipal corporation, Lessee, party of the second part;

WITNESSETH:

WHEREAS, the Lessor owns a tract of land consisting of approximately 14.72 acres which is located in the Town of Snow Hill, County of Greene, State of North Carolina. This tract of land includes a ball field and adjacent parking area, which is more particularly described and referred to herein as the demised premises; and

WHEREAS, for some time the Lessor has allowed the Lessee to use the demised premises for recreational activities sponsored by it; and

WHEREAS, the Lessor now desires to enter into this written Lease Agreement with the Lessee in order to more definitely set out the respective rights of the Lessor and the Lessee and

to further give the Lessee the legal right to prosecute against trespassers and other persons or entities who make unlawful use of the demised premises; and

WHEREAS, the Lessee at its regularly scheduled meeting held on the ____ day of ____, 2015, unanimously approved a resolution authorizing entering this Lease Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the rental and covenants and agreements hereinafter set forth, the Lessor has agreed to lease and does hereby demise and lease unto Lessee, and Lessee has agreed to take and lease and does hereby lease from Lessor those premises located in the Town of Snow Hill, County of Greene, State of North Carolina, and more particularly described in Exhibit "A" attached hereto which is incorporated herein by reference.

The terms and conditions of this Lease are as follows:

1. **TERM.** This Lease shall be for a term of one (1) year beginning on the 1st day of September 2015, and terminating on the 31st day of August 2016. This agreement will automatically renew every year thereafter unless either party cancels it in writing one hundred twenty (120) days in advance of the scheduled termination date.
2. **RENTAL.** The rental to be paid by Lessee to Lessor for the leased premises shall be One Dollar (\$1.00) for the length of this lease, said rental payment to be payable in advance on July 1.
3. **OBLIGATION TO MAINTAIN.** Lessee agrees to accept the leased premises in their present condition and Lessee agrees during the term of this Lease to maintain said premises in their present condition, ordinary wear and tear expected. Lessee further covenants and agrees that it will be solely and completely responsible for all

seeding, mowing, and other maintenance and preparation of the leased premises for use by Lessee in its athletic, recreational and park uses of the property.

4. **USE.** This Lease is entered into with Lessee for the sole purpose of allowing Lessee to have use of said leased premises for recreational, athletic and park purposes, and any uses related thereto. Lessee specifically agrees that the Lessor may, at any time during the term of this Lease, utilize the leased premises for the conduct of any school function or event which shall include, but not be limited to, any athletic event, athletic practice, or any other educational or school event sponsored or carried out by Lenoir Community College, and the Lessee's use and possession of the leased premises shall be scheduled so as not to conflict with any use of the premises by Lessor for any event sponsored or carried out by Lenoir Community College on the leased premises. Provided, however, that Lessor, to be provided the priority of use herein called for, shall give Lessee two weeks notice of its intention to use the property on Monday through Fridays and four weeks of its intention to use the property on Saturdays, Sundays, or holidays. Lessee shall not permit any unlawful or immoral practice to be committed on the leased premises and Lessee shall not occupy the leased premises in such a manner as to constitute a nuisance or other objectionable activity. Lessee shall not conduct any business on the leased premises except such business as may be incidental to Lessee's use of said premises for athletic, recreational and park purposes.
5. **LEGAL AUTHORITY.** Lessor specifically authorizes Lessee to take such steps as Lessee may deem necessary to institute and prosecute judicial proceedings against trespassers and any individual or entity making unlawful use of the demised

premises or committing any crimes thereon, or in any way interfering with or obstructing either Lessor's or Lessee's use of the premises for the purposes herein described.

6. **IMPROVEMENTS.** Lessee has authority to construct and place any such improvements as it deems appropriate upon the leased premises so long as the construction and placement of said improvements does not interfere with the use of the athletic fields on the leased premises and so long as such construction and improvements are placed on the property in such a manner as to allow its continued use for athletic fields, athletic events, and recreational and park purposes; and further provided that the improvements are approved in advance by the Lessor. Any permanent improvements or construction made on the leased premises by the Lessee shall become the property of Lessor and may not be removed by Lessee at the end of the term, except with Permission of Lessor. Any equipment placed on the leased premises or used thereon by Lessee shall remain the property of the Lessee, and Lessee shall be fully responsible for the maintenance, care, and operation of said equipment.

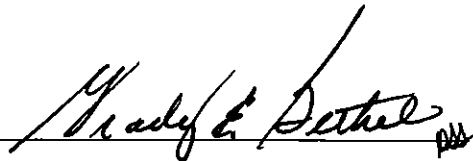
7. **INDEMNIFICATION.** Lessee hereby covenants and agrees, to the extent permitted by applicable law, to indemnify and hold Lessor harmless from any liability, claim, or demand, which might be made against Lessor as a result of Lessee's use of the leased premises for athletic functions, recreational purposes, and park purposes. Lessee shall not be liable for any injury or damage to any participant, person, or invitee using the premises in conjunction with any function or event which may be held on the leased premises by Lessor. Lessor hereby covenants and agrees,

to the extent permitted by applicable law, to indemnify and hold Lessee harmless from any liability, claim or demand, which might be made against Lessee as a result of Lessor's use of the leased premises.

8. **TERMINATION OF LEASE**. This lease may be terminated by either party, Lessee or Lessor, with one hundred twenty (120) days written notice.
9. **ASSIGNMENT**. Neither party shall have the right or power to assign or sublet the leased premises or any part thereof or to transfer or assign this Lease in whole or in part without the written consent of the other party, which consent will not be unreasonably withheld, provided that the approved assignee assumes all of the obligations of the assignor hereunder.

IN TESTIMONY WHEREOF, the Lessor has caused this Lease to be executed in its corporate name by its Chairman, with its corporate seal affixed hereto, and Lessee, the Town of Snow Hill, North Carolina, has caused this Lease to be executed in its name by its Mayor, with its corporate seal hereto affixed and attested by its Town Clerk, all by authority duly given.


THE TRUSTEES OF
LENOIR COMMUNITY COLLEGE

By: 
Grady Bethel, Chairman

TOWN OF SNOW HILL, NORTH CAROLINA

By: _____
Dennis Liles, Mayor

ATTEST:


Cathy Webb, Town Clerk

(MUNICIPAL SEAL)

NORTH CAROLINA
COUNTY OF LENOIR

I, Melissa Neathery, a Notary Public in and for said County and State, certify that Grady Bethel personally came before me this day and acknowledged that he is Chairman of the Board of Trustees of Lenoir Community College, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as chairman.

Witness my hand and notarial seal, this 23 day of April, 2015.

Melissa Neathery
Notary Public

My commission expires: March 31, 2017

NORTH CAROLINA
COUNTY OF GREENE

I, Adelaide Watson, a Notary Public in and for said County and State, certify that Cathy Webb personally came before me this day and acknowledged that she is the Town Clerk of The Town of Snow Hill, North Carolina, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its Town Clerk.

Witness my hand and notarial seal, this 14th day of May, 2015.

Adelaide Watson
Notary Public

My commission expires: 8/26/2017

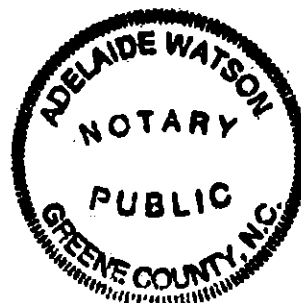


EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN
LEASE AGREEMENT BY AND BETWEEN LENOIR COMMUNITY
COLLEGE, LESSOR AND THE TOWN OF SNOW HILL,
A MUNICIPAL CORPORATION, LESSEE

That certain tract or parcel of land consisting of approximately 14.72 acres located in the Town of Snow Hill, North Carolina, and shown on the tax maps of Greene County, North Carolina, located in Book 25, Page 86. The tract of land includes a ball field and adjacent parking area, which is referred to as the demised premises.

(See Attached)



SNOW HILL POLICE DEPARTMENT

MONTHLY CRIME SUMMARY

1) Larceny-	6
2) Assaults-	1
3) Breaking/Entering-	1
4) Robbery-	0
5) Sex Offenses-	0
6) Homicide-	0
7) Fraud-	2
8) Damage to Property(Vandalism)	2
9) Arson	2