

AGENDA

Regular Meeting of the Sawmills Town Council Sawmills Town Hall

**Tuesday, April 19, 2022
6:00 pm**

1. Call To Order Mayor Pro Tem Clay Wilson
2. Invocation
3. Pledge of Allegiance Mayor Pro Tem Clay Wilson
4. Adopt Agenda Mayor Pro Tem Clay Wilson
5. Approve Meeting Minutes
 - A. March 15, 2022 Regular Meeting Minutes Mayor Pro Tem Clay Wilson
 - B. March 15, 2022 Closed Session Minutes Mayor Pro Tem Clay Wilson
 - C. April 5, 2022 Budget Workshop Minutes Mayor Pro Tem Clay Wilson
 - D. April 5, 2022 Budget Workshop Closed Session Minutes Mayor Pro Tem Clay Wilson
6. Public Comment Mayor Pro Tem Clay Wilson
7. Recognitions:
 - A. Recycle Rewards Mayor Pro Tem Clay Wilson
8. Financial:
 - A. WPCOG Planner/Code Enforcement Officer Agreement Mayor Pro Tem Clay Wilson
 - B. WPCOG Public Utility Maintenance Services Mayor Pro Tem Clay Wilson
 - C. Resolution Approving the Revised Town of Sawmills Comprehensive Parks and Recreation Plan and the Site-Specific Master Plan for Sawmills Municipal Park Expansion Mayor Pro Tem Clay Wilson
 - D. Lenoir Caldwell County Crime Stoppers Donation Mayor Pro Tem Clay Wilson
9. Discussion:
 - A. Bad Debt Write Off Mayor Pro Tem Clay Wilson
10. Public Comment Mayor Pro Tem Clay Wilson
11. Updates:
 - A. Code Enforcement Report Mayor Pro Tem Clay Wilson
 - A. Town Manager Updates Town Manager Chase Winebarger
 - B. Council Comment Mayor Pro Tem Clay Wilson
12. Adjourn Mayor Pro Tem Clay Wilson

TUESDAY, MARCH 15, 2022
TOWN OF SAWMILLS REGULAR COUNCIL MEETING
6:00 PM

COUNCIL PRESENT

Mayor Pro Tem Clay Wilson
Joe Wesson
Keith Warren
Melissa Curtis
Rebecca Johnson

STAFF PRESENT

Chase Winebarger
Julie A Good
Terry Taylor

CALL TO ORDER: Mayor Pro Tem Clay Wilson called the meeting to order at approximately 6:00pm.

INVOCATION: Councilman Joe Wesson gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Clay Wilson led the Pledge of Allegiance.

ADOPT AGENDA: Mayor Pro Tem Clay Wilson asked for a motion to adopt the March 15, 2022 Agenda.

Joe Wesson made a motion, and Melissa Curtis seconded, to adopt the March 15, 2022 Agenda. All were in favor.

APPROVE FEBRUARY 15, 2022 REGULAR MEETING MINUTES: Mayor Pro Tem Clay Wilson asked for a motion to approve the February 15, 2022 regular meeting minutes.

Rebecca Johnson made a motion, and Melissa Curtis seconded, to approve the February 15, 2022 regular meeting minutes. All were in favor.

APPROVE FEBRUARY 15, 2022 CLOSED SESSION MINUTES: Mayor Pro Tem Clay Wilson asked for a motion to approve the February 15, 2022 closed session minutes.

Melissa Curtis made a motion, and Keith Wesson seconded, to approve the February 15, 2022 closed session minutes. All were in favor.

PUBLIC COMMENT: Mayor Pro Tem Clay Wilson asked if anyone had any questions or comments at this time.

Jo Ann Miller spoke about the fundraiser for the Hudson American Legion Post 392.

PUBLIC HEARING: TEXT AMENDMENTS

OPEN PUBLIC HEARING: Mayor Pro Tem Clay Wilson asked for a motion to open the public hearing.

Rebecca Johnson made a motion, and Joe Wesson seconded, to open the public hearing. All were in favor.

STAFF COMMENTS/RECOMMENDATIONS: Town Attorney Terry Taylor stated that municipalities are required to remove criminal (misdemeanor) language within their Town Codes, Zoning and Subdivision Ordinances specifically listed within senate bill 300 (SB300). The following sections of the town of Sawmills Ordinances will be affected:

- Section 50.99 (Public Works penalties)

- Section 113.99 (Junkyard penalties)

- Section 153.999 (Zoning Ordinance)

- Section 152.999 (Subdivision Ordinance)

- Section 154.19 (Dwellings not in compliance)

- Section 154.54 (Housing standards)

PUBLIC COMMENT: No one wished to speak.

CLOSE PUBLIC HEARING: Mayor Pro Tem Clay Wilson asked for a motion to close the public hearing.

Joe Wesson made a motion, and Keith Warren seconded, to close the public hearing. All were in favor.

COUNCIL ACTION: Rebecca Johnson made a motion, and Joe Wesson seconded, to adopt the Resolutions to amend Section 50.99 (Public Works penalties), Section 113.99 (Junkyard penalties), Section 153.999 (Zoning Ordinance), Section 152.999 (Subdivision Ordinance), Section 154.19 (Dwellings not in compliance), and Section 154.54 (Housing standards) of the Town of Sawmills Code of Ordinances. All were in favor.

RECOGNITIONS:

RECYCLE REWARDS WINNER: Mayor Pro Tem Clay Wilson announced Gerald Harvey, as the March Recycle Rewards winner. A credit of thirty-two dollars (\$32.00) will

be added to the current sanitation bill.

No Council action was required.

FINANCIAL:

HUDSON AMERICAN LEGION POST 392 DONATION REQUEST: Mayor Johnnie Greene stated that the Hudson American Legion Post 392 had requested a donation in the amount of two hundred dollars (\$200.00).

Melissa Curtis made a motion, and Keith Warren seconded, to give a donation in the amount of two hundred dollars (\$200.00) to the Hudson American Legion Post 392. All were in favor.

DISCUSSION:

TOWN OF SAWMILLS LICENSE AGREEMENT FOR CUTTING AND BAILING OF HAY: Town Manager Chase Winebarger stated that staff would like to lease a portion of the Town's property located at 4077 Baird Drive for cutting and bailing of hay on a one (1) year lease, every year that portions of the property are not being used, with stipulations that are set out in the lease, so that Public Works can be freed up to work on other projects.

Joe Wesson made a motion, and Keith Warren seconded, to approve the Town of Sawmills License Agreement For Cutting and Bailing of Hay and for Town Manager Chase Winebarger to start the process to find someone for the first cutting and bailing. All were in favor.

PUBLIC COMMENT: Mayor Pro Tem Clay Wilson asked if anyone had any questions or comments at this time.

No one wished to speak.

UPDATES:

MARCH CODE ENFORCEMENT REPORT: Town Planner Dustin Millsaps stated that there are fourteen (14) code enforcement cases open:

- Casey L Wallace, 2634 Mission Road, Rubbish. Town Planner Dustin Millsaps stated that on February 24, 2022, a NOV letter was sent for rubbish;
- Casey L Wallace, 2636 Mission Road, Rubbish. Town Planner Dustin Millsaps stated that on February 24, 2022, a NOV letter was sent for rubbish;
- Casey L Wallace, 2630 Mission Road, Rubbish. Town Planner Dustin Millsaps stated that on February 24, 2022, a NOV letter was sent for rubbish;
- Gladys Greene, 2624 Mission Road, Rubbish. Town Planner Dustin Millsaps stated that on February 24, 2022, a NOV letter was sent for rubbish;

- Commercial Signs Outdoor, Inc., 4228 US Hwy 321a, Rubbish. Town Planner Dustin Millsaps stated that on February 24, 2022, a NOV letter was sent for Rubbish;
- Wiley Fletcher, 2502 Crest Ln, Rubbish and Zoning Violation. Town Planner Dustin Millsaps stated that on November 23, 2021, a NOV letter was sent for rubbish being located sporadically on the property, as well as a zoning violation for the accessory buildings located on the property. Town Planner Dustin Millsaps stated that as of December 3, 2021, there had been no progress., Town Planner Dustin Millsaps stated that on February 8, 2022 the trash has been picked up out of the yard but it is not completely finished. Town Planner Dustin Millsaps stated that a final letter will be issued. Town Planner Dustin Millsaps stated that he went by the property on March 8, 2022, and the property seems to be abandoned;
- Steven Killian, 4801 Helton Rd, Rubbish. Town Planner Dustin Millsaps stated that a NOV letter, along with a copy of the Town's trash pick up policy, was sent for rubbish sitting at the road. Town Planner Dustin Millsaps stated that as of December 3, 2021, rubbish had not been picked up but it seems that the rubbish has been covered with tarps. Town Planner Dustin Millsaps stated that a final letter will be issued for the need to call the Town of bulk pickup and resolve the issue. Town Planner Dustin Millsaps stated that on March 8, 2022, he was coordinating a plan for a bulk pickup with trash;
- Parker Cox, 2527 Sigmon Dr, Rubbish. Town Planner Dustin Millsaps stated that on November 23, 2021, a NOV letter was sent. Town Planner Dustin Millsaps stated that as of December 3, 2021, the it has started to be cleaned, but there is still a substantial amount of rubbish remaining. Town Planner Dustin Millsaps stated that the property has been cleaned a little, but not enough to make a difference. Town Planner Dustin Millsaps stated the a final letter will be issued. Town Planner Dustin Millsaps stated that he went by the property on March 8, 2022 and nothing has changed;
- Gary Hicks, 2520 Sigmon Dr, Rubbish. Town Planner Dustin Millsaps stated that on November 23, 2021, a NOV letter was sent fpr dilapidated amd structures on the property. Town Planner Dustin Millsaps stated that the NOV letter was returned to the Town on November 27, 2021. Town Planner Dustin Millsaps stated that he is trying to find different avenues to get the NOV letter to the right person. Town Planner Dustin Millsaps stated that he went by the property on March 8, 2022 and the poerty seems to be abandoned;
- Linda G. Wartko, 5299 Lakewood Dr., Rubbish. Town Planner Dustin Millsaps stated that on October 29, 2021, he received a complaint for stacks of newspapers and junk piled up around the yard. Town Planner Dustin Millsaps stated that he went by the home and observed numerous debris from the road in front, on the sides and all around the home and sent a NOV letter out. Town Planner Dustin Millsaps stated that he went to the address on November 9, 2021 and there has been no progress on the issues. Town Planner Dustin Millsaps stated that he went by the property on December 3, 2021, and the problem still persists, if not worse, and it sees that the newspapers have been covered with newspapers and leaves. Town Planner Dustin Millsaps stated that as of February 8, 2022 the newspapers have been moved to the back of the house and a pile at the street. Town Planner Dustin Millsaps that a final letter will be issued.

Town Planner Dustin Millsaps stated that he went by the property on March 8, 2022 and there has been no change;

- Teresa Annas Compton, 4486 Sawmills School Road. Abandoned Mobile Home/Garbage and Rubbish. Town Planner Dustin Millsaps stated he received a complaint on January 13, 2020. Town Planner Dustin Millsaps stated that a NOV letter was sent out on January 23, 2020 with a deadline of February 10, 2020. Town Planner Dustin Millsaps stated that the trailer is not finished and located on the same property as the Compton house that the Town abated in 2018. Town Planner Dustin Millsaps stated that staff will investigate and work with attorney for possible courses of abatement. Town Planner Dustin Millsaps stated that one (1) of Ms. Compton's sons is scheduled to meet with staff in late February to work towards getting the property in his name and get the property cleaned up. Town Planner Dustin Millsaps stated that staff has is waiting for Ms. Compton's son to schedule a time to come in and speak with staff regarding this property. Town Planner Dustin Millsaps stated that he went by the property on September 10, 2020 and the property is still in same condition with extremely high grass and would recommend demolition. Town Planner Dustin Millsaps stated that he has been in contact with Town Attorney Terry Taylor and former Town Planner to get all the evidence for this property. Town Planner Dustin Millsaps stated that on February 19, 2021, the title search process had been started with Town Attorney Terry Taylor. Town Planner Dustin Millsaps stated that on March 11, 2021, there were three (3) heirs found from the title search process and letters had been sent out to all three (3) heirs. Town Planner Dustin Millsaps stated that as of May 11, 2021, fines have started to occur on this property. Town Planner Dustin Millsaps stated that as of June 10, 2021, all information on this case has been handed over to Town Attorney Terry Taylor to explore all options that are left to close this case. Town Planner Dustin Millsaps stated that as of October 12, 2021 Town Attorney Terry Taylor is still engaged in the legal process of trying to find heirs to the property;
- David and Ashley Hoyle, 2465 Granville Dr, Rubbish. Town Planner Dustin Millsaps stated that on November 23, 2021, a NOV letter was sent. Town Planner Dustin Millsaps stated that as of December 3, 2021, it looks like there has been more rubbish added. Town Planner Dustin Millsaps stated that on February 8, 2022, there were more rubbish added, along with a tent that is now located on the property. Town Planner Dustin Millsaps stated that a final letter will be issued;
- Charles J. and Candis S. Hagaman, 1910 Leah Dr. #13, Rubbish. Town Planner Dustin Millsaps stated that on October 29, 2021, he received a complaint from Public Works regarding various different properties on Leah Drive, some of which encroach on Town property. Town Planner Dustin Millsaps stated that there was a NOV letter sent out. Town Planner Dustin Millsaps stated that he went by the property on November 9, 2021 and there has been no progress on the issue. Interim Town Planner Alison Adams stated that she spoke to someone on December 15, 2021 and was informed that they were hauling a trailer load off on December 16, 2021 and the remaining debris will be taken care of shortly. Town Planner Dustin Millsaps stated that as of February

8, 2022, the property has not been cleaned. Town Planner Dustin Millsaps stated that a final letter will be issued;

- Ronald B and Cynthia H Herman, 4126 Shoun Dr. Rubbish. Town Planner Dustin Millsaps stated that he received a complaint and a NOV letter was sent out on September 28, 2021 for many different rubbish items in the yard (lawn mowers, appliances, etc.). Town Planner Dustin Millsaps stated that he went by the property on October 12, 2021 and the problem has started to be addressed, however, not completely. Town Planner Dustin Millsaps stated that he went by the property on November 9, 2021, and it looks that the property is almost completely clean. Town Planner Dustin Millsaps stated that he went by the property on December 3, 2021, and the tenants seem to have accumulated more rubbish in the yard again. Town Planner Dustin Millsaps stated that as of February 8, 2022, the problem has gotten worse. Town Planner Dustin Millsaps stated that a final letter will be issued;

No Council action was required.

TOWN MANAGER UPDATES: Town Manager Chase Winebarger had the following updates:

- Town Manager Chase Winebarger stated that the asbestos inspection was completed on the house on Ardmore Ln. but the results have not come in. Town Manager Chase Winebarger stated that an asbestos test has to be performed before the house can be torn down.
- Town Manager Chase Winebarger stated that he met with the architect at Baird Park and he hopes to have something for Council to look in the coming months.
- Town Manager Chase Winebarger stated that the Veterans Park project should begin anytime. Town Manager Chase Winebarger stated that there was a meeting last week and Duke Energy representatives stated that the project should begin within the next two (2) weeks, weather permitting.
- Town Manager Chase Winebarger stated that he was contacted by a motorcycle club out of Hickory to use Veterans Park as a stop along a ride for them. Town Manager Chase Winebarger stated that he denied the club usage of Veterans Park but would like to know if Council would like to make donation to the cause.

Rebecca Johnson made a motion, and Melissa Curtis seconded, to give a donation in the amount of two hundred dollars (\$200.00) to the Forsaken Brotherhood. All were in favor.

- Town Manager Chase Winebarger stated that he has spoken with the Recreation Director at Granite Falls regarding free registration fees for Town of Sawmills Council and Staff children and grandchildren.
- Town Manager Chase Winebarger stated that customers are not calling in with extra trash pickups and are still putting the extra trash at the road which is still causing a nuisance. Town Manager Chase Winebarger stated that he is having public works pick

up the extra trash and staff is adding the extra pickups to the list. Town Manager Chase Winebarger stated that if the customers that do not call in go over their six (6) free pickups, that staff will add the seventy-five (\$75.00) charge per pickup after six (6) to the customer's bill.

- Town Manager Chase Winebarger stated that he had been talking to Town Planner Dustin Millsaps regarding the Planning and Zoning Fees that are being charged by the Town. The Town of Sawmills Planning and Zoning fees are very low compared to neighboring municipalities and would like to increase them with the budget. Town Manager Chase Winebarger stated he would have new fees ready for Council to modify with the budget.
- Town Manager Chase Winebarger stated that he would like to know Council's thoughts regarding putting in fuel pumps at the new Public Works building. Town Manager Chase Winebarger stated that the real benefit of putting in fuel pumps is that Public Works would have fuel to be able to continue to work in the event of a fuel shortage. Town Manager Chase Winebarger stated that he would try to get cost estimates together to discuss with Council at a later date.
- Town Manager Chase Winebarger stated that since Covid, the Town has not had any Town sponsored events and would like to know if Council would like to do the Easter Egg Hunt this year. Council informed Town Manager Chase Winebarger that they would like to have an Easter Egg Hunt. The Easter Hunt will be Thursday, April 14, 2022 at Veterans Park, with signups beginning at 5:30pm and the first egg hunt beginning at 6:00pm.

COUNCIL COMMENTS:

Rebecca Johnson wanted to thank Jo Ann Miller for coming to the meeting.

Joe Wesson wanted everyone to remember Johnnie and the Greene family. Joe Wesson wanted Jo Ann Miller to know that he appreciated everything that she does for the veterans. Joe Wesson told Council he hoped that hopefully they would see each other again.

CLOSED SESSION PURSUANT TO N.C.G.S. §143.318-11(A)(3): Mayor Pro Tem Clay Wilson asked for a motion to go into closed session.

Rebecca Johnson made a motion, and Joe Wesson seconded, to go into closed session pursuant to N.C.G.S. § 143.318-11(a)(3) at approximately 6:38pm. All were in favor.

Rebecca Johnson made a motion, and Joe Wesson seconded, to come out of closed session at approximately 6:44pm. All were in favor.

MAYOR SEAT: Town Manager Chase Winebarger stated that with the death of Mayor Johnnie Greene, Council would need to decide if they wanted to fill the empty seat immediately or wait until the next election.

Council wanted to table the matter until July 2022.

Town Manager Chase Winebarger stated that he had been approached regarding paying Mayor Johnnie Greene for the remainder of the 2021/2022 fiscal year.

Rebecca Johnson made a motion, and Melissa Curtis seconded, to pay a lump sum to Mayor Johnnie Greene during the month of March for the fourth quarter. All were in favor.

Town Manager Chase Winebarger stated that any seats that Mayor Johnnie Greene held on committees would need to be filled. The EDC meetings that Mayor Johnnie Greene attended, is also attended by Town Manager Chase Winebarger and Councilwoman Melissa Curtis, and that will stay the same.

COUNCIL ADJOURN: Mayor Pro Tem Clay Wilson asked for a motion to adjourn.

Rebecca Johnson made a motion, and Keith Warren seconded, to adjourn the meeting. All were in favor.

The meeting was adjourned at approximately 7:01pm.

Clay Wilson, Mayor Pro Tem

Julie A. Good, Town Clerk

Adopted: _____
Date: March 15, 2022

NORTH CAROLINA

TOWN OF SAWMILLS

RESOLUTION: To Amend Section 50.99 of the Town Code of Ordinances (Penalty for the violation of Solid Waste ordinances)

That whereas on September 2, 2021 Senate Bill 300 (S.L.-2021-138) was enacted that required changes to the Town of Sawmills Code of Ordinances;

That whereas, North Carolina law mandates no ordinance regulating trees may impose a criminal penalty; and

That whereas, this Resolution is intended to bring the Town of Sawmills Code of Ordinances into compliance with North Carolina law by providing no criminal penalties may be issued for the sections of this ordinance regulating trees.

NOW, THEREFORE, BE IT RESOLVED, that the Sawmills Town Council hereby amend Section 50.99 of the Town of Sawmills Code of Ordinances as follows:

Section. 50.99 PENALTY

(A) Penalty not exclusive.

(1) The imposition of a penalty under the provisions of this code shall not prevent the revocation or suspension of any license, franchise or permit issued or granted under the provisions of this code.

(2) If any violation of this code is designated as a nuisance under the provisions of this code, the nuisance may be summarily abated by the town in addition to the imposition of a civil monetary penalty of misdemeanor penalty.

(B) Liability for violations by corporations and other associations.

(1) Any violation of this code by any officer, agent or other person acting for or employed by any corporation or unincorporated association or organization, while acting within the scope of his or her office or employment, shall in every case also be deemed to be a violation by the corporation, association, or organization.

(2) Any officer, agent, or other person acting for or employed by any corporation or unincorporated association or organization shall be subject and liable to punishment as well as the corporation, unincorporated association or organization for the violation by it of any provisions of this code, where the violation was the act or omission, or the result of the act, omission or order, of the person.

(C) *Criminal prosecution.* Any person, firm or corporation violating any of the provisions of this chapter shall be guilty of a Class 3 misdemeanor pursuant to G.S. § 14-4(a), and may be fined by the court not more than \$500. No criminal penalties shall be issued for acts that violate the sections of this chapter regulating trees.

(D) *Civil Penalty.*

(1) Upon the determination that any provision of this code is being violated, the Code Enforcement Officer shall provide due notice to the person(s) responsible for the violation, indicating the nature of the violation and ordering the action necessary to correct it. Notice may include written notice by registered mail to the person(s). The notice shall provide the time period for abatement and shall state the penalties for noncompliance provided in this section. The provisions of this section are adopted pursuant to G.S. § 160A-175(c) and shall not constitute a misdemeanor infraction pursuant to G.S. § 14-4 unless the ordinance or code section provides otherwise.

(2) This section is enacted pursuant to G.S. § 160A-175, and may be enforced by appropriate equitable remedies issuing from a court of competent jurisdiction as more fully set out and stated in G.S. § 160A-175(d) and (e), incorporated herein by reference and as that statute may be subsequently amended.

(3) Violation of any provision of this code not corrected as provided in division (D)(1) shall subject the offender to a civil penalty in the amount and as set forth in § 10.99 of this code shall be in writing, signed by the Code Enforcement Officer, and shall be delivered to the offender either at his or her residence, place of business, or at the place where the violation occurred.

(4) Each day that a violation continues to exist shall constitute a separate and distinct offense without multiple citations being issued.

(E) *Orders of abatement and injunctive relief.* In addition to criminal prosecution or the imposition of civil penalties, the town may seek orders of abatement and/or mandatory or prohibitory injunctive relief in the General Court of Justice to compel compliance with this chapter.

(F) *Continuing Violation.* Each and every day of a continuing violation of any provision of this chapter shall be deemed to be a separate and distinct violation.

Adopted this the 15th day of March, 2022.

TOWN OF SAWMILLS

By: Clay Wilson

Clay Wilson Mayor Pro Tem

ATTEST:

Julie A. Gode
Town Clerk



Adopted:

Date: March 15, 2022

NORTH CAROLINA

TOWN OF SAWMILLS

RESOLUTION: To Amend Section 113.99 of the Town Code of Ordinances (Penalty for the violation of ordinances regulating Junkyards)

That whereas on September 2, 2021 Senate Bill 300 (S.L.-2021-138) was enacted that required changes to the Town of Sawmills Code of Ordinances;

That whereas, North Carolina law mandates no ordinance regulating and licensing businesses and trades may impose a criminal penalty; and

That whereas, this Resolution is intended to bring the Town of Sawmills Code of Ordinances into compliance with North Carolina law by removing the provision that would enforce regulation of junkyards with a criminal penalty.

NOW, THEREFORE, BE IT RESOLVED, that the Sawmills Town Council hereby amend Section 113.99 of the Town of Sawmills Code of Ordinances as follows:

Section. 113.99 PENALTY

Any person, firm, or corporation violating any of these provisions of this chapter shall further be subject to the imposition by citation of a civil penalty as set forth in Section 10.99 of the Town of Sawmills Code of Ordinances.

Adopted this the 15th day of March, 2022.

TOWN OF SAWMILLS

By: Clayton

Clayton Mayor Pro Tem

ATTEST:

Jesse A Wood
Town Clerk



Adopted:
Date: March 15, 2022

NORTH CAROLINA

TOWN OF SAWMILLS

RESOLUTION: To Amend Section 153.999 of the Town Code of Ordinances (Penalty for the violation of Zoning ordinances)

That whereas, on September 2, 2021 Senate Bill 300 (S.L.-2021-138) was enacted that required changes to the Town of Sawmills Code of Ordinances;

That whereas, North Carolina law mandates no ordinance adopted under N.C. Gen. Stat. 160A-19, Planning Regulation of Development may impose a criminal penalty.

That whereas, this Resolution is intended to bring the Town of Sawmills Code of Ordinances into compliance with North Carolina law by removing the provision that would enforce an ordinance adopted under N.C. Gen. Stat. 160A-19, Planning Regulation of Development.

NOW, THEREFORE, BE IT RESOLVED, that the Sawmills Town Council hereby amend Section 153.999 of the Town of Sawmills Code of Ordinances as follows:

Section. 153.999 PENALTY.

(A) *Generally.* Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

(B) *Civil penalties.* Violation of any provision of this chapter shall subject the offender to a civil penalty in the amount of \$50, to be recovered by the town in a civil action in the nature of debt if the offender does not pay the penalty within a period of 72 hours after being cited. Citation shall be in writing, signed by the Zoning Enforcement Officer, and shall be delivered or mailed to the offender either at his or her residence or at his or her place of business or at the place where the violation occurred.

~~(C) *Criminal penalties for violation.* Any person, firm or corporation who violated the provisions of this chapter shall, upon conviction, be guilty of a misdemeanor and shall be fined not exceeding \$50 or imprisoned not 30 days. Each day that a violation continues to exist shall be considered a separate offence, provided that violation of this chapter is not corrected within 30 days after the notice of the violation has been given.~~

~~(Ord. passed 4-17-2012)~~

Adopted this the 15th day of March, 2022.

TOWN OF SAWMILLS

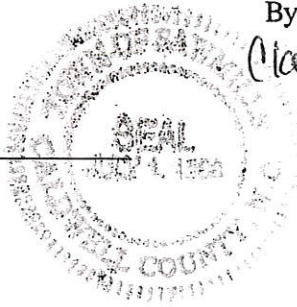
By: Clay Wilson

Mayor

Pro Tem

ATTEST:

Jessie Alford
Town Clerk



Adopted:

Date: March 15, 2022

NORTH CAROLINA

TOWN OF SAWMILLS

RESOLUTION: To Amend Section 152.999 of the Town Code of Ordinances (Penalty for the violation of Land Usage ordinances)

That whereas on September 2, 2021 Senate Bill 300 (S.L.-2021-138) was enacted that required changes to the Town of Sawmills Code of Ordinances;

That whereas, North Carolina law mandates city ordinances may be enforced by a misdemeanor only if the city specifies such in the ordinances; and

That whereas, this Resolution is intended to bring the Town of Sawmills Code of Ordinances into compliance with North Carolina law by providing an express explanatory statement in each code section enforceable by a misdemeanor.

NOW, THEREFORE, BE IT RESOLVED, that the Sawmills Town Council hereby amend Section 152.999 of the Town of Sawmills Code of Ordinances as follows:

Section. 152.999 **PENALTY.**

(A) *Generally.* Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

(B) ~~*Violation a misdemeanor. Violations of these regulations shall be punishable as provided in G.S. § 160A-375.*~~
(Ord. § 110, passed 1-26-2007)

Add text: *Civil penalties.* Violation of any provision of this chapter shall subject the offender to a civil penalty in the amount of \$50, to be recovered by the town in a civil action in the nature of debt if the offender does not pay the penalty within a period of 72 hours after being cited. Citation shall be in writing, signed by the Zoning Enforcement Officer, and shall be delivered or mailed to the offender either at his or her residence or at his or her place of business or at the place where the violation occurred.

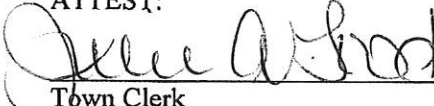
Adopted this the 15th day of March, 2022.

TOWN OF SAWMILLS

By: 

Clay Wilson Mayor Pro Tem

ATTEST:


Town Clerk



Adopted:

Date: March 15, 2022

NORTH CAROLINA

TOWN OF SAWMILLS

RESOLUTION: To Amend Section 154.19 of the Town Code of Ordinances (Penalties for Land Usage: Dwellings not in compliance but not unfit for human habitation)

That whereas on September 2, 2021 Senate Bill 300 (S.L.-2021-138) was enacted that required changes to the Town of Sawmills Code of Ordinances;

That whereas, North Carolina law mandates city ordinances may be enforced by a misdemeanor only if the city specifies such in the ordinances; and

That whereas, this Resolution is intended to bring the Town of Sawmills Code of Ordinances into compliance with North Carolina law by providing an express explanatory statement in each code section enforceable by a misdemeanor.

NOW, THEREFORE, BE IT RESOLVED, that the Sawmills Town Council hereby amend Section 154.19 of the Town of Sawmills Code of Ordinances as follows:

Section. 154.19 DWELLINGS NOT IN COMPLIANCE BUT NOT UNFIT FOR HUMAN HABITATION

(A) In any case where the Housing Inspector determines that a dwelling fails to fully comply with one or more but less than seven of the enumerated standards of dwelling fitness set forth in §§ 154.30 through 154.39, the dwelling shall not be found to be unfit for human habitation and shall not be subject to the procedures and remedies as provided for in this chapter for dwellings unfit for human habitation. Each such failure of noncompliance, however, shall constitute a violation of the terms of this chapter and shall subject the violator to the penalties and enforcement procedures, civil or criminal, or both. A person, firm, or corporation subject to criminal enforcement for violating the provisions of this chapter shall, upon conviction, be guilty of a misdemeanor and shall be fined not exceeding \$50 and imprisoned not 30 days.

(B) In making the determination as described in this section, the Housing Inspector shall not be required to make notice and hold the hearing as called for in § 154.17, but the Housing Inspector may do so if the determination of the severity and classification of dwelling fitness is not clear to the Housing Inspector upon preliminary investigation.


Adopted this the 15th day of March, 2022.

TOWN OF SAWMILLS

By: 

Clay Wilson Mayor Pro Tem

ATTEST:


Town Clerk



Adopted:

Date: March 15, 2022

NORTH CAROLINA

TOWN OF SAWMILLS

RESOLUTION: To Amend Section 154.54 of the Town Code of Ordinances (Alternative Remedies for Land Usage: Minimum Housing Standards)

That whereas on September 2, 2021 Senate Bill 300 (S.L.-2021-138) was enacted that required changes to the Town of Sawmills Code of Ordinances;

That whereas, North Carolina law mandates city ordinances may be enforced by a misdemeanor only if the city specifies such in the ordinances; and

That whereas, this Resolution is intended to bring the Town of Sawmills Code of Ordinances into compliance with North Carolina law by providing an express explanatory statement in each code section enforceable by a misdemeanor.

NOW, THEREFORE, BE IT RESOLVED, that the Sawmills Town Council hereby amend Section 154.54 of the Town of Sawmills Code of Ordinances as follows:

Section. 154.54 ALTERNATIVE REMEDIES

(A) Nothing in this chapter nor any of its provisions shall be construed to impair or limit in any way the power of the town to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise nor shall enforcement of one remedy provided herein prevent the enforcement of any other remedy or remedies provided herein or in other ordinances or laws. In addition to the remedies provided herein, any violation of the terms of this chapter shall subject the violator to the penalties and remedies, either criminal or civil or both, as set forth in the penalty section of this code of the town. (see § 10.99). A person, firm, or corporation subject to criminal enforcement for violating the provisions of this chapter shall, upon conviction, be guilty of a misdemeanor and shall be fined not exceeding \$50 and imprisoned not 30 days.

(B) No dwelling shall be hereafter erected, altered, moved or changed in occupancy without a certificate of occupancy. In any case where the Housing Inspector, after notice and hearing as required herein, finds that a dwelling or dwelling unit is unfit for human habitation, he or she shall withhold issuance of a certificate of occupancy for the dwelling or dwelling unit until the time that he or she determines that it is fit for human habitation. In addition, in any case where the Housing Inspector, after preliminary investigation as provided for herein, concludes, based upon that investigation, that a dwelling or dwelling unit is unfit for human habitation and believes that the occupancy of the or dwelling unit could cause imminent peril to life or property from fire or other hazards, he or she shall withhold issuance of a certificate of occupancy for the dwelling or dwelling unit until the time that he or she determines that it is fit for human habitation.

(C) If any dwelling is erected, constructed, altered, repaired, converted, maintained or used in violation of this chapter or of any valid order or decision of the Housing Inspector or Board made pursuant to any ordinance or code adopted under authority of this chapter, the Housing Inspector may institute any appropriate action or proceedings to prevent the unlawful erection, construction, reconstruction, alteration or occupancy, to restrain, correct or abate the violation, to prevent the occupancy of the dwellings, or to prevent any illegal act, conduct or use in or about the premises of the dwelling.

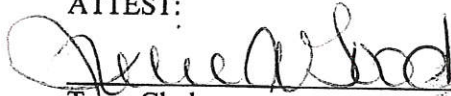
Adopted this the 15th day of March, 2022.

TOWN OF SAWMILLS

By: 

Clay Wilson Mayor Pro Tem

ATTEST:


Town Clerk



APRIL 5, 2022
MINUTES OF TOWN COUNCIL
BUDGET WORKSHOP
5:00 P.M.

COUNCIL PRESENT

Clay Wilson, Mayor Pro Tem
Rebecca Johnson
Melissa Curtis
Joe Wesson

STAFF PRESENT

Chase Winebarger
Julie A Good
Terry Taylor
Karen Clontz
Ashley Presnell

CALL TO ORDER: Mayor Pro Tem Clay Wilson called the meeting to order at approximately 5:02pm.

INVOCATION: Councilman Joe Wesson gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Clay Wilson led the Pledge of Allegiance.

ADOPT AMENDED AGENDA: Mayor Pro Tem Clay Wilson asked for a motion to adopt the April 5, 2022 Budget Workshop Agenda with the following amendments: add 5A. Construction Budget Amendment, 8A. Coaches Background Check Policy and Closed Session: N.C.G.S. § 143-318.11(a)(3).

Melissa Curtis made a motion, and Joe Wesson seconded, to adopt the Amended April 5, 2022 Budget Workshop Agenda. All were in favor.

FINANCIAL UPDATE/ARPA:

CONSTRUCTION BUDGET AMENDMENT: Mayor Pro Tem Clay Wilson stated that done for the purpose of renovations and repairs to Public Works new office building and Parks and Recreation concessions stands (2) at Baird Park a budget amendment in the amount of two hundred thousand dollars (\$200,000.00) will need to be approved.

Rebecca Johnson made a motion, and Melissa Curtis seconded, to approve the budget amendment in the amount of two hundred thousand dollars (\$200,000.00) for the purpose of renovations and repairs to Public Works new office building and Parks and Recreation concessions stands (2) at Baird Park. All were in favor.

ARPA BUDGET ORDINANCE: Finance Officer Karen Clontz stated that an order to recognize the acceptance of the American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds that Council would need to approve a budget amendment in the amount of one million six hundred fifty-three thousand seven hundred twenty-one dollars and four cent (\$1,653,721.04) to place the monies in the Special Revenue Fund.

Rebecca Johnson made a motion, and Melissa Curtis seconded, to approve the budget amendment in the amount of one million six hundred fifty-three thousand seven hundred twenty-one dollars and four cents (\$1,653,721.04) for the acceptance of the American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds and place the monies in the Special Revenue Fund. All were in favor.

ARPA GRANT PROJECT ORDINANCE: Finance Officer Karen Clontz stated that Council would need to establish a grant project ordinance with a budget of one million six hundred fifty-three thousand seven hundred twenty-one dollars and four cents (\$1,653,721.04) for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLFRF).

Rebecca Johnson made a motion, and Melissa Curtis seconded, to approve the grant project ordinance with a budget one million six hundred fifty-three thousand seven hundred twenty-one dollars and four cents (\$1,653,721.04) for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLFRF). All were in favor.

POLICY-UNIFORM GUIDANCE ALLOWABLE COSTS: Finance Officer Karen Clontz stated that with the acceptance of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLFRF) Council must adopt and enact the attached US Cost Principles Policy for the expenditure of the ARP/CSLFRF funds.

Rebecca Johnson made a motion, and Joe Wesson seconded, to approve the Policy-Uniform Guidance Allowable Costs attached hereto. All were in favor.

NON DISCRIMINATION POLICY: Finance Officer Karen Clontz stated that with the acceptance of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLFRF) that the attached Non-Discrimination Policy would need to approved.

Rebecca Johnson made a motion, Joe Wesson seconded, to approve the Non Discrimination Policy attached hereto. All were in favor.

ARPA PREMIUM PAY POLICY: Finance Officer Karen Clontz stated that with the acceptance of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLFRF) that an eligible expenditure of these funds

includes the allowance of "Premium Pay" to eligible employees who perform essential work during the COVID-19 pandemic. The Town has designated a portion of the funding received from the ARPA towards a one-time premium payment to eligible employees.

Rebecca Johnson made a motion, and Melissa Curtis seconded, to approve the ARPA Premium Pay Policy. All were in favor.

FINANCIAL UPDATE: Finance Officer Karen Clontz gave an update on the year to date Fiscal Year 2021-2022 budget .

No Council action was required.

ITEMS FOR DISCUSSION:

Town Manager Chase Winebarger discussed the budget needs for the Fiscal Year 2022/2023.

Town Manager Chase Winebarger shared the he had a draft map for phase one for the 4077 Baird Drive property. Town Manager Chase Winebarger stated that there is a Part F grant that the Town is applying for. Town Manager Chase Winebarger stated that the Part F grant is a matching grant that caps out at five hundred thousand dollars (\$500,000.00). Town Manager Chase Winebarger stated that he would like for Council to discuss how much that they would like to put on the Part F grant for consideration of the match. Town Manager Chase Winebarger stated that there was four hundred thousand dollars (\$400,000.00) allocated to the Veteran's Parking Lot account that can go toward phase one since the parking lot no longer has to be built. Council gave Town Manager Chase Winebarger permission to add an additional five hundred thousand dollars (\$500,000.00) to the four hundred thousand dollars (\$400,000.00) for a total of nine hundred thousand dollars (\$900,000.00) to put on the Part F grant for consideration.

COACHES BACKGROUND CHECK POLICY: Town Manager Chase Winebarger stated that staff would like to modify the Town of Sawmills Coaches Background Check Policy to include the following statement: *The Town of Sawmills will make every possible attempt to consider each case individually when an issue arises and exceptions to this policy are extremely rare. Additionally, exceptions may only be approved by the Town Manager.*

Rebecca Johnson made a motion, and Joe Wesson seconded, to modify the Town of Sawmills Coaches Background Check Policy to include the following statement: *The Town of Sawmills will make every possible attempt to consider each case individually when an issue arises and exceptions to this policy are extremely rare. Additionally, exceptions may only be approved by the Town Manager.* All were in favor.

CLOSED SESSION PURSUANT TO N.C.G.S. §143.318-11(A)(3): Mayor Pro Tem Clay Wilson asked for a motion to go into closed session.

Rebecca Johnson made a motion, and Melissa Curtis seconded, to go into closed session pursuant to N.C.G.S. § 143.318-11(a)(3) at approximately 5:53pm. All were in favor.

Rebecca Johnson made a motion, and Melissa Curtis seconded seconded, to come out of closed session at approximately 6:00pm. All were in favor.

COUNCIL ADJOURN: Mayor Pro Tem Clay Wilson asked for a motion to adjourn.

Rebecca Johnson made a motion, and Melissa Curtis seconded, to adjourn the meeting at approximately 6:06pm. All were in favor.

Clay Wilson, Mayor Pro Tem

Julie A Good, Town Clerk

AGENDA ITEM 7A

MEMO

DATE:

April 19, 2022

SUBJECT:

Recognition:
Recycle Rewards
Program

Discussion:

The Town of Sawmills would like to congratulate Rebecca Clark on winning the Recycle Rewards Program for the month of April. She will be presented with a Certificate of Appreciation. A thirty-two dollar (\$32.00) credit will be added to the current sanitation bill.

Recommendation:

No Council action is required.

AGENDA ITEM 8A

MEMO

DATE:

April 19, 2022

SUBJECT:

Financial Matters:
Approve Proposed
Contract Renewal with
Western Piedmont
Council of Governments

Discussion:

The current contract with the Western Piedmont Council of Governments (WPCOG) for planning services will expire on June 30, 2022 and will need to be renewed. If renewed, the enclosed contract will be effective starting July 1, 2022 and ending June 30, 2024.

The amount of the contract will not exceed fifty-three thousand ninety-eight dollars (\$53,098.00) and will be billed in quarterly payments. This expenditure is included in the FY 2022-2023 budget.

Recommendation:

Staff recommends Council discuss this matter and decide how they wish to proceed.

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE TOWN OF SAWMILLS
FOR THE PROVISION OF
TECHNICAL PLANNING ASSISTANCE:
JULY 1, 2022- JUNE 30, 2024

This AGREEMENT, entered into on this the first day of July, 2022, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the Town of Sawmills, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.** That for the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency a fee not to exceed **\$53,098** (Fifty-three thousand and ninety-eight dollars) during the period beginning July 1, 2022 and ending June 30, 2024. These fees will be billed in quarterly payments.

4. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning July 1, 2022 and ending June 30, 2024.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
TOWN OF SAWMILLS

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL
OF GOV'TS.

By: _____
Mayor Pro Tem

By: _____
Executive Director

By: _____
Town Manager

PLANNING AGENCY:
By: _____
Chair

Pre-audit statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: _____
Local Government Finance Officer

ATTACHMENT A
TOWN OF SAWMILLS
TECHNICAL PLANNING ASSISTANCE:
JULY 1, 2022 – JUNE 30, 2024
WORK PROGRAM/BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Western Piedmont Council of Governments for the Town of Sawmills. The product(s) of the planning activities shall be:

WORK PROGRAM

1. Zoning and Subdivision Code Management

Technical assistance will be provided one day per week.

Technical assistance will be provided in the administration of the Town's Zoning Ordinance and Subdivision Regulations. Technical planning advice and opinions will also be provided to the Town Council, Town Manager, Planning Board and Board of Adjustment.

Assistance to the public in interpretation of permitting and amendment regulations will be provided as directed by the Town Manager.

2. Other Duties as Directed by Town Manager or Town Council

It is understood that priority changes and/or substitutions may be made by the Town Manager or Town Council as needed in other planning-related topics, not to exceed the dollar/time/travel amount of this contract.

BUDGET

The contract budget, including all salaries, fringe benefits, travel expenses and indirect costs, totals **\$53,098** (Fifty-three thousand and ninety-eight dollars) during the period beginning July 1, 2022 and ending June 30, 2024. These fees will be billed in quarterly payments.

AGENDA ITEM 8B

MEMO

DATE:

April 19, 2022

SUBJECT:

Financial Matters:
Approve Proposed
Contract with
Western Piedmont
Council of Governments
For Public Utility
GIS Maintenance Services

Discussion:

Attached with to this memo is a contract from the Western Piedmont Council of Governments for the Provision of Public Utility GIS Maintenance. The enclosed contract will be effective starting July 1, 2022 and ending June 30, 2024.

The amount of the contract will not exceed nine thousand nine hundred forty-eight dollars (\$9,948.00) and will be billed in quarterly payments. This expenditure is included in the FY 2022-2023 budget.

Recommendation:

Staff recommends Council discuss this matter and decide how they wish to proceed.

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE TOWN OF SAWMILLS
FOR THE PROVISION OF
GIS MAINTENANCE SERVICES:
JULY 1, 2022- JUNE 30, 2024

This AGREEMENT, entered into on this the first day of July, 2022, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the Town of Sawmills, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.** That for the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency a fee not to exceed **\$9,948** (Nine thousand nine hundred forty-eight dollars) during the period beginning July 1, 2022 and ending June 30, 2024. These fees will be billed quarterly.

4. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning July 1, 2022 and ending June 30, 2024.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
TOWN OF SAWMILLS

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL
OF GOV'TS.

By: _____
Mayor Pro Tem

By: _____
Executive Director

PLANNING AGENCY:

By: _____
Town Manager

By: _____
Chair

Pre-audit statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: _____
Local Government Finance Officer

ATTACHMENT A
TOWN OF SAWMILLS
GIS MAINTENANCE SERVICES:
JULY 1, 2022 – JUNE 30, 2024
WORK PROGRAM/BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning Public Utilities GIS Maintenance Service activities by the Western Piedmont Council of Governments for the Town of Sawmills. The product(s) of the planning activities shall be:

I. WORK PROGRAM/SCOPE OF SERVICES

The general scope of services called for in this work program require the Planning Agency, on the behalf of the Local Government, to provide professional staff time to maintain the Local Government's GIS database for its utilities. The data can be accessed on the internet via ArcGIS Online, and allows multiple authorized users to view and edit data simultaneously, either on a computer or mobile device. As local government staff continues to grow accustomed to the GIS platform, the Planning Agency will consult with them in order to improve and adjust ArcGIS Online applications and make them easier to use.

II. DESCRIPTION OF SERVICES PROVIDED

The following activities are descriptive of, but not limited to, the services to be provided by the Planning Agency to the Local Government.

GIS Maintenance

The Planning Agency will maintain the utilities GIS database for the Local Government.

The Planning Agency will ensure that the GIS data remains accessible to authorized Local Government personnel. This GIS allows access and editing of water, sewer and stormwater, sign and digitized as-built data in the field using an internet-connected mobile device. This will be done by using ArcGIS Online and Collector for ArcGIS.

The Planning Agency will support, archive and back up the Local Government's online work-order system.

The Planning Agency will work with requests from Local Government staff to make the existing applications increasingly user-friendly and modify applications for this purpose.

The Planning Agency will provide oversight to the use of GIS by Town personnel. A sample of GIS edits and added features will be reviewed for completeness and proper use of the GIS. Based on this review, Planning Agency staff will meet

with Town staff to provide updated training, and the GIS system may be adjusted for improved workflow.

Planning Agency staff will be able to visit the Local Government up to seven (7) times to provide on-site assistance with working with the applications.

III. OPERATIONS, RESOURCES AND SUPPORT RESPONSIBILITIES

- A. A Planning Agency GIS Analyst will provide services in oversight and performance of tasks required in this contract for services. The Analyst will primarily perform the required duties from the physical location of the Planning Agency and occasionally Local Government offices. The Project GIS Analyst will be assisted in various facets of the contract by other GIS staff from the Planning Agency office.
- B. The Local Government will be responsible for assisting the Planning Agency in maintaining the necessary Esri GIS licenses for both Local Government and Planning Agency use in fulfilling the requirements of this contract.
- C. Planning Agency staff are covered by workers compensation insurance in accordance to State Statutes. A limited amount of other insurance is provided by the Planning Agency via relationship with the League of Municipalities. The Planning Agency does not provide automobiles or auto insurance to employees. All Planning Agency staff are required to have a valid driver's license, insurance and a vehicle that can be used for Agency purposes.
- D. The Planning Agency will ensure that all GIS data and applications are compatible with current iOS-enabled tablets and smartphones, as well as Apple PCs. This will primarily be achieved via ArcGIS Online, Collector for ArcGIS, ArcServer and associated technologies.
- E. The Local Government will be responsible for purchasing and managing its own subscriptions to Esri's ArcGIS Online service. Dollars for this requirement are not included in this contract.

IV. COMPENSATION

That for the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency a fee not to exceed **\$9,948** (Nine thousand nine hundred forty-eight dollars) during the period beginning July 1, 2022 and ending June 30, 2024. These fees will be billed quarterly.

AGENDA ITEM 8C

MEMO

DATE:

April 19, 2022

SUBJECT:

Financial Matters:
Resolution Approving the
Revised Town of Sawmills
Comprehensive Parks and
Recreation Plan and the Site-
Specific Master Plan for
Sawmills Municipal Park
Expansion

Discussion:

Town of Sawmills Parks and Recreation Comprehensive Plan needs to be revised to include the newly purchased acreage. With the revision to the Town of Sawmills Parks and Recreation Comprehensive Plan, staff would also like to add the revised Site-Specific Master Plan for the Municipal Park Expansion.

It is in the best interest of the Town of Sawmills to adopt the attached draft Resolution Approving the Revised Town of Sawmills Comprehensive Parks and Recreation Plan and the Site-Specific Master Plan for Sawmills Municipal Park Expansion.

Recommendation:

Staff recommends Council adopt the Resolution as drafted.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE REVISED TOWN OF SAWMILLS
COMPREHENSIVE PARKS AND RECREATION PLAN AND THE SITE-SPECIFIC
MASTER PLAN FOR SAWMILLS MUNICIPAL PARK EXPANSION**

WHEREAS, the Town of Sawmills has partnered with the Western Piedmont Council of Governments to create a Comprehensive Parks and Recreation Plan designed to reflect the needs and desires of the Town and of its citizens as related to future parks and recreation planning within the town limits; and

WHEREAS, funding partners have recommended additional information to include within the adopted plans; and

WHEREAS, the result of those discussions is the revised “Town of Sawmills Comprehensive Parks and Recreation Plan” presented to the Council this date for review, a copy of which shall be on permanent file in the Sawmills Town Hall; and

WHEREAS, the revised Site-Specific Master Plan for Sawmills Municipal Park Expansion is included as Appendix A of the Town of Sawmills Comprehensive Parks and Recreation Plan;

NOW, THEREFORE, be it hereby resolved by the Town Council for the Town of Sawmills, North Carolina, that the “Town of Sawmills Comprehensive Parks and Recreation Plan” and the “Site Specific Master Plan for Sawmills Municipal Park Expansion”, as presented, are hereby adopted and that the Town Council hereby expresses its intent that such document be used henceforth as a reference in the creation of all ordinances, rules, and regulations to the extent they each may impact the parks and recreation facilities for the Town of Sawmills.

READ, APPROVED, AND ADOPTED this 19th day of April, 2022.

Clay Wilson, Mayor Pro-Tem

Town of Sawmills

ATTEST:

Julie Good, Town Clerk

Town of Sawmills

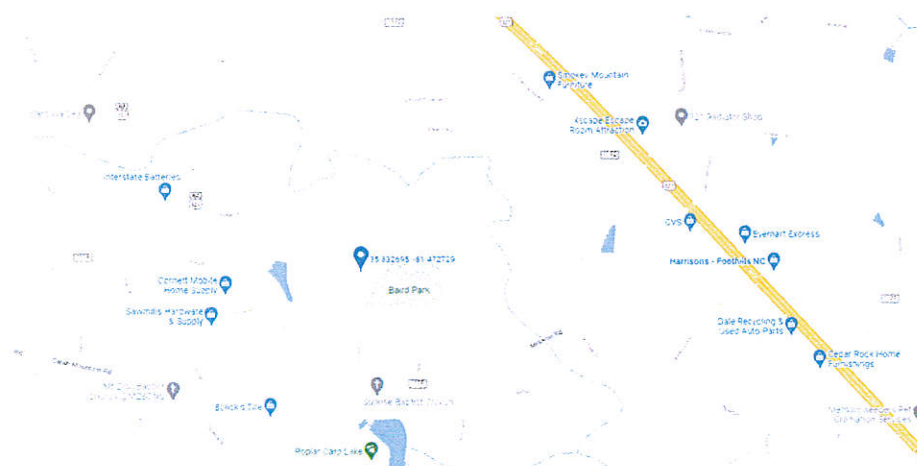
Appendix A
Site Specific Master Plan for Sawmills Municipal Park Expansion

Section Overview

Description
Purpose
Topography
Hydrology
Soils
Plant Habitats/Vegetation
Recommendations

Park Discussion

Sawmills Municipal Park Expansion Site, further known as SMP, is located 0.22 miles down Baird Drive, off of Mission Road in Sawmills, North Carolina. The property is nearly 48 acres, and all of the land is currently undeveloped aside from gravel access roads and a 1-acre pond located on the property. SMP can be accessed from Baird Drive, less than 1.10 miles from US Highway 321 or directly from US Highway 321-A. The park is surrounded by single-family residential development, forested land, and the pre-existing Sawmills Municipal Park located directly across the street on Baird Drive.



The Town of Sawmills recently acquired the property from a Town of Sawmills resident. The property was purchased to begin the expansion of Parks and Recreation opportunities within the Town of Sawmills.

Purpose

The purpose of the SMP expansion is to continue serving the populations of Sawmills and surrounding communities with quality facilities for recreation. The recommendations for park development are largely aimed at providing facilities and amenities that the Town of Sawmills does not currently have. All recreation elements have been proposed to complement the existing uses of the park.

Site Analysis

Topography

SMP is located in an area of rolling terrain. The park itself slopes, somewhat steeply, from the top of the property close to Baird Drive to the 1-acre pond located in the center of the property. The highest point is approximately 1,225 feet at the top of the property close to Baird Drive, and the lowest point is 1,150 feet where the pond flows. The topography of this property does not pose very many issues in regards to site development and future facilities.

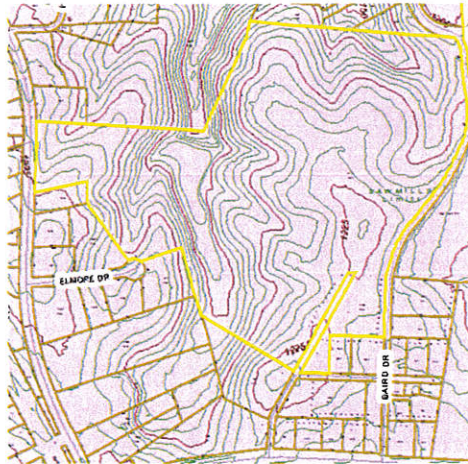


Exhibit 2. Topography of Sawmills Municipal Park Expansion Site, Sawmills, NC. Caldwell County GIS, 2018.

Hydrology

The major hydrological unit in the park is Gunpowder Creek which flows north to south from Lenoir and ultimately into Lake Hickory. Optimist Park is not in a designated watershed protection area and is therefore not restricted by stringent development codes. A majority of the park lies within the 100-year flood zone (AE zone), which may affect the development of new structures. However, the existing built-upon area and all proposed new development is located

outside of this flood zone. The regulatory map below shows the floodway (blue hatched area) along the northeastern edge of the ball fields. This could be misleading, as the creek flows below a significant drop-off and typically does not rise that high.



Exhibit 3. Flood zones at Optimist Park in Hudson, NC. FEMA Flood Map, 2018.

There are no other tributaries or creeks on the park property. There are numerous drainage dips that could carry water during a heavy rainfall event. Additionally, the stadium seating and the ball fields tend to hold water rather than draining down into the creek. In order to be maintainable, existing drainage issues should be resolved and hydrology should be considered for any new construction. Any planned additions to trails should incorporate features such as water bars to prevent trail erosion.

Soils

As shown in the exhibit below, the majority of the Optimist Park property is composed of a well-drained urban land soil complex (UeC), as it has been developed for several decades. The northern boundary along Gunpowder Creek is a well-drained course-loamy soil that may occasionally flood. The entire site is suitable for recreational development with some limitations regarding dustiness. The soils in and around the Park include:

- DoA** Dan River and Comus soils, 0 to 4 percent slopes, occasionally flooded
- FaC2** Fairview sandy clay loam, 8 to 15 percent slopes, moderately eroded
- FaD2** Fairview sandy clay loam, 15 to 25 percent slopes, moderately eroded
- FeB** Fairview-Urban land complex, 2 to 8 percent slopes, moderately eroded
- FeC2** Fairview-Urban land complex, 8 to 15 percent slopes, moderately eroded
- UeC** Udorthents-Urban land complex, 0 to 15 percent slopes

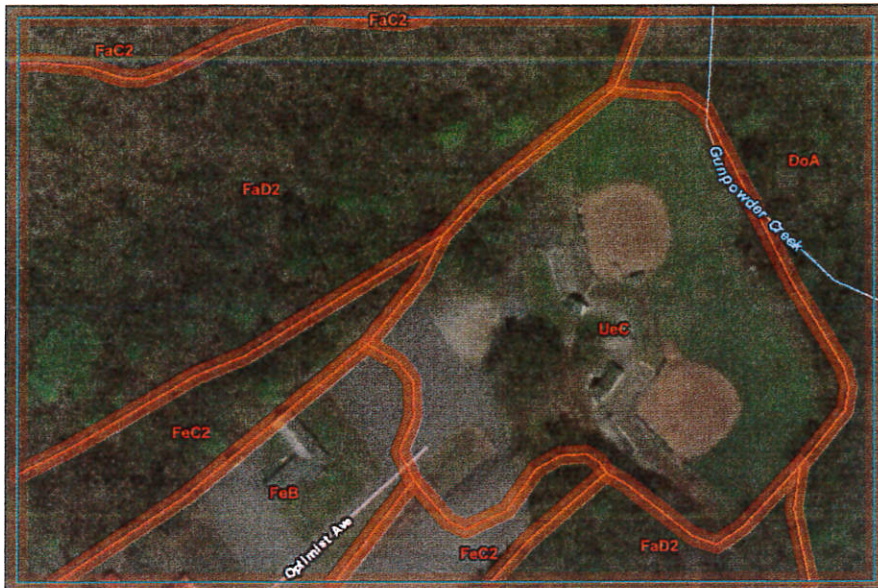


Exhibit 4. Optimist Park soils, USDA Web Soil Survey, 2018.

Plant Habitats/Vegetation

The majority of the property's acreage is maintained as grass. Around the center of the property lies some mixed-deciduous forest and low-lying vegetation surrounding the pond.

There have been no reported records of any state or federally protected plant species on the park property.

Commented [TG1]: Not sure of this, I would not believe so but would we need to dive deep and find out?

Recommendations

The recommendations for the expansion of SMP have been informed by the preceding analysis, a detailed engineering report, and extensive public input (as detailed in the Town of Sawmills Parks and Recreation Master Plan, 201). Physical needs for the park are broken down into six phases and are displayed with their associated costs on the following pages.

Commented [TG2]: Wasn't sure if this part needed to be kept or not?

PARTF Phase

- Grading / Site development
- 0.8-mile Paved Walking Trail around property
- Permanent Cornhole Court
- Building for Restrooms, Concessions
- Grading for Multi-Purpose Field
- Amphitheater
- Parking Lot
- Handicap Parking Lot at Pond

Future Phase

- Recreation Center
- Clover complex of 4 baseball/softball fields
- Press box, restrooms, concessions for baseball/softball fields
- Lighting for baseball/softball fields
- Lighting for multi-purpose field
- Picnic Shelters
- Storage building
- Additional restrooms building along walking trails
- Batting cages
- Small fishing pier
- New Town Hall will be adjacent to this property

Commented [TG3]: Was this the appropriate place to put this?

AGENDA ITEM 8D

MEMO

DATE:

April 19, 2022

SUBJECT:

Financial Matters:
Request for a Donation
To Lenoir Caldwell
County Crime Stoppers

Discussion:

The Town has received a request from Lenoir Caldwell County Crime Stoppers for a donation in the amount of \$300.00 (three hundred dollars).

There are sufficient funds in the budget for this request.

Recommendation:

Staff recommends Council discuss this matter and decide how they wish to proceed.



Town of Sawmills

Clay Wilson, Mayor Pro Tem
Chase Winebarger, Town Manager

Funding Request:

Name of Organization: Lenoir Caldwell County Crime Stoppers		Phone #:828-758-8300
<hr/>		
Permanent Address: 1035 West Ave City: Lenoir	State: NC	Zip Code: 28645
Contact Name: Lt. Jody Herman	Fed Tax ID #35- 2379365	

Amount Requested: \$300	Amount needed for the Project: _____
Date Funds Needed: 04/30/2022	Project Begin/End Dates: _____
Complete description of project: Wrestling event fundraiser for Lenoir Caldwell County Crimestoppers	
How will the funds be used? Funds will be used to pay Crime Stoppers callers rewards for information that assist in arresting wanted persons, recovery of stolen property, seizure of illegal drugs etc.	
How will this project benefit the community? Will provide incentive for those who have information about crimes to call and give the information to law enforcement	

Date application received: <u>4/14/22</u>		<u>Official Town Use Only</u>	
Date approved/denied (circle one): _____		Date presented to Council: <u>4/19/22</u>	
Available balance in Governing Body Expense Acct: <u>1,050.00</u>		Amount approved: _____	
Date check written: _____	Check #: _____	Amount: _____	

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Karen Cloud

MEMO: Chase Winebarger/Town Manager

FROM: Karen Clontz/Finance Officer

DATE: 4/19/2022

SUBJECT: Financial Matters:
Water/Sewer/Sanitation
Bad Debt Write Off

Discussion:

Attached is a list of accounts which have gone unpaid for Utility and Sanitation services during the calendar year 2018. The Town does not expect to collect payment. The total amount is approximately \$8,169.56.

Included in this amount are 54 accounts with balances of \$50, and above, totaling \$6,622.96. These accounts have been submitted to the NC Debt Setoff Program for collection.

As of this writing, the Town has recovered \$7,641.32 from previous years.

There are sufficient funds budgeted for this reason.

Recommendation:

Staff recommends Council approve the bad debt write off amount of \$8,169.56

	Acct #	Name	Date	Acct Balance
1	370	ANTHONY G WILLIAMS	10/8/2018	\$30.06
2	599	DALE BRYANT	8/1/2018	\$72.41
3	734	MARVIN LEE CLARK	1/10/2019	\$86.06
4	820	CARL HENDERSON	10/31/2018	\$69.20
5	933	DEBBIE GOINS	2/1/2018	\$26.60
6	1334	OPAL RIVERS	5/7/2018	\$94.91
7	1608	JEREMIAH TAYLOR	1/10/2019	\$301.70
8	1609	RUTH ANDERSON	8/8/2018	\$77.54
9	2264	MARVIN HICKS	10/22/2018	\$10.06
10	3623	JERRY COX	3/8/2018	\$18.06
11	6327	DORIS L RYDER	5/4/2018	\$44.70
12	6791	RYAN COOPER	12/3/2018	\$13.20
13	7237	CESAR S DOMINGUEZ	1/29/2019	\$147.62
14	7491	STACY DAY	2/7/2018	\$51.79
15	7667	RALPH MEACHUM, II	3/23/2018	\$3.30
16	7673	SHANON F HARBISON	6/21/2018	\$20.85
17	7788	TERESA SHEETS	1/10/2019	\$17.08
18	7834	JEANNIE BURNS	9/6/2018	\$38.66
19	8127	ALICE TOLBERT	7/23/2018	\$46.75
20	8459	CHERYL DIBELLA	8/1/2018	\$18.20
21	8472	ROBERT WILLIAMS	9/11/2018	\$6.80
22	8508	TANYA CELESTE DAVIS	1/3/2019	\$55.20
23	8512	CHRIS CHILDRESS	6/7/2018	\$72.10
24	8537	DANIELLE GREENE	4/9/2018	\$46.05
25	8353	SHANTEE WARD	8/13/2018	\$23.26
26	8713	ASHLEY HODGE	1/16/2018	\$10.06
27	8739	AUDREY HUFFMAN	6/13/2018	\$3.30
28	8743	WILLIAM KEITH FOX	4/10/2018	\$11.93
29	8856	KYLE CULPEPPER	9/19/2018	\$10.06
30	8859	JOHNNY GILL, JR	7/10/2018	\$7.20
31	8963	TASHA HORNE	3/8/2018	\$133.61
32	8965	PAULA RHYNE	9/12/2018	\$146.24
33	8966	APRIL S LONG	3/7/2018	\$13.45
34	8994	ETHAN A LAIL	3/8/2018	\$314.29
35	9000	JOHN STALLINGS	12/12/2018	\$51.26
36	9055	AMANDA PERRY	8/8/2018	\$68.32
37	9066	MARGIE MCCORKLE	7/3/2018	\$86.20
38	9074	JIMENA CHAVEZ	7/10/2018	\$7.20
39	9109	REBECCA CONLEY	8/14/2018	\$22.66
40	9183	JAMIE KAY RIVAS	3/23/2018	\$124.95
41	9194	RUSSELL BOWEN	7/10/2018	\$150.80
42	9197	KENSEY BLEVINS	10/24/2018	\$20.60
43	9207	MATTHEW NAGLE	10/8/2018	\$58.98
44	9213	VICKY NEWSOM	6/29/2018	\$60.80
45	9230	CHARLES FENNER	5/7/2018	\$20.86
46	9254	CAROLYN E TONEY	6/7/2018	\$120.46
47	9256	LUKE ALEXANDER GROGAN	1/3/2019	\$22.06
48	9261	AUDRIANNA MURPHY	3/8/2018	\$213.83
49	9271	NATHAN D BRYANT	9/12/2018	\$115.77
50	9273	DEREK WORSHAM	7/10/2018	\$73.05

51	9287	JACOB PRIVETTE	6/1/2018	\$31.10
52	9290	DONNA ELLIS	5/3/2018	\$91.16
53	9298	STEFANIE YATES	2/26/2018	\$87.09
54	9304	SHAUNDRIA HORTON	7/3/2018	\$38.45
55	9307	JORDAN HARGUS	5/16/2018	\$26.40
56	9314	RONNIE COFFEY	8/7/2018	\$25.20
57	9315	TABITHA M BOOZER	11/7/2018	\$5.20
58	9344	LORI BLEVINS	11/7/2018	\$11.50
59	9350	SYDNEE WRIGHT	3/2/2018	\$87.10
60	9362	RICHARD MCFALLS	8/8/2018	\$167.87
61	9363	VERNA HOLLIS	10/18/2018	\$34.93
62	9399	ASHLEY HOOD	2/7/2018	\$12.52
63	9400	ZACKARY HARRIS	2/2/2018	\$19.70
64	9411	JENNIFER FREIMAN	2/28/2018	\$121.78
65	9414	RACHEL MCBRIDE	12/18/2018	\$10.06
66	9422	STEPHANIE OLIVER	3/7/2018	\$104.81
67	9426	CARL HAMLIN	5/7/2018	\$11.93
68	9432	SUZANNE VELAZQUEZ	2/7/2018	\$129.91
69	9434	REBECCA MICHAEL	10/22/2018	\$297.88
70	9444	DESERAW HAYES	4/10/2018	\$537.66
71	9445	BRANDY ISSACS	11/7/2018	\$252.27
72	9448	ASHLEY ELLER	5/7/2018	\$153.04
73	9454	ANGEL FOWLER	1/10/2019	\$180.86
74	9459	ROYCE HALL, II	3/23/2018	\$38.04
75	9464	ALEASHA CLEVELAND	3/8/2018	\$58.38
76	9479	TONA BURCHETTE	8/27/2018	\$12.32
77	9487	DEANNA RUDISILL	3/8/2018	\$50.16
78	9507	ROGAR L BASS	7/6/2018	\$28.30
79	9515	REX GREEN JR	4/10/2018	\$32.41
80	9520	BREISHA CORPENING	10/2/2018	\$30.66
81	9530	EDDIE LEDFORD	5/21/2018	\$28.60
82	9531	ALEXIS WATSON	6/19/2018	\$49.75
83	9539	DEVENNA PENLEY	11/7/2018	\$9.26
84	9542	DANIEL WAXLER	10/17/2018	\$15.86
86	9564	JERRY FRAZIER	2/7/2018	\$229.30
87	9580	TMK RESTORATION	11/26/2018	\$60.06
88	9583	CAROLINA LOCUST	11/7/2018	\$60.06
89	9584	PHYLLIS MCKEE	4/30/2018	\$12.20
90	9600	CHASITY TAYLOR	7/9/2018	\$3.81
91	9606	BRITTANY PYATTE	2/7/2018	\$151.23
92	9608	JOHN HODGE	2/7/2018	\$65.06
93	9609	STEPHANIE FISHER	12/12/2018	\$29.26
94	9620	ASHLEY BLACKMAN	9/10/2018	\$127.17
95	9621	CALEB TOLBERT	7/10/2018	\$53.05
96	9622	WILLIAM SHANE BARNETT	5/21/2018	\$47.16
97	9642	RACHEL THOMPSON	8/8/2018	\$78.45
98	9664	ELIZABETH TAYLOR	11/1/2018	\$5.35
99	9675	BRENDA HOWELL	5/21/2018	\$3.19
100	9678	KAYLA BROWN	11/5/2018	\$33.05
101	9684	CRYSTAL MOONEY	7/10/2018	\$96.11
102	9686	YVONNE CALDWELL	11/7/2018	\$64.86
103	9695	JASON CATHERMAN	10/1/2018	\$16.06

104	9709	DEZIA INGRAM	5/2/2018	\$24.70
105	9717	DANNY CRAVEN	7/10/2018	\$15.80
106	9722	ROCKY POWELL	7/10/2018	\$104.55
107	9724	DANYELL L RIGGINS	7/10/2018	\$66.20
108	9725	ASHLEY GREENE	7/3/2018	\$28.30
109	9731	COURTNEY T DAY	6/7/2018	\$38.04
110	9744	SHANNON TESTER	11/7/2018	\$97.15
111	9752	STEVIE DOTSON	6/18/2018	\$12.20
112	9771	ASHLEY CLAWSON	10/23/2018	\$62.32
113	9774	MARY NELSON	10/8/2018	\$164.88
114	9778	MARCUS SIMS	11/6/2018	\$75.45
115	9804	KELLY RENEE RUBIO	11/7/2018	\$27.55
116	9832	JESKA HOLDEN	11/7/2018	\$25.26
117	9864	SCOTT PITTS	9/11/2018	\$33.95
118	9890	DIANA FRYE	10/25/2018	\$49.60
				\$8,169.56
		Accounts w/balances >\$50.00 =		\$6,622.96
		has been submitted to the NC Debt Setoff		
		for collection		

AGENDA ITEM

MEMO

DATE:

April 19, 2022

SUBJECT:

Updates:
Code Enforcement
Monthly Report

Discussion:

The attached report shows the progress that Planner Dustin Millsaps continues to make throughout the town.

Recommendation:

No Council action required.

Code Enforcement Report			
Property Address	Property Owner	Issue	Notes
2624 MISSION RD	GLADYS GREENE	RUBBISH	2/24/2022 Letter sent to home owner. 3/22/2022 Property has started to be cleaned up.
2502 CREST LN	WILEY FLETCHER	RUBBISH AND ZONING VIOLATION	11/23/2021 Letter was sent on the account of trash being located sporadically on the property, as well as a zoning violation for the accessory buildings located on the property. 12/3/2021 Nothing has changed. 2/8/2022 Trash has been picked up out of the yard but not completely finished. Final letter to be issued. 3/8/2022 Property seems to be abandoned.
2527 SIGMON DR	PARKER L. COX (4658 IKE STARNES RD)	RUBBISH	11/23/2021 Letter sent to tenant and owner for and absurd amount of rubbish around the property. All major kitchen appliances are sitting in the front yard. 12/3/2021 Seems they have started, yet a substantial amount of rubbish still remains. 2/8/2022 Property has been cleaned a little, but not enough to make a difference. Final letter to be issued. 3/8/2022 Nothing has changed.
2520 SIGMON DR	GARY HICKS	RUBBISH	11/23/2021 Letters sent for the dilapidated and buildings and structures on the property. 11/27/2021 Letter undeliverable. 2/8/2022 finding different avenues so I can find the right person to deliver this letter to. 3/8/2022 Property seems to be abandoned.
5299 LAKEWOOD DR	LINDA G WARTKO	RUBBISH	10/29/2021 Complaint received for stacks of newspapers and junk piled up around the home. Numerous debris observed from the road in front, on the sides and all around the home. 11/9/2021 Problem still persist. 12/3/2021 The problem still persist, if not worse. Seems that they have covered the newspapers with leaves. 2/8/2022 Newspaper are now moved around the back of the house and a pile at the street. final letter to be issued. 3/8/2022 No change 3/22/2022 Property owner has somewhat started cleaning the news papers up.
4486 SAWMILLS SCHOOL RD	TERESA ANNAS COMPTON	Abandoned Mobile Home/Garbage and Rubbish	Complaint Received 1/13/20. Letter was sent on 1/16. Deadline of 1/28. Trailer is not finished and located on the same property of the Compton house that was abated in 2018. Staff will investigate and work with attorney for possible courses of abatement. One of the sons of Ms. Compton is scheduled to meet with staff in February to work towards getting the property in his name and get the property cleaned up. Staff has yet to speak with any representative of this property. Dustin-9/10/2020 Went by the house, still in same condition with extremely tall grass. Abatement is still recommended. 11/30/20 Have been in contact with Terry Taylor to get all evidence for this property done with the previous planner. 2/19/21 Have started the title search process with Terry Taylor. 3/11/2021 From the title search we were able to find the location on the three heirs. 5/11/2021 Fines have started to occur. 6/10/2021 All information has been handed over to Terry Taylor to explore next steps. 10/12/2021 Terry Taylor is still engaged in the legal process of notifying the heirs.
2634 MISSION RD	CASEY L WALLACE	RUBBISH	2/24/2022 Letter sent to home owner. 3/22/2022 Property owner cleaned the property and communicated with me
4228 US HWY 321A	COMMERCIAL SIGNS OUTDOOR	RUBBISH	2/24/2022 Letter sent to home owner. 3/22/2022 Owner contacted me and asked for a little extra time. he was
2636 MISSION RD	CASEY L WALLACE	RUBBISH	2/24/2022 Letter sent to home owner. 3/22/2022 Property owner cleaned the property and communicated with me
2630 MISSION RD	CASEY L WALLACE	RUBBISH	2/24/2022 Letter sent to home owner. 3/22/2022 Property owner cleaned the property and communicated with me
4801 HELTON RD	STEPHEN KILLIAN	RUBBISH	11/23/2021 Letter was sent for a pile of trash sitting at the street. A trash pickup policy was also attached. 12/3/2021 Trash still not picked up, seems they have covered it with a tarp (still at the road). 2/8/2022 Pile of trash still covered by tarps. Sending out final letter that they just need to call bulk pick up and resolve the issue. 3/8/2022 Coordinating a plan for a bulk pick up with trash.
	Open Violation		
	Open Violation (in Limbo)		
	Successfully Closed Violation		