

AGENDA

Regular Meeting of the Sawmills Town Council Sawmills Town Hall

Tuesday, April 16, 2019
6:00 pm

1. Call To Order
Mayor Johnnie Greene
2. Invocation
Pastor Devin Severt
3. Pledge of Allegiance
Mayor Johnnie Greene
4. Adopt Agenda
Mayor Johnnie Greene
5. Approve Meeting Minutes
A. March 19, 2019 Regular Meeting Minutes
Mayor Johnnie Greene
B. March 19, 2019 Closed Session Minutes
Mayor Johnnie Greene
C. March 26, 2019 Special Meeting Minutes
Mayor Johnnie Greene
6. Public Comment
Mayor Johnnie Greene
7. Recognitions:
A. Recycle Rewards
Mayor Johnnie Greene
8. Financial Matters:
A. Bad Debt Write Off
Mayor Johnnie Greene
9. Planning Matters:
A. Re-appointment Planning Board Members
Mayor Johnnie Greene
B. Board of Adjustment Vacancies
Mayor Johnnie Greene
C. Planning and Code Enforcement Contract Renewal
Mayor Johnnie Greene
D. Stormwater Program Management with WPCOG
Mayor Johnnie Greene
10. Public Comment
Mayor Johnnie Greene
11. Updates:
A. Code Enforcement Report
Mayor Johnnie Greene
B. Town Administrator Updates
Town Administrator Christopher Todd
C. Council Comment
Mayor Johnnie Greene
12. Adjourn
Mayor Johnnie Greene

**TUESDAY, MARCH 19, 2019
TOWN OF SAWMILLS REGULAR COUNCIL MEETING
6:00 PM**

COUNCIL PRESENT

Mayor Johnnie Greene
Keith Warren
Rebecca Johnson
Joe Norman
Clay Wilson
Jeff Wilson

STAFF PRESENT

Christopher Todd
Terry Taylor
Julie A Good

CALL TO ORDER: Mayor Johnnie Greene called the meeting to order.

INVOCATION: Pastor Don Ingle gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Johnnie Greene led the Pledge of Allegiance.

ADOPT AGENDA: Mayor Johnnie Greene asked for a motion to adopt the March 19, 2019 Agenda.

Clay Wilson made a motion, and Jeff Wilson seconded, to adopt the March 19, 2019 Agenda. All were in favor.

APPROVE FEBRUARY 14, 2019 BUDGET RETREAT MINUTES: Mayor Johnnie Greene asked for a motion to approve the February 14, 2019 budget retreat minutes.

Joe Norman made a motion, and Rebecca Johnson seconded, to approve the February 14, 2019 regular meeting minutes. All were in favor.

APPROVE FEBRUARY 17, 2019 BUDGET RETREAT CLOSED SESSION MINUTES: Mayor Johnnie Greene asked for a motion to approve the February 14, 2019 budget retreat closed session minutes.

Clay Wilson made a motion, and Joe Norman seconded, to approve the February 14, 2019 budget retreat closed session minutes. All were in favor.

APPROVE FEBRUARY 19, 2019 REGULAR MEETING MINUTES: Mayor Johnnie Greene asked for a motion to approve the February 19, 2019 regular meeting minutes.

Keith Warren made a motion, and Rebecca Johnson seconded, to approve the February 19, 2019 regular meeting minutes. All were in favor.

PUBLIC COMMENT: Mayor Johnnie Greene asked if anyone had any questions or comments at this time.

Jon Sanders of 1683 Dry Ponds Rd, which is in the Town of Sawmills ETJ, wanted to see if the Town of Sawmills Code of Ordinances applied to the ETJ. The only Town of Sawmills Ordinances that apply to the ETJ are zoning ordinances and this is not a zoning issue.

RECOGNITIONS:

RECYCLE REWARDS WINNER: Mayor Johnnie Greene announced Mr. Earl Woods as the March Recycle Rewards winner. A credit of thirty-two dollars (\$32.00) will be added to his sanitation bill.

No Council action was required.

DISCUSSION:

STORM WATER RESOLUTION: Town Administrator Christopher Todd stated that the North Carolina Department of Environment Quality sent a Notice of Violation for the Town of Sawmills stormwater program. The Town of Sawmills has been contracting with the City of Lenoir to handle all the Town of Sawmills stormwater and been under the City of Lenoir's stormwater permit. The State of North Carolina now requires all municipalities to obtain their own individual stormwater permit, adopt their own stormwater resolution, and conduct an internal audit of their own stormwater processes. The Town of Sawmills would need to adopt a Resolution Affirming the Town of Sawmills' Support Regarding Implementation of a Complaint NPDES MS4 Stormwater Program.

Jeff Wilson made a motion, and Clay Wilson seconded, to adopt the Resolution Affirming the Town of Sawmills' Support Regarding Implementation of a Complaint NPDES MS4 Stormwater Program. All were in favor.

YARD OF THE MONTH COMMITTEE: Town Administrator Christopher Todd stated that the Town of Sawmills is currently looking for members for the Yard of the Month Committee. Council spoke with potential members and the following have agreed to serve on the Yard of the Month Committee:

Wanda Drum, Marsha Holden and Judy Warren

The Council has discussed the way winners were picked in the past and have decided that there will be one (1) winner per month.

Joe Norman made a motion, and Keith Warren seconded, to appoint Wanda Drum, Marsha

Holden, and Judy Warren to the Yard of the Month Committee, with the Committee picking one (1) winner per month. All were in favor.

FINANCIAL MATTERS:

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).

Keith Warren made a motion, and Joe Norman 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.

PUBLIC COMMENT:

No one wished to speak.

MARCH CODE ENFORCEMENT REPORT: There are five (5) code enforcement cases open:

- Chaney Carter, owner of 4361 Sawmills School Rd. Overgrown vegetation. Town Planner stated that a letter was sent on July 19, 2018, with a deadline of August 3, 2018. Town Planner stated that the nuisance was abated by the Town on August 10, 2018. Town Planner stated that a lien will be placed on the property for the cost of the mowing;
- Teresa Annas Compton, 2296 George Harris Dr. Lawnmower on sidewalks. Town Planner stated that a NOV letter was sent on January 8, 2019;
- Teresa Annas Compton, owner of 4486 Sawmills School Rd. Dilapidated house. Town Planner stated that a NOV letter was sent on January 8, 2019;
- 2169 Oaktree Ln Apt #8, hole in ceiling-mold growing. Town Planner stated that she spoke with Larry Griffin, owner of apartment building, on January 29, 2019 and he informed Town Planner that he has went to property two (2) times to fix the ceiling and the tenant would not let him in the apartment. The tenant has appealed the eviction. Town Planner stated that she spoke with tenant on the phone and he stated that the landlord had not stopped to fix anything. Town Planner stated that on January 31, 2019 she spoke with tenant to set up an inspection and about getting pictures. Town Planner stated that she spoke with owner and his resident manager again on February 5, 2019 and owner stated that tenant was under eviction and has appealed with the court for a February 21, 2019 court date. Owner stated that the resident manager and himself had made several attempts to enter the apartment to make repairs and no one will allow them access, Town Planner stated she has spoken with tenant on three (3) occasions and he was to send pictures of the issues and he has never followed through. Town Planner stated that she has also attempted to contact building inspections to line up an inspection. Received paperwork from court ordered eviction

for tenant. Landlord brought paperwork by. Town Planner sent follow-up letter to landlord to repair property by March 30, 2019. Tenant is to be moved from apartment by March 15, 2019;

- Jessie Kristian Smith, 4215 Trojan Ln. Fowl running loose. Town Planner received a written complaint from adjacent property owner stating that resident at 4215 Trojan Ln had approximately one (1) to fifteen (15) chickens and six (6) ducks running loose. Traveling public along Trojan Ln are consistently having to stop to wait on ducks to cross the road or sunning in the road. School buses have needed to blow horns to get them to move. Also, the chickens are digging up the neighbor's property. Town Planner stated that a certified letter was sent to home owner on February 21, 2019. Town Planner stated that she visited the site and there were fowl running loose in the back yard and roosting. There are also materials accumulation surrounding the home, which looks as though property owners are building a fence.

No Council action was required.

TOWN ADMINISTRATOR UPDATES: Town Administrator Christopher Todd stated that there are directional boring going on now at Baird Park for the ballfield lights. Town Administrator Christopher Todd stated that the lights should be up and running by the end of March and Baird Park will be opened back to the Public.

Town Administrator Christopher Todd also stated that the lights are up and working at the walking track in Baird Park but they will be repositioned.

Town Administrator Christopher Todd also stated that there will be more ball teams this season for the Sawmills Optimist and the lights will be up and working before games start.

Town Administrator Christopher Todd stated that the attorney for the Timberline Property has been in contact with Town Attorney Terry Taylor and the attorney is working on trying to sell the property.

COUNCIL COMMENT: Mayor Johnnie Greene asked if anyone on the Council had any questions or comments at this time.

Joe Norman stated wanted to thank everyone for coming out.

Keith Warren wanted to thank everyone for coming out.

Clay Wilson wanted to thank everyone for coming out.

CLOSED SESSION: ATTORNEY CLIENT PRIVILEGE: Mayor Johnnie Greene asked for a motion to go into closed session.

Jeff Wilson made a motion, and Joe Norman seconded, to go into closed session at approximately 6:37 pm. All were in favor.

Rebecca Johnson made a motion, and Joe Norman seconded, to come out of closed session at

March 19, 2019

approximately 6:54pm. All were in favor.

COUNCIL ADJOURN: Mayor Johnnie Greene asked for a motion to adjourn.

Jeff Wilson made a motion, and Clay Wilson seconded, to adjourn the meeting. All were in favor.

The meeting was adjourned at approximately 6:58pm.

Johnnie Greene, Mayor

Julie A. Good, Town Clerk

TUESDAY, MARCH 26, 2019
TOWN OF SAWMILLS SPECIAL COUNCIL MEETING
6:00 PM

COUNCIL PRESENT

Mayor Johnnie Greene
Clay Wilson
Keith Warren
Rebecca Johnson
Joe Norman

STAFF PRESENT

Christopher Todd
Julie A Good

ALSO PRESENT WERE

Sheriff Alan Jones
Major Marc Jordan

CALL TO ORDER: Mayor Johnnie Greene called the meeting to order at approximately 6:06pm.

INVOCATION: Shane Mask gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Johnnie Greene and Michael Walsh from Sawmills Elementary School led the Pledge of Allegiance.

ADOPT AGENDA: Mayor Johnnie Greene asked for a motion to adopt the agenda.

Keith Warren made a motion, and Joe Norman seconded, to adopt the agenda. All were in favor.

LAW ENFORCEMENT PRESENTATION: Town Administrator Christopher Todd gave a short presentation about the Town contracting with the Caldwell County Sheriff's Department for two (2) deputies to be stationed in the Town of Sawmills for twelve (12) hour shifts each.

PUBLIC COMMENT:

Allen Barger spoke against contracting with the Caldwell County Sheriff's Department.

Kelly Price spoke against contracting with the Caldwell County Sheriff's Department.

Benny Shinault spoke for contracting with the Caldwell County Sheriff's Department.

Shelda Aultman had some concerns about contracting with the Sheriff's Department.

Mike Harris spoke against contracting with the Caldwell County Sheriff's Department.

Donnie Potter spoke for contracting with the Caldwell County Sheriff's Department.

Roger Austin spoke for contracting with the Caldwell County Sheriff's Department.

Billy Slater had some concerns about contracting with the Caldwell County Sheriff's Department.

Rob Byerly spoke for contracting with the Caldwell County Sheriff's Department.

Breanna Stamey spoke for contracting with the Caldwell County Sheriff's Department.

Sandra Austin spoke for contracting with the Caldwell County Sheriff's Department.

Reed Lingerfelt spoke for contracting with the Caldwell County Sheriff's Department.

Diane Blanton spoke for contracting with the Caldwell County Sheriff's Department.

Shelly Hartley spoke for contracting with the Caldwell County Sheriff's Department.

Michael Ray spoke for contracting with the Caldwell County Sheriff's Department.

Christy Grogan Campbell spoke for contracting with the Caldwell County Sheriff's Department.

ADJOURN: Mayor Johnnie Greene stated no Council action was required and asked for a motion to adjourn the meeting.

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

The meeting ended at approximately 7:27pm.

Johnnie Greene, Mayor

Julie A Good, Town Clerk

AGENDA ITEM 7A

MEMO

DATE:

April 16, 2019

SUBJECT:

Recognition:
Recycle Rewards
Program

Discussion:

The Town of Sawmills would like to congratulate Mr. Paul Blair on winning the Recycle Rewards Program for the month of April. Mayor Johnnie Greene will present him 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.

MEMO: Christopher Todd/Town Administrator
FROM: Karen Clontz/Finance Officer
DATE: April 15, 2019
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 2015. The Town does not expect to collect payment. The total amount is \$5,402.11.

Included in this amount are 35 accounts with balances of \$50, and above, totaling \$3,119.07. These accounts have been submitted to the NC Debt Setoff Program for collection.

As of this writing, the Town has recovered \$5,528.35 from previous years.

There are sufficient funds budgeted for this reason.

Recommendation:

Staff recommends Council approve the bad debt write off amount of \$5,402.11.

Town of Sawmills Bad Debt Write Off for Calendar Year 2015

Acct #	NAME	DATE	Amount Owed
1	299 MARTHA MINTON	12/31/2015	\$48.40
2	389 DELANOE BRYANT	3/2/2015	\$92.40
3	484 ANGELA HAMM	1/6/2015	\$46.20
4	656 SONYA HELTON	12/1/2015	\$45.41
5	968 RUSSELL MILLER	4/2/2015	\$65.70
6	1406 DOROTHY BRITTIAN	4/2/2015	\$99.40
7	1828 KEVIN SHEHAN	10/27/2015	\$50.70
8	2161 JOE GIBBS	9/23/2015	\$91.00
9	2313 DARRELL COMPTON	2/3/2015	\$110.95
10	3755 AMI BRANDT	7/7/2015	\$5.65
11	5139 CAROL ABERNATHY	1/28/2015	\$12.00
12	5158 PETRONIA T BROONFIELD	10/27/2015	\$50.60
13	5324 JASON HOLLARS	7/7/2015	\$13.51
14	5705 WILLIAM HEATH	6/30/2015	\$20.05
15	5878 MELODY STYLES	2/3/2015	\$19.60
16	6246 ZANE FETTER	12/31/2015	\$66.90
17	6330 GERALD CHURCH	12/31/2015	\$0.70
18	6697 ROBERT BOBBITT	4/20/2015	\$3.95
19	6982 TARA WAUGH	6/4/2015	\$27.50
20	6990 JORDAN RANKIN	6/30/2015	\$3.00
21	7136 NOLA ZAREMBA	12/31/2015	\$46.55
22	7338 JAMES CARLISLE JR	4/6/2015	\$24.00
23	7387 LANITA MORGAN	5/5/2015	\$1.15
24	7409 DEANNA POOVEY	7/7/2015	\$34.45
25	7452 JORDAN TRIVETT	1/6/2015	\$33.50
26	7570 BRADLEY HODGE	4/2/2015	\$94.30
27	7711 ZACHARY KUNKLE	12/31/2015	\$7.50
28	7760 JESSICA BOLANOS	3/2/2015	\$3.00
29	7754 CHARLES CROUCH	4/6/2015	\$24.00
30	7987 CODY CONNER	4/27/2015	\$39.40
31	8051 KEVIN HILL	2/27/2015	\$3.00
32	8097 JASON MORIN	7/7/2015	\$24.00
33	8128 ANGELO BENTLEY	10/9/2015	\$27.50
34	8188 KEVIN YOUNCE	11/23/2015	\$42.90
35	8212 BILLY RAY WAGONER, JR	3/2/2015	\$142.75
36	8262 LARRY BROOKS	3/2/2015	\$52.50
37	8264 JOHN RANKIN	7/7/2015	\$18.20
38	8271 TANYA HEFNER	12/31/2015	\$150.81
39	8275 LISA WHISENANT	5/5/2015	\$1.15
40	8286 KAYLA PETRONE	2/27/2015	\$74.00
41	8311 NICHOLE KIMBALL	3/2/2015	\$53.45
42	8327 WHITNEY HATTON	7/7/2015	\$73.40
43	8328 DONNA KELLEY	6/2/2015	\$104.75
44	8345 CHARLES SEXTON, JR	3/2/2015	\$43.29

Town of Sawmills Bad Debt Write Off for Calendar Year 2015

Acct #	NAME	DATE	Amount Owed
45	8352 BRADLEY MILLER	7/7/2015	\$34.45
46	8370 THOMAS JACKSON	1/6/2015	\$11.14
47	8374 DAWN LONDON PAGE	11/30/2015	\$8.00
48	8416 JESSICA EPPERSON	8/27/2015	\$47.95
49	8440 JAMIE FARLEY	8/13/2015	\$21.00
50	8436 DEBBIE LEMAIRE	11/16/2015	\$25.50
51	8450 TRACY SMITH	8/10/2015	\$48.00
52	8451 GARY KIRK	7/7/2015	\$64.01
53	8452 WENDELL FIELDS	1/6/2015	\$49.50
54	8457 MICHAEL GOSSELIN	9/25/2015	\$10.15
55	8458 ANGELITA E HUGGINS	6/2/2015	\$63.90
56	8483 MISTY LEDFORD	12/1/2015	\$81.25
57	8485 JEFFREY WORCESTER	11/20/2015	\$37.50
58	8486 VIRGINIA LACKEY	2/3/2015	\$5.65
59	8487 KEEVAN JACUMIN	12/1/2015	\$4.90
60	8499 RYAN DULA	7/7/2015	\$42.05
61	8502 DANIEL COFFEY	4/2/2015	\$56.45
62	8510 ASHLEY WHITENER	1/6/2015	\$9.70
63	8516 EDEN DEFOSSSES	3/2/2015	\$41.15
64	8517 SUE CHAMBERS	10/30/2015	\$1.15
65	8542 CYNTHIA HUFFSTETLER	8/26/2015	\$18.20
66	8543 HEATHER MALLORY	1/6/2015	\$43.84
67	8558 RUBY ROSE	6/2/2015	\$51.95
68	8560 DONALD RAY PONTHEUX	1/6/2015	\$22.70
69	8566 TALIA M CARTER	2/3/2015	\$11.05
70	8567 BLAKE HICKS	2/2/2015	\$10.60
71	8572 TUESDAY M BUTCHER	11/16/2015	\$46.50
72	8578 TERRY SHOENFELT	6/2/2015	\$18.20
73	8581 CLIFTON SHANE GOBLE	2/3/2015	\$45.70
74	8585 TRACY FIELDS	2/3/2015	\$33.55
75	8590 CASEY MARIE HART	2/3/2015	\$24.55
76	8594 TAYLOR SAGE WHITE	7/31/2015	\$52.85
77	8595 KATHY KIZIAH	7/31/2015	\$55.55
78	8597 TAMEKA ROUSSEAU	5/5/2015	\$94.30
79	8601 BELINDA JEAN HOLMAN	5/8/2015	\$25.50
80	8607 ROBBIE NEELY	1/6/2015	\$64.60
81	8618 JORDAN BUMGARNER	1/6/2015	\$18.20
82	8624 CHRIS ANNAS	6/2/2015	\$4.90
83	8625 BARBARA MATHESON	8/7/2015	\$18.00
84	8635 DUSTIN CHILDRESS	6/2/2015	\$9.11
85	8637 KIMBERELY ARLENE HALL	6/30/2015	\$43.95
86	8638 WILLIAM DAVID TAYLOR	1/6/2015	\$22.70
87	8641 STEVEN ALLAN HAAS	11/24/2015	\$1.15
88	8650 ANNA PENINGER	9/28/2015	\$6.10

Town of Sawmills Bad Debt Write Off for Calendar Year 2015

Acct #	NAME	DATE	Amount Owed
89	8656 RANDALL WILSON	1/28/2015	\$18.70
90	8658 LARRY W NANCE	10/27/2015	\$54.40
91	8663 DAMON HAMBY	8/13/2015	\$7.50
92	8666 FLOYD NORRIS	12/31/2015	\$24.00
93	8667 TRISHA WEBSTER	4/2/2015	\$3.00
94	8670 ABRIANNA GODFREY	8/4/2015	\$36.65
95	8672 ANTHONY FRANK	6/12/2015	\$8.50
96	8673 JESSICA PROVANCE	8/4/2015	\$268.07
97	8675 ERWIN COLLINS	6/30/2015	\$27.65
98	8691 PIEDMONT NATURAL GAS	8/4/2015	\$22.00
99	8694 MARY E PELLEY	3/26/2015	\$408.65
100	8696 JASMINE ANDREWS	12/4/2015	\$54.40
101	8697 CRAIG HAZZARD	5/5/2015	\$36.20
102	8698 JONATHAN PETTIT	8/28/2015	\$23.65
103	8699 AMANDA MORGAN	8/26/2015	\$99.59
104	8700 STEPHANIE JARVIS	4/27/2015	\$14.65
105	8710 JONATHON BEEBE	5/28/2015	\$56.50
106	8748 MARGO HARRIS	9/28/2015	\$24.90
107	8750 CHRISTY SMITH	8/4/2015	\$43.95
108	8753 CINDY WEBSTER	12/15/2015	\$0.70
109	8757 APRIL COGDELL	6/9/2015	\$18.00
110	8768 NOEL CRUZ	11/10/2015	\$75.00
111	8773 ANN FREEMAN	9/28/2015	\$24.00
112	8782 JESSICA L HOLLINS	12/2/2015	\$33.50
113	8801 SOMMER MILLER	10/26/2015	\$42.90
114	8814 TIMOTHY ANDREWS	8/4/2015	\$24.00
115	8815 JOHN PAUL LEWIS SEAL	12/1/2015	\$79.40
116	8839 DAVID KELLY	12/31/2015	\$12.00
117	8844 MICHELLE L BOLICK	12/31/2015	\$34.45
118	8860 SUMMER FOWLER	9/1/2015	\$312.50
119	8863 TERESA A REED	12/1/2015	\$23.08
120	8899 JENNIFER LYNN SHOOK	12/1/2015	\$6.10
121	8920 BRYAN SCOTT JONES	12/1/2015	\$32.15
122	8925 CARRIE VANCOUR	12/2/2015	\$51.05
			\$5,402.11

* Account balances \$50, and above, have been placed with the NC Debt Setoff for collection. \$3,119.07

AGENDA ITEM 9A

MEMO

DATE:

April 16, 2019

SUBJECT:

Planning Matters:
Re-Appoint
Planning Board
Members

Discussion:

The term of appointment for the following Planning Board Members expired on September 1, 2018:

- Steve Duncan
- David Powell

Town Clerk Julie Good has contacted the members and both are willing to serve another term.

Recommendation:

Staff recommends Council re-appoint the two (2) members to the Planning Board.

AGENDA ITEM 9B

MEMO

DATE:

April 16, 2019

SUBJECT:

Recognition:
Board of Adjustments
Vacancies

Discussion:

The Board of Adjustments has a vacancy for an ETJ Member seat.

Due to Board of Adjustment Member, Todd Hess, moving out of the Town limits there will also be an appointment needed for an in-town seated position.

Both positions are seated Board members.

Recommendation:

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

AGENDA ITEM 9C

MEMO

DATE:

April 16, 2019

SUBJECT:

Planning Matters:
Planning and
Code Enforcement Contract
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, 2019 and will need to be renewed. If renewed, the enclosed contract will be effective starting July 1, 2019 and ending June 30, 2020.

The amount of the contract will not exceed twenty-three thousand seven hundred thirty dollars (\$23,730.00) and will be billed in equal twelve (12) monthly payments of one thousand nine hundred seventy-seven dollars and fifty cents (\$1,977.50). This expenditure is included in the FY 2019-2020 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, 2019- JUNE 30, 2020

This AGREEMENT, entered into on this the first day of July, 2019, 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 **\$23,730** (twenty-three thousand seven hundred and thirty dollars) during the period beginning July 1, 2019 and ending June 30, 2020. These fees will be billed in twelve equal monthly payments of **\$1,977.50** (one thousand nine hundred seventy-seven dollars and fifty cents).

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, 2019 and ending June 30, 2020.
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 DREXEL

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL
OF GOV'TS.

By: _____
Mayor

By: _____
Executive Director

PLANNING AGENCY:

By: _____
Town Manager

By: _____
Chairman

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, 2019 – JUNE 30, 2020
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 with Zoning Code Enforcement.

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 **\$23,730** (twenty-three thousand seven hundred and thirty dollars) during the period beginning July 1, 2019 and ending June 30, 2020. These fees will be billed in twelve equal monthly payments of **\$1,977.50** (one thousand nine hundred seventy-seven dollars and fifty cents).

AGENDA ITEM 9D

MEMO

DATE:

April 16, 2019

SUBJECT:

Discussion:
Adopt Storm Water
Discharge Program
Agreement with
Western Piedmont Council of Governments

Discussion:

The current agreement between the City of Lenoir and the Town of Sawmills expires on June 30, 2018. The enclosed Storm Water Discharge Agreement between the Western Piedmont Council of Governments (WPCOG) and the Town of Sawmills will be effective July 1, 2019 and expire June 30, 2020. The cost the Town will pay the WPCOG to continue responsibility of the plan is in the amount of \$23,698.00 (twenty-three thousand six hundred ninety-eight dollars).

There are sufficient funds in the budget for this purpose.

Recommendation:

Staff recommends Council to approve the Storm Water Discharge Program Agreement in the amount of \$23,698.00 (twenty-three thousand six hundred ninety-eight dollars) and covering the period of July 1, 2019 to June 30, 2020.

<u>Program</u>	<u>Description</u>
<i>Stormwater Ordinance and Management Plan Adoption</i>	WPCOG will create a stormwater management plan and a model ordinance to fit the needs of your Town, as well as, ensure NC Stormwater requirements are being met. Each Town will be responsible for the implementation of the stormwater ordinance within their jurisdiction.
<i>Public Input</i>	WPCOG will host one public meeting on your behalf to discuss stormwater best practices and the importance of maintaining water quality. Cost includes the newspaper ad for public notice.
<i>Illicit Discharge Detection and Elimination</i>	WPCOG will enforce the Town's Stormwater ordinance provisions for illicit discharge. Civil penalties should be set in the Town's adopted ordinance. If compliance has not been achieved or fees have not been paid, WPCOG will coordinate with the Town when proceeding with legal action to gain compliance. Service will be both land and water based. Should your town lie on a water body WPCOG will monitor the shorelines by boat quarterly.
<i>Erosion and Sediment Construction Site Controls</i>	This is currently handled by DEQ; therefore the WPCOG will not be administering service in this area. The Town should coordinate complaints with DEQ.
<i>Post-Construction Site Runoff Controls</i>	WPCOG would like to gauge interest to serve local municipalities for post-construction measures. This service would include review, maintenance of all records and collection of annual inspections.
<i>Good Housekeeping and Pollution Prevention for Municipal Operations</i>	One training per year will be provided to staff on best practices and appropriate reporting.
<i>Educational Outreach</i>	This is the traditional service that the COG has offered. Staff speaks to over 400 students a year and holds an annual conference at Lenoir Rhyne University to meet the outreach requirements imposed by the state.

The scope of the services may change based on DEQ; however the price quote for FY19 is reliable.

The total cost for Sawmills is \$11,849 for all work elements above.

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE TOWN OF SAWMILLS
FOR ASSISTANCE IN SUPPORTING THE WESTERN PIEDMONT
STORMWATER PARTNERSHIP
JULY 1, 2019 – JUNE 30, 2021

This AGREEMENT, to be effective on the 1st day of July, 2019, 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 Local Government is required to provide adequate staffing and funding to support the NPDES Phase II six minimum measures, including Stormwater Public Education and Outreach, Public Involvement and Participation, Illicit Discharge Detection and Elimination, Construction Site Stormwater Runoff Control, Post-Construction Storm Water Management in New Development and Redevelopment, and Pollution Prevention/Good Housekeeping for Municipal Operations. ("Stormwater Partnership" hereinafter) ; and

WHEREAS, the Planning Agency is empowered to provide technical assistance to local governments by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972; and

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to support the NPDES Phase II six minimum measures through a Stormwater Partnership and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in providing technical assistance and services and that the proposed assistance and services are carried out in an efficient and professional manner.

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

1. **Scope of Services.** The Planning Agency will provide technical assistance to the Western Piedmont Stormwater Partnership. Technical assistance shall consist of the services described in EXHIBIT A, which is incorporated more fully by reference herein.
2. **Personnel.** The Planning Agency will furnish the necessary trained personnel to the Local Government.
3. **Office/Equipment.** The Planning Agency will provide office space, miscellaneous office supplies, office equipment, software, and hardware necessary to perform the

work described in this contract.

4. **Compensation.** The Local Government will pay the Planning Agency a regional Stormwater Partnership fee for services provided as part of the Agreement as outlined in Exhibit A. The Town of Sawmills's calculated Stormwater Partnership fee for the period beginning July 1, 2019 and ending June 30, 2021 is not to exceed **\$23,698** (twenty-three thousand six hundred ninety-eight dollars). These fees will be billed in twenty-four equal monthly payments of **\$987.42** (nine hundred eighty-seven dollars and forty-two cents).

5. **Non-salary Expenses.** (a) The Planning Agency personnel's local travel mileage will be considered to be a part of the Scope of Work as outlined in Exhibit A.

(b) The Stormwater Partnership will pay for personnel's travel expenses related to attendance of conferences, conventions, and seminars if the events are related to the development of the Stormwater Partnership's program. Travel expenses shall include registration fees, hotel expenses, meals, and mileage. The Stormwater Partnership will pay for hotel, meals, and mileage costs at the prevailing local government rate.

6. **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.

7. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed during the period beginning July 1, 2019 and ending June 30, 2021.

8. **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.

9. **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.
10. **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.
11. **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 parties have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
TOWN OF SAWMILLS

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF
GOVERNMENTS

By: _____
Town Manager

By: _____
Executive Director

Attest: _____

Planning Agency:

By: _____
Town Clerk

By: _____
Chairman

Preaudit statement:

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

By: _____
Local Government Finance Officer

EXHIBIT A

THE TOWN OF SAWMILLS WESTERN PIEDMONT STORMWATER PARTNERSHIP JULY 1, 2019 – JUNE 30, 2021

PROGRAM OVERVIEW

The following work program is presented as descriptive of the work called for in the agreements concerning stormwater program assistance activities by the Western Piedmont Council of Governments for local governments in the Stormwater Partnership.

1. The Western Piedmont Council of Governments staff will work with the Local Government's Staff to adapt the work plan and priorities as needed to satisfactorily implement requirements in NPDES Phase II Permits and management plans.
 - Public Education and Outreach on Storm Water Impacts – The Planning Agency will fulfill the education and outreach component of the permit by developing workshops; arranging speakers; development of school partnerships and projects; preparing outreach materials; and presenting to various groups and at events, and other Education Outreach activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.
 - Public Involvement and Participation – The Planning Agency will manage planning and implementation of public events for stormwater information to the general public as well as coordination of volunteer programs for stormwater programs or stream cleanups, and other Public Involvement and Participation activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.
 - Illicit Discharge Detection and Elimination – The Planning Agency will conduct active investigation and enforcement of the Local Governments illicit discharge within the Local Governments jurisdiction and other Illicit Discharge Detection and Elimination activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.
 - Construction Site Stormwater Runoff Control – North Carolina Division of Environmental Quality is responsible for the Local Government's Construction Site Stormwater Runoff Control Program. Follow-up by the Planning Agency will occur.
 - Post-Construction Storm Water Management in New Development and Redevelopment – The Planning Agency will manage the permitting process, annual reports, inspections,

and files associated with Post Construction as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.

- Pollution Prevention/Good Housekeeping for Municipal Operations – The Planning Agency will conduct education to Local Government employees and inspection of Local Government facilities for Pollution Prevention/Good Housekeeping activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.

AGENDA ITEM 11A

MEMO

DATE:

April 16, 2019

SUBJECT:

Updates:
Code Enforcement
Monthly Report

Discussion:

The attached report shows the progress that Planner Hunter Nestor continues to make throughout the town.

Recommendation:

No Council action required.

Code Enforcement Report			
Property Address	Property Owner	Issue	Notes
4361 Sawmills School Rd	Chenay Carter	Overgrown lot	Letter sent 7/19. Deadline 8/3. Nuisance abated by town on 8/10. Lien placed on property for cost of mowing. Hearing held on 9/6. Ms. Carter did not show so town will proceed to demolish house.
4215 Trojan Lane, Hudson, NC	Jessie Kristian Smith	Fowl running loose	Received a written complaint from James Fox 828-396-7506 adjacent property owner about neighbor with 1-15 chickens and 6 ducks running loose. Traveling public along Trojan Lane are constantly having to stop wait on ducks to cross the road or sunning on the road. School buses have needed to blow horns to get them to move. Also the fowl are digging up neighbors mulch. Certified letter sent 02/21/2019. Site visit showed fowl running loose in back yard and roosting. There are also materials accumulation surrounding home. Looks as though property owners are building fence.
2570 Baker Circle, Granite Falls, NC 28630	Carolyn Bray/ Robyn Brittan	abandoned mobile home	Working with attorney to abate.
Horror Fields (4276 Helena St, Hudson, NC 28638)	KISER-SAWMILLS INC	Fence/Buffer	Complaint made on 4/10. Property is not in compliance with conditions set but CUP. Letter sent out on 4/11. Deadline 5/10