

AGENDA

Regular Meeting of the Sawmills Town Council Sawmills Town Hall

Tuesday, February 20, 2018
6:00 pm

1. Call To Order Mayor Johnnie Greene
2. Invocation
3. Pledge of Allegiance Mayor Johnnie Greene
4. Adopt Agenda Mayor Johnnie Greene
5. Approve Meeting Minutes Mayor Johnnie Greene
 - A. January 16, 2018 Regular Meeting Minutes Mayor Johnnie Greene
 - B. January 18, 2018 Special Meeting Minutes Mayor Johnnie Greene
6. Public Comment Mayor Johnnie Greene
7. Recognitions: Mayor Johnnie Greene
 - A. Recycle Rewards Mayor Johnnie Greene
 - B. Sawmills Volunteer Fire & Rescue Department Awards Mayor Johnnie Greene
8. Discussion: Mayor Johnnie Greene
 - A. Agreement to Purchase Waste-Water Treatment Services
9. Planning: Mayor Johnnie Greene
 - A. Recommendation for Planning Board ETJ Vacant Seat Mayor Johnnie Greene
 - B. Call for Public Hearing: Sign Ordinance Text Amendment Mayor Johnnie Greene
10. Public Comment Mayor Johnnie Greene
11. Updates: Mayor Johnnie Greene
 - A. Code Enforcement Report Mayor Johnnie Greene
 - B. Town Administrator Update Town Administrator Christopher Todd
 - B. Council Comment Mayor Johnnie Greene
12. Adjourn Mayor Johnnie Greene

**TUESDAY, JANUARY 16, 2018
TOWN OF SAWMILLS REGULAR COUNCIL MEETING
6:00 PM**

COUNCIL PRESENT

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

STAFF PRESENT

Christopher Todd
Terry Taylor
Julie A Good

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

INVOCATION: Pastor Sam Craven 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 January 16, 2018 Agenda.

Joe Norman made a motion, and Clay Wilson seconded, to adopt the January 16, 2018 Agenda. All were in favor.

APPROVE DECEMBER 19, 2017 REGULAR MEETING MINUTES: Mayor Johnnie Greene asked for a motion to approve the December 19, 2017 regular meeting minutes.

Clay Wilson made a motion, and Joe Norman seconded, to approve the December 19, 2017 regular meeting minutes. All were in favor.

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

No one wished to speak.

RECOGNITIONS:

RECYCLE REWARDS WINNER: Mayor Johnnie Greene announced Ms. Amanda Perry as the January Recycle Rewards winner. A credit of thirty-two dollars (\$32.00) will be added to her sanitation bill.

No Council action was required.

DISCUSSION:

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY PRESENTATION:

The Western Piedmont Council of Governments Director, Anthony Starr, presented the Comprehensive Economic Development Strategy (CEDS). CEDS is an important tool used to encourage and equip the region's counties and communities with strategies to improve economic conditions and the quality of life for residents.

No council action needed.

SAWMILLS FIRE DEPARTMENT WATER BILL: Mayor Johnnie Greene stated that the Sawmills Fire Department has requested that the Town Council formally address their November 2017 water and sewer bill because of a leaking commode. 59,000 (fifty-nine thousand) gallons of water passed through the meter during the month of October and the Sawmills Fire Department typically uses between 3,000 (three thousand) gallons and 5,000 (five thousand) gallons. Due to the unusually high usage, Town staff flagged the meter to be reread and Public Works Director Ronnie Coffey reread the meter on October 25, 2017. Public Works Director Ronnie Coffey noticed the meter was running, which indicated something was going on in the building, and spoke with a fireman that was on duty. Public Works Director Ronnie Coffey and the fireman found a running commode inside the building and turned the water off to that commode. Public Works Director Ronnie Coffey went back and read the meter later the day of October 25, 2017, after the commode was fixed and the meter was no longer running.

The staff's interpretation of the Town's Utility Billing Policy is that commode leaks are ineligible for a water or sewer credit. The policy currently states that, "The Town will adjust water and sewer use on bills in case of hidden underground leaks in service lines located between the meter and the house and busted or leaking pipes inside the home."

The Town Council discussed this matter during the November 2017 Town Council meeting, at which time they chose to take no action and keep the current policy.

No Council action was taken.

FIREARMS ORDINANCE: Mayor Johnnie Greene stated that the Town Council was addressed by resident Dean Hall during the regularly scheduled December 2017 public comment time period. Mr. Hall was concerned about the use of firearms near his home, due to both safety issues and the noise created from the discharge of firearms. The Town of Sawmills does have an ordinance governing the discharge of firearms within its municipal limits. Ordinance §130.04 reads "No person, except an officer in the discharge of his or her duties, shall shoot any firearms within 400 feet of a residential dwelling, except on his or her property in defense of life or property."

During 2017 the Caldwell County Sheriff's Department responded to thirty-three (33) discharge of firearm calls, and approximately five (5) loud noise nuisance calls related to firearms.

Currently the municipalities of Lenoir, Granite Falls and Hudson have ordinances that do not allow the discharge of firearms within their municipal limits. The Town of Sawmills ordinance was put in place in 1991 with the recognition of the rural character of the community.

No council action was taken.

PUBLIC COMMENT:

Jake Ramsey, property owner in the Town of Sawmills, wanted to thank everyone for all they have done for the Sawmills Café and appreciates everyone who has come out and ate there.

UPDATES:

JANUARY CODE ENFORCEMENT REPORT: Town Planner Leslie M. Meadows stated that there are nine (9) code enforcement cases open:

- Teresa Annas Compton is the owner of a dilapidated house located at 4476 Sawmills School Road. An official hearing was held December 19, 2017. Ms. Compton did not attend. A Findings of Fact and Order for repair or demolish within fifteen (15) days was sent from the Town Attorney's Office on December 21, 2017. There has been no contact from Ms. Compton. The Town can move forward with contracting out abatement efforts (demo and removal) and require reimbursement in the form of a lien on the property;
- WNC Properties, LLC owner of 4209 Creekview Pl. Minimum housing complaint. Town Planner Leslie M. Meadows stated that she needs to verify complaint before arranging site visit with Caldwell County Building Inspector Mark Annas and current resident;
- David Graham (Landlord) owner of 4176 US Highway 321A. Minimum housing complaint. Town Planner Leslie M. Meadows stated that she needs to verify complaint before arranging site visit with Caldwell County Building Inspector Mark Annas and current resident;

- Carolyn Bray/Robyn Brittian, owner of 2570 Baker Cir. Abandoned mobile home. Town Planner Leslie M. Meadows stated that she is unable to contact Ms. Brittan or an update, but financially, Ms. Brittan has stated that she cannot pay for removal or any accrued fines. A final Notice of Violation packet from the Town Attorney's office to set a hearing date will be needed before the Town can contract out the abatement efforts (demo and removal) and require reimbursement in the form of a lien on the property;
- John "Jody" McRary and neighbors, Jody Drive. Outdoor storage/junk vehicles in ROW/freight container. This is a non-conforming use, Impressive Auto, encroaching on neighborhood and blocking street for Fire & Rescue/Trash Pick-up. A code enforcement committee meeting was held on December 28, 2017 for this matter. It was decided that the Town would look into the cost of relocating the shipping container for the landowner, in order to avoid any ordinance amendments that could result in the influx of these containers in residential areas;
- Sasser Family, LLC, owner 2526 Meadows Park Lane. Minimum housing complaint. Town Planner Leslie M. Meadows stated that she needs to verify complaint before arranging site visit with Caldwell County Building Inspector Mark Annas and current resident;
- Jose Montes, owner 4321 Cherokee Court. High grass/junk vehicles. Town Planner Leslie M. Meadows stated that she spot checked property on January 4, 2018. All original junked vehicles have been removed, but a different vehicle with the hood up being worked on was in the cul-de-sac. Still no indication of progress on installation of a proper off-street driveway. Small lot size and steep slope are limiting factors. This is a possible case for code enforcement committee consideration;
- Janice Griffin, Trustee of Iona Griffin, 2148 Oaktree Ln. Abandoned, partially burned apartment building. Town Planner Leslie M. Meadows stated that she received a response from Janice Griffin's attorney stating Lewis Miller Construction is currently in the process of demolition and removal. Once clean-up is complete, permits are to be obtained to begin rebuilding. Estimated date for new construction to begin is mid-January. Town Planner Leslie M. Meadows stated she spot checked the site on January 4, 2018, and the roof/top story has been removed so far (there is photo documentation) and Town Planner Leslie M. Meadows will continue to monitor;
- Jeremiah Taylor, owner of 4190 Duff Dr. Junked vehicles/outdoor storage/overgrown vegetation. Town Planner Leslie M. Meadows stated she spot checked and sent a Notice of Violation Letter on December 28, 2017, with a deadline of January 16, 2018. Town Planner Leslie M. Meadows stated that the owner contacted her on January 4, 2018, and agreed to begin trying to relocate the two (2) junked vehicles. The truck needs work to reattach to the frame before it can be moved. The family has just recently moved and is still using the property for storage. Homeowner stated that the intent is to eventually clean up and sale the property (Town Planner Leslie M. Meadows has photo documentation and will continue to monitor).

No Council action was required.

TOWN ADMINISTRATOR UPDATE: Town Administrator Christopher Todd stated that Town Council had applied for two (2) grants for a GIS inspired project (one grant for water and the other for sewer) that would put water and sewer lines on a GIS site. The date has been pushed back for the grant awards until March.

Town Administrator Christopher Todd stated that the Town is continuing to work on the Virginia Acres sewer project. Letters went out for surveying to be done and then easements will need to be signed. Town Administrator Christopher Todd also stated that there have been very positive reactions to the project overall so far with some minor concerns of where the lines were going to be placed.

Town Administrator Christopher Todd stated that the Horseshoe Bend waterline extension project is getting close to be completed. The project has approximately two (2) more weeks, weather permitting. Town Administrator Christopher Todd stated that the contractor has done a very good job and not had to take Public Works employees away from their normal job.

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

Jeff Wilson stayed he hoped everyone had a good night.

Mayor Johnnie Greene wanted to thank everyone for coming out and thank Council for a good job.

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

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

Johnnie Greene, Mayor

Julie A. Good, Town Clerk

**THURSDAY, JANUARY 25, 2018
TOWN OF SAWMILLS SPECIAL COUNCIL MEETING
“COFFEE WITH THE COUNCIL”**

6:00 PM.

COUNCIL PRESENT

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

STAFF PRESENT

Christopher Todd

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

INVOCATION: Councilman Keith Warren 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 agenda.

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

DISCUSSION: The following items were discussed:

- Parks and Recreation
 - There was no citizen input
- Water and Sewer Rates
 - There was no citizen input
- Sawmills Farmers Market
 - There was no citizen input
- Public Works
 - There was no citizen input
- Town Events
 - There was no citizen input
- Ideas from the Public
 - Citizen, Roger Teague suggested the Town Council discuss lowering the speed limit from 45 MPH to 35 MPH on 321-A between Bakers Circle and the southern end of the town's municipal limits.

January 25, 2018

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

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

Julie A Good, Town Clerk

Johnnie Greene, Mayor

AGENDA ITEM 7A

MEMO

DATE:

February 20, 2018

SUBJECT:

Recognition:
Recycle Rewards
Program

Discussion:

The Town of Sawmills would like to congratulate Clayton Alrecht on winning the Recycle Rewards Program for the month of February. 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.

AGENDA ITEM 7B

MEMO

DATE:

February 20, 2018

SUBJECT:

Recognition:
Sawmills Volunteer
Fire & Rescue
Department Awards

Discussion:

Mayor Johnnie Greene will be presenting awards of appreciation to the following Sawmills Volunteer Fire & Rescue Department members:

Firefighter of the Year

Firefighter Grant Newton

First Responder of the Year

Firefighter Christy Bumgarner

Officer of the Year

Chief David Price

Officer of the Year

Firefighter Keith Gibbons

Recommendation:

No Council action is required.

AGENDA ITEM 8A

MEMO

DATE:

February 20, 2018

SUBJECT:

Discussion:
Agreement to Purchase
Waste-Water Treatment
Services

Discussion:

The Town of Sawmills Wastewater Agreement with the City of Lenoir has expired. A new agreement has been drafted and reviewed by staff. Staff believes the new agreement to be sufficient to meet the sewer needs through the life of the agreement. Attached is the new draft agreement for the Town Council's review. The main aspects of the agreement are as follows-

- The agreement would be effective until February 2033
- The maximum gallons per day is to be negotiated every five (5) years
- The current maximum gallons per day in the agreement is 250,000
- The Town of Sawmills is currently sending 50,000 gallons per day to be disposed of by the City of Lenoir
- The new agreement would put in place a tiered billing structure

Recommendation:

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

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

AGREEMENT TO PURCHASE WASTEWATER TREATMENT SERVICE

THIS CONTRACT is made and entered into this 6th day of February, 2018 by and between the City of Lenoir, a North Carolina Municipal Corporation hereinafter referred to as "Lenoir" and the Town of Sawmills, a North Carolina Municipal Corporation hereinafter referred to as "Sawmills".

WITNESSETH

WHEREAS, Lenoir and Sawmills are political subdivisions of the State of North Carolina, both having the power and authority to enter into this agreement, and the signatories hereto have been authorized to execute this document on behalf of the Lenoir City Council and the Sawmills; and

WHEREAS, Lenoir currently owns and operates a wastewater treatment plant (Gunpowder Creek WWTP) and collection system, and is engaged in the enterprise of managing, operating, and maintaining said system and selling wastewater treatment service to the public within its service area; and

WHEREAS, Sawmills owns and operates a wastewater collection system, and is also engaged in the enterprise of managing, operating, and maintaining the system and selling wastewater service to the public within its service area; and

WHEREAS, Lenoir and Sawmills mutually desire to enter into an agreement to sell and purchase wastewater treatment services in accordance with the terms and provisions contained herein; and

WHEREAS, Lenoir has determined that it has the capability to sell wastewater treatment services to Sawmills throughout the term of this agreement without impairing services to the users connected to its wastewater system; and

WHEREAS, Lenoir and Sawmills each has or holds and will continue to have or hold throughout the term of this agreement, all appropriate permits necessary to effectuate their respective responsibilities under this agreement or will use their best efforts to obtain such permits;

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. This agreement shall commence on the 6th day of February, 2018, and unless earlier terminated in accordance with the terms herein, shall expire on

the 5th day of February, 2033 (Hereinafter referred to as the "Wastewater Service Period".)

2. Lenoir agrees to provide and sell to Sawmills wastewater treatment for up to 250,000 GALLONS (TWO HUNDRED AND FIFTY THOUSAND GALLONS) of wastewater maximum daily flow, measured through metered connections which are located, prescribed and maintained by Lenoir, at or above minimum State of North Carolina and Federal Standards for public wastewater facilities. Such maximum daily flow shall be based on a thirty (30) day average daily flow. Such maximum daily flow to be reviewed every five (5) years.
3. Sawmills agrees to use best efforts not to exceed the above maximum daily flow provided for in Section 2 of this agreement, unless Lenoir expressly agrees that said maximum daily purchase(s) may exceed 250,000 gallons for a specified period of time.
4. The wastewater treatment services purchased by Sawmills from Lenoir shall be available on a continuous basis unless there is an unforeseen break, outage or interruption of Lenoir's wastewater collection or treatment system. In which case, Lenoir shall notify Sawmills of the circumstances and provide timely updates so as to keep Sawmills informed of the status of repairs or remedy(ies) for any such interruption.
5. Sawmills agrees to timely pay Lenoir for wastewater purchased on a monthly basis, in accordance with invoices, which shall be based upon meter readings conducted by Lenoir at all metered connections between the Lenoir and Sawmills wastewater systems. Lenoir agrees to read said wastewater meters monthly and deliver to Sawmills a written report summarizing said meter readings within fifteen (15) working days after each monthly meter reading. Lenoir will submit to Sawmills a written invoice based on such meter readings by the 20th day of the following month. Sawmills agrees to pay Lenoir the amounts of each such monthly invoice within thirty (30) calendar days of the date of each invoice.
6. The initial Base Wastewater Rate charged to Sawmills for wastewater treatment services shall be \$3.78 per one thousand gallons of metered wastewater service provided by Lenoir to Sawmills. In the event the average daily flow during any monthly billing period exceeds the maximum daily flow of 250,000 gallons, the following surcharges (The "Surcharge Rate") will apply to the overage:

(250,001) to (300,000) gallons – \$4.16/1000 gallons
(300,001) to (350,000) gallons – \$4.57/1000 gallons
(350,001) gallons or more – \$5.03/1000 gallons

Over the term of this agreement or any extension thereof, Lenoir may, at its sole discretion, increase the Base Wastewater Rate and /or the Surcharge Rate as it deems necessary. Lenoir shall not increase said rates to Sawmills more than one time during any fiscal year of twelve (12) months ending on June 30 of each year. Lenoir agrees to notify Sawmills in writing of planned increases with an explanation of the factors used to determine set increase in rates at least ninety (90) days prior to June 30 of any fiscal year, with rate increases that are to become effective on July 1 of that same year.

7. Lenoir agrees to maintain /repair /replace existing Lenoir wastewater meters at the connection point(s) between the Lenoir and the Sawmills wastewater system as may be necessary to accurately measure the flow of wastewater through the meter(s) to Sawmills under this agreement.
8. Sawmills shall provide a minimum of six-months (6) advance written notice to Lenoir prior to the expiration of this agreement or subsequent extensions of this agreement if Sawmills desires to cancel the terms of this agreement. Upon timely receipt of such notice of Sawmills desire to cancel this agreement, Lenoir shall, within sixty (60) days after having received such notification, notify Sawmills in writing of its agreement to such cancellation of this agreement.
9. In the event that Lenoir elects not to extend this agreement, Lenoir shall continue to provide and sell wastewater treatment services to Sawmills, under the same terms of the agreement, until Sawmills has had sufficient opportunity to secure an alternate source(s) of wastewater treatment service; however, Lenoir shall not be bound to continue to provide and sell wastewater treatment services to Sawmills beyond a period of twenty-four (24) months past the date of its written notification to Sawmills of its intention not to extend this agreement.
10. Sawmills agrees that the Town and its wastewater customers shall, during the period of this agreement, abide by and adhere to all wastewater use policies, restrictions, sewer use ordinances and other ordinances adopted now or subsequently adopted by Lenoir, of which they are subsequently notified, which impose wastewater use restrictions, moratoriums, and other such limitations on the use of wastewater treatment services during times of emergency or during other situations which for public health or financial reasons justify said policies, restrictions, and ordinances.

Sawmills shall establish, conduct and maintain an industrial pre-treatment program in accordance with the State of North Carolina regulations (15A NCAC 2H .0900) and Federal pre-treatment regulations 40 CFR 403, and 400-471. Sawmills shall adopt necessary ordinances, policies, and programs to ensure that wastewater received from Sawmills meets the standards set forth in Lenoir's Sewer Use Ordinance. Sawmills shall be responsible for the reporting and record-keeping of the pre-treatment program. Lenoir shall have the right to audit Sawmill's pre-treatment program at any time upon 30 days

written notification and Sawmills shall supply all information necessary for the audit.

Prior to the issuance of any pre-treatment permit, Sawmills shall submit application information to Lenoir for review and approval and shall not issue any pre-treatment permits without Lenoir's prior approval.

Sawmills shall use any and all means necessary to enforce compliance with the applicable standards of the industrial wastewater pre-treatment program, and Lenoir shall have the authority to immediately terminate the service contemplated under this agreement with no prior notice, if Sawmills fails to do so.

Lenoir reserves the right to bill Sawmills for pollutant loadings above those domestic loadings contained in the Lenoir Sewer Use Ordinance. Based upon information provided, Lenoir shall bill Sawmills on a monthly basis for any applicable surcharges after 30 days written notice at Lenoir's prevailing rates. Sawmills agrees to assess and collect all surcharges from its customers or otherwise to pay said charges, regardless of whether the customer pays.

11. Lenoir shall promptly notify Sawmills upon becoming aware of any activity, problem or circumstance within the Lenoir system that might present a danger to the health, safety and welfare of Sawmills wastewater users. Further, Lenoir shall take appropriate action to remedy such activity, problem or circumstance within the Lenoir system and to avoid or minimize disruptions in service. Likewise, Sawmills shall promptly notify Lenoir upon becoming aware of any activity, problem or circumstances within Sawmills system that might negatively impact, cause harm to Lenoir's wastewater collection and treatment system or present a danger to the public health, safety and welfare. Sawmills shall take appropriate action to police against and to remedy such activities.
12. In the event of damage or destruction of Lenoir's key wastewater facilities or any emergency which, in the reasonable judgment of Lenoir, is likely to result in material loss or damage to the system or constitute a material threat to human health or safety, Lenoir may take necessary actions to mitigate the threat to human health and safety, after thirty (30) days written notice to Sawmills of such actions unless in the event of an emergency. Lenoir's response to emergencies and other such unusual circumstances shall be in accordance with applicable policies, regulations, laws and requirements and with such personnel and equipment as necessary to maintain or restore the operations of its wastewater system in a timely manner with the least possible disruption or inconvenience to the users connected to both the Lenoir and Sawmills wastewater systems.
13. Sawmills shall not resell, give away, transfer or otherwise dispose of wastewater treatment services purchased from Lenoir to third-party wastewater systems without the prior written permission of Lenoir.

14. Sawmills agrees to permit Lenoir to pass wastewater through Sawmills wastewater collection system to destinations and/or to other third-party wastewater systems beyond Sawmills system, provided that Lenoir:
- a) Submits a written notice to Sawmills outlining the agreed-upon purposes, quantities and conditions of said pass through of wastewater.
 - b) That said request does not materially or significantly diminish Sawmills capacity now or in the future to provide services to its wastewater customers and it's anticipated customers bases on its most recent 10 year projections.
 - c) Lenoir subsequently pays to Sawmills a Pass Through charge of \$0.03 per 1000 gallons of pass through wastewater. Sawmills may request a modification of such charge with a ninety (90) days advance written notice during the period of this agreement.
 - d) Lenoir agrees to install metering equipment to measure and determine the quantities or such Pass Through wastewater passing through Sawmills wastewater system and report monthly to Sawmills such amounts and meter readings.

15. Lenoir and Sawmills both represent that no litigation is pending or threatened against either party which would impair their ability to perform their respective duties and obligations under the terms, covenants and provisions of this agreement.

16. Resolution of Disputes

The Parties agree that should any disputes arise under this agreement, including but not limited to disputes pertaining to services, rates, or invoices, said disputes shall be resolved, if at all possible, through good faith negotiations between the parties. It is the intent of Lenoir and Sawmills that pursuit of legal action shall be a remedy of last resort and that a negotiated resolution, including the use of outside experts or mediators, shall be the preferred means of resolving disputes hereunder.

17. Default and Termination

This agreement may be terminated prior to its stated expiration date by Lenoir or Sawmills in accordance with the terms and conditions set forth below.

A. Termination for cause by Lenoir. Upon the happening of any of the following events of default by Sawmills, Lenoir shall have the right to terminate this agreement:

- a) The failure of Sawmills to perform or observe and initiate a cure after thirty (30) days advance written notice any of its material covenants, agreements, obligations and/or duties created by this agreement.

b) The failure of Sawmills to make any payment required pursuant to the terms of this agreement within sixty (60) days of its receipt of notice from Lenoir that any such payment is overdue.

B. Termination for cause by Sawmills. Upon the happening of any of the following events of default by Lenoir, Sawmills shall have the right to terminate this agreement:

a) The failure of Lenoir to perform or observe any of its material covenants, agreements, obligations and/or duties created by this agreement.

b) The failure of Lenoir to provide Sawmills with the amounts of wastewater treatment service in accordance with the terms of this agreement..

18. Upon the happening of any event which may constitute good cause for termination of this agreement as stated above, the aggrieved party shall provide written notice to the party committing the alleged violation setting forth in detail the alleged failure and/or deficiency. Thereafter, within thirty (30) days of receipt of notice of the alleged default, the parties to this agreement shall meet to discuss the circumstances and attempt to reach a resolution.

19. **NOTICES:** For the purposes of this agreement, all notices required shall be deemed to have been properly served and shall be only served when posted by Certified United States Mail, Postage Prepaid, Return Receipt Requested, Addressed to the Party to whom directed at the address herein set forth or at such other address as may from time to time be designated in writing by either party:

To Lenoir:

City of Lenoir
Scott E. Hildebran, City Manager
PO Box 958
Lenoir, North Carolina 28645

To Sawmills:

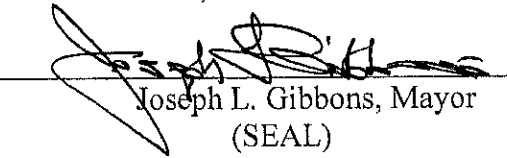
Town of Sawmills
Attn: Town Administrator
4076 US Hwy 321-A
Sawmills, NC 28630
CC: Terry Taylor, Town Attorney
P.O. Drawer 2428
Hickory, NC 28603

20. This agreement embodies the entire agreement between the parties in connection with this transaction, and there are no oral or parole agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein. This agreement may not be modified except by a written agreement signed by all parties to this agreement. Neither party shall be entitled to sell, convey or otherwise alienate the rights and obligations created herein without the prior written permission of the other party to this agreement. This agreement is non-assignable.

21. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever. No joint agency is established by this Agreement pursuant to Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes, by other similar statutory authority authorizing interlocal cooperation between units of local government, or otherwise.
22. No written waiver by any party to this agreement at any time of any breach of any other provision of this agreement shall be deemed a waiver of a breach of any provision herein or consent to any subsequent breach of the same or any other provision.
23. The captions and article numbers appearing in this agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope of such paragraphs or articles of this agreement or in any way affect this agreement.
24. This agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.
25. Words of any gender used in this agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.
26. If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.
27. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this agreement to produce or account for more than one such fully executed counterpart.
28. Except as provided herein, the rights and remedies provided for in this agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

CITY OF LENOIR, NORTH CAROLINA

By: 
Joseph L. Gibbons, Mayor
(SEAL)

Attest:

By: Shirley M. Cannon
Shirley M. Cannon, City Clerk

TOWN OF SAWMILLS, NORTH CAROLINA

By: _____
_____, Mayor

(SEAL)

Attest:

By: _____
_____, Town Clerk

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: Donna Bean

Donna Bean, Finance
Director
City of Lenoir, North Carolina

By: _____

_____, Finance Director
Town of Sawmills, North Carolina

Approved as to form:

By: Edward H. Blair, Jr.

Edward H. Blair, Jr., City Attorney
City of Lenoir, North Carolina

Approved as to form:

By: _____

_____, Town Attorney
Town of Sawmills, North Carolina

AGENDA ITEM 9A

MEMO

DATE:

February 20, 2018

SUBJECT:

Planning Matters:
Recommendation
For Planning Board
Vacant ETJ Seat

Discussion:

Due to the recent annexation of the ETJ Planning Board Member, Clyde Miller's property and home, there is a vacant seat for an out of town ETJ member. The Town has received a Planning Board application from Richard Miller who is willing to serve in the position. Attached is the completed application.

Recommendation:

Staff recommends Council recommend Richard Miller to the Caldwell County Board of Commissioners for appointment to the vacant ETJ Planning Board seat.

Application to Serve on Board(s) and Committee(s)

Name: Richard Miller
Home Address: 3078 Dry Ponds Rd Granite Falls NC 28630
Mailing Address: _____
Email Address: richard@richardsweldingandrepair.com
Home Phone: / Cell Phone: 312 2477
Work Phone: 396 8705 Occupation: Business Owner

Board(s) or Committee(s) on which you would like to serve:
 Planning Board Town Beautification
 Board of Adjustments History Committee

Recent Community Activities: _____

State reasons why you feel you are qualified for this appointment (Use back of sheet if additional space is needed):

Approached by a member of the town.
I have 30 years experience in the construction field and
I have 20 years of experience being a business owner

Note: This information will be used by the Town Council in making appointments to Board(s) and Committee(s) and follows all N.C.G.S. Public Records Laws. The application will remain on file with the Clerk until term expires.

[Signature]
Signature

2-7-2018
Date

Please return application to: Sawmills Town Administrator 4076 US Highway 321A
Sawmills, NC 28630

For Town Use Only:

Appointed to: _____ Date: _____

Term Expires: _____ Town Limits: _____ ETJ: _____

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<http://www.townofsawmills.com/>

AGENDA ITEM 9B

MEMO

DATE:

February 20, 2018

SUBJECT:

Planning:
Call for Public Hearing:
Sign Ordinance
Text Amendment

Discussion:

PROPOSED SIGN ORDINANCE TEXT AMENDMENT

Status: Currently, Sawmills' Sign Regulations only allows for one ground sign per lot, in the Highway Business (H-B) and General Manufacturing (G-M) zoning districts, with a maximum sign height of 20 feet. As such enterprises are allowed only one such sign, the Planning and Development Committee and Planning Board, are in favor of an amendment to the Town's Sign Regulations that would increase the maximum ground sign height requirement for H-B and G-M districts from 20 feet to 30 feet. If approved, this amendment will only apply to commercial/industrial enterprises located on properties zoned H-B or G-M, which typically exemplify larger lot sizes, as well as taller maximum building heights.

See attached proposed text, as amended, under Section 153.114 "Signs in the H-B and G-M Zoning Districts."

Consistency with Comprehensive Plan:

The mission statement of the Sawmills Comprehensive Plan calls for establishment of a flourishing economy with a range of business establishments. This proposed text amendment promotes this goal by creating increased advertising opportunities for entrepreneurial development.

Recommendation:

CALL FOR PUBLIC HEARING for March 20, 2018 at 6:00

SIGN REGULATIONS

§ 153.110 GENERAL.

(A) All announcement signs and structures, which include business signs as defined by this chapter, shall be approved by the Zoning Enforcement Officer and shall comply with the following regulations.

(B) *Location.* No advertising sign or structure shall be erected, constructed or maintained so as to interfere with vision clearance along any street, road or highway or at any intersection or junction of two or more traffic arteries. Nor shall any advertising sign or structure be located within the street, road or highway right-of-way.

(C) *Illumination.* No flashing or intermittent lights may be permitted. Only one illuminated sign per professional office per building is permitted. All illuminated signs or structures shall be placed so as to prevent the light rays or illuminations from being cast upon residential dwellings. However, any sign performing a public service function indicating time, temperature, stock market quotations or similar services shall be permitted.

(D) *Billboards.* No billboards or other off-site signs are permitted within the jurisdiction of this chapter.

(E) *Portable signs.* No portable or other temporary signs are permitted within the jurisdiction of this chapter.

(F) *Maintenance.* All advertising structures, together with any supports, braces, guys and anchors shall be kept in good repair and in a safe state of preservation. All signs, including political signs, erected to serve temporary purposes shall be removed within 60 days.

(G) *Administration.* The Zoning Enforcement Officer shall refuse a permit for the erection or construction of any advertising sign or structure which does not meet the requirements of this section. The Zoning Enforcement Officer shall order the removal of any signs that are not constructed or maintained in accordance with the provisions of this section.

(H) *Traffic safety precautions.* The following practices in relation to signs are prohibited, notwithstanding any other provisions in this chapter, in order to preserve the safety of pedestrians and vehicular movement:

(1) No signs shall use such words as "stop", "slow", "caution", "danger" or similar admonitions which may be confused with traffic directional signs erected by governmental agencies; and

(2) No sign shall be erected so as, by its location, color, nature or message, to permit it to be confused with or obstruct the view of traffic signals or signs, or so it would tend to be confused with warning lights of an emergency or public safety vehicle.

(I) *Prohibited locations for signs.* No sign shall be attached to any utility pole, tree, rock or other natural object.

(J) *Signs not subject to control.* The following signs are not subject to the control of this chapter:

(1) Non-illuminated identification signs on private property not exceeding two square feet in area, not of a commercial nature and bearing only property identification numbers and names, post office box numbers and name(s) of occupants of the premises;

(2) Historic markers erected by a governmental body;

(3) Legal notices, identification and informational signs and traffic directional signs erected by or on behalf of a governmental body;

(4) Not more than one sign total, with not more than one per public street frontage, located on private property, directing and guiding traffic on private property, with the permission of the owner, by which bear no advertising matter and do not exceed eight square feet in area on each side and do not exceed six feet in height;

(5) Bulletin signs incidental to churches, located on-site, provided they do not exceed 12 square feet in area and have a maximum height of six feet; or

(6) Non-illuminated, temporary yard sale signs located entirely on private property and less than six square feet containing the date of the sale and/or property address, provided such signs are removed within two days following the sale.

(K) *Violation.* In addition to the remedies provided in G.S. §§ 14-4 and 160A-75 as amended and otherwise as law provided, whenever, by the provisions of this section, the performance of any act is prohibited, or whenever any regulation Limitation is posed on the erection or removal of a sign, a failure to comply with the provision shall constitute a violation of this chapter. Violation of any provision of this chapter shall subject the offender to a civil and/or criminal penalty as set forth in §153.999.

(Ord. passed 4-17-2012) Penalty, see § 153.999

§ 153.111 SIGNS IN THE RESIDENTIAL ZONING DISTRICTS.

Small professional or announcement sign, non-illuminated, not over two square feet in area mounted flat to the main wall of the building, and any non-illuminated real estate signs not over six square feet in area.

(Ord. passed 4-17-2012)

§ 153.112 SIGNS IN THE O-I ZONING DISTRICT.

(A) *Wall signs.* Wall signs shall not exceed more than six inches from the building's wall, shall not exceed 15 square feet in area for any one premise, and shall not exceed ten feet in height above the natural ground line.

(B) *Ground signs.* Ground signs, not exceeding one per lot, shall not exceed more than ten feet in height above the natural ground line, shall meet all yard requirements for the district and shall not exceed 15 square feet in surface area.

(C) *Roof signs.* Roof signs are not permitted.

(D) *Window signs.* Window signs shall be placed only on the inside of professional buildings and shall not exceed 25% of the glass area of the pane upon which the sign is displayed.

(Ord. passed 4-17-2012) Penalty, see § 153.999

§ 153.113 SIGNS IN THE N-B ZONING DISTRICT.

(A) *Wall signs.* Wall signs shall not exceed more than six inches from the building's wall, shall not exceed 100 square feet in area for any one premise, and shall not exceed 20 feet in height above the natural ground line.

(B) *Ground signs.* Ground signs, not exceeding one per lot, shall not exceed 15 feet in height above the natural ground line, shall meet all yard requirements for the district and shall not exceed 60 square feet in surface area.

(C) *Roof signs.* Roof signs are not permitted.

(D) *Window signs.* Window signs shall be placed only on the inside of professional buildings and shall not exceed 25% of the glass area of the pane upon which the sign is displayed. Only one illuminated sign per business per building is permitted.

(Ord. passed 4-17-2012) Penalty, see § 153.999

§ 153.114 SIGNS IN THE H-B AND THE G-M ZONING DISTRICTS.

(A) *Wall signs.* Wall signs shall not exceed more than six inches from the building's wall, shall not exceed 200 square feet in area for any one premise, and shall not exceed 20 feet in height above the natural ground line.

(B) *Ground signs.* Ground signs, not exceeding one per lot, shall not exceed ~~20~~ **30** feet in height above the natural ground line, shall meet all yard requirements for the district and shall not exceed 60 square feet in surface area.

(C) *Roof signs.* Roof signs shall not exceed ten feet in height above the roof, shall meet all the yard and height requirements for the zoning district and shall not exceed 200 square feet on a side for one premise.

(D) *Window signs.* Window signs shall be placed only on the inside of professional buildings and shall not exceed 25% of the glass area of the pane upon which the sign is displayed. Only one illuminated sign per business per building is permitted.

(E) *Illumination.* Only one illuminated sign per professional office per building is permitted.

(Ord. passed 4-17-2012)

§ 153.115 COMPREHENSIVE SIGN PACKAGES.

(A) As an option to the permanent signage standards set forth in this section, institutional, commercial, or industrial developments shall be allowed to submit an application for a comprehensive sign package. All comprehensive sign packages shall be reviewed as a conditional use permit in accordance with the procedures set forth in this chapter. Any signage not specifically identified in the comprehensive sign package shall conform to the minimum signage criteria contained in this chapter.

(B) The comprehensive sign package shall include a master signage plan including the following:

- (1) Site plan identifying locations of freestanding, multi-tenant, and directional signs;
- (2) List of each type of sign to be permitted in the development with accompanying allowances. At a minimum, the following information shall be provided:
 - (a) Freestanding sign regulations to include dimensions of support structures, dimensions of sign face, permitted sign copy area (maximum individual and aggregate sign area per establishment), and maximum height of sign;
 - (b) Wall sign allowances to include permitted sign copy area (maximum individual and aggregate sign area per establishment), heights (in relation to storefront height) and area (in relation to storefront area);
 - (c) Directional sign allowances to include height and sign area;
 - (d) Illumination guidelines describing the type(s) allowed, placement, intensity, and hours of illumination;
 - (e) Changeable copy guidelines;

(f) Temporary signage guidelines; and

(g) Theme and/or color guidelines - provide graphic depictions of sign designs, color palettes, font style and letter size, illumination, materials, and sample sign copy areas.
(Ord. passed 4-17-2012) Penalty, see § 153.999

AGENDA ITEM 11A

MEMO

DATE:

February 20, 2018

SUBJECT:

Updates:
Code Enforcement
Monthly Report

Discussion:

The attached report shows the progress that Planner Leslie Meadows continues to make throughout the town.

Recommendation:

No Council action required.

Property Owner	Property Address	Issue	Status
Teresa Annas Compton	4476 Sawmillis Sch Rd	dilapidated house	I believe Council can now vote to move forward with contracting out abatement efforts (Demo & Removal), and require reimbursement in the form of a lien on the property on this case. Will have to defer to Christopher and/or Terry Taylor.
Carolyn Bray/ Robyn Brittan	2570 Bakers Cir	abandoned mobile home	In order to move forward, a final MOV packet from Attorney to set a hearing date will be needed before Town can contract out the abatement efforts (Demo & Removal), and require reimbursement in the form of a lien on the property.
John "Jody" McRary	1956 Jody Drive	freight container as storage structure	Spot checked 2/8/18. Code enf. committee decided the Town would aid in relocating the shipping container for the landowner, in order to avoid any ordinance amendments that could result in an influx of these containers in residential areas. Landowner has two possible new locations, but Town has yet to find an affordable, insured mode of transporting for relocation.
Jose Montes	4321 Cherokee Court	No proper driveway, vehicles in ROW	Spot checked 2/8/18. Only one tagged car in cul-de-sac. Some type of yard work in progress. Could be in process of preparing to install a proper driveway?? Small lot size and steep slope are limiting factors.
Janice Griffin, Trustees of Iona Griffin	2148 Oaktree Lane	abandoned, partially burned apartment building	Received update from the landowner's attorney on 2/5/18. Lewis Miller Construction is almost finished with demolition and removal of only the damaged portions. The plan is to repair/rebuild based off what is left salvageable. A structural engineer has been hired to certify that what remains of the structure is sound enough to begin reconstruction. Somehow a Caldwell County Building Permit was obtained on Jan. 10th, 2018?
Jeremiah Taylor	4190 Duff Drive	junked vehicles, outdoor storage, overgrown vegetation	No change as of 2/8/18. Left phone message with landowner asking him to report back on his intentions before Feb. 20th Council meeting. He had originally stated that one car would be moved immediately, and the truck frame would have to be re-attached before it could be moved....??
Jane Greene	4446 Villa Lane	outdoor storage encroaching on neighbor	Met onsite with landowner's grandson on 2/8/18. Discussed items for removal and/or relocation. Grandson will be performing the work, and agreed to contact once completed, hopefully by end of February. Will continue to monitor for progress.