

AGENDA

**Regular Meeting of the Sawmills Town Council
Sawmills Town Hall
Tuesday, July 20, 2021
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 | |
| | A. June 15, 2021 Regular Meeting Minutes | Mayor Johnnie Greene |
| 6. | Public Comment | Mayor Johnnie Greene |
| 7. | Recognitions: | |
| | A. Recycle Rewards | Mayor Johnnie Greene |
| 8. | Financial Matters: | |
| | A. WPCOG Iran Divestment Act Certification | Mayor Johnnie Greene |
| | B. WPCOG Planner/Code Enforcement Officer Agreement | Mayor Johnnie Greene |
| | C. WPCOG Stormwater Utility GIS Mapping Service | Mayor Johnnie Greene |
| | D. WPCOG Stormwater Partnership | Mayor Johnnie Greene |
| | E. WPCOG ADA Planning Assistance | Mayor Johnnie Greene |
| 9. | Discussion: | |
| | A. Intersection of Sawmills School Rd and Dry Ponds Rd | Mayor Johnnie Greene |
| | B. Resolution Addressing 4110 Ardmore Ln | Mayor Johnnie Greene |
| 10. | Public Comment | Mayor Johnnie Greene |
| 11. | Updates: | |
| | A. Code Enforcement Report | Mayor Johnnie Greene |
| | B. Town Manager Updates | Town Manager Chase Winebarger |
| | C. Council Comment | Mayor Johnnie Greene |
| 12. | Closed Session: N.C.G.S. §143-318.11(a)(3) | Mayor Johnnie Greene |
| 13. | Adjourn | Mayor Johnnie Greene |

**TUESDAY, JUNE 15, 2021
TOWN OF SAWMILLS REGULAR COUNCIL MEETING
6:00 PM**

COUNCIL PRESENT

Mayor Johnnie Greene
Clay Wilson
Melissa Curtis
Rebecca Johnson
Joe Wesson

STAFF PRESENT

Chase Winebarger
Julie A Good
Terry Taylor

COUNCIL ABSENT

Keith Warren

CALL TO ORDER: Mayor Johnny Greene called the meeting to order at approximately 6:01pm.

INVOCATION: Mayor Johnny Greene gave the invocation.

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

ADOPT AGENDA: Mayor Johnny Greene asked for a motion to adopt the June 15, 2021 Agenda.

Joe Wesson made a motion, and Rebecca Johnson seconded, to adopt the June 15, 2021 Agenda. All were in favor.

APPROVE MAY 18, 2021 REGULAR MEETING MINUTES: Mayor Johnny Greene asked for a motion to approve the May 18, 2021 regular meeting minutes.

Clay Wilson made a motion, and Joe Wesson seconded, to approve the May 18, 2021 regular meeting minutes. All were in favor.

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

No one wished to speak.

PUBLIC HEARING: FY 2021/2022 BUDGET

OPEN PUBLIC HEARING: Mayor Johnnie Greene asked for a motion to open the public hearing.

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

STAFF COMMENTS/RECOMMENDATIONS: Town Manager Chase Winebarger stated that the budget is balanced as required by the NC Local Government Budget and Fiscal Control Act. The Town's overall budget for FY 2021-2022 totals four million three hundred nineteen thousand three hundred fourteen dollars (\$4,319,314.00). A few highlights of the proposed budget include no property tax increase; two point five percent (2.5%) increase in water and sewer rates per FY 19-20 NCRWA Rate Study; no increase in sanitation fees; fund balance appropriations for capital projects; maintains current levels of benefits for employees.

PUBLIC COMMENT: No one wished to speak.

CLOSE PUBLIC HEARING: Mayor Johnnie Greene asked for a motion to close the public hearing.

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

COUNCIL ACTION: Clay Wilson made a motion, and Rebecca Johnson seconded, to adopt the FY 2021/2022 Budget, the FY 2021/2022 Budget Ordinance and the FY 2021/2022 Fee Schedule. All were in favor.

PUBLIC HEARING: VOLUNTARY ANNEXATION

OPEN PUBLIC HEARING: Mayor Johnnie Greene asked for a motion to open the public hearing.

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

STAFF COMMENTS/RECOMMENDATIONS: Mayor Johnnie Greene stated that the town had received a petition for Voluntary Annexation from Blake M. Herman and Brittany M. Crowe for one (1) parcel (NCPIN 2765953281).

PUBLIC COMMENT: No one wished to speak.

CLOSE PUBLIC HEARING: Mayor Johnnie Greene asked for a motion to close the public hearing.

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

COUNCIL ACTION: Joe Wesson made a motion, and Rebecca Johnson seconded, to adopt the Annexation Ordinance for Blake M. Herman and Brittany M. Crowe for one (1) parcel (NCPIN 2765953281) to be effective June 16, 2021. All were in favor.

PUBLIC HEARING: TOWN OF SAWMILLS BICYCLE AND PEDESTRIAN PLAN

OPEN PUBLIC HEARING: Mayor Johnnie Greene 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: Brian Horton, Transportation Planning Manager with the Western Piedmont Council of Governments stated that the Town contracted Western Piedmont Council of Governments (WPCOG) to develop a Bicycle and Pedestrian Plan. A citizen steering committee met three times to help guide plan development. The new plan is intended to help guide Town policy decisions concerning the network, prioritization, and implementation of bicycle and pedestrian facilities.

Currently, Sawmills has a core sidewalk network linking Sawmills Elementary and Baird Park. The draft plan recommends maintaining and expanding this network to Veterans Park, South Caldwell High, Spring Lake Mobile Home Park, and Cajah Mountain Road. North Carolina Department of Transportation (NCDOT) plans to modernize Cajah Mountain Road between Highway 321A and Connelly Springs Road. This funded NCDOT project will straighten curves and add five-foot shoulders with construction expected in 2025. The new draft Plan recommends adding sidewalks and bicycle lanes inside Town limits along the NCDOT project, transitioning to a multi-use path between Mount Zion Church and Highway 321A. The recommended multi-use path would accommodate a shared space for cyclists and pedestrians, create a new accessible crossing of the Caldwell County Railroad, and connect to existing Mission Road sidewalks with a marked crossing of Highway 321A.

In addition to providing direction on NCDOT projects, the draft Plan also recommends concepts that may pursue future grant opportunities. One of these potential projects seeks to link Sawmills Elementary and Veterans Park. The draft recommendation would extend the existing sidewalk in the more residentially developed areas of Sawmills north of May Road and immediately south of Dry Ponds Road. Between May Road and Dry Ponds Road, as well as approaching Veterans Park, the Plan recommends a multi-use path. The trail system

in Veterans Park has recently been paved, and a loop trail is planned to be completed by Duke Energy. Enhanced crossings of Dry Ponds Road and at the Elementary School are also included in the recommended concept.

PUBLIC COMMENT: No one wished to speak.

CLOSE PUBLIC HEARING: Mayor Johnnie Greene asked for a motion to close the public hearing.

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

COUNCIL ACTION: Joe Wesson made a motion, and Rebecca Johnson seconded, to approve the Town of Sawmills Bicycle and Pedestrian Plan. All were in favor.

RECOGNITIONS:

RECYCLE REWARDS WINNER: Mayor Johnny Greene announced Peggy Brookshire, as the June Recycle Rewards winner. A credit of thirty-two dollars (\$32.00) will be added to the current sanitation bill.

No Council action was required.

PLANNING MATTERS:

YEARLY PLANNING REPORT: Town Planner Dustin Millsaps stated that in the Planning Ordinance Section 151.06 it is stated that: An annual report shall be prepared and submitted to the Town Council by May of each year. The report shall include a comprehensive and detailed review of the activities, problems and actions of the Planning Board as well as any budget requests and/or recommendations.

Town Planner Dustin Millsaps stated that the Planning Board met five (5) times between July 2020 and June 2021.

Town Planner Dustin Millsaps stated that the board-related did not have any expenses that occurred in the reporting period. In FY 20-21 Sawmills contracted with the WPCOG for one (1) day a week of planning services.

Town Planner Dustin Millsaps stated that the Board of Adjustments met one (1) time between July 2020 and June 2021. Town Planner Dustin Millsaps stated that the Board of Adjustment approved one (1) zoning variance and one (1) special use permit.

Town Planner Dustin Millsaps stated that he attended various training opportunities, where

the topics included:

- Vacant Housing
- Economic Development
- Quasi-Judicial Hearings
- Plan Review
- Air and Water Quality
- Hazard Mitigation
- Floodplain
- GIS

Town Planner Dustin Millsaps stated that he wrote forty-nine (49) zoning permits, approved two (2) family subdivisions, four (4) minor subdivisions, two (2) recombination and provided zoning assistance to over seventy-five (75) customers, consisting of various prospective buyers, realtors, property owners, developers, and concerned citizens during the last fiscal year.

Town Planner Dustin Millsaps stated that there were sixteen (16) Code Enforcement cases that have been completed and there are three (3) open cases.

No Council action was needed.

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

No one wished to speak.

UPDATES:

JUNE CODE ENFORCEMENT REPORT: Town Planner Dustin Millsaps stated that there are three (3) code enforcement cases open:

- 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;

- Carolyn Bray/Robyn Brittan, 2570 Baker Cir. Abandoned Mobile Home/Garbage and Rubbish. Town Planner Dustin Millsaps stated that he was working with Town Attorney Terry Taylor to abate this property. Town Planner Dustin Millsaps also stated that he will treat this as a Junk and Debris and not minimum housing. If so, the Town can proceed to abate after thirty (30) days of notice. Town Planner Dustin Millsaps stated that he got a quote that will demo entire trailer and haul off all debris including our equipment, labor and fees. Town Planner Dustin Millsaps stated that the quote is four thousand one hundred dollars (\$4,100.00). Town Planner Dustin Millsaps stated that on September 10, 2020, the house was still in the same condition and the Town needed to discuss abatement. Town Planner Dustin Millsaps stated that on November 30, 2020, the he had been in contact with Town Attorney Terry Taylor to get all evidence for this property done with previous Town Planner. Town Planner Dustin Millsaps stated that on February 12, 2021, Council instructed Town Planner to table this case until the May 18, 2021, meeting to see where the property ends up. Town Planner Dustin Millsaps stated that on May 7, 2021, he spoke with Attorney Bruce Vanderbloemen, the estate attorney for Carolyn Bray, and was informed that the house has had all the paperwork finished for the property to be sold in a tax sale at the end of May;
- Denise Dotson/William S Annas, II, 4095 Gatewood Dr. Abandoned Mobile Home/Minimum Housing. Town Planner Dustin Millsaps stated that a complaint was received on March 5, 2020, and a regular NOV letter and a certified NOV letter was sent on March 5, 2020, with a deadline of March 23, 2020. Town Planner Dustin Millsaps stated that the mobile home has been sprayed painted and has an apparent tenant, however, the water meter has been pulled from the property. Property was cleaned up. However, Mr. Annas informed Town Planner Dustin Millsaps that a new tenant has moved in the mobile home. Town Planner Dustin Millsaps stated that a second NOV letter was sent on May 15, 2020 with a deadline of June 15, 2020 for additional garbage on property. Town Planner Dustin Millsaps stated that staff will investigate and work with Town Attorney for possible courses of abatement. Town Planner Dustin Millsaps stated that he went by the property on September 10, 2020

and all garbage has been picked up, however, the house has multiple windows smashed out which is now a minimum housing violation. Town Planner Dustin Millsaps stated that he spoke with property owner and he plans on removing the trailer on November 5, 2020. Town Planner Dustin Millsaps stated that he spoke to William S Annas, II, the property owner, on November 5, 2020 and his plans are removing the mobile home. Town Planner Dustin Millsaps stated that he tried to get in touch with property owner William S Annas, II four (4) times from November 5, 2020 to November 19, 2020 before he would answer the phone for him again, and Town Planner Dustin Millsaps stated he informed property owner Williams S Annas, II that the Town would have to pursue moving the mobile home or fines would occur for him. Town Planner Dustin Millsaps stated that he talked to property owner William S Annas, II on December 8, 2020 and was informed that the property owner had been in contact with an attorney about removal of the mobile home. Town Planner Dustin Millsaps stated that on January 7, 2021, he spoke with property owner William S Annas, II and the property owner stated that he had not worked with his attorney because his attorney had been quarantined multiple times. Town Planner Dustin Millsaps stated that on 2/7/21 he talked with property owner William S Annas, II, again and Mr. Annas stated that he is still talking to his attorney about getting the issue handled. Town Planner Dustin Millsaps stated that he spoke with property owner William S Annas, II, on 4/13/21 and Mr. Annas stated that he is currently in the process of evicting current tenant so that he can tear the mobile home down. Town Planner Dustin Millsaps stated that on June 10, 2021, he spoke with William S Annas, II, and was informed that the tenant has been evicted and the last day for the tenant to move out is June 11, 2021. Town Planner Dustin Millsaps stated that William S. Annas. II informed him that after the evicted tenants time to leave is up, he will get with his attorney to look at his options with the dilapidated trailer.

No Council action was required.

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

- Town Manager Chase Winebarger stated that the Town had purchased a Drone and has already started utilizing it. The drone has been flown over the Legion game, the Wilcox property, two (2) different code enforcement complaints, and the proposed area for the parking lot at Veterans Park. There has been some amazing footage captured and it will be on Facebook and the website soon.
- Town Manager Chase Winebarger stated that the Town has closed on the Wilcox property. Town Manager Chase Winebarger stated that he has been in contact with an architect and has an estimated cost of approximately twenty thousand dollars (\$20,000.00) for site plans to be drawn up. Town Manager Chase Winebarger also stated that there is hay already on the property and that he would like for the Town to allow Mr. Wilcox to cut the hay this year. Town Manager Chase Winebarger stated

that by the time a bid packet is developed, sent out and allowed time for response, the Town would be beyond the time for the second cutting. By the time the hay is ready next year, the Town should have a site plan and timeline developed and can do a bid packet for the hay, if needed, at that time. There were no objections to letting Mr. Wilcox cut the hay this year.

- Town Manager Chase Winebarger stated that on Friday, June 11, 2021, he spoke with Duke Power regarding the parking lot at Veterans Park and was informed that the Town does not need to build a parking lot at this time. Town Manager Chase Winebarger has stated that he asked for that information to be sent to him in writing. Town Manager Chase Winebarger stated that he would still like the Town to do the grading for the parking lot which would cost approximately one hundred fifty thousand dollars (\$150,000.00).
- Town Manager Chase Winebarger stated that at the last Council meeting it was asked if the Town had received the trash cans promised by Republic Services when the contract was signed. Town Manager Chase Winebarger stated that he spoke with Don Phelps at Republic Services and Republic is taking the blame for the Town not receiving the cans. Republic is going to waive the CPI increase (approximately eleven thousand dollars (\$11,000.00)) and begin securing cans to start putting out in Town. there is not an estimated time for delivery as of yet.
- Town Manager Chase Winebarger stated that he had received numerous complaints about speeding in the Doe Run subdivision. To investigate the issue, the Town placed the digital traffic sign that counts traffic, monitors speed, and compiles all the analytics for you at approximately ten (10) different locations in the subdivision. Town Manager Chase Winebarger stated that according to the sign data, approximately fifty-five (55) to sixty-five (65) percent of the vehicles traveling in the Doe Run Subdivision are over the speed limit with twenty-five (25) to thirty-five (35) percent traveling in excess of ten (10) mhp over the posted speed limit of twenty-five (25) mhp. Town Manager Chase Winebarger stated that the vast majority of this is occurring on Moore Acres Dr (which is the main road into the subdivision) and the percentage of vehicles speeding within the development drops around fifteen (15) percent with only around eight (8) percent exceeding ten (10) mhp over the posted speed limit. Town Manager Chase Winebarger stated that he has been approached regarding speed humps on Moore Acres Dr, however, Moore Acres Dr meets all requirements for speed humps but one (1). Council informed Town Manager Chase Winebarger that since there is one (1) requirement not met by Moore Acres Dr that the Town cannot go against policy and put in speed bumps.
- Town Manager Chase Winebarger stated that Baird Park is the home field for the 2021 Post 29 Junior Legion Softball Team (7th-10th Grade Ladies Fastpitch). Town Manager Chase Winebarger stated that there has been one (1) home game already and the feedback has been exceptional. Town Manager Chase Winebarger also stated that the Farmers Market is up and running and is going great.
- Town Manager Chase Winebarger stated that during the May 18, 2021 he was asked to look into the process for code complaints and the possible need to amend the policy regarding who complains and if it must be a written complaint. Town Manager Chase

Winebarger stated that in inspecting the policy, it seems that Town employees have been following a common practice rather than the nuisance ordinance for employees and Council members. Town Manager Chase Winebarger stated that he would still recommend that elected officials not make nuisance complaints, but employees are encouraged to make nuisance complaints. Town Manager Chase Winebarger stated that citizens are still required to fill out a written complaint form per the policy. Town Manager Chase Winebarger stated that he would suggest a change in practice not a change in policy.

- Town Manager Chase Winebarger stated that now that most COVID-19 restrictions are lifted that the Town can start events again. Town Manager Chase Winebarger asked Council what events would like to focus on for the FY 2021/2022:
 - Halloween-team up with the local churches and have a trunk or treat, a festival setting and fireworks. With a date to be determined.
 - Veterans Day-The Town will resume its Veterans Day celebration with Joe Wesson doing the planning. The date will be November 13, 2021.
 - Christmas Tree Lightening-The Town will resume its Christmas Tree Lightening celebration with Melissa Curtis doing the planning. With a date to be determined.
 - Christmas Parade-The Town will resume its Christmas Parade. The date will be December 4, 2021.
 - There will be a Spring Festival with a Spring Car Show. With a date to be determined.
 - Egg Hunt-The Town will resume its Easter Egg Hunt. With a date to be determined.
 - Memorial Day-The Town will resume its Memorial Day Celebration. To be held on Monday, May 30, 2022.
 - Melissa Curtis and Rebecca Johnson will start on beautification of the Town.
- Town Manger Chase Winebarger stated that at this time, the Town does not require landlords to pay a deposit, resulting in the Town, at times, losing large amounts of money that the Town cannot collect. Town Manager Chase Winebarger stated that staff has discussed this matter and that charging landlords a deposit would be the simplest way to be able to collect the money from landlords.

Clay Wilson made a motion, and Rebecca Johnson seconded, to collect a water, sewer and sanitation deposit for all accounts with the exception of business accounts. All were in favor.

COUNCIL COMMENTS:

Joe Wesson wanted to commend everyone for a great budget. Joe Wesson wanted to thank the Town Manager Chase Winebarger, Mayor Johnnie Greene, Town Attorney Terry Taylor and Council for a great job.

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

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

The meeting was adjourned at approximately 7:30pm.

Johnnie Greene, Mayor

Julie A. Good, Town Clerk

AGENDA ITEM 7A

MEMO

DATE:

July 20, 2021

SUBJECT:

Recognition:
Recycle Rewards
Program

Discussion:

The Town of Sawmills would like to congratulate Andrew Tramble on winning the Recycle Rewards Program for the month of July. 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 8A

MEMO

DATE:

July 20, 2021

SUBJECT:

Financial Matters:
Approve Proposed
Iran Divestment Act
Certification with
Western Piedmont
Council of Governments

Discussion:

The Western Piedmont Council of Governments (WPCOG) has stated that they would need an Iran Divestment Act Certification signed stating that the Town of Sawmills is not listed on the Final Divestment List created by the State Treasurer.

Recommendation:

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



Creative Regional Solutions Since 1968

1880 Second Avenue NW | Hickory, NC 28601
PO Box 9026 | Hickory, NC 28603
828.322.9191 | Fax: 828.322.5991 | www.wpcog.org

Name of Counterparty: _____

IRAN DIVESTMENT ACT CERTIFICATION

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Iran Divestment List Verified by:

Western Piedmont Council of Government Employee

Date

Executive Committee: Barbara C. Pennell, Chair | Bob Floyd, Jr., Vice Chair | Jill Patton, Secretary | Johnny Berry, Treasurer | George B. Holleman, Past Chair | **At-Large Members:** Wayne E. Abele, Sr. | Kitty W. Barnes | John E. "Chio" Black | Bob Smyre | **Executive Director,** Anthony W. Starr

Serving: Alexander County | Taylorsville | Burke County | Connelly Springs | Drexel | Glen Alpine | Hildebran | Morganton | Rutherford College | Valdese | Caldwell County | Cajon's Mountain | Cedar Rock | Gamewell | Granite Falls | Hudson | Lenoir | Rhodhiss | Sawmills | Catawba County | Brookford | Catawba | Claremont | Conover | Hickory | Long View | Maiden | Newton

AGENDA ITEM 8B

MEMO

DATE:

July 20, 2020

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 expired on June 30, 2021 and will need to be renewed. If renewed, the enclosed contract will be effective starting July 1, 2021 and ending June 30, 2022.

The amount of the contract will not exceed twenty-four thousand six hundred eighty-eight dollars (\$24,688.00) and will be billed in four (4) quarterly payments of six thousand one hundred seventy-two dollars (\$6,172.00). This expenditure is included in the FY 2021-2022 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, 2021- JUNE 30, 2022

This AGREEMENT, entered into on this the first day of July, 2021, 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 **\$24,688** (twenty-four thousand six hundred and eighty dollars) during the period beginning July 1, 2021 and ending June 30, 2022. These fees will be billed in four quarterly payments of **\$6,172** (six thousand one hundred and seventy-two dollars).

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, 2021 and ending June 30, 2022.
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

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, 2021 – JUNE 30, 2022
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 \$24,688 (twenty-four thousand six hundred and eighty dollars) during the period beginning July 1, 2021 and ending June 30, 2022. These fees will be billed in four quarterly payments of \$6,172 (six thousand one hundred and seventy-two dollars).

AGENDA ITEM 8C

MEMO

DATE:

July 20, 2021

SUBJECT:

Financial Matters:
Approve Proposed
Contract with
Western Piedmont
Council of Governments
For the Provision of
Stormwater Utility
GIS Mapping Services

Discussion:

Attached with to this memo is a contract from the Western Piedmont Council of Governments for the Provision of Stormwater Utility GIS Mapping Services. The enclosed contract will be effective starting July 1, 2021 and ending December 31, 2025.

The amount of the contract will not exceed thirty-four thousand six hundred sixty-eight dollars (\$34,668.00) and will be billed in four (4) equal annual payments of eight thousand six hundred sixty-seven dollars (\$8,667.00). This expenditure is included in the FY 2021-2022 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
STORMWATER UTILITY GIS MAPPING SERVICES:
JULY 1, 2021- DECEMBER 31, 2025

This AGREEMENT, entered into on this the first day of July, 2021, 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 **\$34,668** (Thirty-four thousand six hundred and sixty-eight dollars) during the period beginning July 1, 2021 and ending December 31, 2025. These fees will be billed in four equal annual payments of **\$8,667** (Eight thousand six hundred and

sixty-seven dollars).

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, 2021 and ending December 31, 2025.
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

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
STORMWATER UTILITY GIS MAPPING SERVICES:
JULY 1, 2021 – DECEMBER 31, 2025
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 Stormwater Utility GIS Mapping 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 map and update the Local Government's GIS database for its stormwater utilities as outlined in the local government's Stormwater Management Plan. This includes:

Outfalls and receiving waters

- Storm sewer pipes
- Open channel conveyances (swales, ditches, etc.)
- Catch basins/inlets/Culverts
- Flow Directions
- Interconnections with other MS4s and other storm sewer systems
- Municipally-owned stormwater treatment/retention structures (including but not limited to)
 - detention and retention basins
 - infiltration systems
 - bioretention areas
 - water quality swales
 - gross particle separators
 - oil/water separators
 - other proprietary systems

The mapping of stormwater utilities will be used for Illicit Discharge Detection and Elimination activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.

II. 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 field and physical location of the Planning Agency. 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 provide automobiles 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 tablets and smartphones, as well as 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.

III. 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 **\$34,668** (Thirty-four thousand six hundred and sixty-eight dollars) during the period beginning July 1, 2021 and ending December 31, 2025. These fees will be billed in four equal annual payments of **\$8,667** (Eight thousand six hundred and sixty-seven dollars).

AGENDA ITEM 8D

MEMO

DATE:

July 20, 2021

SUBJECT:

Financial Matters:
Approve Proposed
Contract with
Western Piedmont
Council of Governments
For Assistance in Supporting
the Western Piedmont
Stormwater Partnership

Discussion:

The Western Piedmont Council of Governments will work with the Town of Sawmills to adapt the work plan and priorities as needed to satisfactorily implement requirements in NPDES Phase II Permits and Management Plans. The enclosed contract will be effective July 1, 2021 and ending June 30, 2023.

The amount of the contract will not exceed twenty-four thousand four hundred nine dollars (\$24,409.00) and will be billed in eight (8) quarterly payments of three thousand fifty-one dollars and thirteen cents (\$3,051.13). This expenditure is included in the FY 2021-2022 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 ASSISTANCE IN SUPPORTING THE WESTERN PIEDMONT
STORMWATER PARTNERSHIP
JULY 1, 2021 – JUNE 30, 2023

This AGREEMENT, to be effective on the 1st day of July, 2021, 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, 2021 and ending June 30, 2023 is not to exceed **\$24,409** (twenty-four thousand four hundred and nine dollars). These fees will be billed in eight quarterly payments of **\$3,051.13** (three thousand fifty-one dollars and thirteen 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, 2021 and ending June 30, 2023.
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, 2021 – JUNE 30, 2023

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 8E

MEMO

DATE:

July 20, 2021

SUBJECT:

Financial Matters:
Approve Proposed
Contract with
Western Piedmont
Council of Governments
For Provision of ADA
Planning Assistance

Discussion:

The Western Piedmont Council of Governments will conduct accessibility site evaluation surveys of all Local Government/Town facilities and provide the Town with a comprehensive and accurate accessibility compliance survey. The enclosed contract will be effective starting July 1, 2021 and ending June 30, 2023.

The amount of the contract will not exceed six thousand three hundred five dollars (\$6,305.00) and will be billed in eight (8) quarterly payments of seven hundred eighty-eight dollars and thirteen cents (\$788.13). This expenditure is included in the FY 2021-2022 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
ADA PLANNING ASSISTANCE:
JULY 1, 2021- JUNE 30, 2023

Agreement for ADA Planning Assistance Services

This AGREEMENT ("Agreement") is entered into by and between (WPCOG) Western Piedmont Council of Governments ("Planning Agency"), with a primary place of business at 1880 2nd Ave NW, Hickory, NC 28601, and Local Government, the Town of Sawmills ("Town of Sawmills" or "Client") on the 1st day of July, 2021 through the 30th day June, 2023. The parties hereby agree to the following terms and conditions: The parties hereby 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 Exhibit 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:

ENGAGEMENT

The Town of Sawmills desires the Planning Agency to conduct accessibility site evaluation surveys of all Local Government/ Town facilities. The Planning Agency shall, pursuant to the terms of this Agreement, provide to the Town of Sawmills a comprehensive and accurate accessibility compliance survey. The Planning Agency services (the "Services") relating to the application of the Americans with Disabilities Act of 1990, and any other state laws, regulations, and codes relating to access for individuals with disabilities to public accommodations, including all amendments thereto (collectively, the "Access Laws for Individuals with Disabilities") shall provide an inventory and transition plan to the Town of Sawmills. Time and accuracy shall be of the essence in the performance of all services. The Planning Agency is knowledgeable in the business of providing the services, and agrees that (a) the Town of Sawmills is relying upon Planning Agency's knowledge, (b) time is of the essence in completing the services, and (c) it will perform all services in an expert, competent, accurate, professional, and comprehensive manner.

SERVICES: See Exhibit A below

COMPENSATION: See Exhibit B below

TERMINATION FOR CONVENIENCE

The Town of Sawmills may terminate this Agreement in whole or in part, within 90 days, upon a written notice to the Planning Agency. Such termination shall be effective upon delivery of a notice of termination to the Planning Agency specifying the effective date of the termination and the extent of the services to be terminated.

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE TOWN OF SAWMILLS
FOR THE PROVISION OF
ADA PLANNING ASSISTANCE:
JULY 1, 2021- JUNE 30, 2023

In the event of such termination, the Town of Sawmills shall pay the Planning Agency owed amounts, including expenses, for the services completed prior to the effective date of the termination, and such payment shall be the Planning Agency's sole remedy against the Town of Sawmills. Under no circumstances will the Planning Agency be entitled to anticipatory or unearned profits, consequential or special damages, or any other damages as a result of a termination or partial termination of this Agreement.

OBLIGATIONS UPON TERMINATION

In the event of termination, the Planning Agency shall immediately stop services in accordance with the notice provided by the Town of Sawmills.

Upon termination, the Planning Agency shall turn over to the Town of Sawmills all finished and unfinished reports and other written services of any kind or quality prepared or generated in connection with the services under this Agreement, including providing copies on computer disks or other applicable media of all such services or materials that were prepared in electronic or digital form, excluding intellectual property that is owned by the Planning Agency.

MISCELLANEOUS PROVISIONS

- a) **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
- b) **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.
- c) **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed during the period beginning July 1, 2021 and ending June 30, 2023. This Agreement shall be deemed to be governed by North Carolina law applicable to contracts which are made, entered into and performed entirely within the State of North Carolina.
- d) **Modification.** This Agreement and its Exhibits, contain the entire agreement of the parties hereto in relation to the subject matter hereof and supersede all other agreements, both written and oral, between the parties. This Agreement may not be amended except by a writing executed and agreed on by all parties.
- e) **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.

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE TOWN OF SAWMILLS
FOR THE PROVISION OF
ADA PLANNING ASSISTANCE:
JULY 1, 2021- JUNE 30, 2023

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.

- f) **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.
- g) **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.
- h) **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: _____ Date _____
Mayor

By: _____ Date _____
Executive Director

PLANNING AGENCY:

By: _____ Date _____
Town Manager

By: _____ Date _____
Chairman

Pre-audit statement:

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

By: _____ Date _____
Local Government Finance Officer

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE TOWN OF SAWMILLS
FOR THE PROVISION OF
ADA PLANNING ASSISTANCE:
JULY 1, 2021- JUNE 30, 2023

EXHIBIT A: SERVICES

The following services are presented as descriptive of the work 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:

A.1

SITE EVALUATION SURVEY.

The Planning Agency shall conduct a Site Evaluation Survey ("SES" or "Survey") of Government/ Town owned facilities identified by the Town of Sawmills. The SES shall use the Planning Agency's evaluation tools and documents to evaluate the facility with: (i) the currently enforceable requirements of the Americans with Disabilities Act (Appendix A to 28 CFR Part 36 - Standards for Accessible Design establishing minimum standards for ensuring accessibility when designing and constructing a new facility or altering an existing facility) and (ii) applicable state accessibility laws or codes related to the design or construction of facilities. Collectively these are referred to herein as "the applicable laws, regulations and codes."

The SES shall only include the evaluation of features in those portions of a facility that are used by the general public. Without limiting the foregoing, the scope of the SES shall not include any portion of any facility that is utilized primarily by the employees, vendors or contractors of Client. The Planning Agency will produce the report with the specific facilities reported by the Client, as being Town Owned. (This list should include any/all property owned by Client being leased or rented, such as ball fields, doctor offices, parking lots, retail stores etc...)

The Planning Agency shall not be responsible for conducting any testing of any telephone, fire alarm or any other alarm system, any assistive listening system or any other electronic device of any nature whatsoever. The Planning Agency shall not be responsible for examining any feature or facility outside the boundary (the boundary does include the parking lots) of a facility, including, without limitation, any feature in any public right-of-way. If parking for any facility is located in a multi-tenant lot, the Planning Agency shall only analyze those spaces that appear to be attributable to the facility in question, unless Client owns both lots/properties. As to the analysis of paths of travel, the Planning Agency shall select and analyze all possible paths of travel that will connect the features or elements to be evaluated, including the public right of way, but in no case extending beyond the boundary of the facility. Surveys of co-branded sites shall be limited to areas solely under the control and authority of the Client.

The SES evaluates existing site improvements at the time of survey only and does not include permit history evaluation or investigation as to chronological condition of improvements that may have been required at time of initial construction or subsequent alteration under state, federal or local laws or building codes. No destructive testing of any degree will be accomplished in order to determine recommended retrofit parameters; recommendations for possible retrofit of existing improvements to enhance access by individuals with disabilities, if any, are based on surveyors' inspection and experience.

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE TOWN OF SAWMILLS
FOR THE PROVISION OF
ADA PLANNING ASSISTANCE:
JULY 1, 2021- JUNE 30, 2023

If the Planning Agency encounters unsafe or hazardous conditions at the Town of Sawmills sites that do not reasonably allow the Planning Agency to perform the services, then the Planning Agency will immediately notify the Town of Sawmills. In conducting the surveys, Planning Agency agrees to use all reasonable efforts not to interfere with Client's business operations. The Planning Agency also acknowledges that between the hours of 11:30 A.M. to 1:00 P.M. and 5:00 P.M. to 7:00 P.M. (collectively, "Peak Hours"), Planning Agency may encounter delays in conducting surveys caused by customer traffic.

A.2

REPORT.

For each Site, Planning Agency shall memorialize the findings of each SES in an electronic standardized report to the Town of Sawmills ("Report"). The reports and the data therein will be made available to the Client through email, postal mail, or hand delivered. The report shall compare each noncompliant area, feature or item surveyed and evaluated by the Planning Agency with the applicable laws, regulations and codes noted above. The report shall designate those areas that do not reflect compliance with the applicable laws, regulations and codes noted above as to each surveyed and evaluated area, feature or item.

In the event that any specific area, feature or item (or portion thereof) does not reflect compliance with the applicable laws, regulations and codes, the Planning Agency shall make a simple and general "recommendation". The recommendation is derived from a basic examination of each subject feature and represents only one possible physical solution to bring the subject feature into compliance with the applicable laws, regulations and codes.

Recommendations shall be accompanied by an approximate cost based off of current market cost, where applicable and available, that shall assign rough budget estimates to each suggested recommendation contained in the report. The budget estimates are in order to determine "order of magnitude" costs, not to be confused with level of impact, and the Planning Agency shall have no liability whatsoever in connection with the accuracy of any budget estimates. Accuracy of budget estimates shall be established by the Town of Sawmills engineer/contractor of choice, to complete the steps necessary for compliance.

Client shall provide sufficient notification to the management of each of the facilities regarding the performance of the SES's and, furthermore, agrees to allow the Planning Agency full access to the public areas of each of the Facilities. The Planning Agency agrees to provide such services at times convenient to Client so as not to unduly disrupt Client's business operations, but still stay within the time frame of the contract. Prior to the initiation of the services, Client shall provide the Planning Agency with all identification and documentation required in gaining access to the facilities.

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE TOWN OF SAWMILLS
FOR THE PROVISION OF
ADA PLANNING ASSISTANCE:
JULY 1, 2021- JUNE 30, 2023

EXHIBIT B: COMPENSATION

The following budget is presented as a dollar amount called for in the agreement concerning planning activities by the Western Piedmont Council of Governments for the Town of Sawmills.

Contract amount includes: setup, services, inventory, support, updates, data storage, documentation, reporting, cost analysis, transition plan, and maintenance. The web service and set up will be maintained by the Client, unless contract arrangements are made for web service maintenance with the Planning Agency. A separate contract between Client and the Planning Agency will be created for any website design or maintenance for ADA compliance.

YEAR 1

Phase 1 - Sign Contract: Local Government/ Planning Agency

Phase 2 – Inventory: Create Database for Facilities/Signalized Intersections/Sidewalks/Curbs/Parking Lots/Signage/Bus Stops/Parks/Greenways/And Creation of all Documents

Phase 3 - Reporting to Town/DOJ/ADA in accordance to the US Access Board

Phase 4 - Cost Analysis/Estimate to Correct Non-Compliant Areas Listed in Phase 2

YEAR 2

Phase 5 - Transition Plan: Coordination of the Town's Capital Improvements Plan and the site evaluation survey to establish a timeline for the Critical /Medium /Low Impact Areas to be corrected

Phase 6 – Maintenance of all Changes/Improvements to Documents: Inventory List, Reports, Transition Plan, support for changes to website, complaints and final certificate of occupancies (COs).

COST:

That for the purpose of providing the funds for carrying out this two year contract, the Local Government will pay the Planning Agency a fee not to exceed **\$ 6,305.00 (six thousand three hundred and five dollars)** during the period beginning **July 1, 2021 and ending June 30, 2023**. These fees will be billed in **eight quarterly payments of \$788.13** (seven hundred eighty-eight and thirteen cents).



Western Piedmont
Council of Governments
Community & Regional Planning

COMMUNITY ADA PLANNING

WPCOG SERVICES

The American with Disabilities Act (ADA) prohibits discrimination against individuals living with a disability. Title II of ADA specifically addresses making public services, programs, buildings, parks, trails, streets and sidewalks accessible to all. Local governments maintaining public facilities and services must comply with ADA accessibility requirements.

SERVICES

Community ADA Planning

WESTERN PIEDMONT COUNCIL OF GOVERNMENTS

WHAT SERVICES CAN YOU EXPECT?

WPCOG can assist local governments perform compliance checks and accessibility assessments for a variety of public space infrastructure. Performing a self-evaluation enables you to pinpoint facilities, programs, and services that must be modified or relocated to comply with the ADA and ultimately, develop an appropriate Transition Plan to address these non-compliant issues.



WPCOG offers services that help identify problem areas and recommend cost-effective solutions for implementation. Our experienced team can lead you through the process, including:

Our skilled staff can streamline this process to a successful completion. Our team can perform self-evaluations of facilities in the public rights-of-way to identify and record non-compliance with the latest ADA standards. We will provide strategy, guidance, and insight to help with your self-evaluation and ensure your ADA Transition Plan is in place.

- Designating an ADA coordinator
- Providing public notice about ADA requirements
- Establishing a grievance procedure
- Developing local design standards
- Completing a customized self-evaluation of public facilities
- Preparing a transition plan
- Approving implementation schedules and budget
- Monitoring implementation progress
- Assisting with ADA training



CONTACT:

AGENDA ITEM 9A

MEMO

DATE:

July 20, 2021

SUBJECT:

Discussion:
Intersection of
Sawmills School Rd
and Dry Ponds Rd

Discussion:

Staff has been made aware of numerous accidents and/or deaths due to traffic accidents at the intersection of Sawmills School Rd and Dry Ponds Rd. This intersection is a Department of Transportation (DOT) road, not a Town road. Staff would like for Council to discuss the matter and see if DOT should be contacted for a stoplight or some other deterrent to help with the intersection.

Recommendation:

Staff recommends Council discuss this matter.

AGENDA ITEM 9B

MEMO

DATE:

July 20, 2021

SUBJECT:

Discussion:
Resolution Addressing
4110 Ardmore Ln

Discussion:

Staff has been made aware of numerous issues at 4110 Ardmore Ln.

Recommendation:

Staff recommends Council discuss this matter.

AGENDA ITEM 11A

MEMO

DATE:

July 20, 2021

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
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 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.
2570 Baker Circle	Carolyn Bray/ Robyn Brittan	Abandoned Mobile Home/Garbage and Rubbish	Working with attorney to abate. Will treat as Junk and Debris and not minimum housing. If so the town can proceed to abate after 30 days of notice. Got a Quote that will demo Empire trailer and how off all debris including our equipment labor and fees. Total:\$4,100.00) Dustin-9/10 House is still in same condition, need to discuss abatement. 11/30/20 Have been in contact with Terry Taylor to get all evidence for this property done with the previous planner. 2/12/2021 Hold off till May meeting to see where this property ends up. 5/7/2021 Talked with Vanderbloomen (Estate Lawyer) today, says the house has had all its paperwork done to be pushed for a tax sale. 7/2/2021 Vanderbloomen has assumed rights over the property. 7/9/2021 Looks to be vacant.
4095 GATEWOOD DR	DENISE DOTSON/WILLIAM S ANNAS II	Abandoned Mobile Home/Minimum Housing	Complaint Received 3/5. A regular letter and a certified Letter was sent on 3/5. Deadline of 3/23/2020. Trailer has been spray painted and has an apparent tenant. However, Water meter was pulled from property. Property was cleaned up. However, Mr. Anna's informed me that a new tenant has moved into the mobile home. Second letter was sent 5/15/2020 for additional garbage on property. Deadline is 6/15/2020. Staff will investigate and work with attorney for possible courses of abatement. Dustin-9/10 All garbage is picked up, however the house has multiple windows smashed out. This is a minimum housing issue. 11/5/20 Have spoken with property owner2, he plans on removing the trailer. 11/19/20-Tried getting in contact with owner 4 times before he answered again, told him he would have to pursue moving the trailer or fines will occur for him. 12/8/20 Property owner has been in contact with lawyers about getting the trailer removed from the property. 1/7/2021 Property owner still has not worked with property owner because the lawyer has been quarantined multiple times. 2/7/2021 Talked to the property owner again and he said that he is in talks with his lawyer still about getting this issue handled. 4/13/2021 Talked to Steve again, currently in the process of evicting current tenant so that he can tear it down. 6/10/2021 - Owner of the property has officially evicted the tenant living in the camper. Tenant is supposed to move out officially tomorrow (6/11). Owner says after this happens he will get with the lawyer to look at his options with the dilapidated trailer. 7/1/2021 People living in the trailer have officially been evicted. Owner seeing next steps for what he can do with the trailer. 7/9/2021 Owner is currently ripping everything out of the house and looks to me remodeled.
4113 HORSESHOE BEND RD	GLEN, CLEO, AND DOUG SAWYER	RUBBISH	7/2/2021 letter was sent out for tall grass, looks like it hasn't been mowed in the past season. 7/9/2021 Problem still persist.
	Open Violation		
	Open Violation (Older Than 60 Day)		
	Open Violation (in Limbo)		
	Successfully Closed Violation		