

## **AGENDA**

### **Regular Meeting of the Sawmills Town Council Sawmills Town Hall**

**Tuesday, July 17, 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                       |                      |
|     | A. June 19, 2018 Regular Meeting Minutes      | Mayor Johnnie Greene |
| 6.  | Public Comment                                | Mayor Johnnie Greene |
| 7.  | Recognitions:                                 |                      |
|     | A. Recycle Rewards                            | Mayor Johnnie Greene |
|     | B. Recognition of Sherry Storie               |                      |
| 8.  | Financial Matters:                            |                      |
|     | A. Caldwell County D.A.R.E. Donation Request  | Mayor Johnnie Greene |
|     | B. Disposal of Unscheduled Records            | Mayor Johnnie Greene |
| 9.  | Discussion:                                   |                      |
|     | A. Water and Sewer GIS Development Agreements | Mayor Johnnie Greene |
|     | B. Nuisance Ordinance Overview                |                      |
| 10. | Public Comment                                | Mayor Johnnie Greene |
| 11. | Updates:                                      |                      |
|     | A. Code Enforcement Report                    | Mayor Johnnie Greene |
|     | B. Council Comment                            | Mayor Johnnie Greene |
| 12. | Adjourn                                       | Mayor Johnnie Greene |

**TUESDAY, JUNE 19, 2018  
TOWN OF SAWMILLS REGULAR COUNCIL MEETING  
6:00 PM**

**COUNCIL PRESENT**

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

**STAFF PRESENT**

Christopher Todd  
Terry Taylor  
Julie A Good

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

**INVOCATION:** John Jernigan, member of Union Grove Baptist Church, 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 June 19, 2018 Agenda.

Keith Warren made a motion, and Joe Norman seconded, to adopt the June 19, 2018 Agenda. All were in favor.

**APPROVE MAY 3, 2018 BUDGET MEETING MINUTES:** Mayor Johnnie Greene asked for a motion to approve the May 3, 2018 budget meeting minutes.

Joe Norman made a motion, and Rebecca Johnson seconded, to approve the May 3, 2018 budget meeting minutes. All were in favor.

**APPROVE MAY 15, 2018 REGULAR MEETING MINUTES:** Mayor Johnnie Greene asked for a motion to approve the May 15, 2018 regular meeting minutes.

Keith Warren made a motion, and Joe Norman seconded, to approve the May 15, 2018 regular meeting minutes. All were in favor.

**APPROVE MAY 22, 2018 SPECIAL MEETING MINUTES:** Mayor Johnnie Greene asked for a motion to approve the May 22, 2018 special meeting minutes.

Joe Norman made a motion, and Keith Warren seconded, to approve the May 22, 2018 special meeting minutes. All were in favor.

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

Loraine Grogan, owner of Grogan's Small World on Sawmills School Road, wanted to talk about the homeless people in Sawmills. There are squatters and homeless people at three (3) houses around her business and it is making the parents of her children uncomfortable. If the Town does not do something soon she will lose her business.

Donnie Potter, Caldwell County Commissioner and citizen of Sawmills, also wanted to talk about the homeless people in Sawmills and the three (3) homes across from Grogan's Small World and Sawmills Elementary School.

**RECOGNITIONS:**

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

No Council action was required.

**PUBLIC HEARING: FY 2018-2019 BUDGET:**

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

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

**STAFF COMMENTS/RECOMMENDATIONS:** Town Administrator Christopher Todd 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 2018-2019 totals three million two hundred eighty-one thousand seven hundred ninety-four dollars (\$3,281,794.00). A few highlights of the proposed budget include no property tax increase; six percent (6%) increase of the sewer rates; decrease in water rates with creation of multi-tiered structure; an appropriation of Water and Sewer Fund reserves will be made this fiscal year; maintains current level of services; maintains current levels of benefits for employees. The Town will also maintain its current levels of service to the citizens.

**PUBLIC COMMENT:** Mayor Johnny Greene asked if anyone wished to speak on the FY 2018-2019 Budget.

Kelly Price stated that he would have liked to see the water base rate go down instead of the tiered structure. Mr. Price stated that the customers with the average usage will be paying more than the business. Mr. Price also spoke against the sewer rates going up.

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

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

**COUNCIL ACTION:** Clay Wilson made a motion, and Joe Norman seconded, to adopt the FY 2018-2019 Budget. All were in favor.

#### **DISCUSSION:**

**STORMWATER DISCHARGE PROGRAM AGREEMENT:** Town Administrator Christopher Todd stated that the current agreement between the City of Lenoir and the Town of Sawmills for the Storm Water Discharge Program needs to be renewed. The renewal Agreement will cover the period of July 1, 2018 to June 30, 2019. The cost the Town will pay the City of Lenoir to continue responsibility of the plan is thirteen thousand one hundred four dollars and ninety-three cents (\$13,104.93).

Joe Norman made a motion, and Rebecca Johnson seconded, to adopt the renewal Agreement with the City of Lenoir in the amount of thirteen thousand, one hundred four dollars and ninety-three cents (\$13,104.93). All were in favor.

**SIXTH AMENDMENT TO TOWN OF SAWMILLS LICENSING AGREEMENT:** Town Administrator Christopher Todd stated that the current licensing agreement between the Town of Sawmills and the Sawmills Optimist needs to be renewed. The renewal licensing agreement will cover the period of July 1, 2018 through June 30, 2019.

Jeff Wilson made a motion, and Joe Norman seconded, to adopt the Sixth Amendment to Town of Sawmills Licensing Agreement. All were in favor.

**AIA GRANT AND RESOLUTION:** Town Administrator Christopher Todd stated that the Town had been awarded an Asset Inventory and Assessment (AIA) Grant through the Department of Environmental Quality (DEQ) to create a GIS for the Town's drinking water infrastructure. This grant would help to with the necessary field work, technical expertise, software, and hardware needed for the system. The Town qualified for ninety-five percent (95%) funding through the DEQ qualifications for the AIA grant. The total cost of the GIS program is expected to be eighty-eight thousand five hundred dollars (\$88,500.00) of which

DEQ is offering the Town eighty-four thousand two hundred nine dollars (\$84,209.00) in grant funding. The Town would be responsible for the remaining necessary funds.

The Town Council has included the necessary funds for this project in the Fiscal Year 2018-2019 Budget.

This project would be completed with the help of the Western Piedmont Council of Governments.

Clay Wilson made a motion, and Joe Norman seconded, to adopted the Asset Inventory and Assessment (AIA) Grant through the Department of Environmental Quality (DEQ) as written. All were in favor.

#### **PLANNING MATTERS:**

**ANNUAL PLANNING BOARD REPORT:** Town Planner Becca Bleich 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 Becca Bleich stated that the Planning Board has met one (1) time from April 2017 to May 2018. Town Planner Becca Bleich also stated that the Planning Board met in February 2018.

Town Planner Becca Bleich stated that the Board of Adjustments had not met between April 2017 and May 2018.

Town Planner Becca Bleich stated that she wrote forty-six (46) zoning permits, approved three (3) subdivisions and provided zoning assistance to over eighty (80) customers, consisting of various prospective buyers, realtors, property owners, developers, and concerned citizens since April 2017.

Town Planner Becca Bleich stated that there were seventeen (17) Code Enforcement cases that have been completed.

No Council action was needed.

#### **PUBLIC COMMENT:**

No one wished to speak.

**JUNE CODE ENFORCEMENT REPORT:** There are eleven (11) code enforcement cases open:

- Teresa Annas Compton is the owner of a dilapidated house located at 4476 Sawmills School Road. 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;
- Carolyn Bray/Robyn Brittan, owner of 2570 Baker Cir. Abandoned mobile home. Town Planner Becca Bleich stated in order to move forward 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. Town Planner Becca Bleich stated that she believes that Town Administrator Christopher Todd and Mr. McRary have agreed on a place for relocating the shipping container. The Town has determined which transport service will be utilized. Town Administrator Christopher Todd will have timeframe for the relocation;
- Jose Montes, owner 4321 Cherokee Court. High grass/junk vehicles. Town Planner Becca Bleich stated that she spot checked property on April 4, 2018. There was one car in the cul-de-sac. Still no proper driveway has ever been installed. Town Planner Becca Bleich stated that a letter was sent on April 4, 2018, giving the owner thirty (30) days to install a driveway;
- Janice Griffin, Trustee of Iona Griffin, 2148 Oaktree Ln. Abandoned, partially burned apartment building. Town Planner Becca Bleich stated that the former Town Planner Leslie M. Meadows spoke with lead contractor Lewis Miller, of Lewis Miller Construction on March 8, 2018. Mr. Miller stated that he is still waiting for the report from the structural engineer to determine what's salvageable of what remains of the burnt structure. Once cleared to begin reconstruction, Mr. Miller anticipates six (6) to eight (8) months for completion. Town Planner Becca Bleich will continue to monitor;
- Midland IRA, owner of 5711 Dream View Point. Nonconforming accessory structure. Town Planner Becca Bleich stated that she spot checked property in April. An accessory structure has been placed on the property before the principal structure has been constructed. Letter was sent on May 23, 2018 with a deadline to remove structure by June 7, 2018;
- Jane Greene, owner of 4446 Villa Ln. Outdoor storage encroaching on neighbor. Town Planner Becca Bleich stated that she spot checked the property on April 18, 2018. The brush pile in the rear yard needs to be removed and tarp in the carport needs to be replaced. Town Planner Becca Bleich stated that a letter was sent on April 18, 2018 with a deadline of May 3, 2018. Town Planner Becca Bleich stated that she would continue to monitor property and research necessary resolutions;

- Grant and Jamie Morte, renters of 4515 Betts St. Livestock (goats) in platted subdivision. Town Planner Becca Bleich stated that the complaint was verified and a NOV letter sent to landowner of rental property with a deadline of April 5, 2018. Town Planner Becca Bleich stated that the Town received another complaint on May 29, 2018. Town Planner Becca Bleich stated that another letter was sent on May 29, 2018 with a deadline of June 14, 2018;
- John Wilcox, owner of Janette's Way lot 6. Overgrown vegetation. Town Planner Becca Bleich stated that she spot checked property on April 18, 2018. A NOV letter was sent on April 18, 2018 with a deadline of May 3, 2018;
- Chun Walker, owner of 4125 Shoun Dr. Overgrown vegetation. Town Planner Becca Bleich stated that she spot checked property on May 23, 2018. A NOV letter was sent on May 23, 2018 with a deadline of June 7, 2018;
- Deborah Murphy, owner of 5538 Land Harbour Dr. Nonconforming accessory structure. Town Planner Becca Bleich stated that she spot checked the property on May 22, 2018. Town Planner Becca Bleich stated that there is no issue with the accessory structure in question. There is, however, a port-a-potty on the property from construction being done on the house. Town Planner Becca Bleich stated she will continue to monitor the property.

No Council action was required.

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

Jeff Wilson wanted to thank everyone for coming out.

Clay Wilson wanted to thank everyone for coming out.

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

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

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Johnnie Greene, Mayor

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Julie A. Good, Town Clerk

**AGENDA ITEM 7A**

**MEMO**

**DATE:**

July 17, 2018

**SUBJECT:**

Recognition:  
Recycle Rewards  
Program

**Discussion:**

The Town of Sawmills would like to congratulate Teddy Wilson 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 7B**

**MEMO**

**DATE:**

July 17, 2018

**SUBJECT:**

Recognition:  
Sherry Storie

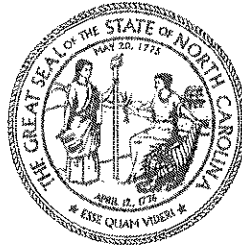
**Discussion:**

The Town of Sawmills would like to congratulate and honor Sherry Storie for her efforts in having the month July 2018 declared Arachnoiditis Awareness month in North Carolina. Sherry Storie submitted a proclamation to Governor Cooper's office, explaining the need to make more people aware of arachnoiditis and its increasing prevalence.

Attached with this memo is a copy of the signed and sealed proclamation by Governor Cooper, stating that July 2018 be Arachnoiditis Awareness month.

**Recommendation:**

No Council action is required.



# State of North Carolina

**ROY COOPER**

**GOVERNOR**

## **ARACHNOIDITIS AWARENESS MONTH**

**2018**

**BY THE GOVERNOR OF THE STATE OF NORTH CAROLINA**

### **A PROCLAMATION**

**WHEREAS**, arachnoiditis is a rare acute inflammatory disease that affects the membranes that cover and protect the brain, spinal cord, and nerve roots; and

**WHEREAS**, this inflammation causes a variety of neurological deficits and chronic, debilitating neuropathic pain; and

**WHEREAS**, the causes of arachnoiditis include injury due to surgical interventions, especially spinal operations; trauma to the spinal cord; epidural prolapse, injections, or other damage; and infections that may cause viral, fungal, or bacterial meningitis; and

**WHEREAS**, the precise prevalence and incidence of arachnoiditis is unknown; however, estimates suggest that as many as 11,000 new cases occur each year in the United States; and

**WHEREAS**, arachnoiditis affects more females than males, which is the presumed result of more than 60 percent of pregnant women in the United States and other countries receiving spinal or epidural anesthesia during childbirth; an estimated four percent of these women develop this disease; and


**WHEREAS**, currently, there is no complete cure for arachnoiditis, but there are therapies that may lessen the associated chronic pain and suffering; and

**WHEREAS**, because this disease can occur due to complications of surgery or epidural injection, increased awareness is imperative for both the public and our health care providers; and

**WHEREAS**, the State of North Carolina encourages people to learn about the risk and symptoms of arachnoiditis, advocate research for a cure, and support those and their families affected by this disease in our communities;

**NOW, THEREFORE, I, ROY COOPER**, Governor of the State of North Carolina, do hereby proclaim July, 2018, as "ARACHNOIDITIS AWARENESS MONTH" in North Carolina, and commend its observance to all citizens.



  
Roy Cooper  
Governor

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Great Seal of the State of North Carolina at the Capitol in Raleigh this twenty-sixth day of June in the year of our Lord two thousand and eighteen and of the Independence of the United States of America the two hundred and forty-second.

**AGENDA ITEM 8A**

**MEMO**

**DATE:**

July 17, 2018

**SUBJECT:**

Financial Matters:  
Request for Donation

**Discussion:**

The Town has received a request from Caldwell County D.A.R.E. for a donation in the amount of two hundred dollars (\$200.00).

There are sufficient funds in the budget for this request.

**Recommendation:**

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



**Town of Sawmills**

Johnnie Greene, Mayor

Christopher Todd, Town Administrator

**Funding Request:**

|   |                                 |                            |
|---|---------------------------------|----------------------------|
| Name of Organization: <u>Caldwell County DARE</u> |                                 | Phone #: <u>8284640151</u> |
| Permanent Address: <u>239 Morganston Blvd SW</u>  |                                 |                            |
| City: <u>Lenoir</u>                               | State: <u>NC</u>                | Zip Code: <u>28645</u>     |
| Contact Name: <u>Jon Hawn</u>                     | Fed Tax ID #: <u>56-6001967</u> |                            |

|  |  |
|--|--|
| Amount Requested: <u>200</u>   | Amount needed for the Project: _____   |
| Date Funds Needed: <u>After July / Prior to August</u>   | Project Begin/End Dates: <u>8-1-18</u> |
| Complete description of project:<br><u>Dave Golf tournament - Proceeds used to provide materials for school children in the county</u> |  |
| How will the funds be used?:<br>_____<br>_____   |  |
| How will this project benefit the community?:<br>_____<br>_____  |  |

|  |                |   |  |
|--|----------------|---|--|
| Date application received: <u>7/10/2018</u>                        |                | <u>Official Town Use Only</u>               |  |
| Date approved/denied (circle one): _____                           |                | Date presented to Council: <u>7/17/2018</u> |  |
| Available balance in Governing Body Expense Acct: <u>42,000.00</u> |                | Amount approved: _____                      |  |
| Date check written: _____  | Check #: _____ | Amount: _____                               |  |

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

**AGENDA ITEM 8B**

**MEMO**

**DATE:**

July 17, 2018

**SUBJECT:**

Financial Matters:  
Disposal of  
Unscheduled Records

**Discussion:**

The attached list shows all records that staff would like to destroy in accordance with the North Carolina General Statutes Municipal Records and Disposition Schedule.

**Recommendation:**

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

North Carolina Department of Cultural Resources  
Division of Archives and Records  
Government Records Branch

REQUEST FOR DISPOSAL OF UNSCHEDULED RECORDS

TO Assistant Records Administrator  
N.C. Division of Archives and Records  
Government Records Branch  
4615 Mail Service Center  
Raleigh, NC 27699-4615

FROM Name Town of Sawmills  
County Caldwell  
Agency or department Admin  
Phone number (828) 396-7903

In accordance with the provisions of G.S. 121 and 132, approval is requested for the destruction of records listed below. These records have no further use or value for official or administrative purposes.

| RECORDS TITLE   | DESCRIPTION  | INCLUSIVE DATES | QUANTITY    | MICROFILMED?<br>(YES OR NO) | RETENTION<br>PERIOD |
|-----------------|--|-----------------|-------------|-----------------------------|---------------------|
| PIR Records     | Payroll Reports/Check Register/Time Cards/ 941's       | 2013-2014       | 1 copy each | NO                          | 3 yrs               |
| A/P Records     | A/P Checks   | 2013-2014       | 1 copy each | NO                          | 3 yrs               |
| A/R Records     | A/R Reports/Daily Cash Reports/UB Adjustments/EE's     | 2013-2014       | 1 copy each | NO                          | 3 yrs               |
| A/P Audit Files | A/P Records and Reports for Auditors                   | 2013-2014       | 1 copy each | NO                          | 3 yrs               |
| PIR Records     | Check Register/Payroll Reports/941's/Time Cards        | 2014-2015       | 1 copy each | NO                          | 3 yrs               |
| A/R Records     | A/R Reports/Daily Cash Reports/UB Adjustments/EE's     | 2014-2015       | 1 copy each | NO                          | 3 yrs               |
| A/P Records     | A/P Checks/A/P Reports/PO's/Bank Statements            | 2014-2015       | 1 copy each | NO                          | 3 yrs               |
| PIR Records     | PIR Reports/941's/Time Sheets and cards/Check Register | 2008-2009       | 1 copy each | NO                          | 3 yrs               |
| A/P Records     | Bank Statements  | 2005-2006       | 1 copy each | NO                          | 3 yrs               |
| A/P Records     | A/P Checks   | 2014-2015       | 1 copy each | NO                          | 3 yrs               |
| A/P Records     | Checks/Reports/PO's                                    | 2014-2015       | 1 copy each | NO                          | 3 yrs               |
| UB Misc Records | Customer Receipts                                      | 2014-2015       | 1 copy each | NO                          | 3 yrs               |

Requested by: Julie A. Wood Town Clerk 7-17-18  
Signature Title Date

Approved by: \_\_\_\_\_  
Signature Head of Governing Board Date

Concurred by: \_\_\_\_\_  
(as indicated) Signature Assistant Records Administrator Date  
NC Division of Archives and Records

North Carolina Department of Cultural Resources  
Division of Archives and Records  
Government Records Branch

REQUEST FOR DISPOSAL OF UNSCHEDULED RECORDS

TO Assistant Records Administrator  
N.C. Division of Archives and Records  
Government Records Branch  
4615 Mail Service Center  
Raleigh, NC 27699-4615

FROM Name Town of Sawmills  
County Caldwell  
Agency or department Admin  
Phone number (803) 390-7903

In accordance with the provisions of G.S. 121 and 132, approval is requested for the destruction of records listed below. These records have no further use or value for official or administrative purposes.

| RECORDS TITLE   | DESCRIPTION                                    | INCLUSIVE DATES | QUANTITY       | MICROFILMED?<br>(YES OR NO) | RETENTION<br>PERIOD |
|-----------------|--|-----------------|----------------|-----------------------------|---------------------|
| UB Misc Records | Finalized accounts/Balanced<br>accounts/leaves | 2014-<br>2015   | 1 copy<br>each | NO                          | 3 yrs               |
| Misc Records    | GFOA Files                                     |                 | 1 copy<br>each | NO                          | 3 yrs               |
| Misc Records    | LGC203-  | 1-8-<br>2014    | 1 copy<br>each | NO                          | 3 yrs               |
| Investment      | CDs  | 2014-<br>2015   | 1 copy<br>each | NO                          | 3 yrs               |
|                 |  |                 |                |                             |                     |
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|                 |  |                 |                |                             |                     |

Requested by:

Julie Wood  
Signature

Taron Clerk  
Title

7-17-18  
Date

Approved by:

Signature

Head of Governing Board

Date

Concurred by:  
(as indicated)

Signature

Assistant Records Administrator  
NC Division of Archives and Records

Date

## **AGENDA ITEM 9A**

### **MEMO**

#### **DATE:**

July 17, 2018

#### **SUBJECT:**

Discussion:  
Water and Sewer GIS  
Development Agreements

#### **Discussion:**

The Western Piedmont Council of Governments (WPCOG) has the ability provide the professional assistance necessary to develop a geographic information system (GIS) for the town's water and sewer infrastructure. Attached to this memo are agreements to develop a GIS that would encompass both the water and sewer infrastructure. Per the agreements, the WPCOG would be responsible for the development of the system, housing and maintenance of the data, and the necessary training of Town of Sawmills staff to utilize the system.

The system would be created during the 2018/2019 fiscal year, with a cost of \$81,989.04 for the water infrastructure, and \$26,836.92 for the sewer infrastructure. The necessary funds are available in the 2018/2019 fiscal year budget.

Attached are both agreements

#### **Recommendation:**

Staff recommends Council to approve both the Water and Sewer GIS Development Agreements in the combined amount of \$108,825.96 (one hundred and eight thousand, eight hundred and twenty-five dollars and ninety-six cent) and covering the period of July 2, 2018 to June 28, 2019.



**A CONTRACT PROPOSAL FOR:**

**THE PROVISION OF GIS, GPS AND APPLICATION DEVELOPMENT SERVICES IN THE  
COLLECTION AND UPDATE OF SPATIAL DATABASES RELATED TO WASTEWATER  
UTILITY INVENTORY**

**PREPARED FOR:**

**CHRISTOPHER TODD  
TOWN ADMINISTRATOR – TOWN OF SAWMILLS, NC**

**PREPARED BY:  
THE WESTERN PIEDMONT COUNCIL OF GOVERNMENTS  
PO BOX 9026  
HICKORY, NC 28603**

**MAY 31, 2018**

WPCOG CONTRACT NO. \_\_\_\_\_  
TOWN OF SAWMILLS CONTRACT NO. \_\_\_\_\_

**AGREEMENT BETWEEN  
THE WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND  
THE TOWN OF SAWMILLS FOR  
THE PROVISION OF GIS, GPS AND APPLICATION DEVELOPMENT SERVICES IN THE  
COLLECTION AND UPDATE OF SPATIAL DATABASES RELATED TO WASTEWATER  
UTILITY INVENTORY  
JULY 2, 2018 TO JUNE 28, 2019**

This **AGREEMENT**, entered into on the \_\_\_\_\_ day of \_\_\_\_\_ by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the Town of SAWMILLS (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 **EXHIBIT A.**, which is herein made part of this Contract;

**WHEREAS**, the Local Government has requested the Planning Agency to provide such technical assistance to the Client; 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 to perform work as shown in **EXHIBIT A.**, pages 5-10 of this agreement.
2. **Travel/Printing.** The Local Government will provide access to Local Government owned and maintained vehicles for official project use. In the event personal vehicles need to be used for project related activities, limited funds are included in this contract to reimburse the Planning Agency employees at the prevailing Federal rate. Further, 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 this project, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

Local Government will also pay for additional expenses that are not included in this contract but may be requested by the Local Government. Examples include, but are not limited to, related to printing of report(s), mailings to advisory boards, and other costs not

related to normal travel and staffing associated with personnel furnished by the Planning Agency.

3. **Compensation.** The Planning Agency proposes to provide the services described in Section III for a lump sum fee of \$26,836.92 (twenty-six thousand, eight hundred thirty-six dollars and ninety-two cents). The Local Government will submit payments within 30 days of receipt of the Planning Agency's invoice and monthly project status report. The 12 monthly installments will be billed at a rate of \$2,236.41 (two thousand, two hundred thirty-six dollars and forty-one cents) and will cover general expenses. Should the Planning Agency fail to make reasonable progress on the project, the parties agree to modify the monthly payment schedule according to provision #4 of this Agreement. The first of these 12 invoices will be issued in July, 2018.
4. **Modifications.** If there is a need to amend the proposal outlined in **EXHIBIT A.**, either party may do so with written approval of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be provided during the period beginning on July 2, 2018 and ending June 28, 2019.
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 the respect to the program during his/her 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 the 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 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 the 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 handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to the 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**  
**GOVERNMENTS**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
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 PROVISION OF GIS, GPS AND APPLICATION DEVELOPMENT SERVICES IN THE COLLECTION AND UPDATE OF SPATIAL DATABASES RELATED TO WASTEWATER UTILITY INVENTORY**

**JULY 2, 2018 to JUNE 28, 2019**

#### **I. WORK PROGRAM/BUDGET**

This is an Exhibit attached to and made a part of the \_\_\_\_\_ AGREEMENT between the Western Piedmont Council of Governments (WPCOG) (hereinafter referred to as the "Planning Agency") and the Town of SAWMILLS (hereinafter referred to as "Local Government") providing for technical assistance services for the provision of data collection services and creation of a secure, internet-accessible GIS database for the Local Government's utility data. The basic services of the Planning Agency are stipulated as indicated below.

#### **II. 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 collect wastewater utility features in the field using Global Navigation Satellite System (GNSS) and Geographic Information System (GIS) technology. Work will take place over a 12-month timeframe. One GIS Technician, assisted as necessary by a GIS Analyst, will use GNSS and GIS technologies to inventory wastewater features. Real-time and/or post-processing differential correction will enhance GNSS data in accordance with the *2014 GNSS Data Collection and Documentation Standards* established by the NC Geographic Information Coordinating Council. A GIS Analyst will oversee the GIS Technician's activities and be responsible for the accuracy and completeness of the data, establish data check-in and checkout procedures and provide training and daily assistance. Higher-level technical staff will provide assistance in database and application design and management, as well as equipment and software acquisition and configuration. Trimble and ESRI software and hardware will be utilized in this project as well as other supplies and equipment.

#### **III. DESCRIPTION OF SERVICES PROVIDED**

The following activities are descriptive of, but not limited to, the services provided by the Planning Agency to the Local Government, for a total of 307 hours.

**A. Project Management**

1. Coordinate and oversee all project activities.
2. Produce/maintain monthly project status reports and maps.
3. Organize and attend monthly status meetings as needed/required.
4. Oversee and ensure that the Planning Agency project staff members are performing at an acceptable level.
5. Research specifications and perform acquisition of various hardware, software and supply needs.

**B. Creation of GIS Databases and GIS Applications**

1. Create application-ready GIS database for wastewater features. The wastewater database will be an independent component within the Town's GIS, along with a database of the Town's water features, which will be collected concurrently with the wastewater features under a separate agreement.
2. Using these databases, WPCOG will create a GIS multi-viewer application which will provide PC and mobile access to all Local Government wastewater data. This secure application can be accessed by all authorized Local Government personnel using a variety of desktop and mobile devices.
3. Authorized Town staff will also be able to use the Town's GIS to edit and/or update features in the field or by PC, once initial collection is complete.
4. For all databases, Planning Agency personnel will work with Local Government staff and the Town's engineering firm to customize feature attributes and terminology according to local infrastructure conditions and use nomenclature familiar to local workers.
5. Train all appropriate Local Government personnel in the use of all applications.

**C. Field Collection of Town Wastewater Features, and Integration of Features into GIS Databases and Applications**

1. The GIS Analyst will establish GPS data collection procedures and standards. Tasks include pre-, in-the-field and post-processing procedures and data access.
2. The GIS Analyst and a GIS Programmer will assist with configuration, implementation, upkeep and training in relation to required software, hardware and data.
3. The GIS Analyst will plan feature collection strategies and priorities.
4. Collection of data will be performed primarily by the GIS Technician.
5. The GIS Technician will be supervised the GIS Analyst, who will also provide collection assistance in the field as necessary.

#### **IV. OPERATIONS, RESOURCES AND SUPPORT RESPONSIBILITIES**

- A.** A Planning Agency GIS Analyst will provide services in oversight and performance of tasks required in this contract for services. The Analyst will primarily perform the required duties from the physical location of the Planning Agency, the field and occasionally Local Government offices. The Project GIS Analyst will be assisted in various facets of the contract by other GIS staff from the Planning Agency office.
- B.** Planning Agency staff members working on this project will require the latitude to work the standard Planning Agency schedule (8:15am to 5:00pm M-F), attend all Planning Agency staff meetings, observe Planning Agency annual leave and sick leave policies, and observe all Planning Agency holidays as closely as possible. The GIS Technician will spend most of his or her work time in the field, but will also visit the Local Government offices and the Planning Agency as needed.
- C.** The Local Government will provide necessary office space to the Planning Agency staff in order to facilitate data editing and reporting requirements. The Planning Agency will supply required equipment to the GIS Technician and GIS Analyst to perform GNSS field collection, along with differential correction. Examples include GNSS units, tablets configured with the GNSS units, software, cell phones and rangefinders.
- D.** The Planning Agency will look to the Local Government to provide access to a Local Government vehicle and fuel for official work related to this contract. The vehicle will be clearly marked as a Local Government-owned vehicle. It is understood that said vehicle will be parked on Local Government property at a pre-approved location when not being used for official project work. If practical for the Planning Agency staff, the Local Government vehicle may be parked and driven to-and-from the Planning Agency. In the event a Planning Agency staff member is required to use his or her personal vehicle for tasks related to this contract, limited travel funds are included in this contract for mileage reimbursement and appropriate Federal mileage rates will be applied. The Planning Agency will also look to the Local Government to provide transportation and subsistence resources as a preferred option or reimburse the Planning Agency staff for subsequent major travel or travel-related expenses that occur in the completion of project required field work, conference attendance or training.

- E.** Planning Agency staff are covered by workers compensation insurance in accordance to State Statutes. A limited amount of other insurance is provided by the Planning Agency via relationship with the League of Municipalities. The Planning Agency does not provide automobiles or auto insurance to employees. All Planning Agency staff are required to have a valid driver's license, insurance and a vehicle that can be used for Agency purposes.
- F.** Planning Agency staff will coordinate with Local Government Public Services staff when assistance in the field is required. Examples include but are not limited to traffic control and heavy equipment to assist in locating and accessing various utility assets. Planning Agency staff will provide as much notice as possible when requesting and coordinating assistance.
- G.** The Local Government will be responsible for purchasing its own GNSS unit and tablet for use with the GIS, as well as subscriptions to ESRI's ArcGIS Online service. Funds for these requirements are not included in this contract proposal.
- H. Planning Agency staff contacts for purposes of this contract are:**

  - Scott Miller, Contract Manager
  - Tom Bell, Project GIS Analyst
- I. Local Government staff contacts for purposes of this contract are:**

  - Christopher Todd, Contract Manager
  - Ronnie Coffey, Field Location and Traffic Control Assistance



## VI. PROJECT SCHEDULE

| IDTask Name |  | 2018 |      |     |      |     |     | 2019 |     |     |     |     |     |      |
|-------------|--|------|------|-----|------|-----|-----|------|-----|-----|-----|-----|-----|------|
|             |  | June | July | Aug | Sept | Oct | Nov | Dec  | Jan | Feb | Mar | Apr | May | June |
| 1           | Contract Approval                              |      |      |     |      |     |     |      |     |     |     |     |     |      |
| 2           | Notice to Proceed                              |      |      |     |      |     |     |      |     |     |     |     |     |      |
| 3           | Collect and Process Field Data                 |      |      |     |      |     |     |      |     |     |     |     |     |      |
| 4           | Create GIS Viewing and Editing Applications    |      |      |     |      |     |     |      |     |     |     |     |     |      |
| 5           | Training                                       |      |      |     |      |     |     |      |     |     |     |     |     |      |
| 6           | Application Modification and Technical Support |      |      |     |      |     |     |      |     |     |     |     |     |      |

**1,373 Total Estimated Points**

137 Total Estimated Points per Month

## **VII. FEES**

The Planning Agency proposes to provide the services described in Section III for a lump sum fee of \$26,836.92 (twenty-six thousand, eight hundred thirty-six dollars and ninety-two cents). The Local Government will submit payments within 30 days of receipt of the Planning Agency's invoice and monthly project status report. The 12 monthly installments will be billed at a rate of \$2,236.41 (two thousand, two hundred thirty-six dollars and forty-one cents) and will cover general expenses. Should the Planning Agency fail to make reasonable progress on the project, the parties agree to modify the monthly payment schedule according to provision #4 of this Agreement. The first of these 12 invoices will be issued in July, 2018.

**A CONTRACT PROPOSAL FOR:**

**THE PROVISION OF GIS, GPS AND APPLICATION DEVELOPMENT SERVICES IN THE  
COLLECTION AND UPDATE OF SPATIAL DATABASES RELATED TO WATER UTILITY  
INVENTORY**

**PREPARED FOR:**

**CHRISTOPHER TODD  
TOWN ADMINISTRATOR – TOWN OF SAWMILLS, NC**

**PREPARED BY:**

**THE WESTERN PIEDMONT COUNCIL OF GOVERNMENTS  
PO BOX 9026  
HICKORY, NC 28603**

**MAY 31, 2018**

WPCOG CONTRACT NO. \_\_\_\_\_  
TOWN OF SAWMILLS CONTRACT NO. \_\_\_\_\_

**AGREEMENT BETWEEN  
THE WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND  
THE TOWN OF SAWMILLS FOR  
THE PROVISION OF GIS, GPS AND APPLICATION DEVELOPMENT SERVICES IN THE  
COLLECTION AND UPDATE OF SPATIAL DATABASES RELATED TO WATER UTILITY  
INVENTORY  
JULY 2, 2018 TO JUNE 28, 2019**

This **AGREEMENT**, entered into on the \_\_\_\_\_ day of \_\_\_\_\_ by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the Town of SAWMILLS (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 **EXHIBIT A.**, which is herein made part of this Contract;

**WHEREAS**, the Local Government has requested the Planning Agency to provide such technical assistance to the Client; 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 to perform work as shown in **EXHIBIT A.**, pages 5-10 of this agreement.
2. **Travel/Printing.** The Local Government will provide access to Local Government owned and maintained vehicles for official project use. In the event personal vehicles need to be used for project related activities, limited funds are included in this contract to reimburse the Planning Agency employees at the prevailing Federal rate. Further, 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 this project, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

Local Government will also pay for additional expenses that are not included in this contract but may be requested by the Local Government. Examples include, but are not limited to, related to printing of report(s), mailings to advisory boards, and other costs not

related to normal travel and staffing associated with personnel furnished by the Planning Agency.

3. **Compensation.** The Planning Agency proposes to provide the services described in Section III for a lump sum fee of \$81,989.04 (eighty-one thousand, nine hundred eighty-nine dollars and four cents). The Local Government will submit payments within 30 days of receipt of the Planning Agency's invoice and monthly project status report. The 12 monthly installments will be billed at a rate of \$6,832.42 (six thousand, eight hundred thirty-two dollars and forty-two cents) and will cover general expenses. Should the Planning Agency fail to make reasonable progress on the project, the parties agree to modify the monthly payment schedule according to provision #4 of this Agreement. The first of these 12 invoices will be issued in July, 2018.
4. **Modifications.** If there is a need to amend the proposal outlined in **EXHIBIT A.**, either party may do so with written approval of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be provided during the period beginning on July 2, 2018 and ending June 28, 2019.
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 the respect to the program during his/her 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 the 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 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 the 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 handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to the 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**  
**GOVERNMENTS**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
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 PROVISION OF GIS, GPS AND APPLICATION DEVELOPMENT SERVICES IN THE COLLECTION AND UPDATE OF SPATIAL DATABASES RELATED TO WATER AND ELECTRIC UTILITY INVENTORIES**

**JULY 2, 2018 to JUNE 28, 2019**

#### **I. WORK PROGRAM/BUDGET**

This is an Exhibit attached to and made a part of the \_\_\_\_\_ AGREEMENT between the Western Piedmont Council of Governments (WPCOG) (hereinafter referred to as the "Planning Agency") and the Town of SAWMILLS (hereinafter referred to as "Local Government") providing for technical assistance services for the provision of data collection services and creation of a secure, internet-accessible GIS database for the Local Government's utility data. The basic services of the Planning Agency are stipulated as indicated below.

#### **II. 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 collect water utility features in the field using Global Navigation Satellite System (GNSS) and Geographic Information System (GIS) technology. Work will take place over a 12-month timeframe. One GIS Technician, assisted as necessary by a GIS Analyst, will use GNSS and GIS technologies to inventory water and electric features. Real-time and/or post-processing differential correction will enhance GNSS data in accordance with the *2014 GNSS Data Collection and Documentation Standards* established by the NC Geographic Information Coordinating Council. A GIS Analyst will oversee the GPS Technician's activities and be responsible for the accuracy and completeness of the data, establish data check-in and checkout procedures and provide training and daily assistance. Higher-level technical staff will provide assistance in database and application design and management, as well as equipment and software acquisition and configuration. Trimble and ESRI software and hardware will be utilized in this project as well as other supplies and equipment.

#### **III. DESCRIPTION OF SERVICES PROVIDED**

The following activities are descriptive of, but not limited to, the services provided by the Planning Agency to the Local Government, for a total of 1,215 hours.

**A. Project Management**

1. Coordinate and oversee all project activities.
2. Produce/maintain monthly project status reports and maps.
3. Organize and attend monthly status meetings as needed/required.
4. Oversee and ensure that the Planning Agency project staff members are performing at an acceptable level.
5. Research specifications and perform acquisition of various hardware, software and supply needs.

**B. Creation of GIS Databases and GIS Applications**

1. Create application-ready GIS databases for water features. The water database will be an independent component within the Town's GIS, along with a database of the Town's wastewater features, which will be collected concurrently with the water features under a separate agreement.
2. Using these databases, WPCOG will create a GIS multi-viewer application which will provide PC and mobile access to all Local Government water and wastewater data. This secure application can be accessed by all authorized Local Government personnel using a variety of desktop and mobile devices.
3. Authorized Town staff will also be able to use the Town's GIS to edit and/or update features in the field or by PC, once initial collection is complete.
4. Create a spatially-based incident management system, which is incorporated with the GIS viewer app, and allows both office and field personnel of the Town to view work-order locations, status and other details on any PC or mobile device.
5. For all databases, Planning Agency personnel will work with Local Government staff and the Town's engineering firm to customize feature attributes and terminology according to local infrastructure conditions and use nomenclature familiar to local workers.
6. Train all appropriate Local Government personnel in the use of all applications.

**C. Field Collection of Town Water Features, and Integration of Features into GIS Databases and Applications**

1. The GIS Analyst will establish GPS data collection procedures and standards. Tasks include pre-, in-the-field and real-time/post-processing procedures and data access.
2. The GIS Analyst and a GIS Programmer will assist with configuration, implementation, upkeep and training in relation to required software, hardware and data.
3. The GIS Analyst will plan feature collection strategies and priorities.
4. Collection of data will be performed primarily by the GIS Technician.
5. The GIS Technician will be supervised the GIS Analyst, who will also provide collection assistance in the field as necessary.



#### **IV. OPERATIONS, RESOURCES AND SUPPORT RESPONSIBILITIES**

- A.** A Planning Agency GIS Analyst will provide services in oversight and performance of tasks required in this contract for services. The Analyst will primarily perform the required duties from the physical location of the Planning Agency, the field and occasionally Local Government offices. The Project GIS Analyst will be assisted in various facets of the contract by other GIS staff from the Planning Agency office.
- B.** Planning Agency staff members working on this project will require the latitude to work the standard Planning Agency schedule (8:15am to 5:00pm M-F), attend all Planning Agency staff meetings, observe Planning Agency annual leave and sick leave policies, and observe all Planning Agency holidays as closely as possible. The GIS Technician will spend most of his or her work-time in the field, but will also visit the Local Government offices and the Planning Agency as needed.
- C.** The Local Government will provide necessary office space to the Planning Agency staff in order to facilitate data editing and reporting requirements. The Planning Agency will supply required equipment to the GIS Technician and GIS Analyst to perform GNSS field collection, along with differential correction. Examples include GNSS units, tablets configured with the GNSS units, software, cell phones and rangefinders.
- D.** The Planning Agency will look to the Local Government to provide access to a Local Government vehicle and fuel for official work related to this contract. The vehicle will be clearly marked as a Local Government-owned vehicle. It is understood that said vehicle will be parked on Local Government property at a pre-approved location when not being used for official project work. If practical for the Planning Agency staff, the Local Government vehicle may be parked and driven to-and-from the Planning Agency. In the event a Planning Agency staff member is required to use his or her personal vehicle for tasks related to this contract, limited travel funds are included in this contract for mileage reimbursement and appropriate Federal mileage rates will be applied. The Planning Agency will also look to the Local Government to provide transportation and subsistence resources as a preferred option or reimburse the Planning Agency staff for subsequent major travel or travel-related expenses that occur in the completion of project required field work, conference attendance or training.

- E.** 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 NC League of Municipalities. The Planning Agency does not provide automobiles or auto insurance to employees. All Planning Agency staff are required to have a valid driver's license, insurance and a vehicle that can be used for Agency purposes.
- F.** Planning Agency staff will coordinate with Local Government Public Services staff when assistance in the field is required. Examples include but are not limited to traffic control and heavy equipment to assist in locating and accessing various utility assets. Planning Agency staff will provide as much notice as possible when requesting and coordinating assistance.
- G.** The Local Government will be responsible for purchasing its own GNSS unit and tablet for use with the GIS, as well as subscriptions to ESRI's ArcGIS Online service. Funds for these requirements are not included in this contract proposal.
- H. Planning Agency staff contacts for purposes of this contract are:**
- Scott Miller, Contract Manager
  - Tom Bell, Project GIS Analyst
- I. Local Government staff contacts for purposes of this contract are:**
- Christopher Todd, Contract Manager
  - Ronnie Coffey, Field Location and Traffic Control Assistance

## VI. PROJECT SCHEDULE

| ID | Task Name                                      | 2018 |      |     |      |     |     | 2019 |     |     |     |     |     |      |
|----|--|------|------|-----|------|-----|-----|------|-----|-----|-----|-----|-----|------|
|    |  | June | July | Aug | Sept | Oct | Nov | Dec  | Jan | Feb | Mar | Apr | May | June |
| 1  | Contract Approval                              |      |      |     |      |     |     |      |     |     |     |     |     |      |
| 2  | Notice to Proceed                              |      |      |     |      |     |     |      |     |     |     |     |     |      |
| 3  | Collect and Process Field Data                 |      |      |     |      |     |     |      |     |     |     |     |     |      |
| 4  | Create GIS Viewing and Editing Applications    |      |      |     |      |     |     |      |     |     |     |     |     |      |
| 5  | Training                                       |      |      |     |      |     |     |      |     |     |     |     |     |      |
| 6  | Application Modification and Technical Support |      |      |     |      |     |     |      |     |     |     |     |     |      |

**5,850 Total Estimated Points**

585 Total Estimated Points per Month

## **VII. FEES**

The Planning Agency proposes to provide the services described in Section III for a lump sum fee of \$81,989.04 (eighty-one thousand, nine hundred eighty-nine dollars and four cents). The Local Government will submit payments within 30 days of receipt of the Planning Agency's invoice and monthly project status report. The 12 monthly installments will be billed at a rate of \$6,832.42 (six thousand, eight hundred thirty-two dollars and forty-two cents) and will cover general expenses. Should the Planning Agency fail to make reasonable progress on the project, the parties agree to modify the monthly payment schedule according to provision #4 of this Agreement. The first of these 12 invoices will be issued in July, 2018.

## **AGENDA ITEM 9B**

**MEMO**

**DATE:**

July 17, 2018

**SUBJECT:**

Discussion:  
Nuisance Ordinance  
Overview

**Discussion:**

The Town of Sawmills Nuisance and Nuisance Vehicles Ordinances (Chapters 91 ad 92) outline ad describe what constitutes a public nuisance along with the process ad procedure to abate nuisances. Attached to this memo is the entirety of both chapters of the ordinance.

Due to the nature of recent complaints, staff would request the council review these ordinances.

Additionally, staff would recommend to the council, that the Planning and Development Committee meet with staff over the coming months to brig possible recommendations and updates to the council.

**Recommendation:**

No action is required.

## CHAPTER 91: NUISANCES; SANITATION; ENVIRONMENT

### Section

#### *Weeds, Grass and Refuse*

- 91.01 Nuisance conditions
- 91.02 Investigation
- 91.03 Notice of violation; hearing
- 91.04 Notice to abate
- 91.05 Abatement by town
- 91.06 Costs of abatement; lien
- 91.07 Procedure not exclusive

#### *Littering*

- 91.20 Littering prohibited
- 91.21 Littering from vehicles
- 91.22 Maintenance of public areas
- 91.23 Receptacles

#### **Statutory reference:**

*Abatement of public health nuisances, see G.S. ' 160A-193*

### **WEEDS, GRASS AND REFUSE**

#### **' 91.01 NUISANCE CONDITIONS.**

(A) The following enumerated and described conditions, or any combination thereof, are hereby found, deemed, and declared to constitute a detriment, danger and hazard to the health, safety, morals and general welfare of the inhabitants of the town and are found, deemed and declared to be public nuisances wherever the conditions may exist and the creation, maintenance or failure to abate any nuisances is hereby declared unlawful:

(1) Any weeds or other vegetation having an overall height of more than 18 inches above the surrounding ground provided that the following shall not be considered to be a part of this condition: trees and ornamental shrubs; cultured plants; natural vegetation on undeveloped property that is not

a

**Sawmills - General Regulations**

threat to the character of surrounding properties; and flowers and growing and producing vegetable plants.

(2) Any accumulation of trash and/or garbage which is the result of the absence or of overflowing or improperly closed trash or garbage containers;

(3) Accumulation in an open place of hazardous or toxic materials and chemicals.

(4) An open place of concentration of combustible items such as mattresses, boxes, paper, automobile tires and tubes, garbage, trash, refuse, brush, old clothes, rags, or any other combustible materials or objects of a like nature;

(5) Any accumulation of garbage, rubbish, trash, or junk causing or threatening to cause a fire hazard, or causing or threatening to cause the accumulation of stagnant water, or causing or threatening to cause the inhabitation therein of rats, mice, snakes, mosquitoes, or vermin prejudicial to the public health.

(6) Any accumulation of animal or vegetable matter that is offensive by virtue of odors or vapors or by the inhabitation therein of rats, mice, snakes, or vermin of any kind which is or may be dangerous or prejudicial to the public health.

(7) The open storage of any discarded ice box, furniture, refrigerator, stove, glass, building materials, building rubbish or similar items.

(8) Any condition detrimental to the public health which violates the rules and regulations of the County Health Department.

(9) Any building or other structure which has been burned, partially burned or otherwise partially destroyed and which is unsightly or hazardous to the safety of any person, is a continuing fire hazard or which is structurally unsound to the extent that the Town Administrator or his or her designee can reasonably determine that there is a likelihood of personal or property injury to any person or property entering the premises.

(10) Any condition which blocks, hinders, or obstructs in any way the natural flow of branches, streams, creeks, surface waters, ditches, or drains, to the extent that the premises is not free from standing water.

(11) The outside or outdoors use of any furniture originally designed or intended for interior use such as, but not limited to, couches, sofas, chairs, recliners or other like items.

(B) When any condition in violation of this section is found to exist, the Housing Inspector or such persons as may be designated by the Town Administrator, the Town Council or the Town Administrator himself or herself, shall give notice to the owner of the premises to abate or remove such conditions within ten days. Such notice shall be in writing, shall include a description of the premises sufficient for identification and shall set forth the violation and state that, if the violation is not corrected within ten

days, the town may proceed to correct the same as authorized by this section. Service of such notice shall be by any one of the following methods:

(1) By delivery to any owner personally or by leaving the notice at the usual place of abode of the owner with a person who is over the age of 16 years and a member of the family of the owner.

(2) By depositing the notice in the United States post office addressed to the owner at his or her last known address with postage prepaid thereon.

(3) By posting and keeping posted, for ten days, a copy of the notice, in placard form, in a conspicuous place on the premises on which the violation exists, when notice cannot be served by subsections (1) and (2).

(C) If the owner of any property fails to comply with a notice given pursuant to this section, within ten days after the service of such notice, he or she shall be subject to prosecution for violation of this section in accordance with law and each day that such failure continues shall be a separate offense. In addition, the Town Administrator or designee may have the condition described in the notice abated, removed or otherwise corrected and all expenses incurred thereby shall be chargeable to and paid by the owner of the property and shall be collected as taxes and levies are collected as set forth in G.S. ' 160A-193. All such expenses shall constitute a lien against the property on which the work was done.

(D) The procedure set forth in this chapter shall be in addition to any other remedies that may now or hereafter exist under law for the abatement of public nuisances, and this chapter shall not prevent the town from proceeding in a criminal action against any person, firm or corporation violating the provisions of this chapter as provided in G.S. ' 14-4.

(E) In accordance with the G.S. ' 160-175 and the town code of ordinances, violation of this chapter shall subject the offender to the penalty provisions of ' 10.99

(1991 Code, ' 82.01) (Ord. passed 1-22-1991; Ord. passed - -2010)

## **' 91.02 INVESTIGATION.**

The Town Manager, upon notice from any person, on a pre-preprinted form to be provided by the Town Clerk, of the existence of any of the conditions described in ' 91.01, shall cause to be made by the appropriate County Health Department official or town official, such investigation as may be necessary to determine whether conditions exist which may constitute a public nuisance as declared in ' 91.01. The individual conducting the investigation shall submit a written report, on a pre-printed form to be provided by the Town Manager, summarizing the investigator=s findings to the Town Clerk within 30 days of contact by the Town Manager regarding the need for an investigation.

(1991 Code, ' 82.02) (Ord. passed 1-22-1991; Ord. passed 9-18-2007)



**' 91.03 NOTICE OF VIOLATION; HEARING.**

If it appears that these conditions exist, the Town Manager shall cause to be delivered or mailed to the owner of the property upon which the conditions exist, a notice stating the reasons why the conditions may constitute a violation and that a hearing will be held before the Town Manager at a place therein fixed, not less than ten nor more than 30 days after the delivery or mailing of the notice. The owner or any party in interest shall have the right to file an answer to the notice and to appear in person, or otherwise, and give evidence relevant to the matter being heard. The rules of evidence prevailing in courts of law or equity shall not be controlling in these hearings.

(1991 Code, ' 82.03) (Ord. passed 1-22-1991; Ord. passed 9-18-2007)

**' 91.04 NOTICE TO ABATE.**

If a determination is made that conditions constituting a public nuisance exist, the Town Manager shall notify, in writing, the owner of the premises in question of the conditions constituting the public nuisance and shall order the prompt abatement thereof within 15 days from the receipt of the written notice.

(1991 Code, ' 82.04) (Ord. passed 9-18-2007)

**' 91.05 ABATEMENT BY TOWN.**

If the owner, having been ordered to abate a public nuisance, fails, neglects or refuses to abate or remove the condition constituting the nuisance within 15 days from receipt of the order, the Town Manager shall cause the condition to be removed or otherwise remedied by having employees of the town to go upon the premises and remove or otherwise abate the nuisance under the supervision of an officer or employee designated by the Town Manager. Any person who has been ordered to abate a public nuisance may, within the time allowed by this chapter, request the town in writing to remove the condition, the cost of which shall be paid by the person making the request.

(1991 Code, ' 82.05) (Ord. passed 1-22-1991; Ord. passed 9-18-2007)

**' 91.06 COSTS OF ABATEMENT; LIEN.**

(A) The actual cost incurred by the town in removing or otherwise remedying a public nuisance shall be charged to the owner of the lot or parcel of land, and it shall be the duty of the Tax Collector to mail a statement of the charges to the owner or other person in possession of the premises with instructions that the charges are due and payable within 30 days from the receipt thereof.

(B) In the event charges for the removal or abatement of a public nuisance are not paid within 30 days after the receipt of a statement of charges as provided for in ' 91.04, the charges shall become a lien upon the land or premises where the public nuisance existed and shall be collected as unpaid taxes, as provided in G.S. ' 160A-193.

(1991 Code, ' 82.06) (Ord. passed 1-22-1991)

**' 91.07 PROCEDURE NOT EXCLUSIVE.**

The procedure set forth in this chapter shall be in addition to any other remedies that may now or hereafter exist under law or under the town codes for the abatement of public nuisances, and this chapter shall not prevent the town from proceeding in a criminal action against any person, firm or corporation violating the provisions of this chapter as provided in G.S. ' 14-4.

(1991 Code, ' 82.07) (Ord. passed 1-22-1991)

***LITTERING***

**' 91.20 LITTERING PROHIBITED.**

It shall be unlawful for any person to throw or deposit on any street or sidewalk, or on any private property, except with written permission of the owner or occupant of the private property, any trash, refuse, garbage, building material, cans, bottles, broken glass, paper or any type of litter.

(1991 Code, ' 81.01) (Ord. passed 1-22-1991) Penalty, see ' 10.99

**' 91.21 LITTERING FROM VEHICLES.**

It shall be unlawful for any person while a driver or a passenger in a vehicle to throw or deposit litter on any street or other public place within the town, or on private property.

(1991 Code, ' 81.02) (Ord. passed 1-22-1991) Penalty, see ' 10.99

**' 91.22 MAINTENANCE OF PUBLIC AREAS.**

Every owner, lessee, tenant, occupant or other person in charge of any commercial establishment or premises which maintains any paved or unpaved areas for the use of the public, either for parking or as access areas and incident to the carrying on of the principal business of any commercial establishment or premises and which parking or access areas abut or lie within ten feet of any public street or other public way, shall keep and maintain the areas clean and free from trash, litter, rubbish and any materials liable to be blown, deposited or cast on the street or other public way.

(1991 Code, ' 81.03) (Ord. passed 1-22-1991)

**' 91.23 RECEPTACLES.**

Suitable receptacles may be provided in parking or access areas within the meaning of ' 91.22. The receptacles shall be plainly marked and constructed to prevent scattering of any trash, litter, rubbish or other materials deposited therein.

(1991 Code, ' 81.04) (Ord. passed 1-22-1991)



## **CHAPTER 92: ABANDONED, NUISANCE AND JUNK MOTOR VEHICLES**

### **Section**

#### ***General Provisions***

- 92.01 Purpose
- 92.02 Definitions
- 92.03 Authority to administer

#### ***Removal Procedure and Disposition of Vehicles***

- 92.15 Abandoned vehicles prohibited
- 92.16 Nuisance vehicles prohibited
- 92.17 Junked motor vehicle regulated
- 92.18 Removal; pre-towing notice
- 92.19 Exceptions to prior notice requirement
- 92.20 Post-towing notice requirements
- 92.21 Right to probable cause hearing before sale or final disposition of vehicle
- 92.22 Redemption of vehicle during proceedings
- 92.23 Sale and disposition of unclaimed vehicle
- 92.24 Conditions on removal of vehicles from private property
- 92.25 Protection against criminal or civil liability
- 92.26 Exceptions
- 92.27 Removal of impounded vehicle prohibited

#### ***GENERAL PROVISIONS***

##### **' 92.01 PURPOSE.**

The town governing body is authorized by G.S. " 160A-193, 160A-303 and 160A-303.2 to regulate, restrain or prohibit abandoned, nuisance and junked motor vehicles on public and private property within the town=s jurisdiction; and whereas the Town Council finds it necessary and desirable to promote or enhance the quality or urban attractiveness and aesthetic appearance; the protection of property values; the preservation of the livability and attractiveness of neighborhoods; tourism, conventions and other opportunities for economic development; the attractiveness of the town=s major and minor residential and commercial streets which present the primary public visibility to residents,

visitors and commuters of the town; and the comfort, happiness and emotional stability of residents in the vicinity of junked motor vehicles; the provisions that follow in this chapter shall apply.  
(Ord. passed 3-15-2011)

## **'92.02 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***ABANDONED VEHICLE.*** A motor vehicle as authorized and defined in G.S. ' 160A-303 that:

- (1) Is left upon a town or state-maintained public street or highway in violation of a law or ordinance prohibiting parking;
- (2) Is left on a town or state-maintained public street or highway for longer than seven days, or is determined by law enforcement to be a hazard to the motoring public;
- (3) Is left on property owned or operated by the town for longer than 24 hours; or
- (4) Is left on private property without the consent of the owner, occupant or lessee thereof, for longer than two hours.

***AUTHORIZING OFFICIAL.*** The supervisory employee of the Sheriff's Department or the Code Enforcement Officer designated with authorization to remove the vehicles under the provisions of this chapter.

***CODE ENFORCEMENT OFFICER.*** The designated public official authorized to investigate and remove vehicles defined in this chapter by the Town Council.

***JUNKED MOTOR VEHICLE.*** A vehicle that does not display a current license plate and as authorized and defined in G.S. ' 160A-303.2 that:

- (1) Is partially dismantled or wrecked;
- (2) Cannot be self-propelled or moved in the manner in which it originally was intended to move; or
- (3) Is more than five years old and appears to be worth less than \$500.

***MOTOR VEHICLE* or *VEHICLE.*** All machines designed or intended to travel over land by self-propulsion or while attached to any self-propelled vehicle.

**MUST.** The action referred to is mandatory, not directory.

**NUISANCE VEHICLE.** A vehicle on public or private property that is determined and declared to be a health or safety hazard and unlawful, including a vehicle found to be:

- (1) A breeding ground or harbor for mosquitoes, other insects, rats or other pests;
  - (2) A point of heavy growth of weeds or other noxious vegetation over eight inches in height;
  - (3) A point of collection of pools or ponds of water;
  - (4) A point of concentration of quantities of gasoline, oil or other flammable or explosive materials as evidenced by odor;
  - (5) One which has areas of confinement which cannot be operated from the inside, such as trunks, hoods and the like;
  - (6) So situated or located that there is a danger of it falling or turning over;
  - (7) A point of collection of garbage, food waste, animal waste or any other rotten or putrescible matter of any kind;
  - (8) One which has sharp parts thereof which are jagged or contain sharp edges of metal or glass;
- or
- (9) Any other vehicle specifically declared a health and safety hazard and a public nuisance by the Town Council.

**SHALL.** The action referred to is mandatory, not directory.  
(Ord. passed 3-15-2011)

### **' 92.03 AUTHORITY TO ADMINISTER.**

The County Sheriff=s Department and Code Enforcement Officer of the town shall be responsible for the administration and enforcement of this chapter. The Sheriff=s Department shall be responsible for administering the removal and disposition of vehicles determined to be Aabandoned@ on the public streets, highways and other transportation rights-of-way within the town, and on property owned by the town. The Code Enforcement Officer shall be responsible for administering the removal and disposition of Aabandoned,@ Anuisance@ or Ajunked@ motor vehicles located on private property. The town may, on an annual basis, contract with private tow truck operators or towing businesses to remove, store and dispose of abandoned, nuisance and junked motor vehicles in compliance with this chapter and applicable

state laws. This chapter shall not be construed to limit the legal authority or powers of officers of the town and/or County Sheriff=s Department, Fire Department or other emergency personnel in enforcing other laws or in otherwise carrying out their respective duties.

(Ord. passed 3-15-2011)

### ***REMOVAL PROCEDURE AND DISPOSITION OF VEHICLES***

#### **' 92.15 ABANDONED VEHICLES PROHIBITED.**

(A) It shall be unlawful for the registered owner or person entitled to possession of a vehicle to cause or allow the vehicle to be abandoned as the term is defined in ' 92.02 of this chapter.

(B) Upon investigation, proper authorizing official(s) of the town may determine that a vehicle is an abandoned vehicle and order the vehicle removed.

(Ord. passed 3-15-2011) Penalty, see ' 10.99

#### **' 92.16 NUISANCE VEHICLES PROHIBITED.**

(A) It shall be unlawful for the registered owner or person entitled to possession of a motor vehicle, or for the owner, lessee or occupant of the real property upon which the vehicle is located, to leave or allow the vehicle to remain on the property after it has been declared a nuisance vehicle.

(B) Upon investigation, the Code Enforcement Officer may determine and declare that a vehicle is a health or safety hazard and a nuisance vehicle as defined in ' 92.02, and order the vehicle removed.

(Ord. passed 3-15-2011)

#### **' 92.17 JUNKED MOTOR VEHICLE REGULATED.**

(A) It shall be unlawful for the registered owner or person entitled to the possession of a junked motor vehicle, or for the owner, lessee or occupant of the real property upon which a junked motor vehicle is located, to leave or allow the vehicle to remain on the property after the vehicle has been ordered removed.

(B) It shall be unlawful to have more than one junked motor vehicle, as defined in ' 92.02, on the premises of public or private property. A single, permitted junked motor vehicle must strictly comply with the location and concealment requirements of this section.

(C) It shall be unlawful for any owner, person entitled to the possession of a junked motor vehicle, or for the owner, lessee or occupant of the real property upon which a junked motor vehicle is located to fail to comply with the locational requirements or the concealment requirements of this section.

(D) Subject to the provisions of division (E) of this section, upon investigation, the Code Enforcement Officer may order the removal of a junked motor vehicle as defined in this chapter after finding in writing that the aesthetic benefits of removing the vehicle outweigh the burdens imposed on the private property owner. This finding shall be based on a balancing of the monetary loss of the apparent owner against the corresponding gain to the public by promoting or enhancing community, neighborhood or area appearance. The following among other relevant factors may be considered:

- (1) Protection of property values;
- (2) Promotion of tourism and other economic development opportunities;
- (3) Indirect protection of public health and safety;
- (4) Preservation of the character and integrity of the community; and
- (5) Promotion of the comfort, happiness and emotional stability of area residents.

(E) Permitted concealment or enclosure of a junked motor vehicle:

(1) One junked motor vehicle, in its entirety, can be located in the rear yard, as defined by the town=s Zoning Ordinance, if the junked motor vehicle is entirely concealed from public view, a public street and from abutting premises by an acceptable covering. The Code Enforcement Officer has the authority to determine whether any junked motor vehicle is adequately concealed as required by this provision. The covering must remain in good repair and must not be allowed to deteriorate. The covering or enclosure must be compatible with the objectives stated in the preamble of this chapter; and

(2) More than one junked motor vehicle must be kept in a garage or building structure that provides a complete enclosure so that the junked motor vehicle(s) cannot be seen from a public street or abutting property. A garage or building structure means either a lawful, nonconforming use or a garage or building structure erected pursuant to the lawful issuance of a zoning and building permit and which has been constructed in accordance with all Zoning and Building Code regulations.

(Ord. passed 3-15-2011) Penalty, see ' 10.99

## **' 92.18 REMOVAL; PRE-TOWING NOTICE.**

(A) Except as set forth in ' 92.19, an abandoned, nuisance or junked vehicle which is to be removed shall be towed only after notice to the registered owner or person entitled to possession of the vehicle. In the case of a nuisance vehicle or a junked motor vehicle, if the names and mailing addresses or the registered owner or person entitled to the possession of the vehicle, or the owner, lessee or occupant of the real property upon which the vehicle is located can be ascertained in the exercise of reasonable diligence, the notice shall be given by first class mail. The authorized person who mails the notice(s) shall retain a written record to show the name(s), address(es) and date to whom the notice was mailed. If the names and addresses cannot be ascertained or if the vehicle to be removed is an abandoned motor vehicle, notice shall be given by affixing on the windshield or some other conspicuous place on the



vehicle a notice indicating that the vehicle will be removed by the city on a specified date (no sooner than seven days after the notice is affixed, unless determined by law enforcement to be a hazard to the motoring public). The notice shall state that the vehicle will be removed by the town, on a specified date, no sooner than seven days after the notice is affixed or mailed, unless the vehicle is moved by the owner or legal possessor prior to that time or law enforcement determines the vehicle to be a hazard to the motoring public.

(B) With respect to abandoned, nuisance and junked motor vehicles on private property to which notice is required to be given, if the registered owner or person entitled to possession does not remove the vehicle but chooses to appeal the determination that the vehicle is abandoned, a nuisance vehicle or in the case of a junked motor vehicle that the aesthetic benefits of removing the vehicles outweigh the burdens, the appeal shall be made to the Town Council in writing within ten days, heard at the next regularly scheduled meeting of the Town Council, and further proceedings to remove the vehicle shall be stayed until the appeal is heard and decided.

(Ord. passed 3-15-2011)

#### **' 92.19 EXCEPTIONS TO PRIOR NOTICE REQUIREMENT.**

(A) The requirement that notice be given prior to the removal of an abandoned, nuisance or junked motor vehicle may, as determined by the authorizing official, be omitted in those circumstances where there is a special need for prompt action to eliminate traffic obstructions or to otherwise, maintain and protect the public safety and welfare. These findings shall, in all cases, be entered by the authorizing official in the appropriate daily records.

(B) Circumstances justifying the removal of vehicles without prior notice include:

(1) *Vehicles abandoned on the streets.* For vehicles abandoned on town or state-maintained public streets and highways, the Town Council hereby determines that immediate removal of the vehicles may be warranted when they are:

- (a) Obstructing traffic;
- (b) Parked in violation of an ordinance prohibiting or restricting parking;
- (c) Parked in a no-parking zone;
- (d) Parked in loading zones;
- (e) Parked in bus zones;
- (f) Parked in an emergency (ambulance or fire) lane; or
- (g) Parked in violation of temporary parking restrictions imposed under code sections.

(2) *Other abandoned or nuisance vehicles.* With respect to other abandoned or nuisance vehicles left on town-owned property other than the streets and highways, and on private property, the vehicles may be removed without giving prior notice only in those circumstances where the authorizing officials finds a special need for prompt action to protect and maintain the public health, safety and general welfare. By way of illustration and not of limitation, these circumstances include vehicles blocking or obstructing ingress or egress to businesses and residences, vehicles parked in such a location or manner as to pose a traffic hazard, and vehicles causing damage to public or private property.  
(Ord. passed 3-15-2011)

**' 92.20 POST-TOWING NOTICE REQUIREMENTS.**

(A) Any abandoned, nuisance or junked motor vehicle which has been ordered removed may, as directed by the town, be removed to a storage garage or area by the tow truck operator or towing business contracting to perform those services for the town. Whenever a vehicle is removed, the authorizing town official shall immediately notify the last known registered owner of the vehicle. The notice shall include the following:

- (1) The description of the removed vehicle;
- (2) The location where the vehicle is stored;
- (3) The violation with which the owner is charged, if any;
- (4) The procedure the owner must follow to redeem the vehicle; and
- (5) The procedure the owner must follow to request a probable cause hearing on the removal.

(B) The town shall attempt to give notice to the vehicle owner by telephone; however, whether or not the owner is reached by telephone, written notice, including the information set forth in divisions (A)(1) through (5) of this section, shall also be mailed to the registered owner=s last known address, unless this notice is waived in writing by the vehicle owner or his or her agent.

(C) If the vehicle is registered in the state, notice shall be given within 24 hours. If the vehicle is not registered in the state, notice shall be given to the registered owner within 72 hours from the removal of the vehicle.

(D) Whenever an abandoned, nuisance or junked motor vehicle is removed, and the vehicle has no valid registration or registration plates, the authorizing town official shall make reasonable efforts, including checking the vehicle identification number, to determine the last known registered owner of the vehicle and to notify him or her of the information set forth in divisions (A)(1) through (5) of this section.  
(Ord. passed 3-15-2011)

**' 92.21 RIGHT TO PROBABLE CAUSE HEARING BEFORE SALE OR FINAL DISPOSITION OF VEHICLE.**

After the removal of an abandoned vehicle, nuisance vehicle or junked motor vehicle, the owner or any other person entitled to possession is entitled to a hearing for the purpose of determining if probable cause existed for removing the vehicle. A request for hearing must be filed in writing with the County Magistrate designated by the Chief District Court Judge to receive the hearing requests. The Magistrate will set the hearing within 72 hours of receipt of the request, and the hearing will be conducted in accordance with the provisions of G.S. ' 20-219.11(a) and (b).

(Ord. passed 3-15-2011)

**' 92.22 REDEMPTION OF VEHICLE DURING PROCEEDINGS.**

At any state in the proceedings, including before the probable cause hearing, the owner may obtain possession of the removed vehicle by paying the towing fee, including any storage charges, or by posting a bond for double the amount of the fees and charges to the town truck operator or towing business having custody of the removed vehicle. Upon regaining possession of a vehicle, the owner or person entitled to the possession of the vehicle shall not allow or engage in further violations of this chapter.

(Ord. passed 3-15-2011)

**' 92.23 SALE AND DISPOSITION OF UNCLAIMED VEHICLE.**

Any abandoned, nuisance or junked motor vehicle which is not claimed by the owner or other party entitled to possession will be disposed of by the town truck operator or towing business having custody of the vehicle. Disposition of the vehicle shall be carried out in coordination with the town and in accordance with G.S. Chapter 44A, Article I.

(Ord. passed 3-15-2011)

**' 92.24 CONDITIONS ON REMOVAL OF VEHICLES FROM PRIVATE PROPERTY.**

As a general policy, the town will not remove a vehicle from private property if the owner, occupant or lessee of the property could have the vehicle removed under applicable state law procedures. In no case will a vehicle be removed by the town from private property without a written request of the owner, occupant or lessee, except in those cases where a vehicle is a nuisance vehicle or is a junked motor vehicle which has been ordered removed by the Code Enforcement Officer. The town may require any person requesting the removal of an abandoned, nuisance or junked motor vehicle from private property to indemnify the town against any loss, expense or liability incurred because of the removal.

(Ord. passed 3-15-2011)

**' 92.25 PROTECTION AGAINST CRIMINAL OR CIVIL LIABILITY.**

No person shall be held to answer in any civil or criminal action to any owner other person legally entitled to the possession of an abandoned, nuisance or junked motor vehicle, for disposing of the vehicle as provided in this chapter.

(Ord. passed 3-15-2011)

**' 92.26 EXCEPTIONS.**

This chapter shall not apply to any vehicle which is located in a bona fide Automobile graveyard@ or Ajunkyard@ as defined in G.S. ' 136-143, in accordance with the Junkyard Control Act, G.S. " 136-141 et seq.; in an enclosed building; on the premises of a business enterprise being operated in a lawful place and manner if the vehicle is necessary to the operation of the enterprise; or in an appropriate storage place or depository maintained in a lawful place and manner by the town.

(Ord. passed 3-15-2011)

**' 92.27 REMOVAL OF IMPOUNDED VEHICLE PROHIBITED.**

It shall be unlawful for any person to remove or attempt to remove from any storage facility designated by the town any vehicle which has been impounded pursuant to the provisions of this code unless and until all towing and impoundment fees are due, or bond in lieu of the fees have been paid.

(Ord. passed 3-15-2011) Penalty, see ' 10.99

**AGENDA ITEM 11A**

**MEMO**

**DATE:**

July 17, 2018

**SUBJECT:**

Updates:  
Code Enforcement  
Monthly Report

**Discussion:**

The attached report shows the progress that the Town of Sawmills Planner Becca Bleich continues to make throughout the town.

**Recommendation:**

No Council action required.

# Code Enforcement Report

July 2018

| Property Owner                          | Property Address      | Issue                                    | Status  |
|---|-----------------------|--|---|
| Teresa Annas Compton                    | 4476 Sawmills 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 Attorney Terry Taylor.   |
| Carolyn Bray/ Robyn Brittan             | 2570 Bakers Cir       | abandoned mobile home                    | In order to move forward, a final NOV 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             | Christopher and Mr. McRary have agreed on a place for relocating the shipping container. Town has determined which transport service will be utilized. Will have to defer to Christopher on a timeframe for relocation.   |
| Jose Montes                             | 4321 Cherokee Court   | no proper driveway, zoning code issue    | Spot checked 6/14/18. Still no proper driveway. Letter sent. Given another 30 days (7/14). Will accrue fines if not compliant.  |
| Janice Griffin, Trustee of Iona Griffin | 2148 Oaktree Lane     | partially burned apartment building      | Spoke with lead contractor, Lewis Miller, of Lewis Miller Construction on 3/8/18. Still awaiting report from structural engineer to determine what's salvageable of what remains of the burnt structure. Once cleared to begin reconstruction, Mr. Miller anticipates 6 to 8 months for completion. Will continue to monitor. |
| Midland IRA                             | 5711 Dream View Point | Nonconforming accessory structure        | Spot checked in April. An accessory structure has been placed on the property before the principal structure has been constructed. Letter sent on 5/23/18. Deadline to remove structure is 6/7/18.  |
| Jane Greene                             | 4446 Villa Lane       | outdoor storage encroaching on neighbor  | Reviewed property on 4/18/18. Brush pile in rear yard needs to be removed and tarp in carport needs to be replaced. Letter sent 4/18/18. Deadline 5/3/18. Issues resolved. Case closed temporarily.   |
| Grant and Jamie Moretz                  | 4515 Betts Street     | livestock (goats) in platted subdivision | Another complaint received 5/29/18. Letter sent 5/29/18. Deadline 6/14/18.  |
| Walker Chun OK                          | 4125 Shoun Dr         | overgrown vegetation                     | Spot checked 5/23/18. Grass is overgrown. Letter sent 5/23/18. Deadline is 6/7/18.  |
| Deborah Murphy                          | 5538 Land Harbour Dr  | Nonconforming accessory structure        | Spoke with property owner about port-a-potty on property. It will be removed in a few days once construction is completed on her home. Case closed.   |
| Charlie Triplett                        | 6090 Spartan Dr       | Discharging firearms                     | Cease and desist letter sent 5/30/18.   |
| Marty Rierson                           | 4095 Gatewood Dr      | overgrown vegetation, trash              | Spot checked and first letter sent 6/14. Received more complaints on 6/27. Spot checked again on 7/3. Property still in violation. Second letter sent. Staff became aware that property is under new ownership so letters weren't being received. Owner will have property cleaned up within 10 days. Case closed.            |
| Bank of NC                              | 6005 Spartan Dr       | overgrown vegetation                     | Letter sent 7/3.  |