

January 15, 2002
MINUTES OF MEETING

COUNCIL PRESENT

David Stamey
Joe Norman
Gerelene Blevins
Pat Harrison
Joe Helton
Bill Ramsey

STAFF PRESENT

Terry Taylor
Robert Frye
Wanda Reid

CALL TO ORDER—Mayor David Stamey called the meeting to order and welcomed all guests.

INVOCATION—Ashley Crouse gave the invocation.

PLEDGE OF ALLEGIANCE—The pledge of allegiance was said by Council and the audience.

ADOPT AGENDA—Bill Ramsey made the motion to adopt the agenda, with Gerelene Blevins seconding. All were in favor.

APPROVAL OF THE DECEMBER 18, 2001 REGULAR MEETING MINUTES—Joe Helton made a motion to approve the minutes of the previous meeting. Pat Harrison seconded. All were in favor.

SECOND READING AND ADOPTION: *Voluntary Annexation of Conley Creek Recreation Area*—Staff recommended that Council approve the requested voluntary satellite annexation effective as of July 1, 2002. On a motion made by Bill Ramsey, seconded by Joe Norman, Council voted to approve the voluntary annexation of Conley Creek to be effective July 1, 2002.

RECREATION MATTERS: *Recreation Master Plan*—Town Administrator Robert Frye recommended that Council consider contracting with Western Piedmont Council of Governments for a recreation master plan that would include the present park as well as the newly annexed Conley Creek property. This plan would cover a period of ten years and will cost approximately \$5,000.00. On a motion made by Joe Norman, seconded by Pat Harrison, Council voted to contract with Western Piedmont Council of Governments for the Recreation Master plan.

PUBLIC WORKS MATTERS:

- A. *Installation of a Sewer Cut off at Miller's Restaurant*---Mr. Frye related to Council that Miller Restaurant has never paid their sewer bill on time. As such, Mr. Frye recommended that Council authorize the installation of a sewer cut off valve on the Millers' Restaurant sewer service connection to be used if the

next bill is not paid on time. After some discussion, Council decided to confer with Caldwell County about an Inter-local Agreement between Sawmills and Caldwell County concerning this matter. Joe Norman made the motion to table making a decision until after contact could be made with the County. Gerelene Blevins seconded. All were in favor.

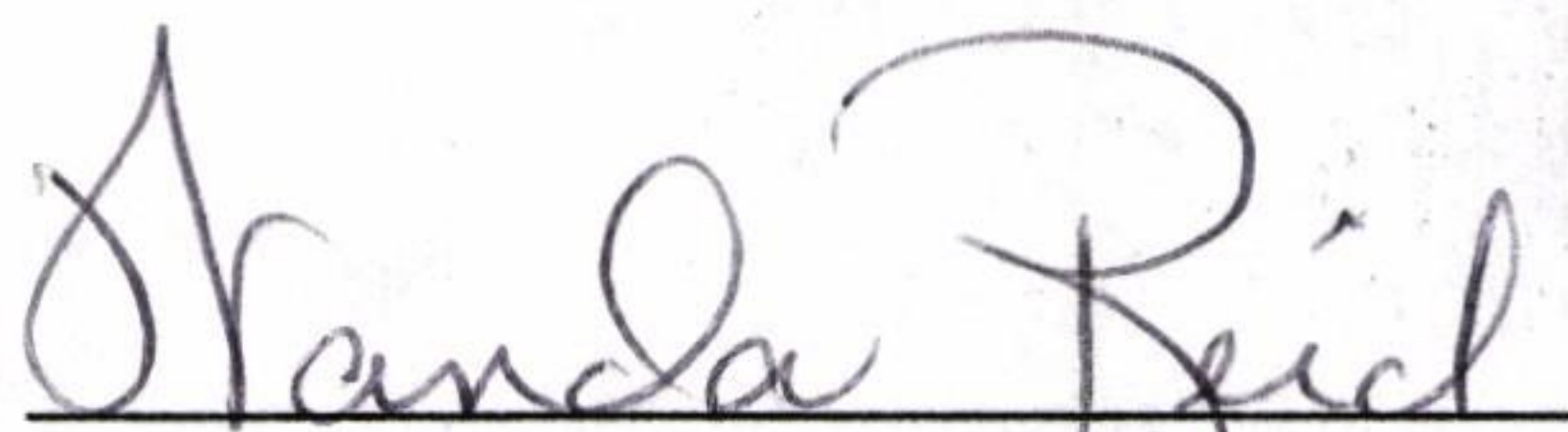
B. *Use of Salt to Clear Snow and Ice from Roads*—During bad weather, the Town spreads sand on town streets to make the roads easier to travel. There are times when the weather is so bad that sand is not sufficient. For that reason, staff recommended Council authorize the limited use of salt during the worst periods of bad weather. Bill Ramsey made the motion to stockpile a small amount of salt for this purpose with Gerelene Blevins seconding. All were in favor.

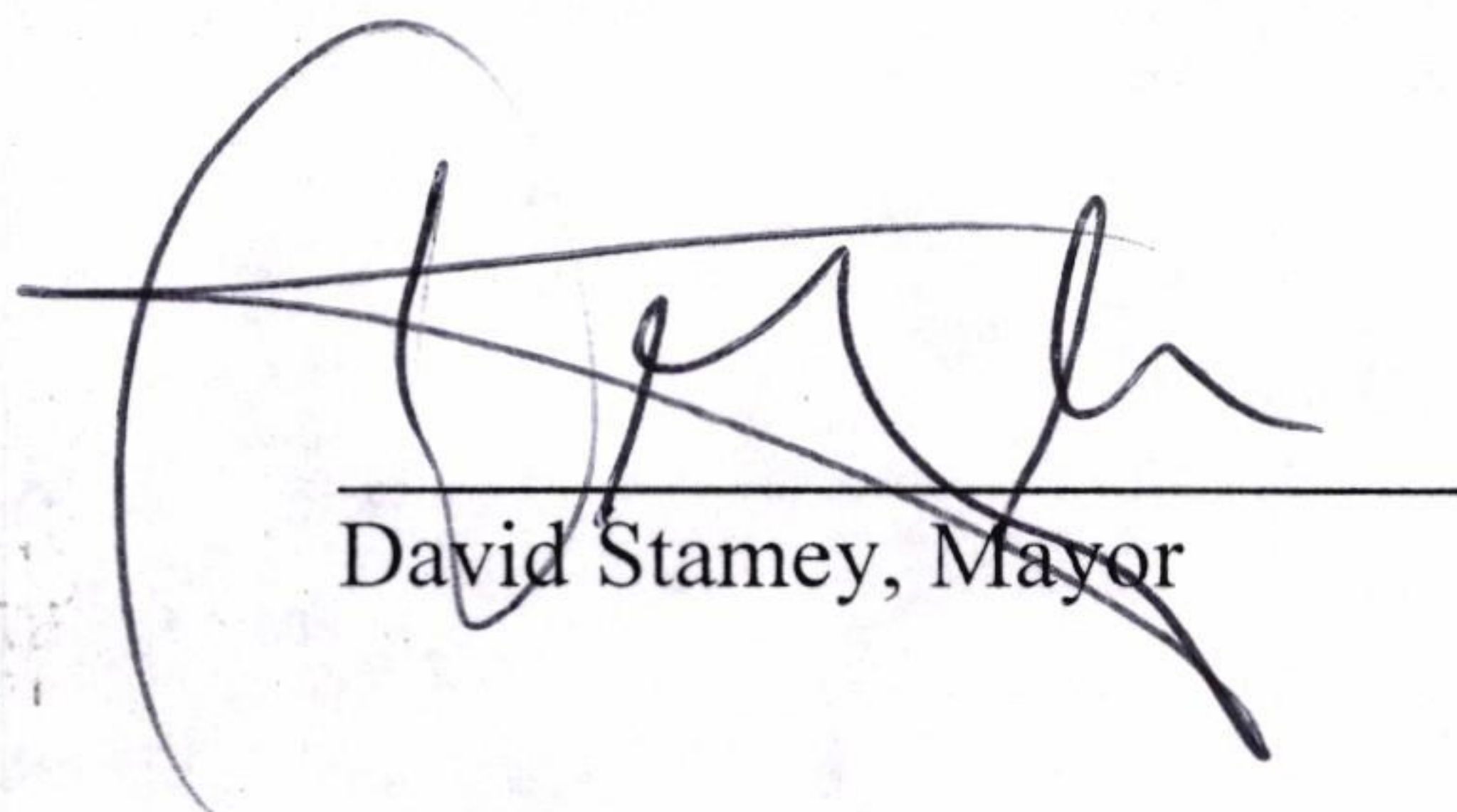
PUBLIC INFORMATION MEETINGS— Mayor Stamey informed the audience the proposed bi-monthly meetings will be for the citizens of the Town. He said it would be a time for the Mayor and Council Members to listen to what the residents have on their minds. He related that “together” the Town could be made into a better town to live and work in. February 19th, 2002 will be the first meeting.

OTHER BUSINESS---Michael Wilson informed Council that in December his water had been cut off for lack of payment. He stated he thought that as long as he had lived in the Town he should have gotten a second notice or phone call. Council related he could not be treated any different than other persons in the town.

CALLED MEETING--Mayor Stamey called a special meeting for January 24, 2002 at the Caldwell County Commissioners room at 6:30 PM with the County and other municipalities for the purpose of Adopting the Joint Municipal/County Thoroughfare Plan

ADJOURNMENT—On a motion made by Gerelene Blevins, seconded by Bill Ramsey, Council voted to adjourn at 6:40 PM.


Wanda Reid, Town Clerk


David Stamey, Mayor

SAWMILLS TOWN COUNCIL
TOWN OF SAWMILLS
4076 US Highway 321A
Granite Falls, North Carolina 28630
(828) 396-7903

The following resolution was offered by Councilperson _____,
seconded by Councilperson _____ and, upon being put to a
vote, was carried _____ on the 24th day of January, 2002.

Resolution
Adopting a Thoroughfare Plan
for the Caldwell County Urban Area, in North Carolina

WHEREAS, the Town of Sawmills and the Statewide Planning Branch, North Carolina Department of Transportation actively worked to develop a thoroughfare plan for the Caldwell County Urban Area; and

WHEREAS, the Town of Sawmills and the Department of Transportation are directed by North Carolina General Statutes 136-66.2 to reach agreement for a highway system that will serve present and anticipated volumes of vehicular traffic in and around the Caldwell County Urban Area; and

WHEREAS, it is recognized that the proper movement of traffic within and through the Caldwell County Urban Area is a highly desirable element of the comprehensive plan for the orderly growth and development of the Town of Sawmills, and

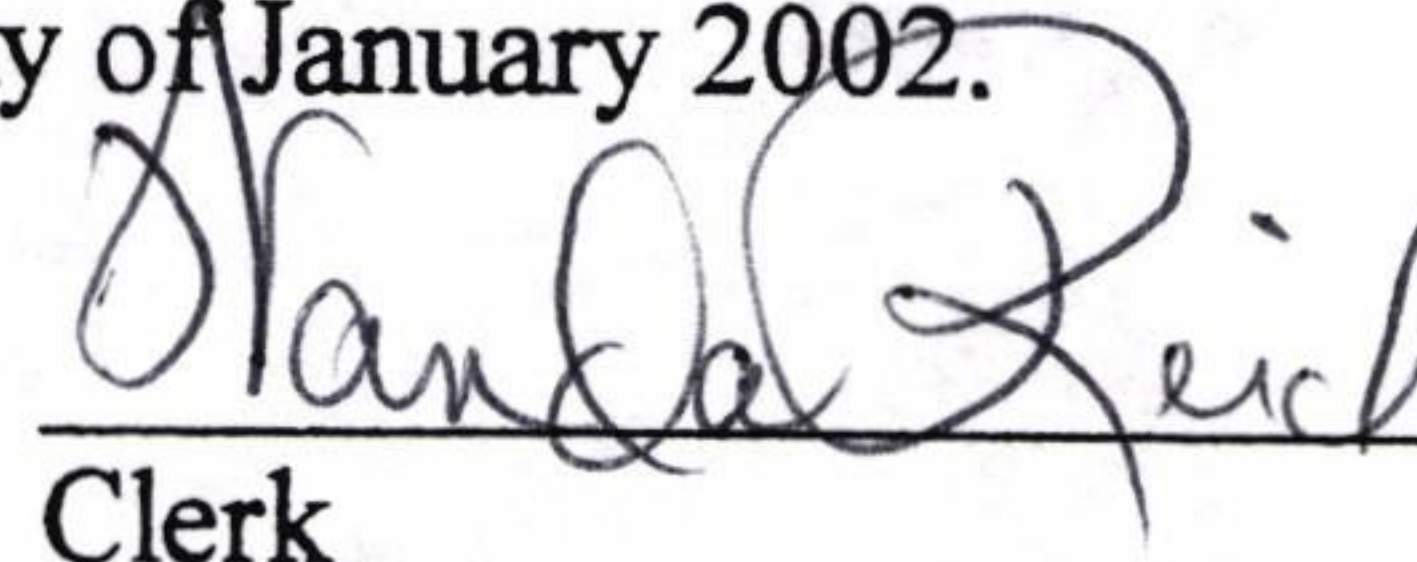
WHEREAS, after full study of the plan, and following a public hearing, the Sawmills Town Council feel it to be in the best interests of the Town of Sawmills to adopt a plan pursuant of General Statues 136-66.2;

NOW THEREFORE, BE IT RESOLVED: That the Caldwell County Urban Area Thoroughfare Plan as shown on a map dated **November 20, 2001** be approved and adopted as a guide in the development of the highway system in the Caldwell County Urban Area and the same is hereby recommended to the North Carolina Department of Transportation for its subsequent adoption:

ADOPTED, this the 24th day of January 2002.

I, Wanda Reid, Clerk of the Town of Sawmills, North Carolina, hereby certify that the above is a true and correct copy of the excerpts from the minutes of the Sawmills Town Council's meeting of said Town of Sawmills. **WITNESS** my hand and the official seal of the Town of Sawmills this the 24th day of January 2002.

SEAL



Clerk

Thoroughfare Plan Recommendations

Numbers correspond to the Recommendations Map provided
Numbers do not indicate NCDOT priorities

Six Lane Widening

1. **US-321** from the Smith's Crossroads intersection to the Catawba River (*unfunded - estimated cost for section from Southwest Blvd to Catawba River \$109,900,000*)
2. **Single Point Diamond Interchange** at Smith's Crossroads intersection (*unfunded - estimated cost \$36,400,000*)
In the interim extend the northbound right turn lane on US 321 (*TIP U-4429 - construct 2002 - est. cost \$200,000*)

Five Lane Widening

3. **Wilkesboro Boulevard** from the end of existing five-lane section to Blue Creek Road (*unfunded*)
4. **Connelly Springs Road** from Southwest Boulevard to north of Walt Arney Road and new alignment from north of Walt Arney Rd. to US-321 with new interchange at US 321 (*TIP U-2211- part under construction - estimated cost \$21,779,000*)

Four Lane Widening With Median

5. **Connelly Springs Road** from Southwest Boulevard to Burke County (*TIP R-3430 - construct after 2008 estimated cost \$26,000,000*) Most sections to be narrow raised medians with curb & gutter /Some sections will most likely be 5 lanes with curb & gutter
6. **US 64/NC 18** from Burke County to south of Calico Road with an extension of the **five lane** section from south of Calico Road to Hartland Road (*TIP R-2549 - construct after 2008 - estimated cost \$31,750,000*)

Three Lane Widening

7. **McLean Drive & US 321A** from McLean Drive at US 321 to Pleasant Hill Road (*TIP U-2543 - unfunded*)
8. **US 321A** from Pine Mtn. Road to Central Avenue (*TIP U-2543 - unfunded*)
9. **Falls Avenue** from west of Crestview Street to US 321 (*TIP R-2619 - unfunded - estimated cost including interchange modifications \$9,602,000*)

Two Lanes on New Location

10. **Hospital Avenue to Pennell Street** (*unfunded*)
11. **Lower Creek Drive to Wilkesboro Boulevard** (*unfunded*)
12. **McLean Drive Extension** (*TIP U-3813 - construct 2001- estimated cost \$3,280,000*)
13. **Spruce Street to Delwood Drive** (*unfunded*)
14. **Southwest Blvd at US 321 to Alfred Hartley Road** (*unfunded*)
15. **Alfred Hartley Rd. to Wilkesboro Boulevard** (*unfunded*)
16. **Pleasant Hill Road to Mt. Herman Road** (*TIP U-3437- construct 2008- estimated cost \$2,950,000*)
17. **Orchard Road to Pleasant Hill Road** (*unfunded*)
18. **Crump Road to Orchard Road** (*unfunded*)

Two Lanes on New Location Continued

19. Rocky Road to Crump Road (*unfunded*)
20. Pine Mountain Road to US 321 (*unfunded*)
21. Mission Road to Cahah Mountain Road (*TIP R-4064 - construct 2003 - estimated cost \$2,100,000*)
22. ~~McCall Town Road to Premiere Road~~ (*unfunded*)
Dry Ponds to Galt Farm Rd
23. Dry Ponds Road to Pinewood Road (*unfunded*)
24. Pinewood Road to Wyke Road (*unfunded*)
25. Myers Road to US 321 (*unfunded*)
26. Duke ~~Avenue~~ ^{STREET} to US 321A (*unfunded*)
27. Grace Chapel Road to NC 127 in Alexander County (*TIP R-2918 - unfunded - estimated cost \$6,950,000*)
28. Grace Chapel Road to NC 127 in Catawba County (*TIP U-3614 - unfunded - est. cost \$22,050,000 - possible toll road pilot project*)

Improve Two Lanes

29. Taylorsville Road (US 64/NC90) from Wilkesboro Boulevard to Alexander County (*TIP R-2550 - unfunded estimated cost \$6,400,000*)
30. Hibriten Drive from Wilkesboro Blvd. to US 321 (*unfunded*)
31. Grace Chapel Road from US 321 to Proposed Connector into Catawba County (*TIP U-3614 - unfunded estimated cost is included with new location project # 28 above*)
32. Spruce Street from Pennton Avenue to Willow Street (*unfunded*)

Construct Urban Median (with turn lanes at existing signals)

33. US 321 from the Smith's Crossroads intersection to Greenhaven Drive (This recommendation would be an interim improvement to an interchange at Smith's Crossroads - *unfunded*)

Convert to Two-Way Traffic

34. Main Street from West Avenue to College Avenue
Mulberry Street from College Street to Ashe Avenue
The cost for implementation of this project will be shared between the NCDOT and the City of Lenoir

Route Changes (to be considered by the Division Engineer's Office)

Consider rerouting US 321 out of Lenoir via Southwest Boulevard

Consider rerouting NC 90 out of Lenoir business district via Blowing Rock Boulevard

Acronyms & Special Meanings

NCDOT	North Carolina Department of Transportation
TIP	Transportation Improvement Program (NCDOT funding document)
####	Transportation Improvement Program rural project number
U-####	Transportation Improvement Program urban project number
unfunded	No money currently designated for the project



MAYOR
David Stamey

**TOWN
COUNCIL**

TOWN ADMINISTRATOR
Robert Frye

Joe Norman, Mayor Pro-Tem
Gerelene Blevins
Pat Harrison
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Motion offered by Councilman Joe Norman and seconded by Councilman Joe Helton.

ADOPTED by majority vote this the 24th day of January 2002.

ATTEST:

Wanda Reid, Town Clerk
Sawmills Town Council

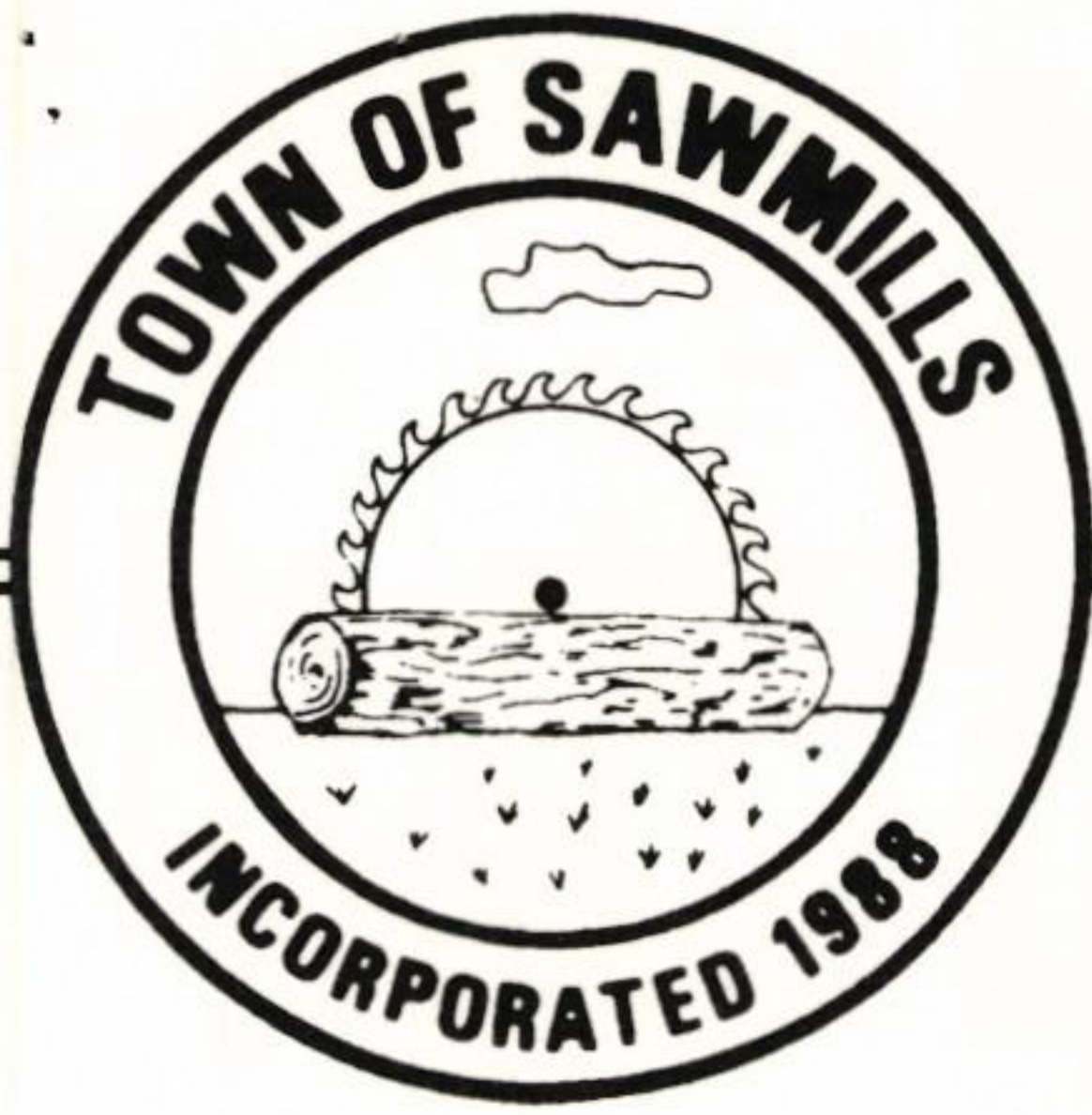
David Stamey, Mayor
Sawmills Town Council

SEAL

Town of Sawmills

4076 US Highway 321-A • Granite Falls, N.C. 28630 • (828) 396-7903 • (828) 396-8955 fax
<http://www.ci.sawmills.nc.us/>

The Town of Sawmills does not discriminate on the basis of age, sex, race, religion, national origin, disability, political affiliation, or marital status.



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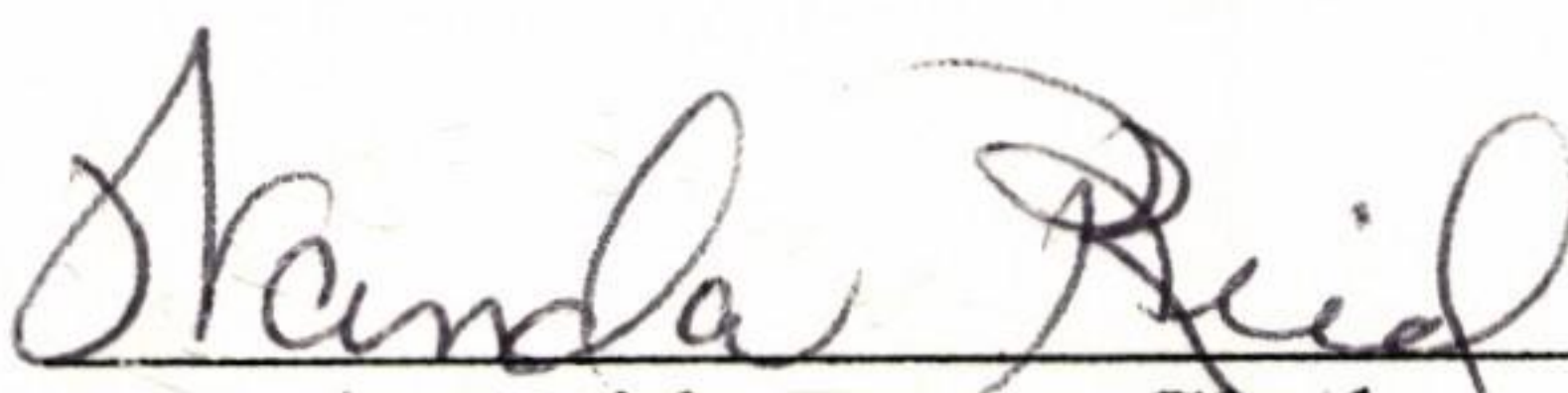
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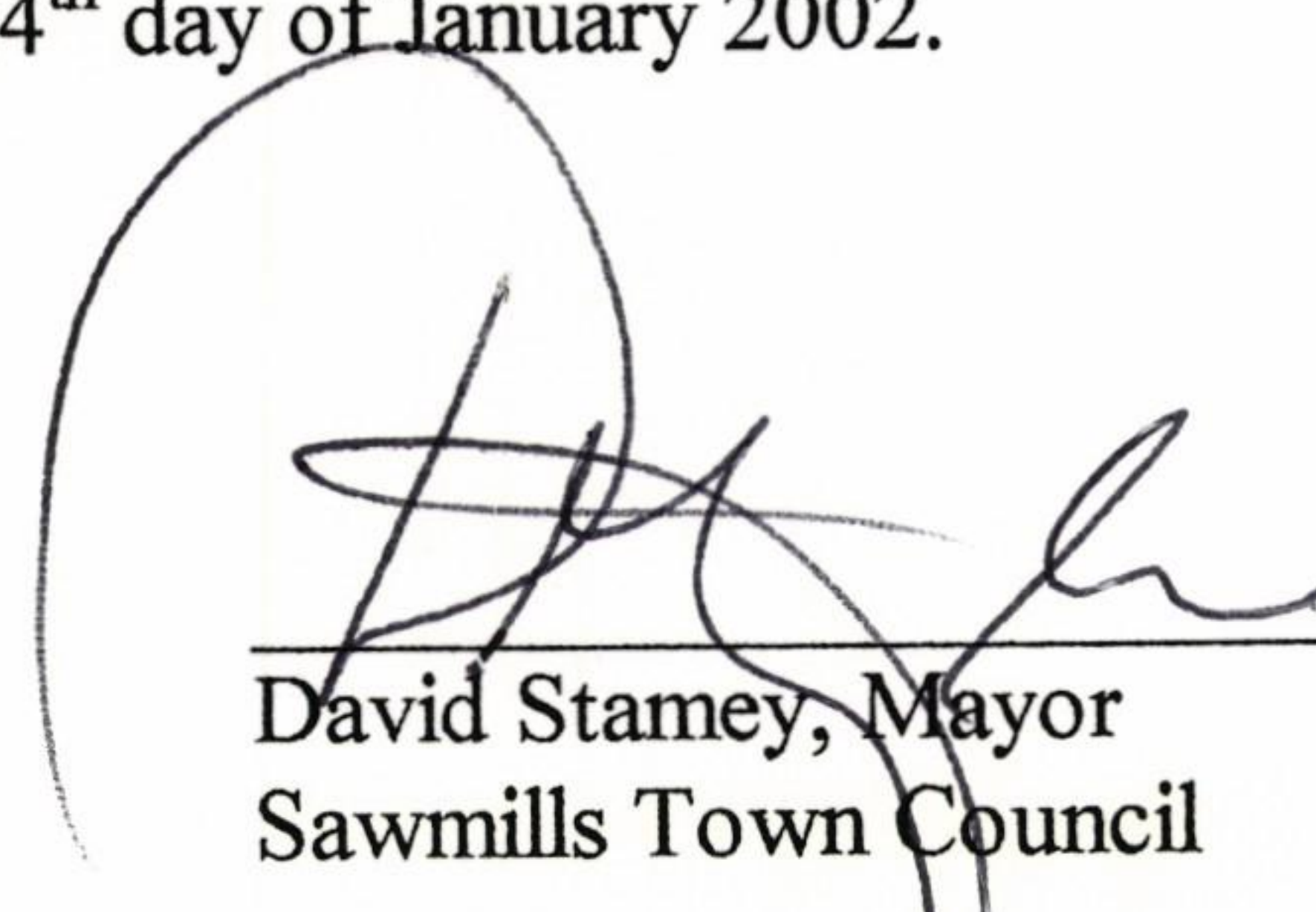
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Sawmills Town Council


David Stamey, Mayor
Sawmills Town Council

SEAL

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NORTH CAROLINA

INTERLOCAL AGREEMENT

CALDWELL COUNTY

This Interlocal Agreement is entered into by and among CALDWELL COUNTY ("the County"), THE TOWN OF GAMEWELL ("Gamewell"), THE TOWN OF SAWMILLS ("Sawmills"), THE TOWN OF CAJAH'S MOUNTAIN ("Cajah's Mountain"), THE TOWN OF HUDSON ("Hudson") and THE TOWN OF GRANITE FALLS ("Granite Falls"), all being political subdivisions of the State of North Carolina.

WITNESSETH:

WHEREAS, Gamewell, Sawmills, Cajah's Mountain, Hudson and Granite Falls (collectively referred to hereafter as "the towns") are all municipal corporations located in Caldwell County; and

WHEREAS, the towns and the County desire to collectively fund and direct certain projects and activities within Caldwell County in the three categories of economic development, environmental protection and capital outlay for the schools within the Caldwell County Public Schools system; and

WHEREAS, the parties have agreed that these joint efforts will be funded by the towns in consideration of the County's continued election of the per capita method of distribution of local government sales and use tax among

the County and cities pursuant to N.C.G.S. §105-472(b)(1), under which election the County receives less sales and use tax revenues, and the towns receive more sales and use tax revenues, than they would receive if the County elected the ad valorem method of distribution; and

WHEREAS, pursuant to the authority of N.C.G.S. Ch. 160A, Art. 20, Part 1, the County and the towns have each resolved to enter into this interlocal agreement to accomplish the purposes herein set forth:

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree and contract as follows:

1. This agreement is entered into for the purposes of Collectively funding and directing local government activities within Caldwell County in the three categories of economic development, environmental protection and capital outlay expenditures for education that are one time expenses and not recurring line items within the Board of Education's yearly budget. It is the intention of the parties to this Agreement that those activities which are anticipated to have the greatest county-wide impact will receive priority in funding.

2. This Agreement shall become effective upon its

adoption by the last party to adopt it by resolution, and shall continue thereafter for a term of five consecutive fiscal years, ending June 30, 2007.

3. An Intergovernmental Advisory Board ("the Advisory Board") is hereby created, which shall consist of one elected official of each of the parties to this Agreement, to be appointed by the governing body of each party. The Advisory Board shall study the needs within Caldwell County in the three categories of economic development, environmental protection and capital outlays for the public schools, and no later than February 15 of each year it shall recommend to the Caldwell County Board of Commissioners a proposed program of activities to be financed by the Fund created by this Agreement. The Caldwell County Board of Commissioners shall, as part of this process, provide the Advisory Board with a list of suggested funding priorities to which, at its discretion, the Advisory Board may add additional projects. Said list to be provided to the Advisory Board no later than December 15 of each year. Provided, however, that during the initial implementing year of this Agreement, the Board of Commissioner's recommendations to the Advisory Board shall be submitted within 90 days after the execution of this Agreement, and the Advisory Board shall submit its

recommendations to the Board of Commissioners within 45 days thereafter. The Advisory Board shall meet so often as it deems advisable, subject to the requirements of the open meetings law, N.C.G.S. Ch. 143, Article 33C. The Advisory Board shall chose from its members a chairperson and a vice-chairperson to preside over its meetings. The Caldwell County Board of Commissioners shall determine annually, after receiving the recommendations of the Advisory Board, which projects or activities from the three categories will be funded in each fiscal year, and in what amounts each project or activity shall be funded. The determinations of the Caldwell County Board of Commissioners shall be final. In the event that the priority list as submitted by the Advisory Board to the Caldwell County Board of Commissioners is deemed unsatisfactory by the Board of commissioners, then the Board of Commissioners shall inform the Advisory Board of this fact in writing and no later than March 16, and in this event, the Caldwell County Board of Commissioners shall instruct the Advisory Board to resubmit a corrected list to the Board of Commissioners no later than April 15 (or, during the initial implementing year of this Agreement, within 30 days after written notice from the Board of Commissioners that the Advisory Board's list is

unsatisfactory). If at this point, disagreements between the Advisory Board and the Caldwell Board of Commissioners still remain over the list of priorities, then the determination of the Board of Commissioners shall be final.

4. Administrative implementation of fund created by this Agreement and of the functions funded thereby shall be the responsibility of the Caldwell County Manager, with appropriate input from the town managers of the towns. The County will provide the personnel perform the functions funded by the fund.

5. The County shall establish a special appropriation fund ("the Fund"), under the authority and control of the Caldwell County Finance Department, which shall be reserved for the activities herein provided. During each fiscal year of this Agreement, Sawmills, Gamewell and Cahah's Mountain shall collectively appropriate and pay into the Fund the sum of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), and Granite Falls and Hudson shall each appropriate and pay into the Fund annually a minimum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00). The exact amount of each town's annual contribution is shown on the attached Exhibit A. Payments into the Fund are due in July of each year, beginning July, 2002. All interest earned on the monies in the Fund shall be credited to the

Fund and spent for the designated activities. The County shall include in its annual audit, and within two weeks after its receipt of the annual audit, it shall provide to each party to this Agreement a written report showing Fund receipts, interest, expenditures and balance. During the term of this Agreement, the County shall continue to elect each year the per capita method of sales and use tax distribution.

6. It is not anticipated that any real property will be acquired under this Agreement.

7. This Agreement may be modified only with the unanimous consent of all of the parties hereto.

8. Any party may withdraw from this Agreement by giving 12-month notice to all participants. Said notice to be given no later than July 1 of the year preceding the participant's desired date of withdrawal. In the event that a town either gives notice of withdrawal or fails to make its annual appropriation and payment to the Fund and said town does not remedy its default within 60 days, that town shall have its membership on the Advisory Board revoked. In the event of such withdrawal or default, the County and remaining towns agree to continue the Agreement at the reduced level of funding for a period of one year, after which time, this Agreement is void. If the County

violates any of its obligations under this Agreement, and does not remedy its violation within 60 days, then this Agreement is terminated, and the County shall not elect the ad valorem method of sales and use tax distribution for a period of three fiscal years after the termination of this Agreement. Provided, however, that the Board of Commissioners failure to provide a list of recommended projects to the Advisory Board shall not constitute a violation of the County's obligations unless the Advisory Board gives written notice to the County Manager, and no list of recommended projects is forthcoming within 60 days after the date of written notice.

9. No later than January 31, 2007, the Advisory Board shall recommend to the governing body of each party to this Agreement whether this Agreement should be extended beyond the five (5) year term, and if so, whether there should be any modifications to the terms of this Agreement.

CALDWELL COUNTY

ATTEST:

KATHY T. MYERS, Clerk to
The Board of County
Commissioners

By: HERBERT H. GREENE,
Chairman, Board of County
Commissioners

Entered into by Caldwell County pursuant to Resolution
adopted by the Caldwell County Board of Commissioners on
the ____ day of _____, 2002.

THE TOWN OF GAMEWELL

ATTEST:

Town Clerk

By: _____
Mayor

Entered into by The Town of Gamewell pursuant to
Resolution adopted by the Gamewell Town Council on the ____
day of _____, 2002.

THE TOWN OF SAWMILLS

ATTEST:

Town Clerk

By: _____
Mayor

Entered into by The Town of Sawmills pursuant to
Resolution adopted by the Sawmills Town Council on the ____
day of _____, 2002.

THE TOWN OF CAJAH'S MOUNTAIN

ATTEST:

Town Clerk

By: _____
Mayor

Entered into by The Town of Cajah's Mountain pursuant to Resolution adopted by the Cajah's Mountain Town Council on the ____ day of _____, 2002.

THE TOWN OF HUDSON

ATTEST:

Town Clerk

By: _____
Mayor

Entered into by The Town of Hudson pursuant to Resolution adopted by the Hudson Town Council on the ____ day of _____, 2002.

THE TOWN OF GRANITE FALLS

ATTEST:

Town Clerk

By: _____
Mayor

Entered into by The Town of Granite Falls pursuant to Resolution adopted by the Granite Falls Town Council on the ____ day of _____, 2002.