

JANUARY 21, 2003
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, Associate Pastor of Fellowship Baptist Church, gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor David Stamey led the audience in saying the Pledge of Allegiance.

ADOPT AGENDA: There being no additions, Joe Norman made the motion to adopt the agenda. Gerelene Blevins seconded. All were in favor.

APPROVAL OF DECEMBER 17, 2002 REGULAR MINUTES: Bill Ramsey made the motion to approve the previous minutes with Joe Helton seconding. All were in favor.

NCDOT AND TOWN OF SAWMILLS MUNICIPAL AGREEMENT: Town Administrator Robert Frye informed Council that North Carolina Department of Transportation plans to begin construction of the Mission Road/Cajah's Mountain intersection realignment later this year, and has submitted a Municipal Agreement for the town to sign. It is a standard agreement and covers the installation of sidewalks along 321-A and the relocation and replacement of some Town water lines, both which will be at NCDOT's expense. (See attached) Gerelene Blevins made the motion to accept the agreement. Bill Ramsey seconded. All were in favor.

FINANCIAL MATTERS

- A. **Budget Amendment: Recognition of Unanticipated Revenue.** The North Carolina Department of Revenue made an unexpected distribution of the Utilities Franchise Tax that consisted of a total of \$26,236.00. Since staff was uncertain if the State would release any of the funds, staff did not include these funds in this year's budget. Bill Ramsey made the motion to amend the budget to reflect the unanticipated revenue. Joe Norman seconded, with all in favor. (See attached).
- B. **Mid Year Financial Report:** Town Finance Director Bonnie Mann reviewed the mid year financial report with Council.

- C. ***Bid Award: Edgewood Drive Water Line:*** Bids for the Edgewood Drive Water line are as follows:

Hickory Construction Company	\$14,375.00
Ronny Turner Construction Co.	\$20,040.00
Max Prestwood Water & Sewer	\$22,120.00
USI/Spainhour & Sons	\$35,263.20

On a motion made by Gerelene Blevins, seconded by Bill Ramsey, Council voted to award Hickory Construction Company the bid.

- D. ***Proposed Budget Workshop Schedule:*** Town Administrator Robert Frye reviewed the proposed workshop schedule with Council. Joe Helton made the motion to adopt the schedule with Pat Harrison seconding. All were in favor. (See attached)

PLANNING MATTERS

- A. ***William Barlow: Minor Subdivision Plat Review:*** Mr. Barlow submitted a request for a minor subdivision of his property located off Sonnet Drive. The subdivision involves splitting the parcel into two pieces. Town Attorney Terry Taylor suggested that on the upper lot that shows the one dwelling that is already there, that a notation be made that this is a private drive and that a private drive agreement be made. Joe Norman made the motion to approve the plat with the changes as recommended by the Town Attorney. Gerelene Blevins seconded. All were in favor.
- B. ***Carl Herman: Minor Subdivision Plat Review:*** Mr. Herman submitted a request for a minor subdivision of his property located off Horseshoe Bend Road. The subdivision involves splitting the parcel into three pieces. Mr. Herman is also requesting that the 19.459-acre parcel be added to the adjacent Phillip Herman property. Bill Ramsey made the motion to approve the minor subdivision plat including the requested lot recombination. Gerelene Blevins seconded. All were in favor.
- C. ***Benny L. Townsend Property Recombination Request:*** Mr. Benny L. Townsend recently purchased 4.039 acres from his neighbor Darell Townsend and wants to combine it with his property of 14.039 acres located off Horseshoe Bend Road. Mr. Darrell Townsend wishes to combine the remaining 3.522 acres with an adjacent piece of property.

Joe Norman made the motion to approve the recombination request with Bill Ramsey seconding. All were in favor.

D. Update: Status of J. C. Annas Manufactured Home Lawsuit: Mr. Frye informed Council that Mr. Annas had completed the work required to bring his home into compliance with the Town Zoning Code. He informed Council they needed to determine how they would proceed in the matter. Since Mr. Annas had complied with the Town's directive, it was staff's feeling the lawsuit should be dismissed. Councilwoman Gerelene Blevins stated that Mr. Annas was granted numerous extensions to comply with the ordinance before fines were levied against him. She said dismissing the lawsuit would set a precedent where the Town would have to dismiss all suits against parties being fined by the town. After some discussion, Joe Norman made the motion to drop the lawsuit against Mr. Annas and go to other concerns. Bill Ramsey seconded. Voting for: Joe Norman, Joe Helton, Pat Harrison and Bill Ramsey. Voting against: Gerelene Blevins. Motion carried by a four to one vote.

E. Discussion: Revision of Town Ordinance Book: Mr. Frye reviewed the list of revisions that staff feels need to be made to the ordinance book in order to bring it in line and up to date with the numerous changes that have been made to it over the last several years. On a motion made by Joe Norman, seconded by Gerelene Blevins, Council voted to approve the revision to the Town Ordinance Book.

RECREATION MATTERS:

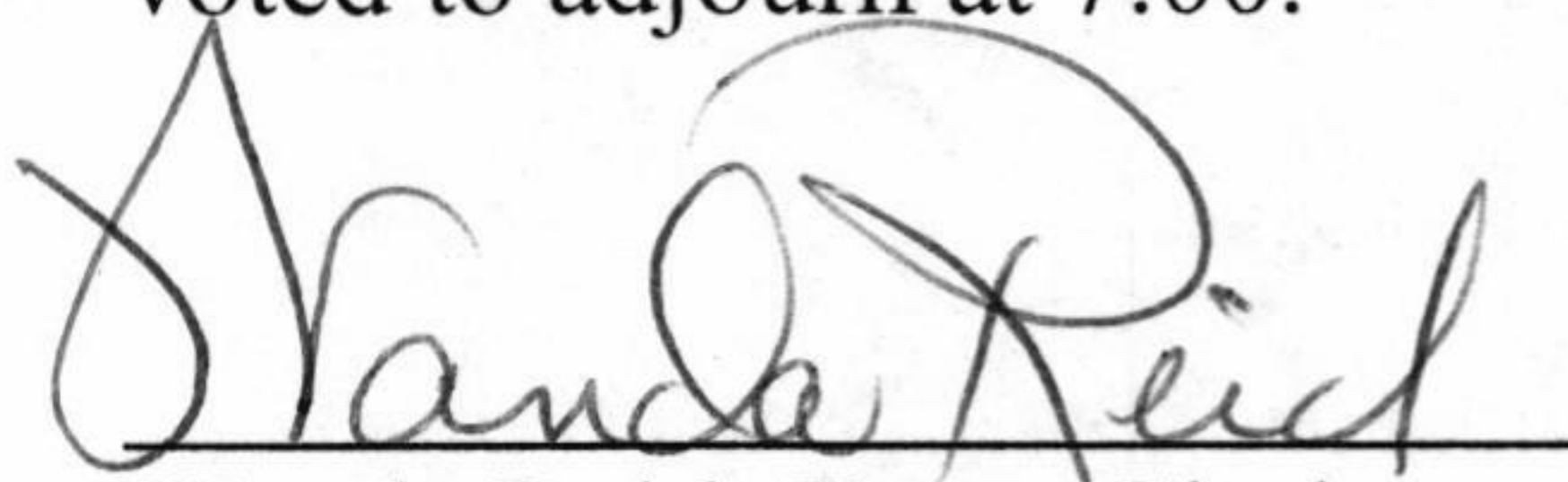
A. South Caldwell Optimist Club Park Use Agreement: The agreement between the Town of Sawmills and the South Caldwell Optimist Club for the use and operation of the Town Park is identical to the one now in force between the Town and the Sawmills Optimist Club. Sawmills Optimist Club has ceased operation and has been replaced by the South Caldwell Optimist Club. A new agreement needs to be signed. Joe Helton made the motion to approve the lease agreement with South Caldwell Optimist Club with Gerelene Blevins seconding. All were in favor. (See Attached).

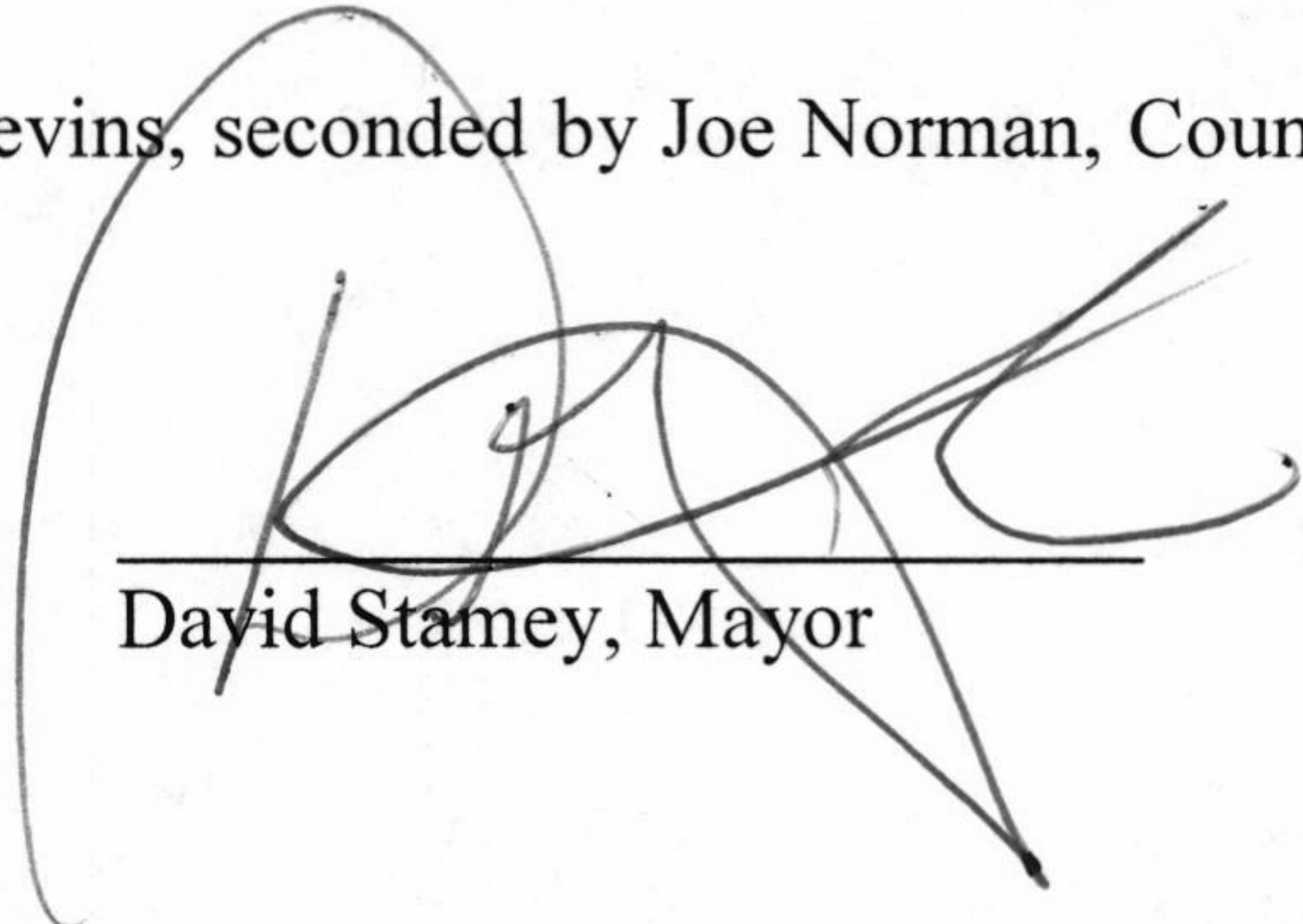
B. Update: Conley Creek Access Recreation Master Plan: When the Town annexed the 68-acre tract of property known as the Conley Creek Access Area, the town agreed to develop a park on the property. Mr. Sam Erwin with Western Piedmont Council of Governments reviewed a draft of the Town's master recreation plan, which is a ten-year plan for the development of the park.

DISCUSSION: Sawmills School Road Railroad Crossing: Mayor Stamey informed the audience he had talked with the Department of Transportation about the condition of the Sawmills School Road intersection with 321-A and was told that DOT planned to patch the potholes in the road.

DISCUSSION: Town Bulletin Board: Mayor Stamey related that some residences did not read the newspaper and suggested other ways of informing the public about trash pick-up besides the newsletter and advertising in the newspaper. After some discussion, it was decided that staff check into an information board similar to the Fire Departments and that it be or discussed during the upcoming budget meetings.

ADJOURN: On a motion made by Gerelene Blevins, seconded by Joe Norman, Council voted to adjourn at 7:00.


Wanda Reid, Town Clerk


David Stamey, Mayor

NORTH CAROLINA
CALDWELL COUNTY

11/1/02

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

MUNICIPAL AGREEMENT

AND

PROJECT: R-4064

TOWN OF SAWMILLS

THIS AGREEMENT, made and entered into this the ____ day of _____, 20__, between the DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, hereinafter referred to as the Department, and the TOWN OF SAWMILLS, a municipal corporation, hereinafter referred to as the Municipality;

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway constructions and improvements within the Municipality under Project R-4064, Caldwell County, said plans consisting of the construction of the intersection of US 321A and SR 1108 (Mission Road) east of US 321A and SR 1130 (Cajah's Mountain Road) west of US 321A in Sawmills; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the Department and the Municipality have agreed that the corporate limits of the Municipality, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, the Municipality and the Department are authorized by the following legislation: General Statutes of North Carolina, Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to provide adequate traffic operating controls and control devices for the safe and efficient utilization of highways; and,

WHEREAS, the Town Council of the Municipality has approved the construction of said project in accordance with the plans and specifications on file with the Department and has agreed to participate in certain costs thereof in the manner and to the extent as hereinafter set out and has further agreed to the establishment and maintenance of certain traffic operating controls as hereinafter set out.

NOW, THEREFORE, in consideration of the premises and the benefits accruing to the Department and the Municipality as the result of the construction of Project R-4064, Caldwell County, it is agreed as follows:

1. The Department shall be responsible for the preparation of the environmental and/or planning document, including any environmental permits, needed to construct the project. All work shall be done in accordance with Departmental procedures and guidelines.
2. The Department shall be responsible for the design of the project plans and specifications for the project. All work shall be done in accordance with Departmental standards and specifications.
3. The Municipality, without expense to the Department, shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocation of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately - or publicly-owned utilities.

4. The Municipality agrees to provide for the adjustment of any municipally-owned utilities, with the exception of water and sewer lines, without cost to the Department. The Department shall reimburse the Municipality in accordance with the Department's Municipally-Owned Utility Policy when appropriate.

5. The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.

6. The Department shall acquire the right of way necessary to provide a right of way of the width and of the length as called for in the plans and specifications of the project on file with the Department, such right of way to be provided by the Department without any cost whatsoever to the Municipality.

7. At the request of the Municipality, and in accordance with the Department's "Guidelines for Planning Pedestrian Facilities", the Department shall include provisions in its construction contract for the construction of sidewalks along the east side of US 321A from SR 1122 (Sawmills School Road) to the new intersection of SR 1108 (Mission Road) and SR 1130 (Cajah's Mountain Road) and continue along the north side of SR 1108 (Mission Road) from this new intersection to Baird Street, of the Project which is located within the corporate limits of the Municipality. Said work shall be performed in accordance with Departmental policies, procedures, standards and specifications, and the following provisions.

(A) It is understood by both parties that all sidewalk work shall be performed within the existing roadway right of way. However, should it become necessary, the Municipality, at no expense or liability whatsoever to the Department, shall provide any needed right of way and or construction easements for the

construction of the sidewalks, and remove from said rights of way all obstructions and encroachments of any kind or character. Acquisition of any needed right of way shall be performed in accordance with the following state and federal policies and procedures, "Right of Way Acquisition Policy and Land Acquisition Policy, contained in the Federal-Aid Policy Guide, Part 712, Subpart B", and the North Carolina Right of Way Manual (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970). The Department shall be indemnified and held harmless from any and all damages and claims for damages associated with the acquisition of any construction easements and/or right of way.

(B) The Municipality, at no expense to the Department, shall relocate and adjust all utilities in conflict with the construction of the sidewalk. All utility work shall be performed in a manner satisfactory to the Department and in conformance with Department standards, specifications, policies and procedures. Said work shall be accomplished in a timely manner in order that the Department will not be delayed in the construction of the sidewalks.

(C) Upon completion of the project, the Municipality shall reimburse the Department twenty percent (20%), of the actual cost, including administrative costs, of the work associated with the construction of the sidewalks. The Department shall participate in eighty percent (80%) of the cost of the sidewalks of the actual total project construction cost (excluding the cost of bridge improvements) of that portion of the project within the corporate limits, where new sidewalks are to be installed. The estimated cost of the sidewalks is \$52,430.00. The estimated cost to the Municipality is \$10,486.00. Both parties understand that this is an estimated cost and is subject to change. Reimbursement to the Department shall be made in one final payment within

sixty days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105.241.1.

(D) In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, the Municipality hereby authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by the General Statutes of North Carolina, Section 136-41.1, until such time as the Department has received payment in full.

8. Upon completion of the sidewalks, the Municipality, at no expense to the Department, shall assume all maintenance responsibilities for the facilities and release the Department from all liability.

9. It is further agreed that, upon completion of the project, the Department shall establish, maintain and enforce traffic operating controls on Project R-4064 in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, the Policy on Street and Driveway Access to North Carolina Highways dated January 9, 1987, or a subsequent revision thereof, and all Departmental criteria.

10. Subject to successful completion of the planning document and all required environmental work, the Department will construct the project in accordance with the plans and specifications adopted therefor or as altered or amended by the Department. The Department shall have the right to abandon the project at any time before the Municipality has been called upon to perform any part of its agreement.

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department is subject to the conditions of this Agreement and that no expenditure of

funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given, as evidenced by the attached certified copy of Resolution, Ordinance or Charter Provision, as the case may be.

L.S.

ATTEST

BY: _____
CLERK

MUNICIPAL SEAL

TOWN OF SAWMILLS

BY: _____
MAYOR

Federal Tax Identification Number

Town of Sawmills

Remittance Address:
Town of Sawmills

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE HIGHWAY ADMINISTRATOR

APPROVED AS TO FORM:

BY: _____
ASSISTANT ATTORNEY GENERAL

COPY OF A RESOLUTION PASSED BY THE TOWN COUNCIL
OF THE TOWN OF SAWMILLS, NORTH CAROLINA

A motion was made by _____ and seconded by _____
_____ for the adoption of the following Resolution, and upon
being put to a vote was duly adopted:

WHEREAS, the North Carolina Department of Transportation has prepared and adopted plans to make certain street and highway improvements within this Municipality under Project R-4064, Caldwell County, said plans consisting of the construction of the intersection of US 321A and SR 1108 (Mission Road) east of US 321A and SR 1130 (Cajah's Mountain Road) west of US 321A in Sawmills; and,

WHEREAS, said Department of Transportation and this Municipality propose to enter into an Agreement for the above-captioned project whereby this Municipality agrees: (1) to effect the necessary adjustment of any utilities under franchise without cost to the Department of Transportation, and (2) to provide for the adjustment of any municipally-owned utilities, except water and sewer lines, without cost to the Department of Transportation, except that said Department will reimburse this Municipality in accordance with said Department's Municipally-Owned Utility Policy; and,

WHEREAS, the Department agrees to acquire the right of way and construct the project in accordance with the approved project plans, and,

WHEREAS, at the request of the Municipality, the Department shall construct sidewalks along the east side of US 321A from SR 1122 (Sawmills School Road) to the new intersection of SR 1108 (Mission Road) and SR 1130 (Cajah's Mountain Road) and continue along the north side of SR 1108 (Mission Road) from this new intersection to Baird Street, and shall reimburse the Department 20% of the actual cost of the work; and,

WHEREAS, the Agreement will further provide for the establishment, maintenance, and enforcement of traffic operating controls for the regulation and movement of traffic on the project upon its completion.

NOW, THEREFORE, BE IT RESOLVED that Project R-4064, Caldwell County, is hereby formally approved by the Town Council of the Town of Sawmills and that the Mayor and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the Department of Transportation.

I, _____, Clerk of the Town of Sawmills, do hereby certify that the foregoing is a true and correct copy of the excerpts from the Minutes of the meeting of the Town Council duly held on the ____ day of _____, 20__.

WITNESS, my hand and the official seal of said Municipality on this the ____ day of _____, 20__.

SEAL

CLERK
TOWN OF SAWMILLS
NORTH CAROLINA

BUDGET AMENDMENT
TOWN OF SAWMILLS
General FUND

The Town Council of the Town of Sawmills at a meeting on the 21 day of January 2003 passed the following resolution.

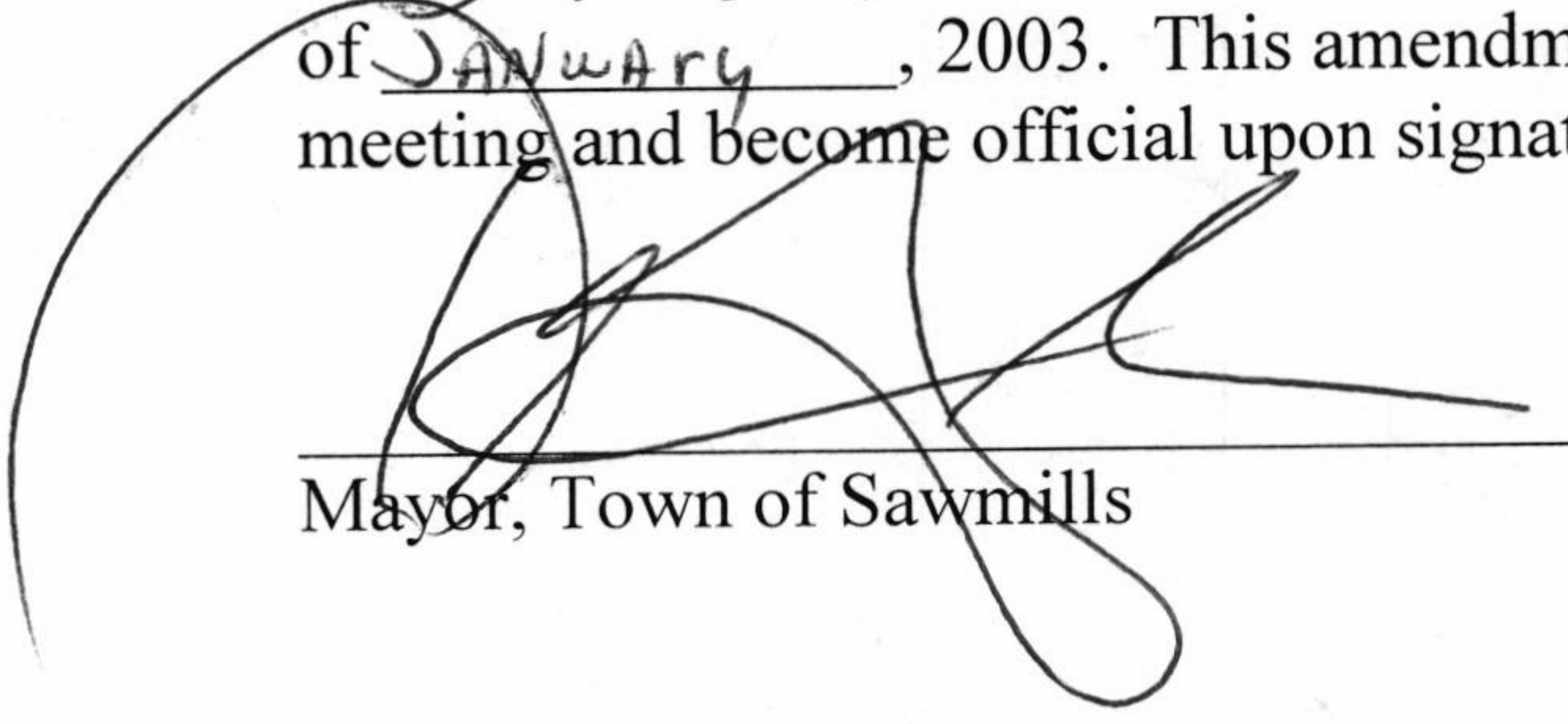
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ended June 30, 2003.

Account Number	Description	Increase	Decrease
Expenditures			
4180-00-1	Contingency Expense	\$26,326	
Revenues			
3234-00-1	Sales Tax on Telecommunications	\$ 5,986	
3324-00-1	Franchise Tax on Electric Power	\$17,226	
3235-00-1	Excise Tax on Piped Natural Gas	\$ 236	
3839-01-1	Mowing Revenue	\$ 2,878	

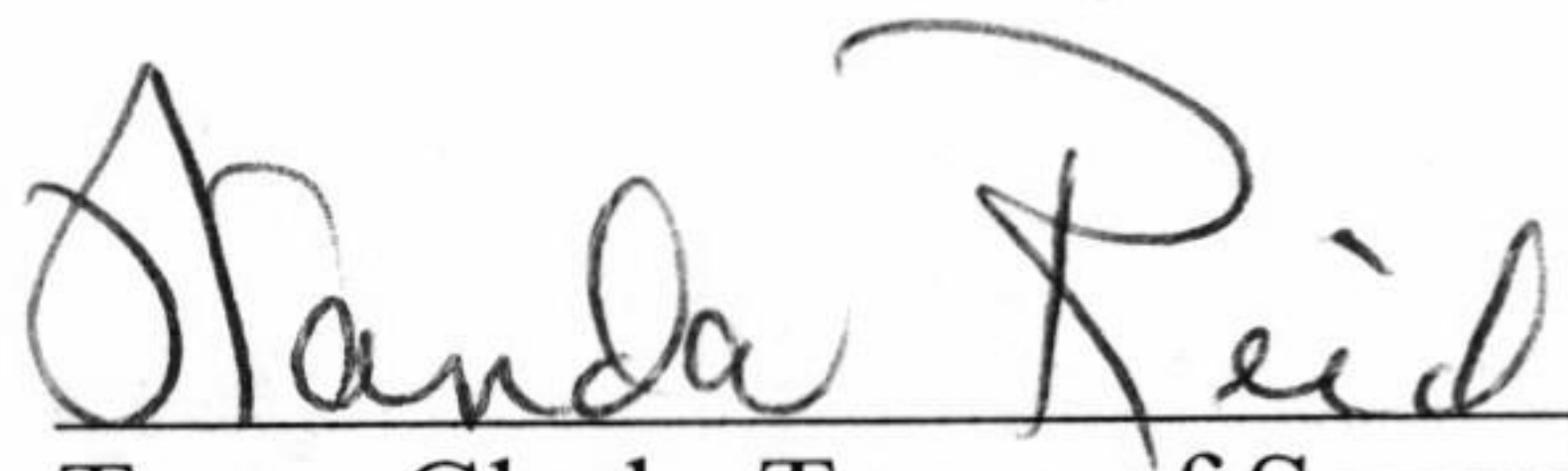
Explantion: To include in the Budget monies released from the State.

Total Appropriation in Current Budget	\$0
Amount of Increase(Decrease) of Above Amendment	\$26,326
Total Amount in Current Amended Budget	\$26,326

Passed by majority vote of the Town Council of the Town of Sawmills on the 21 day of JANUARY, 2003. This amendment shall be attached to the minutes of such meeting and become official upon signature of the Mayor and Town Clerk.



Mayor, Town of Sawmills



Town Clerk, Town of Sawmills

Tentative Budget Schedule FY 2003-04

February 18th

(Regular Council Meeting) Preliminary Budget Discussion

March 11th

(Special Meeting: Tuesday Evening 5:30-7:30) Budget Workshop Number 1

April 8th

(Special Meeting: Tuesday Evening 5:30-7:30) Budget Workshop Number 2

May 6th

(Special Meeting: Tuesday Evening 5:30-7:30) Budget Workshop Number 3

May 22nd

(Special Meeting: Thursday Evening 5:30-7:30) Budget Workshop Number 4 (If Needed)

June 17th

(Regular Council Meeting) Presentation of the FY 2002-03 Budget

July 15th

(Regular Council Meeting) Budget Hearing

July 15th

(Regular Council Meeting) Adopt Budget

STATE OF NORTH CAROLINA

LICENSE AGREEMENT

COUNTY OF CALDWELL

THAT WHEREAS, the Town of Sawmills, a municipal corporation and South Caldwell Optimist Club, Inc., a North Carolina non-profit corporation have heretofore entered into a Lease Agreement dated the 21st of January, 2003.

WITNESSETH:

THAT WHEREAS, the Town of Sawmills, a municipal corporation of Caldwell County does hereby grant unto South Caldwell Optimist Club Inc. a License Agreement to run recreational programs and operate the concession stand at the Sawmills Town Park according to those terms and conditions set forth herein below:

1. This license shall exist for a period of five (5) years to begin on the 21st day of January 2003 and to end on the 31st day of January 2008. This agreement shall then automatically renew for one-year terms unless either party gives Notice of Termination at least fifteen (15) days prior to the end of the then applicable term.
2. This grant of license is exclusive to the South Caldwell Optimist Club, Inc. and may not be assigned. This license grants to the Optimist Club the scheduling rights for use of the baseball fields from March 15 through July 31 of each year. At all other times and places all scheduling and any changes of programs must be submitted by the Optimist Club President to the Town Administrator, and approved prior to actual use.
3. The Licensee shall not use or permit said premises or any part thereof to be used for any purpose or purposes other than the running of Optimist recreation programs and operation of a concession stand.
4. The licensee agrees to abide by all terms and conditions set forth in the Town of Sawmills Code of Ordinances that applies to parks, recreation, and public property generally.
5. The licensee shall indemnify and save harmless the Town and its officers, agents, and employees from and against all claims, demands, actions, suits, and proceedings by others and against all liability to others arising out of the exercise of this License Agreement, including, but not limited to, any liability for damages by reason of failure of the licensee to secure releases from any individual taking part in the operation of the clubhouse, concession stand and recreational programs and against any and all other loss, costs or expense,

including reasonable attorneys fees from any products sold or any other use or operation of said park and/or clubhouse and/or concession stand.

6. Concurrently with the signing of this license, the licensee shall file with the Town Clerk and all times there under, maintain in full force and effect for the terms of such license or any renewal there of, a good and sufficient liability insurance policy providing \$300,000.00 coverage for personal injuries to each person; \$500,000.00 coverage for all personal injuries in each accident and \$300,000.00 coverage for all property damage in each accident. The policy shall name the Town as an additional insured and shall be for the purpose of insuring the town against any legal liability, court costs and costs of defense for any action, including reasonable attorney's fees, cause of action, claim or demand for personal injury, death or property damage arising out of the use of the premises.
7. The licensee agrees that any and all individuals who will be operating said park and/or concession stand will wear appropriate identification designating himself or herself as a member of the South Caldwell Optimist Club.

MAINTENANCE AND ACCOUNTING FOR FUNDS

1. The licensee has inspected said park facilities including concession stand, accepts the same in its existing condition, and agrees to maintain said stand and ball field and return the premises to the Town at the end of the license term in the same condition, as it is now less reasonable wear and tear.
2. The licensee agrees that any and all improvements, fixtures attached and repairs done to said premises at the end of the license term shall become the sole and absolute property of the Town of Sawmills.
3. The licensee agrees not to operate the park and concession stand in such a manner as to create a public nuisance or constitute a danger to the public health, safety or welfare of others and agrees to keep and maintain said concession stand in conformance with all applicable local, state and federal codes and ordinances.
4. The licensee agrees to keep and maintain said ball fields inside the fence, the concession stand and appurtenances and every part thereof in good and sanitary order and repair.
5. The licensee agrees to pay for all water, heat, light, power, and other services supplied to said concession stand.
6. The South Caldwell Optimist Club agrees that all funds and monies generated from operation of said concession stand and billboard advertising will be used and applied to support youth and recreational programs conducted in the

Town of Sawmills and no less than annually an accounting of the funds so spent will be provided to the Town Council.

7. The South Caldwell Optimist Club agrees to submit no less than annually current Financial Statements and Budgets for the next year and such other financial information as may be requested by the Town.
8. During the time that the Optimist Club has scheduled activities, taking place at the park no other vendor will be allowed on the premises unless mutually agreed to by the Optimist Club and Town Council.

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be duly executed the day and year first above written.

TOWN OF SAWMILLS

By: _____ (Seal)
Mayor

Attest:

Secretary
(Corporate Seal)

SOUTH CALDWELL OPTIMIST CLUB

By; _____ (Seal)

ATTEST:

Secretary
(Corporate Seal)