

MINUTES OF MEETING
MARCH 17, 1998

COUNCIL PRESENT

MAX ANDREWS
BILL RAMSEY
ROGER CLARK
DENNIS WILSON
BOBBY AUSTIN
DAVID STAMEY

STAFF PRESENT

PAUL CULPEPPER, ATTY.
CHESTER WEST, ENG.
SYLVIA LAMB, PLAN.
ERIC DAVIS, ADMIN.
WANDA REID, CLERK

Mayor Max Andrews called the meeting to order and welcomed all guests.

Invocation was given by Rev. Ashley Crouse.

Bill Ramsey made the motion to adopt the agenda. Dennis Wilson seconded. Vote unanimous.

Motion was made by Bill Ramsey, seconded by Dennis Wilson, to approve the minutes of the March 3, 1998, regular meeting. All were in favor.

On a motion made by Bill Ramsey, seconded by Roger Clark, Council voted to approve the minutes of the budget meeting held on March 10, 1998.

PUBLIC HEARING #1 was opened by motion of David Stamey and seconded by Bobby Austin. Planner Sylvia Lamb related to Council of the petition made by Arvil and Linda Dula for voluntary annexation into the Town of Sawmills. The property is contiguous by approximately 225 feet and is approximately one acre of land.

On a motion made by Dennis Wilson, seconded by Roger Clark, Council voted to close PUBLIC HEARING #1 at 6:05 PM.

On a motion made by Dennis Wilson, seconded by Bobby Austin, Council voted to open PUBLIC HEARING #2 Administrative Rezoning 98-1 at 6:10 PM. Ms Lamb informed Council that the subject property consists of 22.9807 acres, and is located off Dry Ponds road. Currently, the property is separated into three tracts, Tract 2 and 3 are zoned R-20 Low Density Residential and Tract 1 is zoned RA-20 Medium Density Residential. All surrounding properties are zoned residential, however, the two southern tracts are zoned inconsistent with the northern tract. Plans are in progress for subdividing Tract 2 and 3 for site-built homes. Bill Ramsey made the motion to close PUBLIC HEARING #2. Dennis Wilson seconded. All were in favor.

On a motion made by Bobby Austin, seconded by David Stamey, Council voted to approve the voluntary annexation of Arivil and Linda Dula, effective June 30, 1998.

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David Stamey made the motion to change the Administrative Rezoning 98-1 from RA-20 to R-20, in order to make tract #1 consistent with tracts 2 and 3. Roger Clark seconded, with all in favor.

The Caldwell County Board of Elections has sent the Town of Sawmills, two cost estimates concerning placing a second voting precinct in the Town. The first option would be having 10 booths for the precinct at the one time cost of \$2,180., in addition to other charges consisting of \$6,613.20. The second option would be 5 booths at the cost of \$1,150. with the other charges. On a motion made by Roger Clark, seconded by David Stamey, Council voted to approve the total cost of providing the 10 booths. This same motion directed Eric Davis to write a letter to the Board of Elections informing them of this decision.

Residents of Holly Springs road has petitioned for waterlines, street improvements, and the Town to take over maintenance. Bill Ramsey made the motion to table a decision on this until cost estimates could be obtained. David Stamey seconded. All were in favor.

A motion was made by Roger Clark, seconded by Bill Ramsey to adopt a resolution of intent to consider an ordinance amending the Charter. Vote unanimous.

On a motion made by Roger Clark, seconded by David Stamey, Council voted to give a \$500. donation to the Caldwell County Shelter Home.

Dennis Wilson made the motion to purchase a 3/4"-2"K Universal Tapping Tool, and a 14" Pipe, Cut off saw from Hughes Supply at the cost of \$1,658. David Stamey seconded with all in favor.

Town Administrator Eric Davis reminded Council of the upcoming League of Municipalities Regional Meeting in Hickory on April 29, 1998.

On a motion made by Roger Clark, seconded by Bill Ramsey, Council voted to table a drainage problem on Duff Drive until the resident could clean up the far southeast corner of his property. This is the lowest point and is clogged with building materials, tree limbs, trash and other debris.

Concerning the town hall renovations, Eric Davis informed Council that wallboard previously bought did not work because of uneven walls. Bill Ramsey made the motion with Bobby Austin seconding to have sheetrock applied. All were in favor.

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On a motion made by David Stamey, seconded by Dennis Wilson, Council voted to have employees place a "25 MHP" speed sign and a "Children at Play" sign on Mayfield Drive.

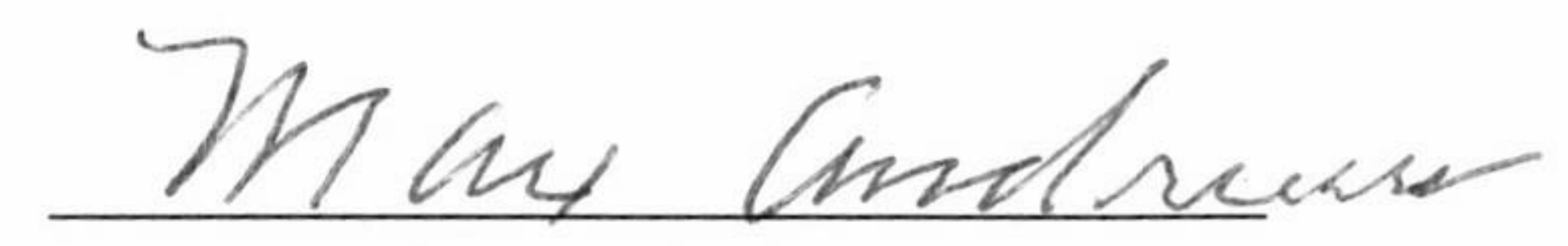
Town Administrator Eric Davis reminded Council that March 30, 1998, would begin the new sanitation collection routes, also letters will be sent to each residence reminding them of this.

On a motion made by Dennis Wilson, seconded by Roger Clark Council voted to go into CLOSED SESSION at 7:00 PM.

Bobby Austin made the motion to come out of CLOSED SESSION. Roger Clark seconded. All were in favor.

David Stamey made the motion to adjourn at 7:40 PM. Roger Clark seconded, with all in favor.


Wanda Reid, Town Clerk


Max Andrews, Mayor

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
TOWN OF SAWMILLS, NORTH CAROLINA

WHEREAS, the Town Council has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Town Hall at 5:00 p.m. on March 17, 1998, after due notice by the *Lenoir News-Topic* on March 11, 1998; and

WHEREAS, the Town Council finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Sawmills, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Sawmills as of July 1, 1998:

BEGINNING on an iron stake and concrete marker Harry M. Maye's and Lee Helton's corner in Mrs. Marvin Wilson's property line and runs with said Wilson's and Duke Power Company's line South 3 degrees 30 minutes West 311.10 feet to an iron stake Harry M. Maye's Southeast corner in Duke Power Company's line; thence with Harry M. Maye's and J. H. Parlier's line South 81 degrees and 00 minutes West 140 feet to an iron stake in the field said Parlier's and Maye's corner; thence still with Parlier's and Maye's line and parallel to the First line North 3 degrees 30 minutes East 311.10 feet to an iron stake J. H. Parlier's and Harry M. Maye's corner in Lee Helton's line; thence with said Helton's and Maye's line North 81 degrees 00 minutes East 140 feet to the point of beginning, containing 43,554 square feet or one acre, more or less.

Section 2. Upon and after July 1, 1998, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Sawmills and shall be entitled to the same privileges and benefits as other parts of the Town of Sawmills. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Sawmills shall cause to be recorded in the office of the Register of Deeds of Caldwell County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Town Board of Elections, as required by G.S. 163-288.1

Adopted this the 17th day of March, 1998.

Way Andrews
Mayor

ATTEST:

Nanda Reid
Town Clerk

APPROVED AS TO FORM:

Town Attorney

UNIFOUR CONSORTIUM

JOINT COOPERATION AGREEMENT FOR HOME INVESTMENT PARTNERSHIP ACT HOME INVESTMENT IN AFFORDABLE HOUSING

THIS AGREEMENT, entered into this 3rd day of March, 1998, by and between the County of Alexander, County of Burke, County of Caldwell and County of Catawba, (herein called the Counties), and Town of Sawmills, (herein called the "Lead Entity") and all other municipalities within Alexander County (including Taylorsville), Burke County (including Connelly Springs, Drexel, Hildebran, Morganton, Rutherford College, Rhodhiss, and Valdese), Caldwell County (including Cajah's Mountain, Gamewell, Granite Falls, Hudson, Lenoir and Sawmills) and Catawba County (including Brookford, Catawba, Claremont, Conover, Hickory, Long View, Newton and Maiden), herein known as Cooperating Units, said parties to the agreement each being a general local governmental unit of the State of North Carolina, and is made pursuant to North Carolina Statutes, Article 20 of Chapter 160A.

WITNESSETH THAT:

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 (herein called the "Act") makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Act; and

WHEREAS, it is the desire of the parties that beginning in Fiscal Year 1998 the Lead Entity act in a representative capacity for all cooperating members of local government and desires that the Lead Entity assume overall responsibility for ensuring that the Consortia for the HOME Program is carried out in compliance with the requirements of this Act.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The parties agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program. The Counties and Cooperating Units hereby authorize the Lead Entity to submit for and receive HOME funding from the United States Department of Housing and Urban Development. The Lead Entity is authorized to act in a representative capacity for all Counties and Cooperating Units for purposes of the HOME Program.
2. The Counties and Cooperating Units hereby authorize the Lead Entity to establish a local HOME Investment Trust Fund for receipt of HOME funds and repayments.
3. The Lead Entity, Counties and Cooperating Units shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by providing to the Lead Entity that information needed. The Counties and Cooperating Units

shall execute and submit the required certifications, and shall prepare and submit its plan for monitoring compliance with the Consolidated Plan. The Lead Entity assumes overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR 92.350(a)(5).

4. The Counties and Cooperating Units shall be entitled to a pro rata portion of the HOME funding for eligible uses under the HOME Bill and shall be responsible for meeting the matching funds requirements. The funding shall be prorated according to the amount which the federal government establishes for each participating entitlement community in the consortium. If no entitlement amounts are established for the participating cities in the Unifour Consortium, funds for the participating cities shall be allocated on the basis of need, after 15 percent has been subtracted from the total consortium funding to provide assistance to nonprofit organizations established within the Counties.

5. The Consortium agrees that 15 percent of all HOME funds received will be set aside for the use of Community Housing Development Organizations (CHDOs) which have 501 C-3 tax status as required by federal law.

6. The Cooperating Units shall have the right to reallocate their HOME funding to the respective county to be used outside the city limits when the city is unable to use the funding due to lack of eligible projects or matching resources. A schedule for reallocation shall be mutually agreed upon to allow HOME funding to be used before reallocation by the United States Department of Housing and Urban Development to jurisdictions outside the Unifour Consortium.

7. The Cooperating Units agree that Lead Entity or other cooperating local government HOME funds can be used within the Counties limits provided such eligible HOME activities are consistent with the Consortium's adopted Consolidated Plan. The Counties and Cooperating Units shall be responsible for providing the matching funds unless such project is a joint project desired by the Lead Entity in which case the city shall share in providing the matching funds.

8. With reference to any program income generated from the HOME funds, federal regulations shall govern placement of HOME repayments into the local trust fund. The Lead Entity shall, if requested and to the extent possible, separately account for repayments on each Cooperating Unit's projects. Repayments on projects shall be available to the Counties and Cooperating Units for use on other approved HOME activities.

9. The Counties and Cooperating Units do hereby agree to inform the Lead Entity, in writing, of any income generated by the expenditure of HOME funds received by the Counties and Cooperating Units, and that such program income must be paid to the Lead Entity for deposit in the Trust Fund or may be retained by the Counties and Cooperating Units only if its use is defined in the separate agreement and approved by the United State Department of Housing and Urban Development.

10. The Cooperating Units, Counties and Lead Entity shall affirmatively further fair housing.

11. The Cooperating Units and Counties, as parties to the Consortium, agree that they shall direct all activities, with respect to the Consortium, to the alleviation of housing problems in the State of North Carolina.

12. This section shall not be construed as waiving any defense or limitation which either party may have against any claim or cause of action by any person not a party to this agreement. The Cooperating Units, Counties and Lead Entity agree that each will be the other harmless due to the negligent acts of its employees, officers or agents, including volunteers, or due to any negligent operation of equipment.

13. The term of this agreement will cover the period necessary to carry out all activities that will be funded from funds awarded for three federal fiscal years and the units of general local government which join the Consortium will remain in the Consortium for this entire period. The qualification period is Federal Fiscal Years 1996-1998. The time for which this agreement remains in effect is until the HOME funds from each of the Federal Fiscal Years set out above are closed out pursuant to 24 CFR 92.507. No Consortium member may withdraw from the agreement while the agreement remains in effect.

14. The Cooperating Units, Counties and Lead Entity agree that this Cooperation Agreement may require modifications when final regulations on HOME and Consolidated Plan are provided by the United States Department of Housing and Urban Development and will cooperate in executing a revised or amended written agreement acceptable to all parties.

15. The program year start date for the Consortium is October 1, 1998, and all units of general local government that are members of the Consortium are on the same program year for CDBG, HOME, ESG and HOPWA.

IN WITNESS WHEREOF, the Cooperating Units, Counties and Lead Entity have executed this Agreement as of the date first written.

Counsel for each party does hereby state that this Cooperation Agreement is in accordance with state and local law and provides full legal authority of the legal entity to undertake or assist in undertaking essential community development and housing assistance activities.

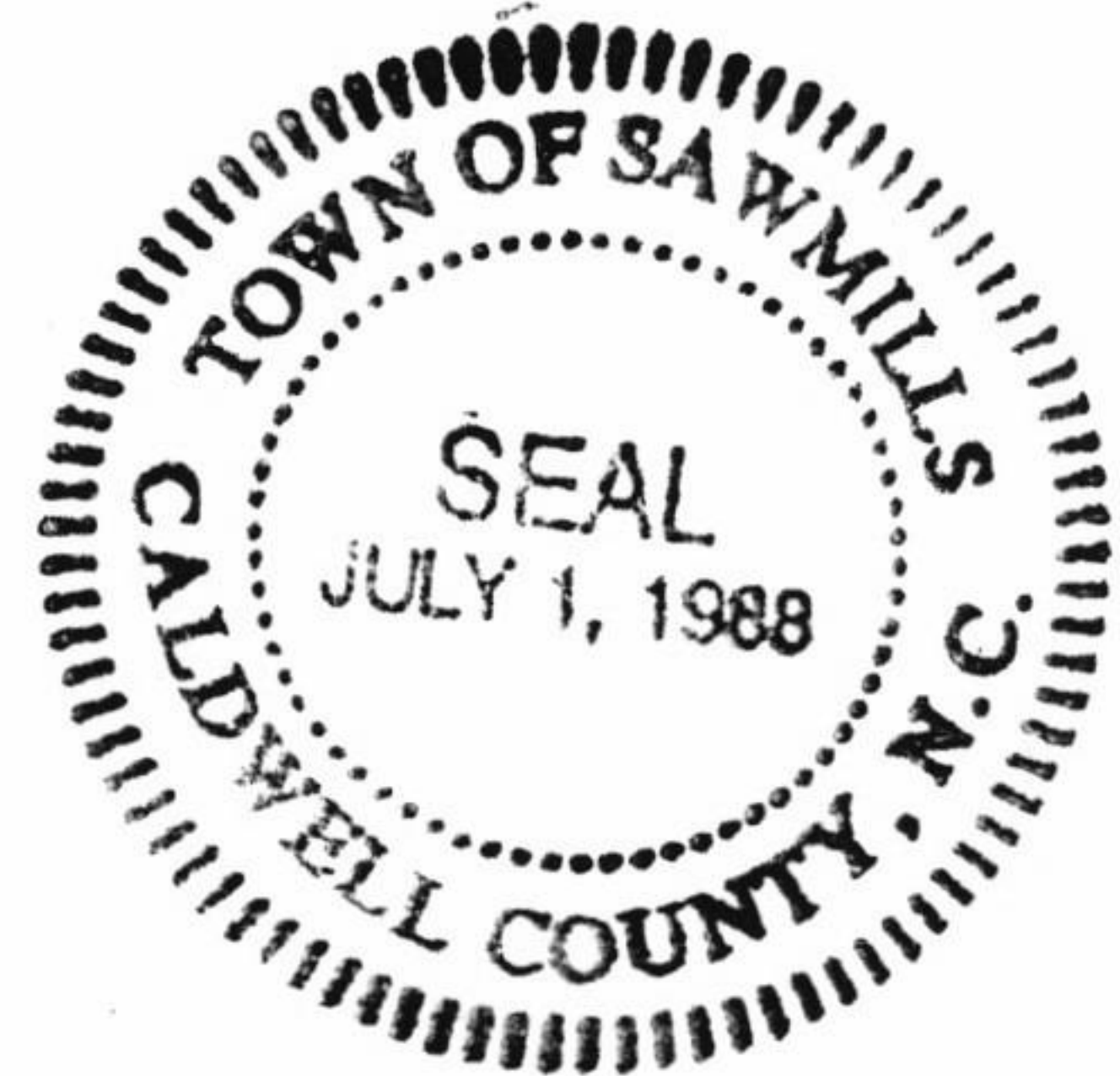
TOWN OF Sawmills

By: Max Andrews
Mayor

ATTESTED:

By: Wanda Reid

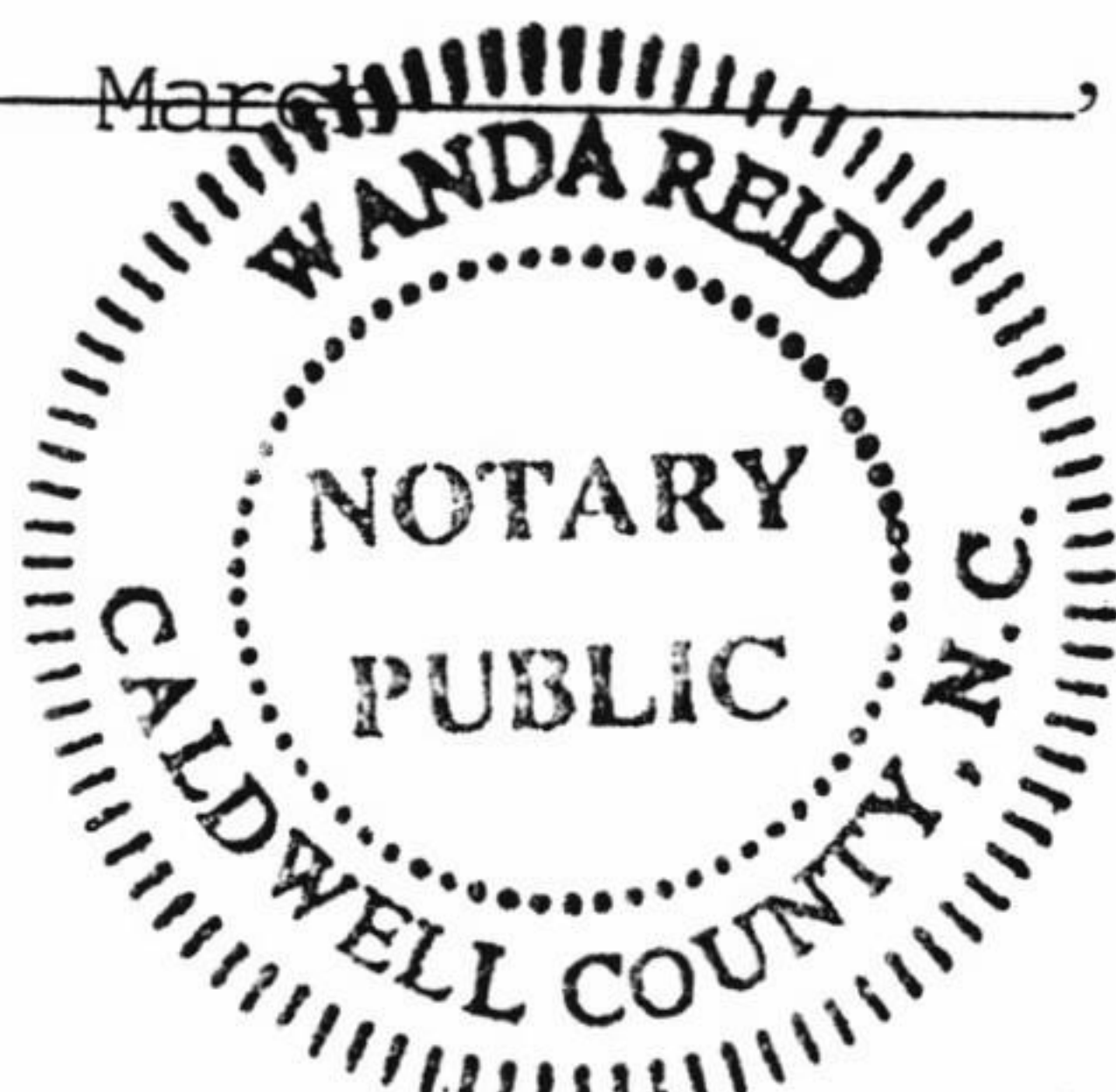
SEAL



STATE OF NORTH CAROLINA
COUNTY OF Caldwell

I, a Notary Public of _____ County and State of North Carolina, certify that Max Andrews personally came before me this day and acknowledged that he/she is Mayor of the Town of Sawmills, a North Carolina municipal corporation, and that by authority duly given and as the act of the Town Council of the Town of Sawmills, the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by himself/herself as its _____.

Witness my hand and seal this 3rd day of March, 1998.



SEAL

Wanda Reid
Notary Public

My Commission expires: 6/24/98

UNIFOUR CONSORTIUM

JOINT COOPERATION AGREEMENT FOR HOME INVESTMENT PARTNERSHIP ACT HOME INVESTMENT IN AFFORDABLE HOUSING

THIS AGREEMENT, entered into this 3 day of March, 1998, by and between the County of Alexander, County of Burke, County of Caldwell and County of Catawba, (herein called the Counties), and the City of Lenoir, (herein called the "Lead Entity") and all other municipalities within Alexander County (including Taylorsville), Burke County (including Connelly Springs, Drexel, Glen Alpine, Hildebran, Morganton, Rutherford College, Rhodhiss, and Valdese), Caldwell County (including Cajah's Mountain, Gamewell, Granite Falls, Hudson, Lenoir and Sawmills) and Catawba County (including Brookford, Catawba, Claremont, Conover, Hickory, Long View, Newton and Maiden), herein known as Cooperating Units, said parties to the agreement each being a general local governmental unit of the State of North Carolina, and is made pursuant to North Carolina Statutes, Article 20 of Chapter 160A.

WITNESSETH THAT:

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 (herein called the "Act") makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Act; and

WHEREAS, it is the desire of the parties that beginning in Fiscal Year 1999 the Lead Entity act in a representative capacity for all cooperating members of local government and desires that the Lead Entity assume overall responsibility for ensuring that the Consortia for the HOME Program is carried out in compliance with the requirements of this Act.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The parties agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program. The Counties and Municipalities hereby authorize the Lead Entity to submit for and receive HOME funding from the United States Department of Housing and Urban Development. The Lead Entity is authorized to act in a representative capacity for all Counties and Municipalities for purposes of the HOME Program.

2. The Counties and Municipalities hereby authorize the Lead Entity to establish a local HOME Investment Trust Fund for receipt of HOME funds and repayments.

3. The Lead Entity, Counties and Municipalities shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by providing to the Lead Entity that information needed. The Counties and Municipalities shall execute and

submit the required certifications, and shall prepare and submit its plan for monitoring compliance with the Consolidated Plan. The Lead Entity assumes overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR 92.350(a)(5).

4. The Consortium agrees that a minimum of 15 percent of all HOME funds received will be set aside for the use of Community Housing Development Organizations (CHDOs) which have 501 C-3 tax status as required by federal law.

5. The Counties and Municipalities do hereby agree to inform the Lead Entity, in writing, of any income generated by the expenditure of HOME funds received by the Counties and Municipalities, and that such program income must be paid to the Lead Entity for deposit in the Trust Fund or may be retained by the Counties and Municipalities only if its use is defined in the separate agreement and approved by the United State Department of Housing and Urban Development.

6. The Municipalities, Counties and Lead Entity shall affirmatively further fair housing.

7. The Municipalities and Counties, as parties to the Consortium, agree that they shall direct all activities, with respect to the Consortium, to the alleviation of housing problems in the State of North Carolina.

8. This section shall not be construed as waiving any defense or limitation which either party may have against any claim or cause of action by any person not a party to this agreement. The Municipalities, Counties and Lead Entity agree that each will hold the other harmless due to the negligent acts of its employees, officers or agents, including volunteers, or due to any negligent operation of equipment.

9. The term of this agreement will cover the period necessary to carry out all activities that will be funded from funds awarded for three federal fiscal years and the units of general local government which join the Consortium will remain in the Consortium for this entire period. The qualification period is Federal Fiscal Years 1999-2001. The time for which this agreement remains in effect is until the HOME funds from each of the Federal Fiscal Years set out above are closed out pursuant to 24 CFR 92.507. No Consortium member may withdraw from the agreement while the agreement remains in effect.

10. The Municipalities, Counties and Lead Entity agree that this Cooperation Agreement may require modifications when final regulations on HOME and Consolidated Plan are provided by the United States Department of Housing and Urban Development and will cooperate in executing a revised or amended written agreement acceptable to all parties.

11. The program year start date for the Consortium is July 1, 1999, and all units of general local government that are members of the Consortium are on the same program year for CDBG, HOME, ESG and HOPWA.

12. A Governing Board will be formed with one representative from each member County and Municipality serving as a voting member. This Board shall establish all policies, determine funding allocations, control all activities and will instruct the Lead Entity during implementation of the program, in accordance with the by-laws adopted on March 22, 1996.

IN WITNESS WHEREOF, the Municipalities, Counties and Lead Entity have executed this Agreement as of the date first written.

Counsel for each party does hereby state that this Cooperation Agreement is in accordance with state and local law and provides full legal authority of the legal entity to undertake or assist in undertaking essential community development and housing assistance activities.

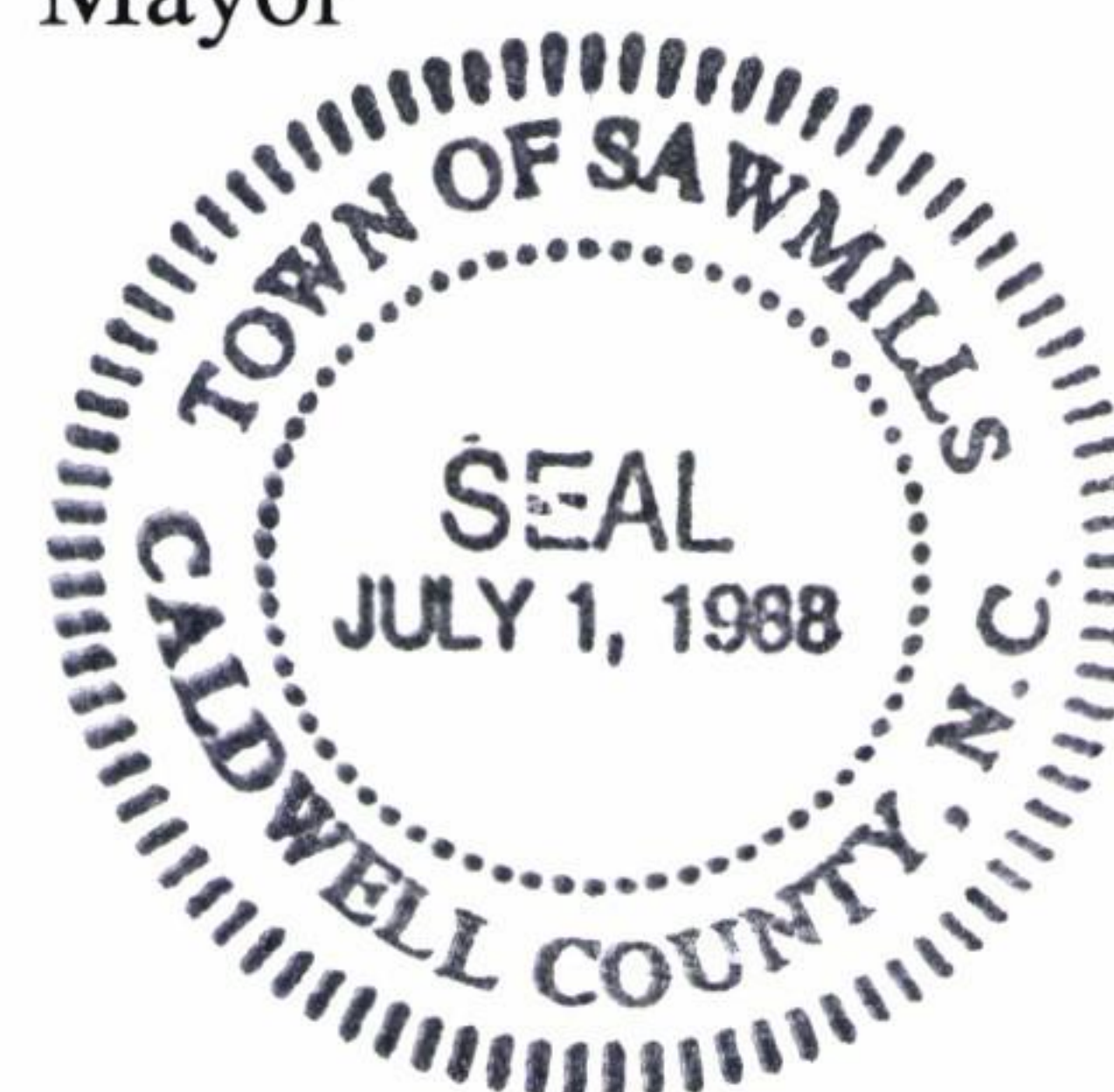
TOWN OF Sawmills

By: Max Andrews
Mayor

ATTESTED:

By: Nanda Reid

SEAL



STATE OF NORTH CAROLINA
COUNTY OF Caldwell

I, a Notary Public of Caldwell County and State of North Carolina, certify that Max Andrews personally came before me this day and acknowledged that he/she is Mayor of the Town of Sawmills, a North Carolina municipal corporation, and that by authority duly given and as the act of the Town Council of the Town of Sawmills, the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by himself/herself as its Mayor.

Witness my hand and seal this 3rd day of March, 1998.

Healy D. Annas
Notary Public

SEAL

My Commission expires: October 4, 2000.

APPROVED AS TO FORM:

Attorney for Town of _____