

MARCH 24th, 2011  
MINUTES OF TOWN COUNCIL SPECIAL MEETING  
COUNCIL BUDGET WORKSHOP

**COUNCIL PRESENT**

Bob Gibbs, Mayor  
Donnie Potter  
Gerelene Blevins  
Beverly Fry  
Joe Wesson  
Joe Norman

**STAFF PRESENT**

Seth Eckard  
Karen Clontz

**CALL TO ORDER:** Mayor Bob Gibbs called the meeting to order at 3:00 p.m. at the Town Council Chambers.

**INVOCATION:** Mayor Gibbs gave the invocation.

**PLEDGE OF ALLEGIANCE:** Mayor Gibbs led the Pledge of Allegiance.

**ADOPT AGENDA:** Mayor Gibbs asked for a motion to adopt the agenda.

On a motion made by Joe Norman and seconded by Donnie Potter, the agenda was adopted. All were in favor.

**ITEMS FOR DISCUSSION:**

The following items were discussed:

Veteran's Memorial Park Master Plan  
FY 2011-12 Revenue Outlook  
FY 2011-12 Expenditures Outlook  
Back Taxes  
COLA For Employees  
Town Donations  
Curbside Recycling  
Sanitation Fees

**ADJOURN:** On a motion made by Joe Norman and seconded by Gerelene Blevins, the meeting was adjourned at 5:19 p.m. All were in favor.

Susan Nagle  
Susan Nagle, Town Clerk

Bob Gibbs  
Bob Gibbs, Mayor



**TUESDAY, MARCH 15, 2011  
TOWN OF SAWMILLS REGULAR COUNCIL MEETING  
6:00 P.M.**

**COUNCIL PRESENT**

Bob Gibbs  
Gerelene Blevins  
Beverly Fry  
Joe Norman  
Donnie Potter  
Joe Wesson

**STAFF PRESENT**

Seth Eckard  
Susan Nagle  
Terry Taylor

**CALL TO ORDER:** Mayor Bob Gibbs called the meeting to order.

**INVOCATION:** Mayor Gibbs gave the invocation.

**PLEDGE OF ALLEGIANCE:** Mayor Gibbs led the Pledge of Allegiance.

**APPROVAL OF FEBRUARY 3<sup>rd</sup> SPECIAL MEETING MINUTES:** Mayor Gibbs asked for a motion to approve the February 3, 2011 special meeting minutes.

On a motion made by Joe Norman, and seconded by Beverly Fry, the minutes were approved. All were in favor.

**APPROVAL OF FEBRUARY 15<sup>th</sup> CLOSED SESSION MEETING MINUTES:** Mayor Gibbs asked for a motion to approve the February 15, 2011 closed session meeting minutes.

On a motion made by Joe Wesson, and seconded by Gerelene Blevins, the minutes were approved. All were in favor.

**APPROVAL OF FEBRUARY 15<sup>th</sup> REGULAR MEETING MINUTES:** Mayor Gibbs asked for a motion to approve the February 15, 2011 regular meeting minutes.

On a motion made by Donnie Potter, and seconded by Joe Norman, the minutes were approved. All were in favor.

**ADOPT AGENDA:** Mayor Gibbs asked for a motion to adopt the agenda.

On a motion made by Joe Wesson, and seconded by Joe Norman, the agenda was adopted. All were in favor.



**PUBLIC HEARING: HAZARD MITIGATION PLAN UPDATE:** Mayor Gibbs asked for a motion to open the public hearing regarding the Resolution Adopting the Caldwell County Hazard Mitigation Plan Update.

On a motion made by Donnie Potter, and seconded by Joe Wesson, the public hearing was opened. All were in favor.

**PUBLIC COMMENTS:** Mayor Gibbs asked if there was anyone signed up to speak at the public hearing. There was no one wishing to speak.

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

On a motion made by Gerelene Blevins, and seconded by Donnie Potter, the public hearing was closed. All were in favor.

On a motion made by Joe Wesson, and seconded by Joe Norman, Council approved the attached Resolution Adopting the Caldwell County Hazard Mitigation Plan Update. All were in favor.

**TOWN SIGN ART CONTEST WINNER:** Mayor Bob Gibbs presented Miss Lanie Bumgarner with a letter and certificate of appreciation on winning the art contest to design a new sign for the town. Mayor Gibbs also presented Miss Bumgarner and her family with the town's challenge coins. Mayor Gibbs will also be coming to Mr. Wright's art class on Wednesday, March 16, 2011 to present her with a gift certificate as well.

No Council action is required.

**REQUEST FOR DONATIONS:**

**SCHS LADY SPARTAN SOFTBALL TEAM:** The Town has received a request for a donation from Moira Brookshire coach of the South Caldwell High School Lady Spartan softball team.

On a motion made by Gerelene Blevins, and seconded by Joe Wesson, Council approved a donation for recreational purposes to the SCHS Lady Spartan softball team in the amount of \$150.00. All were in favor.

**SPECIAL OLYMPICS:** The Town has received a request for a donation from the Caldwell County Special Olympics. Jo Ann Miller spoke on behalf of the Special Olympics stating that there is a winter and spring Special Olympics held every year with a meal, t-shirts, medals, and ribbons provided to the kids strictly funded from donations.

On a motion made by Gerelene Blevins, and seconded by Joe Norman, Council approved a donation to the Special Olympics in the amount of \$150.00. All were in favor.



**THE SHELTER HOME OF CALDWELL COUNTY:** On behalf of the Board of Directors for the Shelter Home of Caldwell County Executive, Director Sharon Poarch, spoke to the Council concerning some of the renovations and fundraisers that will be taking place along with some of the services the shelter home provides. Executive Director Poarch would also like to request that Council consider setting funds aside in next year's budget for a donation to the shelter home.

No Council action is required.

**ENGINEER PRESENTATION:** Town Engineer Benjie Thomas, from West Consultants, PLLC, gave a brief description of what an engineer does, why towns have a need for an engineer, and some of the services an engineer provides once there is a signed contract. Mr. Thomas thanked the Town for the opportunity given to West Consultants who has been with the Town of Sawmills for 20 years or so. Mr. Thomas asked Council if anyone had any questions they would like to ask him at this time and although there were, no questions Council stated their appreciation for all the work Mr. Thomas and West Consultants has done for the town.

No Council action is required.

**CONTRACT WITH BENCHMARK CMR, INC.:** Town Administrator Seth Eckard, also appointed as the Review Officer for the town, would like to enter into a contract with Benchmark CMR, Inc. for the purpose of a Town Planner. The attached contract states that the Town Planner would work at an hourly rate on an "as needed" basis for the remaining fiscal year.

On a motion made by Joe Norman, and seconded by Donnie Potter, Council approved a contract for an hourly "as needed" Town Planner with Benchmark CMR, Inc. All were in favor.

#### **FINANCIAL MATTERS:**

**GRANT UPDATES:** Mayor Bob Gibbs gave Council a brief update on the Commerce Grant and the ARRA Drinking Water Revolving Loan that the town had received. The enclosed memos prepared by Finance Officer Karen Clontz shows the breakdown & the towns out of pocket expense for both grants.

No Council action is required.



**BUDGET AMENDMENTS:** Mayor Bob Gibbs stated two budget amendments, transferring funds from one line item to another line item and not requiring the appropriation of any additional funds, needs Council approval

The first budget amendment, which covers the cost of the computers and the server, will transfer funds in the amount of \$5,700.00 from the **Computer Expense** line item to the **Capital Outlay** line item.

The second budget amendment, which covers the cost of a Town Planner through a contract with Benchmark CMR, Inc. transfers funds in the amount of \$800.00 from the **Community Development Advertising** line item to the **Planning Contract** line item.

On a motion made by Joe Norman, and seconded by Beverly Fry, Council approved the two budget amendments in the total amount of \$6,500.00. All were in favor.

**PARTIAL PAYMENTS FOR UTILITY BILLS:** Mayor Bob Gibbs stated that staff does not currently accept partial payments when a payment is made in person. However, partial payments are accepted when a payment is made online with a service fee charged to the merchant provider and not the town, for every transaction online.

Staff would recommend Council decide whether to accept partial payments if payment made in person and, if so, will be any service fees charged.

On a motion made by Joe Norman, and seconded by Donnie Potter. Council approved the policy that staff will not accept partial payments or charge any service fees when payments are made in person. All were in favor.

#### **PLANNING MATTERS:**

**PLANNING COMMISSION APPOINTMENT:** Mayor Gibbs spoke with Buford Pennell and Thad Hall upon recommendation to ask if either one would be willing to serve on the Planning Commission. Both Candidates are willing to serve.

Mayor Gibbs also stated the terms of appointments for the current Planning Commission Members are to expire this year and all have given consent to serve another term.. The current members are as follows: Steve Duncan, Wesley Trivette, Bobby Austin, Clyde Miller (ETJ), and David Powell (Alternate).

On a motion made by Gerelene Blevins and seconded by Joe Wesson, Council appointed Buford Pennell to the Planning Commission and Thad Hall as an alternate on the Planning Commission. In addition, the Council re-appointed the current Planning Commission Members to serve another term. All were in favor.



**CODE ENFORCEMENT UPDATE:** Mayor Gibbs referred Council to the attached report on the progress that Code Officer Tony Cline continues to make throughout the Town. Mayor Gibbs would also like council to give Town Administrator Eckard the authority to spend up to \$2,500.00 to demolish a burnt down house on Chantilly Lane.

No Council action is required on the progress made by Code Officer Tony Cline.

On a motion made by Donnie Potter, and seconded by Joe Wesson, Council gives Administrator Eckard the authority to spend up to \$2,500.00 on the demolition of the burnt house on Chantilly Lane. All were in favor.

**JUNK CAR AND SOLID WASTE ORDINANCES:** Town Attorney Terry Taylor and Code Enforcement Officer Tony Cline reviewed the Abandoned, Nuisance, and Junk Motor Vehicle Ordinance along with the Solid Waste Ordinance, and would recommend Council adopt the ordinance. The Ordinance gives Code Enforcement Officer Tony Cline, and not the County, the authority to enforce said Ordinance.

On a motion made by Donnie Potter, and seconded by Joe Wesson, Council approved the Abandoned, Nuisance, and Junk Motor Vehicle Ordinance along with the Solid Waste Ordinance. All were in favor.

**CIVIL PENALTIES:** Town Attorney Terry Taylor has prepared an amendment to update the Civil Penalties section of the Sawmills Code of Ordinances.

On a motion made by Donnie Potter and seconded by Joe Wesson, Council will table this until the next regular Council meeting. All were in favor.

**UPDATE:**

**SAWMILLS COMMUNITY OPTIMIST CLUB:** Sawmills Community Optimist Club President, Micky Summerlin stated opening day for baseball at the Veteran's Park is April 9, 2011 and there are 29 teams between Sawmills and Hudson.

No Council action is required.

**SPRING NEWSLETTER:** Town Administrator Seth Eckard included in the Agenda packet for Council's review a newsletter he has put together to be sent out to Sawmills residents when returned from Apex print shop.

No Council action is required.

**ADMINISTRATOR'S REPORT:** Town Administrator Seth Eckard stated the information is in from the Census Bureau and the population for the Town of Sawmills is 5,240, which is a 6 percent growth. The Mayor started a concerned citizens group with the first meeting to take place on March 23, 2011 in the Sawmills Council Chambers.

No Council action is required.



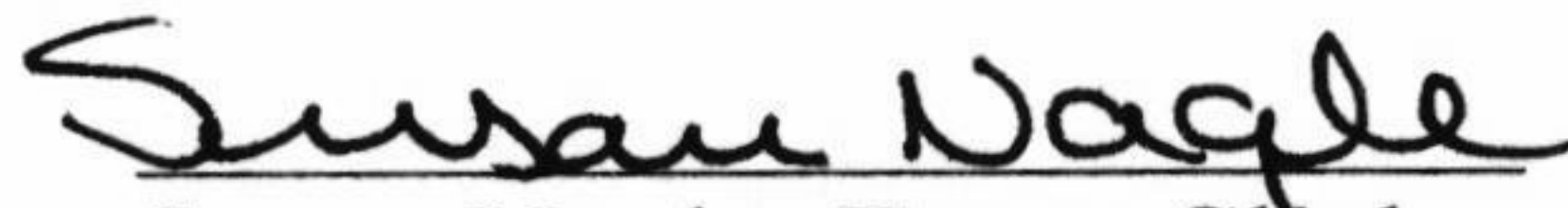
March 15, 2011

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**PUBLIC COMMENT:** Mayor Gibbs asked if anyone would like to comment at this time.

No one had any comments at this time.

**ADJOURN:** On a motion made by Donnie Potter and seconded by Gerelene Blevins, the meeting was adjourned. All were in favor.

  
Susan Nagle, Town Clerk

  
Bob Gibbs, Mayor





**MAYOR**  
Bob Gibbs

**TOWN  
COUNCIL**

**TOWN ADMINISTRATOR**  
Seth Eckard

Gerelene Blevins, Mayor Pro-Tem  
Beverly Fry  
Joe Norman  
Donnie Potter  
Joe Wesson

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**The Town of Sawmills**

**RESOLUTION ADOPTING THE CALDWELL COUNTY  
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE**

**WHEREAS**, The citizens and property within Caldwell County are subject to the effects of natural hazards and man-made hazard events that pose threats to lives and cause damages to property, and with the knowledge and experience that certain areas, I.e., flood hazard areas, are particularly susceptible to flood hazard events; and

**WHEREAS**, the county desires to seek ways to mitigate situations that may aggravate such circumstances; and

**WHEREAS**, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, the Legislature of North Carolina has in Section 1 Part 166A of the North Carolina General Statutes (adopted in Session Law 2001-214-Senate Bill 300 effective July 1, 2001), states in item (a) (2) "For a state of disaster proclaimed pursuant to G.S. 166A-6(a) after August 1, 2002, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act that is updated every five years'; and

**WHEREAS**, it is the intent of the Board of Commissioners of Caldwell County to fulfill this obligation in order that the county will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the county; and

**WHEREAS**, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop and All-Hazards Mitigation Plan and update it every five years in order to receive future Hazard Mitigation Grant Program Funds; and

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**Town of Sawmills**

4076 US Highway 321-A \* Sawmills NC \* (828)396-7903 \* (828)396-8955 fax

<http://www.townofsawmills.com/>

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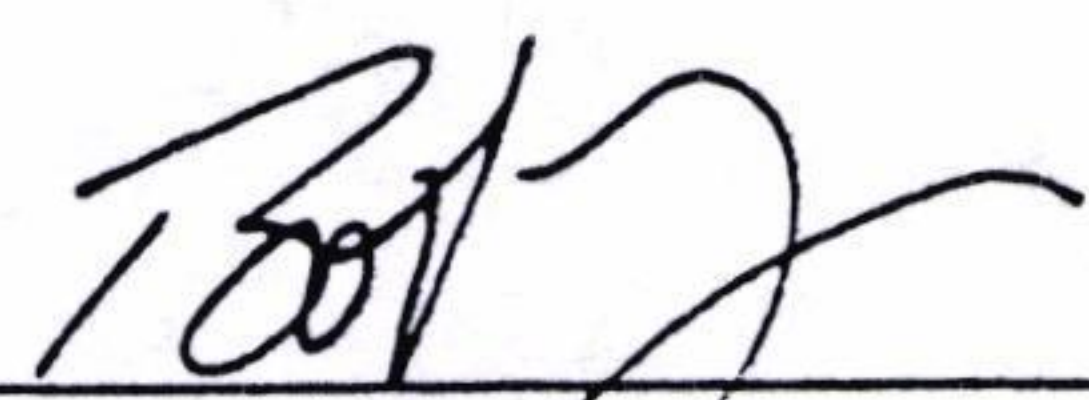


**WHEREAS**, the Town of Sawmills actively participated in the planning process of the multi-jurisdictional Caldwell County plan and fulfilled all their part of the multi-jurisdictional planning elements required by FEMA;

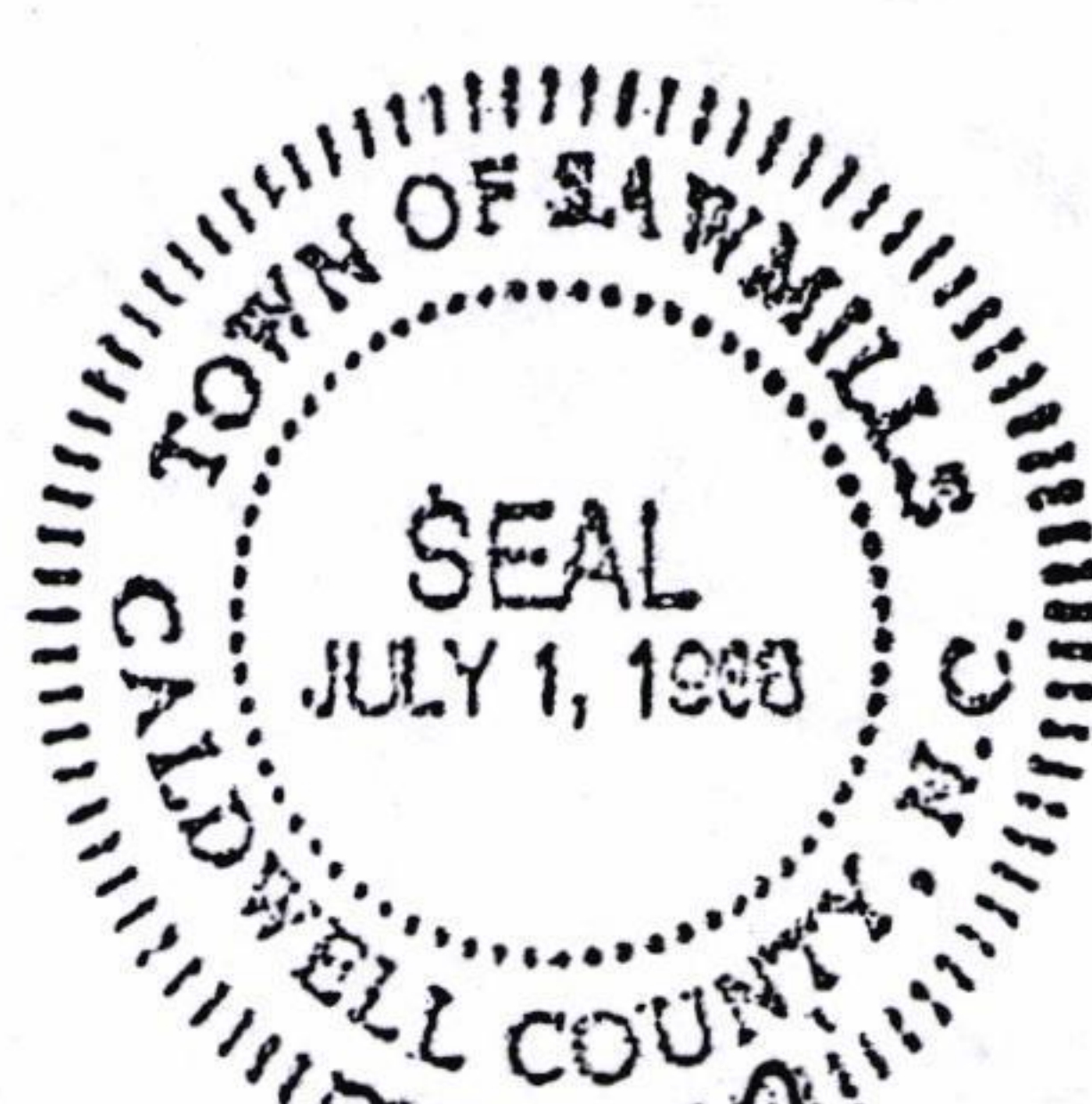
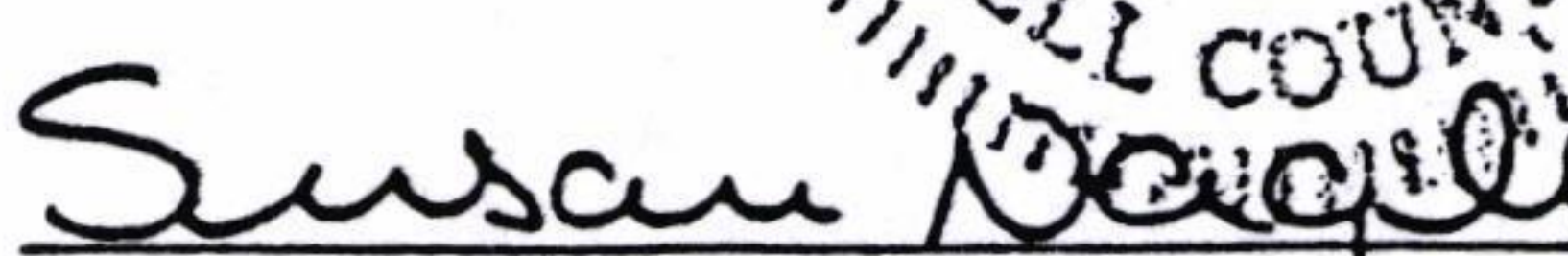
**NOW, THEREFORE**, be it resolved that the Town Council of the Town of Sawmills hereby:

1. Adopts the Caldwell County Multi-Jurisdictional Hazard Mitigation Plan; and
2. Separately adopts the sections of the plan that are specific to the Town of Sawmills;  
and
3. Vests the Town Manager with the responsibility, authority, and the means to:
  - (a) Inform all concerned parties of this action.
  - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map, and identify floodplain or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
4. Appoints the Town Manager to assure that, in cooperation with Caldwell County, the Hazard Mitigation Plan is reviewed annually and in greater detail at least once every five years.
5. Agrees to take such other official action as may be reasonably necessary to carry out the strategies outlined within the 2010 Caldwell County Multi-Jurisdictional Hazard Mitigation Plan.

Adopted this 15<sup>TH</sup> day of MARCH, 2011.

  
\_\_\_\_\_  
Mayor, Bob Gibbs

ATTEST:

  
  
\_\_\_\_\_  
Town Clerk (SEAL)  
Susan Nagle





MAYOR  
Bob Gibbs

TOWN ADMINISTRATOR  
Seth Eckard

TOWN  
COUNCIL

Gerelene Blevins, Mayor Pro-Tem  
Beverly Fry  
Joe Norman  
Donnie Potter  
Joe Wesson

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March 8, 2011

To Miss Lanie Bumgarner,

The Town of Sawmills would like to congratulate you on winning the new town sign art contest design.

For all your hard work in Mr. Wright's art class at Sawmills Elementary School, the Town of Sawmills would like to present you with this Certificate of Appreciation.

The picture you have submitted will be on display at the Town Hall, the town's Facebook page and website, at [www.townofsawmills.com](http://www.townofsawmills.com), as well as the school's website, at [www.ses.caldwellschools.com](http://www.ses.caldwellschools.com).

Sincerely,

Mayor Bob Gibbs

Mayor Pro-Tem Gerelene Blevins

Councilwoman Beverly Fry

Councilman Joe Norman

Councilman Donnie Potter

Councilman Joe Wesson

Town Administrator Seth Eckard

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Town of Sawmills

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STATE OF NORTH CAROLINA  
COUNTY OF CALDWELL

AGREEMENT FOR SERVICES  
WITH LOCAL GOVERNMENT  
"HOURLY" CONTRACT

THIS AGREEMENT, made and entered into this 2nd day of March, 2011 by and between the Town of Sawmills, herein and after referred to as the Local Government and Benchmark CMR, Inc., a North Carolina Company located in Kannapolis, North Carolina.

WITNESSETH:

WHEREAS, the Local Government has requested Benchmark CMR, Inc. to provide certain services relating to planning and zoning code enforcement; and

WHEREAS, Benchmark CMR, Inc. has expertise in response to the request pertaining to same; and

WHEREAS, the Local Government and Benchmark CMR, Inc. desire to memorialize Benchmark CMR, Inc.'s proposal and award of the contract,

NOW THEREFORE, the Local Government and Benchmark CMR, Inc. agree as follows:

1. **SCOPE OF SERVICES:** Benchmark CMR, Inc. agrees to provide and perform for the Local Government all of those services stipulated in the Scope of Services attached to this contract and which is hereby incorporated as a part of this contract as if fully set forth herein.
2. **COMPENSATION FOR SERVICES:** In the provision of the aforementioned services, Benchmark CMR, Inc. shall receive compensation at a rate of \$62.00 an hour for Planning services rendered in the remainder of the Fiscal Year. This fee shall be paid to Benchmark CMR, Inc. in accordance with Section 3 below. Any different or additional Scope of Services approved and authorized by the Local Government in advance shall be compensated when authorized in accordance with the terms agreed to by both parties in a formally executed Contract Addendum.
3. **METHOD OF PAYMENT:** By the fourth (4th) day of each four week billing cycle, Benchmark CMR, Inc. shall prepare and submit to the Local Government an invoice statement of the fee stated in Section 2 above. The Local Government shall compensate Benchmark CMR, Inc. for services performed within thirty (30) days of the date of said invoice statement
4. **TERMINATION OF CONTRACT FOR CAUSE:** If Benchmark CMR, Inc. shall fail to fulfill in a timely, professional and proper manner all obligations under this contract, or should Benchmark CMR, Inc. violate any of the covenants, agreements, or stipulations of this contract, the Local Government shall have the right to terminate this contract immediately by giving written notice to Benchmark CMR, Inc. of such termination and specifying the effective date thereof. In a like manner, Benchmark CMR, Inc. shall have the right to terminate this contract immediately by giving written notice to thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CMR Services under this contract shall, at the option of the Local Government, become the



property of the Local Government, and Benchmark CMR, Inc. shall be entitled to receive just and equitable compensation for any work satisfactorily completed pursuant to this contract. However, the Local Government shall not be obligated to pay any remaining charges for work satisfactorily completed where there exists a right in favor of the Local Government for refund, reimbursement or offset in connection with any obligations arising from Benchmark CMR, Inc. to the Local Government.

5. **NO HIRING:** Throughout the term of this Agreement and for a period of one year after the termination or expiration of this Agreement, Local Government and Benchmark CMR, Inc. agree not to employ, solicit or offer employment, either directly or indirectly (including without limitation, through the use of any third party) to any employee of the other, without the prior written consent of the other.

6. **LEGAL REMEDIES:** Benchmark CMR, Inc. shall not be relieved of any liability to the Local Government for damages sustained by the Local Government by virtue of any breach of this contract by Benchmark CMR, Inc. It is specifically understood that the Local Government may withhold any payments to Benchmark CMR, Inc. for the purpose of offset until such time as the exact amount of damages due the Local Government from Benchmark CMR, Inc. is determined. The Local Government otherwise reserves all legal remedies as may be provided by law.

7. **CHANGES:** The Local Government may, from time to time, request changes in the Scope of Services of Benchmark CMR, Inc. to be performed hereunder. Such changes, including any increase or decrease in the amount of Benchmark CMR, Inc.'s compensation which may be mutually agreed upon between the Local Government and Benchmark CMR, Inc. shall be incorporated in written amendments to this contract after appropriate authorization as called for in Section 2 of this contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY:** Benchmark CMR, Inc. shall not discriminate against any employee or applicant for employment on account of race, color, religion, sex, national origin, age, because of handicapping condition, or Vietnam Era Veteran status. Benchmark CMR, Inc. shall take affirmative action to ensure equal employment opportunity with respect to all of its employment practices.

9. **FEDERAL AND STATE COMPLIANCE:** Benchmark CMR, Inc. acknowledges responsibility for compliance with any and all applicable corporate, partnership or individual taxation laws. Benchmark CMR, Inc. shall pay all applicable taxes and insurance premiums stipulated by applicable law and shall hold harmless the Local Government for the payment thereof. Benchmark CMR, Inc. acknowledges exemption from withholding of applicable taxes or other deductions from compensation agreed to in Section 2 of this contract. Benchmark CMR, Inc. agrees to furnish Federal Form W-9, upon execution of this contract and prior to issuance of any compensation from the Local Government.

10. **INSURANCE:** Benchmark CMR, Inc. shall maintain general liability insurance with policy limits of at least \$1,000,000.00 per incident/\$2,000,000.00 aggregate and shall maintain Worker's Compensation Insurance as required under North Carolina law. Insurance certificates will be provided to the Local Government before any work under this contract commences.

11. **ENTIRE AGREEMENT:** This is the entire agreement between the parties and there are no terms, conditions, representations or warranties relating to the work to be performed hereunder which are not specifically set forth herein.



## SCOPE OF SERVICES

### Town of Sawmills PLANNING SERVICES

Benchmark CMR, Inc. will provide planning and code enforcement for the Town of Sawmills for the remainder of the fiscal year, specifically the period beginning March 2, 2011 and ending June 30, 2011. In providing this service, the Town can expect to receive the following services in execution of the Contract.

#### Planning Services

- Benchmark will provide a Community Planner to be available to the Town on an as-needed basis at our prevailing rate for these services of \$62 an hour.
- With this scenario one of our planners would be available to the Town on an as needed, on-call basis only. With the use of current technology in the form of e-mail, internet access, facsimile and our toll free phone number, this should be fairly convenient to the Town and its citizens.
- The planner will make a trip to the Town offices only as services demand, but no regular office hours will be offered. Office hours would be offered on an as needed basis only.

As part of providing these services for the Town, our staff will be available to:

- provide customer service
- coordinate Planning Board projects and meetings
- issue zoning permits
- coordinate Board of Adjustment meetings as needed
- process any rezoning, special use, variance, or temporary use requests
- review proposed commercial and residential development plans and sites to ensure compliance with Town requirements
- coordinate local planning efforts with regional and state-wide agencies
- review sign applications for compliance with the Town's zoning provisions
- provide any other planning and zoning related services that is common for a municipal planning department as agreed upon by the Town and our staff

Under this agreement the Town of Sawmills agrees to the following:

- Provide access to local tax records, Geographic Information Systems, tax maps, copies of all pertinent ordinances, or other items deemed necessary in the completion of duties associated with the execution of this contract.
- The Town will be responsible for providing postage, legal notices, telephone charges and similar items in the line of enforcement. The Town will also provide police assistance when necessary and be responsible for all legal fees.



BUDGET AMENDMENT  
TOWN OF SAWMILLS  
GENERAL FUND

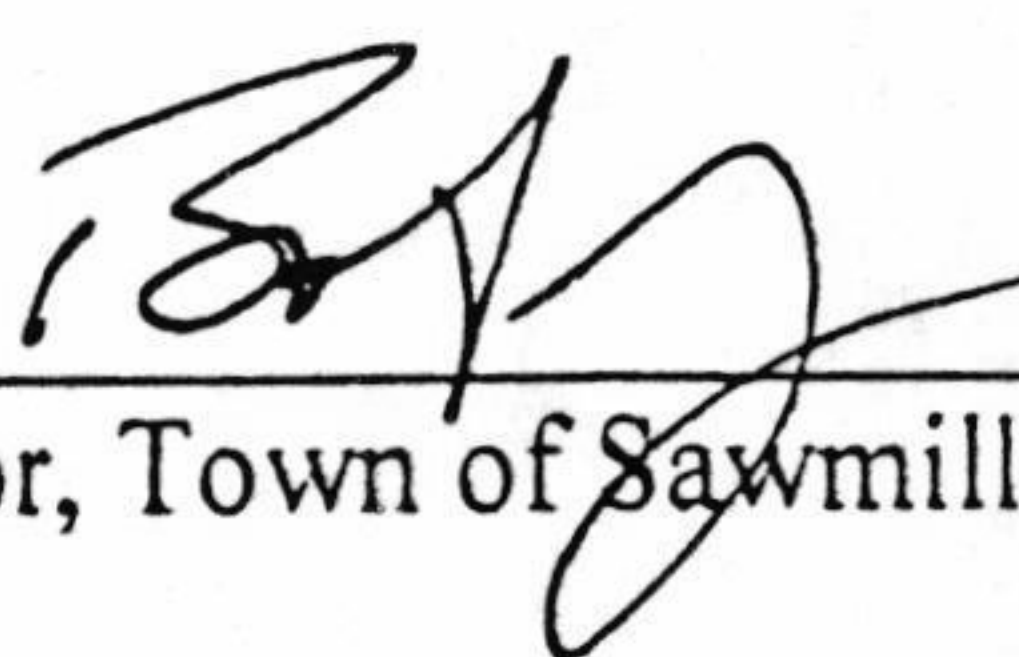
The Town Council of the Town of Sawmills at a meeting on the 15<sup>th</sup> day of March, 2011 passed the following amendment.

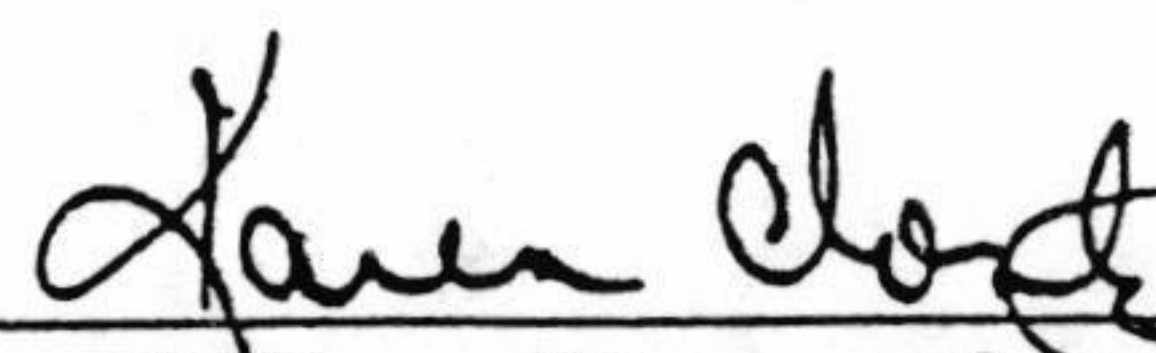
Be it resolved that the following amendment be made to the Budget for the fiscal year ended June 30, 2011.

|                | Account<br>Number | Description      | Increase Budget<br>Amt: | Decrease |
|----------------|-------------------|------------------|-------------------------|----------|
| Administration | 1-00-4151         | Capital Outlay   | \$5,700                 |          |
|                | 1-00-4180         | Computer Expense |                         | \$5,700  |

*Explanation:* Computer equipment and a server was purchased during the 2010-2011 fiscal year and became assets of the Town of Sawmills. This expense needs to be classified as Capital Outlay for auditing purposes.

Passed, by majority vote of the Town Council of the Town of Sawmills, on the 15<sup>th</sup> day of March, 2011. This amendment shall be attached to the minutes of such meeting and become official upon signature of the Mayor and Finance Officer.

  
\_\_\_\_\_  
Mayor, Town of Sawmills

  
\_\_\_\_\_  
Finance Officer, Town of Sawmills



BUDGET AMENDMENT  
TOWN OF SAWMILLS  
GENERAL FUND

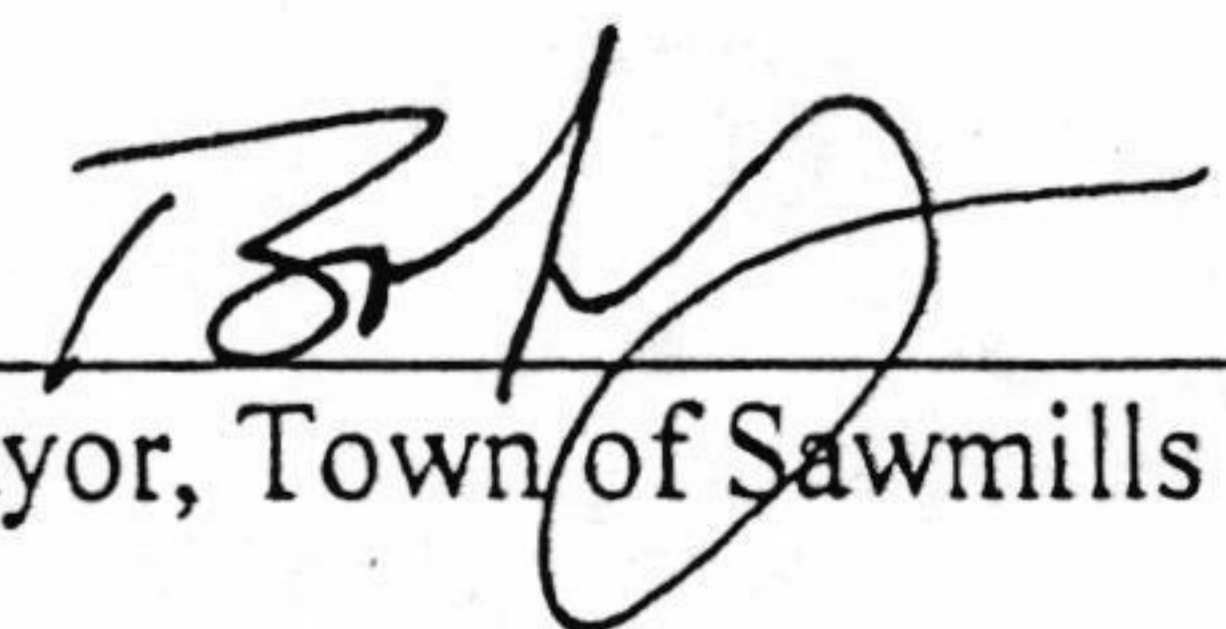
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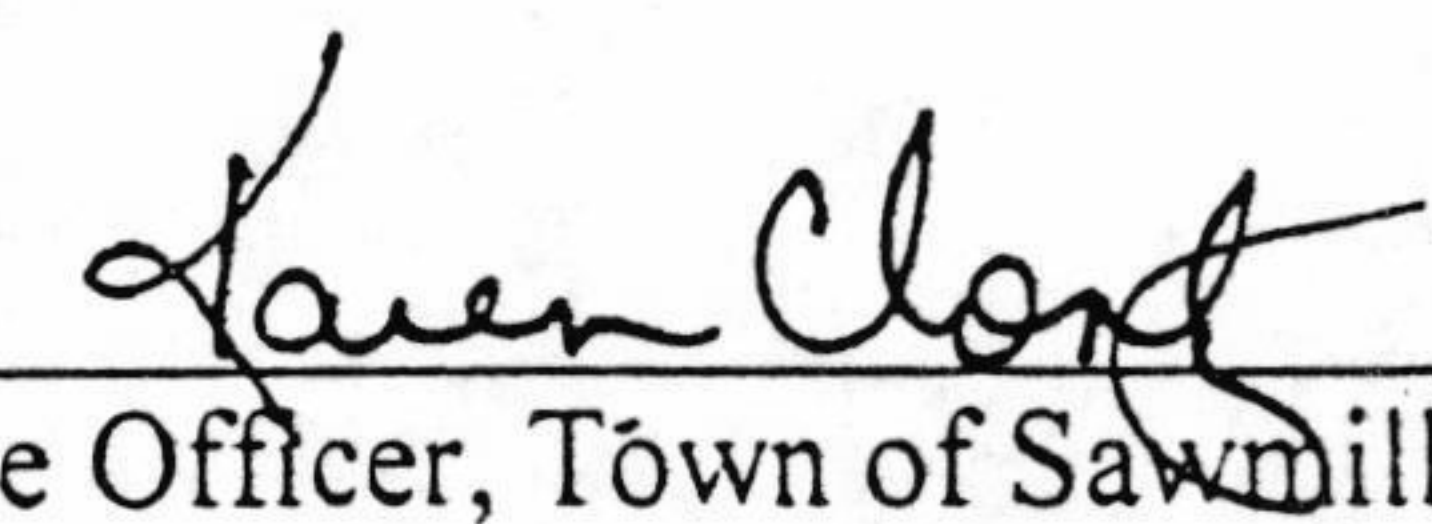
Be it resolved that the following amendment be made to the Budget for the fiscal year ended June 30, 2011.

|                          | Account<br>Number | Description       | Decrease Budget<br>Amount by: | Increase Budget Amount<br>to: |
|--------------------------|-------------------|-------------------|-------------------------------|-------------------------------|
| Community<br>Development | 1-45-4137         | Advertising       | 800.00                        |                               |
|                          | 1-45-4530         | Planning Contract |                               | 800.00                        |

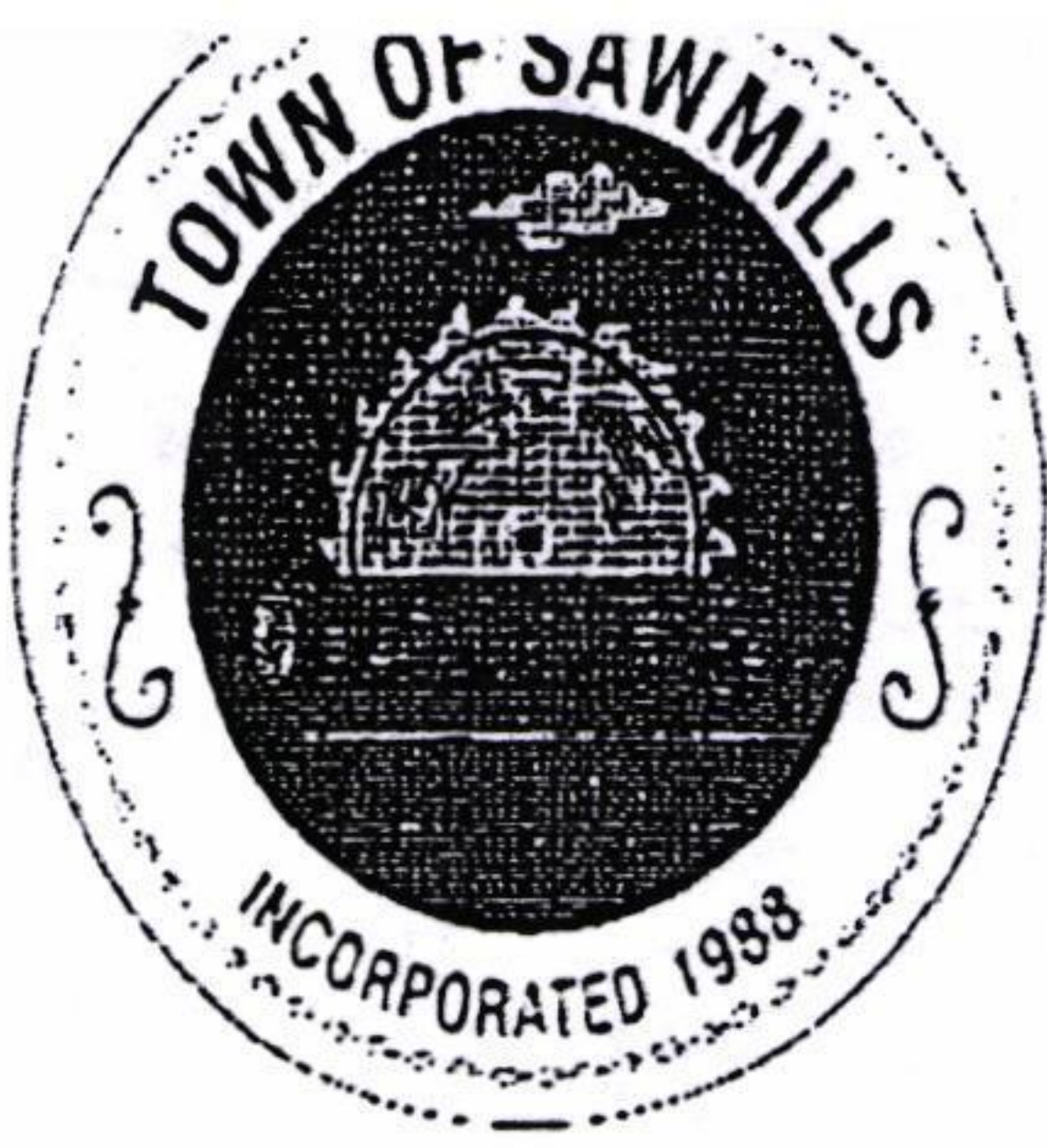
*Explanation:* To pay for contracted services with Benchmark CMR Inc. for planning services.

Passed by majority vote of the Town Council of the Town of Sawmills on the 15<sup>th</sup> day of March, 2011. This amendment shall be attached to the minutes of such meeting and become official upon signature of the Mayor and Finance Officer.

  
\_\_\_\_\_  
Mayor, Town of Sawmills

  
\_\_\_\_\_  
Finance Officer, Town of Sawmills





Mayor  
Bob Gibbs

Town  
COUNCIL

TOWN ADMINISTRATOR  
Seth Eckard

Gerelene Blevins, Mayor Pro-Tem  
Beverly Fry  
Joe Norman  
Donnie Potter  
Joe Wesson

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## TOWN OF SAWMILLS RESOLUTION

THAT, WHEREAS, the Town of Sawmills previously adopted by Ordinance that Solid Waste Ordinance which was specifically being Chapter 42 and Chapter 64, Abandoned, Nuisance and Junk Motor Vehicles in the Town of Sawmills Ordinance Book.

THAT, WHEREAS, after the Town amended the Ordinances and adopted the Caldwell County Solid Waste Ordinance and Junk Motor Vehicle Ordinance, and Caldwell County enforced both the Solid Waste Ordinance and Junk Motor Vehicle Ordinance for the Town.

THAT, WHEREAS, the Town of Sawmills now does formerly desire to re-adopt and enforce its own Solid Waste Ordinance and Junk Motor Vehicle Ordinance which shall hereinafter be designated as Chapter 42 and Chapter 64 respectively of the Town of Sawmills Code of Ordinances with said Ordinances being attached hereto and incorporated herein by reference.

This the 15<sup>th</sup> day of MARCH, 2011.

TOWN OF SAWMILLS

BY: \_\_\_\_\_

Mayor

ATTEST

Susan Nagle  
Clerk



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Town of Sawmills

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<http://www.townofsawmills.com/>

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**TOWN OF SAWMILLS, NORTH CAROLINA**

**ABANDONED, NUISANCE AND  
JUNK MOTOR VEHICLES  
ORDINANCE**



# ABANDONED, NUISANCE AND JUNK MOTOR VEHICLES ORDINANCE

Adopted: \_\_\_\_\_, 2011

## Preamble

In the interest of protecting the public health, safety, and welfare of residents of Sawmills, North Carolina, the Town of Sawmills Town Council does hereby adopt this ordinance.

## Section

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## GENERAL PROVISIONS

### §64.01 PURPOSE.

The Town of Sawmills 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 of Sawmills 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 on the vicinity of junked motor vehicles; the provisions that follow in this chapter shall apply.

### §64.02 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.



**"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 \$500.00.

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

**"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" is mandatory, not directory. "MUST" is mandatory, not directory.

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

#### §64.03 AUTHORITY TO ADMINISTER.

The County Sheriff's Department and Code Enforcement Officer of the Town of Sawmills 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 "abandoned" on the public streets, highways, and other transportation right-of-ways within the Town, and on property owned by the Town. The Code Enforcement Officer shall be responsible for administering the removal and disposition of "abandoned", "nuisance", or "junked" 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 respective duties.

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

#### § 64.15 ABANDONED VEHICLES PROHIBITED.

(A) It shall be unlawful for the registered owner or person entitled to possession of a vehicle to cause or allow such vehicle to be abandoned as the term is defined in §64.02 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.

#### § 64.16 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 §64.02 of this chapter, and order the vehicle removed.

**§64.17 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 §64.02 of this chapter, on the premises of public or private property. Single, permitted junked motor vehicle must strictly comply with the located 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. Such 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 Ordinance.

(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.

**§ 64.18 REMOVAL; PRE-TOWING NOTICE.**

(A) Except as set forth in §64.19 of this chapter, 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 such 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 give, 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 or removing the vehicles outweigh the burdens, such 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.

#### §64.19 EXCEPTIONS TO PRIOR NOTICE REQUIREMENT.

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. Such findings shall, in all cases, be entered by the authorizing official in the appropriate daily records. Circumstances justifying the removal of vehicles without prior notice includes:

(A) 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 such vehicles may be warranted when they are:

- (1) Obstructing traffic;
- (2) Parked in violation of an ordinance prohibiting or restricting parking;
- (3) Parked in a no-parking zone;
- (4) Parked in loading zones;
- (5) Parked in bus zones;
- (6) Parked in an emergency (ambulance or fire) lane; or
- (7) Parked in violation of temporary parking restrictions imposed under code sections.

(B) Other abandoned or nuisance vehicles. With respect to other abandoned or nuisance vehicles left on city-owned property other than the streets and highways, and on private property, such 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, such 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.

#### §64.20 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 such services for the Town. Whenever such a vehicle is removed, the authorizing Town Official shall immediately notify the last known registered owner of the vehicle, such 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 division (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 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 such 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 of the information set forth in division (A)(1) through (5) of this section.



**§64.21 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 such 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).

**§64.22 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 such 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.

**§64.23 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 such a vehicle shall be carried out in coordination with the Town and in accordance with G. S. Ch. 44A, Art. I.

**§64.24 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 such 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.



#### **§64.25 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 such vehicle as provided in this chapter.

#### **§64.26 EXCEPTIONS.**

This chapter shall not apply to any vehicle which is located in a bona fide "automobile graveyard" or "junkyard" 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.

#### **§64.27 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 city 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 such fees have been paid.



Town of Sawmills, North Carolina

Solid Waste Ordinance



# SOLID WASTE ORDINANCE

Adopted March 15, 2011

## Preamble

In the interest of protecting the public health, safety, and welfare of residents of Sawmills, North Carolina, the Town of Sawmills Town Council does hereby adopt this ordinance.

## Administration and Enforcement

The administration and enforcement of this ordinance shall be vested with the Town Administrator of Sawmills or his duly authorized Solid Waste Enforcement Officer. The Director of the County Health Department, and his representatives, will be requested to assist the Town Administrator, as directed by him, in the enforcement of the this ordinance. See § 42, Article V below for an amendment to the guidelines on administration and enforcement of the provisions herein.

## ARTICLE I. IN GENERAL

### 42.01 Definitions.

The following definitions shall apply to all articles and sections within this chapter. For the purposes of this chapter the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

*Town* is the Town of Sawmills

*Commercial handbill* is any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature:

- (1) Which advertises for sale any merchandise, product, commodity, or thing;
- (2) Which directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales;
- (3) Which directs attention to or advertises any meeting, theatrical performance, exhibition, or event of any kind, for which an admission fee is charged for the purpose of private gain or



profit; but the terms of this clause shall not apply where an admission is charged or a collection is taken up for the purpose of defraying the expenses incident to such meeting, theatrical performance, exhibition, or event of any kind, when either of the same is held, given or takes place in connection with the dissemination of information which is not restricted under the ordinary rules of decency, good morals, public peace, safety and good order; provided, that nothing contained in this clause shall be deemed to authorize the holding, giving or taking place of any meeting, theatrical performance, exhibition, or event of any kind, without a license, where such license is or may be required by any law of this state or under any ordinance of this town; or

- (4) Which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement, and is distributed or circulated for advertising purposes, or for private benefit and gain of any person so engaged as advertiser or distributor.

*Garbage* is putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

*Newspaper* is any newspaper of general circulation as defined by general law, any newspaper duly entered with the United States Postal Service, in accordance with federal statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general magazine regularly published with not less than four issues per year, and sold to the public.

*Noncommercial handbill* is any printed or written matter, any sample, or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet or any printed or otherwise reproduced original or copies of any matter of literature not included in the aforesaid definitions of a commercial handbill or newspaper.

*Park or community facility* is a park, reservation, playground, beach, recreation center or any other public area in the Town, owned or used by the Town and devoted to active or passive recreation.

*Person* is any person, firm, partnership, association, corporation, company or organization of any kind.

*Plastic bag* is a bag formed of plastic materials with a mil thickness of not less than 1.5 which will contain refuse in a bundle to be loaded and deposited along with the refuse it contains.

*Private premises* is any dwelling, house, building, or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk,



driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building, or other structure.

*Public place* is any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds and buildings.

*Receptacle* is a sturdy weatherproof container with a spring-loaded self-closing lid or chute so placed on the property to permit patrons of the establishment to deposit refuse into the receptacle without getting out of the vehicle.

*Refuse* is all putrescible and nonputrescible solid waste (except body waste) not excluding any, but including, waste such as trash, debris, rubbish, garbage, litter, ashes, street cleanings, junk, small dead animals and commercial waste.

*Residential refuse container* is a sturdy weatherproof receptacle, which has two handles and a tight fitting cover with a handle. The container capacity shall not exceed 32 gallons nor be less than 15 gallons. Exception: those 60--70 gallons capacity roll-out containers sold by the Town and able to be lifted by the Town's collection vehicles.

*Solid fill material* is any materials which is inert and will not undergo further decomposition to include brick, block, broken curb, stone, dirt, mortar and plaster.

*Vehicle* is every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including or tracks.

**State law references:** Regulation of trash and garbage, G.S. 160A-193; public enterprise services, G.S. 160A-311 et seq.

#### **42.02      Solid waste on property; prohibition.**

- (a) It shall be unlawful for any person to maintain, allow, cause, or permit the accumulation of excessive, unsightly, improperly contained (as determined by the provisions of this ordinance relative to containers) solid waste upon premises owned, occupied, or controlled by him/her; or in any manner to place or allow to remain upon such property solid waste in such quantity and manner as to constitute a nuisance; to cause, or create the likelihood of injury to the health or welfare to other persons; or cause, or create the likelihood of injury to adjoining property



(b) It shall be unlawful for any person to burn solid waste.

(c) The owner, operator, or other person responsible for the operation of drive-in restaurants and other food establishments shall maintain, or cause to be maintained, at all times on the premises sufficient receptacles or other devices for the disposal of solid waste as will permit adequate depositories for use by the customers and patrons of such restaurants and other food establishments. The owner, or other person responsible for the operation of the food establishment shall be responsible for keeping the grounds surrounding the business free of solid waste and shall be responsible for policing up the solid waste that has been allowed to transfer onto surrounding properties.

#### **42.03        Littering; prohibition.**

It shall be unlawful for any person to litter the ground by throwing, dumping, allowing to blow from a vehicle or trailer or dropping thereon any solid waste as defined herein. Solid waste that is discovered on any land or water within the Town, other than on those sites specifically permitted for the disposal of solid waste, shall be examined by the Solid Waste Enforcement Officer for evidence, or circumstances, that reasonably identify the owner thereof.

### **ARTICLE II.    REFUSE COLLECTION FOR RESIDENTIAL UNITS**

#### **42.10        Collection frequency.**

All properly placed refuse will be picked up one time each week, unless otherwise established by the Town from time to time.

#### **42.11        Storage; containers.**

Containers or receptacles shall be used for the collection and/or storage of solid wastes, and shall be of construction that will accommodate and properly control wastes prior to disposal. Such containers and receptacles shall be maintained in serviceable condition at all times and located so that no unsightly condition, health hazards, or nuisances are created, and pilferage by persons or animals is minimized. Under no condition shall liquid or putrescible wastes be stored in open containers or receptacles.

Every person producing or having refuse on his property shall provide enough refuse containers to store all the refuse from one collection day to the next. The refuse containers shall not be permanently placed on the street right-of-way.



**42.12 Tree limbs.**

Tree limbs will be collected when cut in six foot lengths and placed near the front or side street property line. Large prunings by property owner or contractor may necessitate a fee be charged as set by Town Council.

**42.13 Shrubbery and lawn clippings.**

All shrubbery and lawn clippings shall be put in plastic bags and placed near the front or side street property line to be collected along with other refuse or placed in the property owner's residential refuse container.

**42.14 Refuse from vacant lots.**

All refuse allowed to accumulate over a period of time, or where any enforcement agency requires that the lot be cleared, the owner shall be responsible for disposing of the refuse as directed by the agency.

**ARTICLE III. COLLECTION FOR COMMERCIAL AND INDUSTRIAL REFUSE**

**42.25 Conditions for collection.**

(a) No person shall place or cause to be placed any loose refuse on the ground or allow such to accumulate beside buildings. Town/contractor refuse collectors shall not enter into buildings or upon private property for the purpose of gathering and collecting refuse.

(b) All commercial, business or industrial establishments shall use either bulk refuse containers or plastic bags for refuse storage and disposal. The establishments choosing to use plastic bags shall see that they are securely tied and placed on or near the front or side street property line.

**42.26 Collection frequency.**

(a) All bulk containers will be emptied on prearranged and "as needed" schedule. The maximum service level shall be determined by the Town's contractor or contractor of choice. Some sizes of bulk containers, stationary compaction units or combinations of containers shall need more frequent service with an extra charge.

(b) Plastic bags at commercial establishments will be collected one time per week by the regular residential collection crew assigned to that area. Plastic bags shall be placed on or near the front or side street property line. Up to six rollout containers may be used at a



commercial location. More than six rollouts shall constitute additional fee for bulk containers.

(c) Collection will be made on a regularly scheduled basis.

**42.27 Excess service charge.**

(a) Any person using the bulk container service may be permitted to have as many bulk containers or compaction units as may be needed or desired. The user will be limited to collection frequency and maximum service levels. Any service required above the maximum level in each category shall be paid for by the user.

(b) A schedule for rental fees, extra service charges, and purchase price is on file in the office of the Town's contractor and shall be available upon request.

**42.28 Bulk container ownership, maintenance and fees.**

(a) Any bulk container user shall rent from the Town/contractor or contractor of their choice either one or more loose yardage containers in either four, six or eight yard capacity.

(b) Stationary compaction units shall be governed by the contractor.

(c) All rental fees shall be established by the contractor.

**42.29 Joint usership.**

The contractor may permit more than one user for each container with fees applied to the users by the contractor.

**42.30 Establishments using plastic bags.**

No limit shall be placed on the number of bags utilized by a single establishment provided all other conditions of this article are met.

**42.31 Materials the Town will not collect.**

(a) The Town will not collect or dispose of:

(1) Used passenger cars, buses, trucks or any vehicle designed to be self-propelled or pulled.

(2) Implement tires, vehicle or other batteries.

(3) Any highly inflammable, combustible, poisonous or explosive material which could present a hazard to the health or safety of the collection personnel and equipment.

(b) Large cardboard shipping cartons for collection shall be flattened and bundled to prevent scattering.

**42.32 Contractors' refuse.**

The Town will not collect piles of refuse resulting from home building or demolition or landscape or building improvements. The responsibility for removal rests with the contracting agency creating the refuse. When a homeowner or tenant makes the improvement himself



on his property or his leased property, the Town will collect the refuse provided it is in compliance with section 17-23 and section 17-25.

**42.33 Private service.**

Any establishment may choose to contract with any private refuse collection contractor provided other sections of this article are complied with.

**42.34 Industrial refuse.**

Industrial refuse shall be collected by contractor when in compliance with all other sections of this chapter.

**ARTICLE IV. PENALTIES**

**42.40 Penalty not exclusive.**

(a) The imposition of a penalty under the provisions of this Code shall not prevent the revocation or suspension of any license, franchise or permit issued or granted under the provisions of this Code.

(b) If any violation of this Code is designated as a nuisance under the provisions of this Code, such nuisance may be summarily abated by the Town in addition to the imposition of a civil monetary penalty or misdemeanor penalty.

**42.41 Liability for violations by corporations and other associations.**

(a) Any violation of this Code by any officer, agent or other person acting for or employed by any corporation or unincorporated association or organization, while acting within the scope of his office or employment, shall in every case also be deemed to be a violation by such corporation, association or organization.

(b) Any officer, agent or other person acting for or employed by any corporation or unincorporated association or organization shall be subject and liable to punishment as well as such corporation or unincorporated association or organization for the violation by it of any provisions of this Code, where such violation was the act or omission, or the result of the act, omission or order, of any such person.

**42.42 Criminal Prosecution.**

Any person, firm or corporation violating any of the provisions of this ordinance shall be guilty of a Class 3 misdemeanor pursuant to N.C.G.S. 14-4(a), and may be fined by the court not more than five hundred (\$500.00) dollars.



#### **42.43 Civil penalty.**

(a) Upon the determination that any provision of this Code is being violated, the code enforcement officer shall provide due notice to the person(s) responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. Notice may include written notice by registered mail to such person(s). Such notice shall provide the time period for abatement, and shall state the penalties for noncompliance provided in this section. The provisions of this section are adopted pursuant to G.S. 160A-175(c) and shall not constitute a misdemeanor infraction pursuant to G.S. 14-4 unless the ordinance or code section provides otherwise.

(b) This section is enacted pursuant to G.S. 160A-175, and may be enforced by appropriate equitable remedies issuing from a court of competent jurisdiction as more fully set out and stated in G.S. 160A(d) and (e), incorporated herein by reference and as said statute may be subsequently amended.

(c) Violation of any provision of this Code not corrected as provided in subsection (a) shall subject the offender to a civil penalty in the amount and as set forth in Section 10.99 of the Sawmills Code Citation shall be in writing, signed by the code enforcement officer, and shall be delivered to the offender either at his residence, place of business, or at the place where the violation occurred.

(d) Each day that a violation continues to exist shall constitute a separate and distinct offense without multiple citations being issued.

#### **42.44 Orders of abatement and injunctive relief.**

In addition to criminal prosecution or the imposition of civil penalties, the Town may seek orders of abatement and/or mandatory or prohibitory injunctive relief in the General Court of Justice to compel compliance with this ordinance.

#### **42.45 Continuing violation.**

Each and every day of a continuing violation of any provision of this ordinance shall be deemed to be a separate and distinct violation.

### **ARTICLE V. ADMINISTRATION AND ENFORCEMENT**

#### **42.50 Investigation.**

The Town Administrator, upon notice from any person, on a pre-printed form to be provided by the Town Clerk, of the existence of any of the conditions described in this Chapter, shall cause to be made by the appropriate town official, such investigation as may be necessary to determine whether conditions exist which may constitute a violation as declared in this Chapter. The individual conducting said investigation shall submit a written report, on a pre-printed form to



be provided by the Town Administrator, summarizing the investigator's findings to the Town Clerk within thirty (30) days of contact by the Town Administrator regarding the need for an investigation.

#### **42.51 Notice to Abate.**

If a determination is made that such conditions constituting a violation exist, the Town Administrator shall notify, in writing, the owner of the premises in question of the conditions constituting such violation and shall order the prompt abatement thereof in a Notice of Code Violation within 15 days from the receipt of such written notice.

#### **42.52 Abatement By Town.**

If the owner, having been ordered to abate such a violation, fails, neglects, or refuses to abate or remove the condition constituting the violation within 15 days from receipt of the order, the Town Administrator or his designee may 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 violation if authorized under 160A-193- "Public Health Nuisance" and determined to be dangerous to public health or public safety under the supervision of an officer or employee designated by the Town Administrator. If this expense is not paid by the person in default, it shall be a lien on the land or premises where the nuisance occurred. Any person who has been ordered to abate a violation may within the time allowed by this chapter, request the Town in writing to remove such condition, the cost of which shall be paid by the person making the request.



# Town of Sawmills

Spring Newsletter

"Biggest Little Town in the Foothills"

March 2011

## Your New Newsletter

Message from the Town Administrator

**Seth Eckard**

Town Administrator

Hello and thank you for taking the time to read your new Town Hall newsletter. Beginning with this edition you will receive a quarterly newsletter. (Spring, Summer, Fall and Winter editions) Our goal is to keep you well informed about new policies, procedures, and upcoming events in the community.

## Welcome

It is a real pleasure to have the opportunity to serve as your new Town Administrator. I would like to invite everyone to come by Town Hall, sit down and have a one-on-one conversation at your convenience. I'm curious to learn about your experiences, vision and goals for our community.

*continued on page 2*



## Update on Veteran's Memorial Park

If you haven't noticed lately there has been a great deal of construction going on at Veteran's Memorial Park. Beautiful black fencing has been erected along the perimeter of the park as well as construction of two new baseball fields and a soccer field.

Granite Falls Middle School will begin playing soccer at the park in late March. Baseball and softball will begin in April. If you haven't already had a chance to come by and see your new park then we highly recommend that you do. Veteran's Park is absolutely stunning with views of Lake Rhodhiss and the Blue Ridge Mountains. Citizens of Sawmills should be proud to know that they have one of the most beautiful parks in the Foothills.

## INSIDE THIS ISSUE

- 1 Welcome
- 1 Update on Veteran's Memorial Park
- 2 Concerned Citizens Committee
- 2 Engineering Update
- 2 Social Media
- 2 Sawmills Address
- 2 2010 Census Information



It helps me perform my job better when the lines of communication are open.

## Concerned Citizens Committee

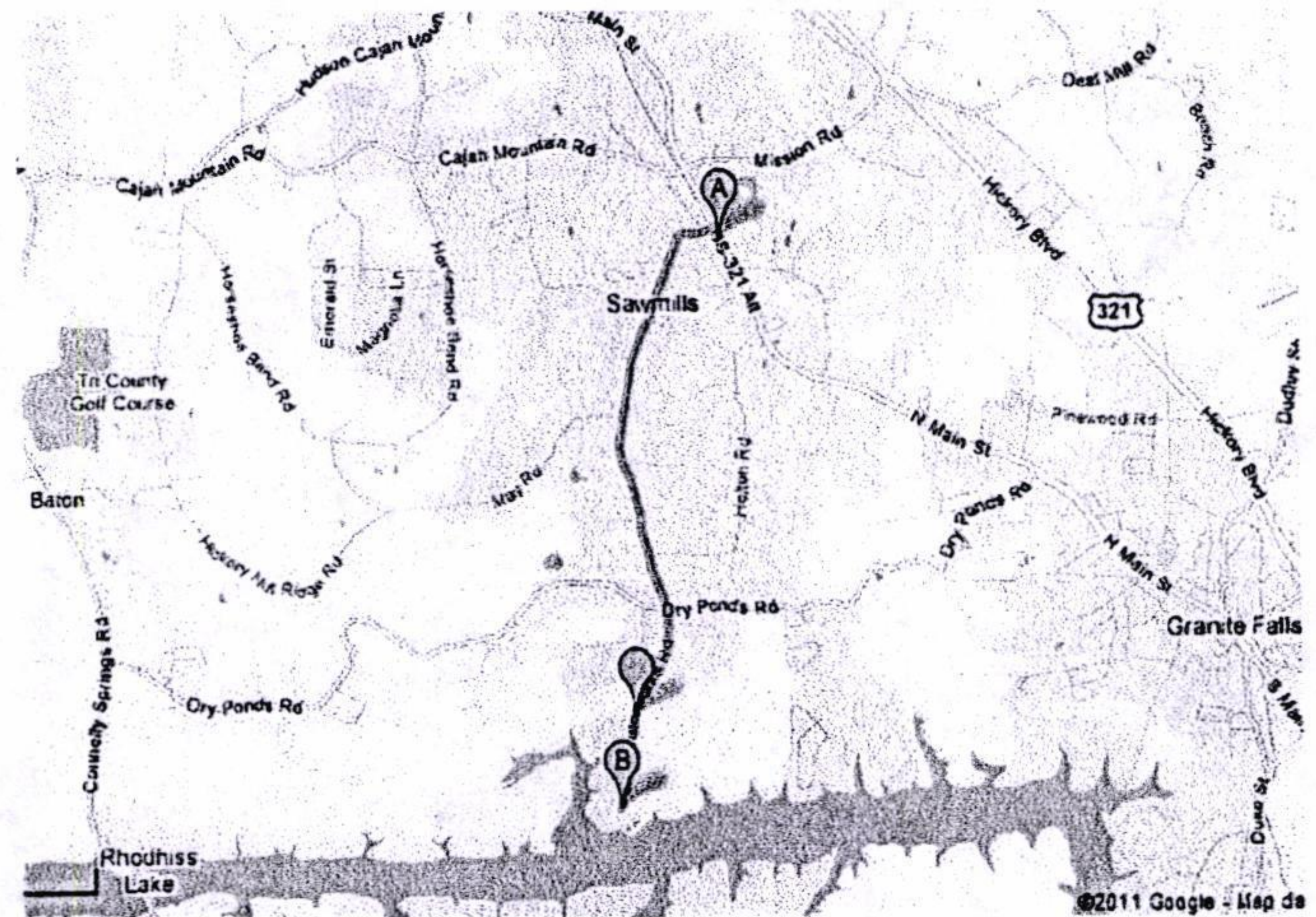
In an effort to improve the lines of communication between elected officials, staff and the public Mayor Bob Gibbs is creating a "Concerned Citizens Committee." The purpose of this committee is to brainstorm new ideas, discuss long term goals and take a critical look at the services your government currently offers. The committee will also be asked to recommend solutions for long term problems the Town faces.

The Concerned Citizens Committee will meet bi-quarterly. This committee is open to all citizens and businesses in the Town of Sawmills. If you would like more information please contact Mayor Bob Gibbs at (828) 612-8790 or [bgibbs@townofsawmills.com](mailto:bgibbs@townofsawmills.com).

## Social Media

The Town has made significant updates to its website recently at [www.townofsawmills.com](http://www.townofsawmills.com). Beginning March 1<sup>st</sup> citizens can pay their utility bill on the Town website. We are always looking to improve the website and if you have any comments or suggestions please send them to [seckard@townofsawmills.com](mailto:seckard@townofsawmills.com).

Please check out the Town's new Facebook page! The Town of Sawmills Facebook page is a great place for people to post pictures, comments and share upcoming events. We welcome you to "Like" our page and keep your fellow citizens informed about our community.



## Sawmills Address

As of October 15, 2007 all residents in the Town of Sawmills, who use Granite Falls as their "city" in their address, may start using Sawmills instead. An example would be as follows:

John Smith  
123 Pleasant Lane  
Sawmills, NC 28630

## Engineering Update

Road resurfacing projects will begin this spring on Freedom Lane and Millrace Drive. Surveying is taking place on Bucks Drive and Loye Lane. The 321-A Sidewalk project stretching from Sawmills Fire Department to Story's One Stop is under review by the North Carolina Department of Transportation. The proposed Greenway at Veteran's Memorial Park has been delayed due to holdups in the Duke Energy Relicensing process with the Federal Government.

## 2010 Census Information

The April 2010 Census information is in and Sawmills is still the second largest municipality in Caldwell County with a population of 5,240. This is a growth of about 6.5% over the last ten years.



March 1, 2011

Attention!!!!

On line payments are now available for Utility Bills only at:

[www.townofsawmills.com](http://www.townofsawmills.com)

### GETTING STARTED

- ✳ Town of Sawmills customers will be able to make payments on line after receiving the March 2011 bill.
- ✳ Select "Pay Your Bill & Fee Schedule" on the Town's Website Home page.
- ✳ On the right side of the screen will be the link to "View/Pay eBills"
- ✳ Select "Register" to create a *user id and password*. Complete each step and select "Continue". Upon completion, an automatic notification will be sent to the e mail address provided confirming the **user id, password and verification code**. Please go to the address at the end of the message to log in and verify your account. After clicking on the link, enter the information on the verification e mail. Upon completion, customers will be taken to their main account page.
- ✳ Select "View & Pay Utility Bills"
- ✳ "Add an Account"
- ✳ Select "Utility Bill", enter your "Account" # (a 4 digit number on printed bill) and "PIN #" (a 5 digit number in the top center of the printed bill). Both numbers are required.
- ✳ After agreeing to the terms, customers will be returned to their profile page with a message indicating they will receive an e mail once their registration has been processed.
- ✳ **\*\*\*IMPORTANT\*\*\*** - When registering, the address and zip code must be the same as what is printed on the credit card. You will need to include the security code (3 digit # on the back of the card).

### PAYMENTS

- ✳ Customers can pay their Utility Bill by means of either a credit or debit card with a VISA, MasterCard, Discover or American Express card.
- ✳ There will be a .35 transaction fee and a 3% credit/debit card fee for each transaction. The fees are paid directly to the Merchant Provider and not the Town of Sawmills.

|                           |                                                     |
|---------------------------|-----------------------------------------------------|
| Example:                  | Paid between the 1 <sup>st</sup> & 15 <sup>th</sup> |
| Utility Bill Total        | 30.00                                               |
| 3% Credit Card Processing | .90                                                 |
| Flat Rate                 | .35                                                 |
| Total Transaction:        | 31.25                                               |

- ✳ If the bill has not been paid in full by the 15<sup>th</sup> of each month, late fees will be applied to the customer's account. These fees can be paid on line.

|                           |                                 |
|---------------------------|---------------------------------|
| Example:                  | Paid after the 15 <sup>th</sup> |
| Utility Bill Total        | 30.00                           |
| Plus late fee             | 3.00                            |
| 3% Credit Card Processing | .99                             |
| Flat Rate                 | .35                             |
| Total Transaction:        | 34.34                           |

- ✳ Please note that if partial payments are made, the fees will be charged to your card each time a payment is made to your account.
- ✳ If the bill has not been paid by the 25<sup>th</sup> of each month, service will be discontinued to the customer. The bill total and late fees can be paid on line, but the customer will have to pay the re-connect fee at the Town Hall office.

\*SEE REVERSE SIDE FOR EXAMPLE BILL\*



# EXAMPLE

Town of Sawmills  
4076 US Hwy 321-A  
Sawmills, NC 28630

PIN #XXXXXX

| Account Number   |        |          | Bill From | Bill To |
|------------------|--------|----------|-----------|---------|
| XXXX             |        |          | 1/14/11   | 2/14/11 |
| Previous Balance |        |          | Payments  |         |
| 22.00            |        |          | 50.00     |         |
| Type             | Amount | Previous | Current   | Usage   |
| WAT              | 24.00  | 454      | 460       | 5000    |
| SAN              | 4.00   | 0        | 0         |         |

| Account Number                                                                                                                     | Due Date  | Amount Due After Due Date | Amount Due By Due Date |
|------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------|------------------------|
| XXXX                                                                                                                               | 3/15/2011 | 33.00                     | 30.00                  |
| RETURN THIS STUB WITH PAYMENT                                                                                                      |           |                           |                        |
| FAILURE TO RECEIVE A BILL IS NOT<br>AN EXCUSE FOR NON-PAYMENT                                                                      |           |                           |                        |
| PAY ONLINE:<br>MARCH 1, 2011 BILLS CAN BE<br>PAID ONLINE AT:<br><a href="http://www.townofsawmills.com">www.townofsawmills.com</a> |           |                           |                        |

|                     |       |
|---------------------|-------|
| Current Amount      | 30.00 |
| Amount Due Now      | 30.00 |
| Pay After 3/15/2011 | 33.00 |

John Doe  
123 Doe Hill  
Sawmills, NC 28630



## Sawmills Utility Financial Assistance Program Overview

The Town of Sawmills now offers a utility bill assistance program. The purpose of this program is to provide limited emergency funds to help pay the utility bill for a customer experiencing financial hardship resulting from job loss, medical crisis, etc. Emergency funding may cover an applicant's entire utility bill including water, sewer and sanitation.

### Qualifications:

1. The applicant must have a Town of Sawmills utility account.
2. The applicant's utility account must be for service to a single family residence.
3. The applicant must reside at the residence.
4. The applicant's circumstances must warrant financial assistance.
5. The applicant's monthly income must be 150% of the federal poverty level, or lower.

| # IN HOUSEHOLD | MAXIMUM MONTHLY INCOME | # IN HOUSEHOLD | MAXIMUM MONTHLY INCOME |
|----------------|------------------------|----------------|------------------------|
| 1              | 1362                   | 5              | 3272                   |
| 2              | 1839                   | 6              | 3749                   |
| 3              | 2316                   | 7              | 4227                   |
| 4              | 2794                   | 8              | 4704                   |

\*Numbers taken from the 2011 HHS Poverty Guidelines Chart ([aspe.hhs.gov/poverty/11pverty.shtml](http://aspe.hhs.gov/poverty/11pverty.shtml)) then multiplied to 150%

### Limitations:

1. An applicant may not apply for assistance more than 2 times during any 24-month period.
2. If an applicant has been approved for assistance 2 times within a 24-month period, the applicant must wait 12 months from the date of the last application before applying for additional assistance.
3. The amount of assistance shall be determined by South Caldwell Christian Ministries, a nonprofit corporation; however, in each instance the approved assistance shall be for no more than 3 months and the amount of assistance shall not exceed \$100 in any month.
4. The amount of funds in the Sawmills Utilities Financial Assistance Program is limited and can affect the availability of assistance.

### Application Process:

- Applications are available at Sawmills Town Hall.
- The applicant shall first take the completed application to the town.
- Upon the town receiving the application, the applicant will not incur additional late charges and service will continue until a decision on assistance is made.
- Applicants shall then take the application and verification documents to Caldwell County Department of Social Services (DSS).
- DSS will review the application and it will then send the application, along with DSS's recommendation as to whether financial assistance should be approved, to South Caldwell Christian Ministries.
- South Caldwell Christian Ministries will make the final decision as to whether the applicant will receive assistance and, if so, the amount of the assistance.
- South Caldwell Christian Ministries will send a letter to the applicant informing the applicant as to its decision.
- South Caldwell Christian Ministries shall remit to the Town of Sawmills from the assistance fund the utility payments it approves.



## **CALENDAR OF EVENTS**

### **BUDGET WORKSHOP**

MARCH 24<sup>TH</sup> 3:00PM – 5:00PM  
TOWN HALL

### **OPENING DAY FOR BASEBALL**

APRIL 9<sup>TH</sup>  
VETERAN'S PARK

### **TOWN COUNCIL MEETING**

APRIL 19<sup>TH</sup> 6:00PM  
TOWN HALL

### **BUDGET WORKSHOP**

APRIL 21<sup>ST</sup> 3:00PM – 5:00PM  
TOWN HALL

### **BUDGET WORKSHOP**

MAY 3<sup>RD</sup> 3:00PM – 5:00PM  
TOWN HALL

### **TOWN COUNCIL MEETING**

MAY 17<sup>TH</sup> 6:00PM  
TOWN HALL  
PRESENTATION OF THE BUDGET

### **TOWN COUNCIL MEETING**

JUNE 21<sup>ST</sup> 6:00PM  
TOWN HALL

## **Sawmills Officials**

### **Town Council**

Bob Gibbs, *Mayor* (828) 612-8790  
Gerelene Blevins, *Mayor Pro Tem* (828) 313-0530  
Joe Norman, *Councilman* (828) 381-2185  
Beverly Fry, *Councilwoman* (828) 396-4422  
Donnie Potter, *Councilman* (828) 302-8245  
Joe Wesson, *Councilman* (828) 496-7475

## **Sawmills Town Staff**

### **Administration**

(828) 396-7903

*Town Administrator* Seth Eckard

*Clerk* Susan Nagle

*Finance Director* Karen Clontz

*Office Manager* Kim Trivette

*Administrative Assistant* Julie Good

### **Public Works**

(828) 396-2300

*Public Works Director* Ronnie Coffey

*Assistant Public Works Director* Steve Coonse

*Parks and Rec Director* Benny Townsend

Charlie Cannon

Rex Arrowood

Chad Duncan

Kenneth Wade

Matt Nagle

Joel Hart

Contact – Please feel free to contact us at (828) 396 – 7903 if you have any questions, concerns or suggestions.



Town of Sawmills  
4076 US HWY 321 A  
Sawmills, NC 28630

Bulk Rate  
US Postage  
Paid  
Sawmills, NC  
Permit # 41



| Opened     | Case Number | Property Address                  | Owner or Occupant           | Status or Comments                                                                                                                                                                                                    |
|------------|-------------|-----------------------------------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10/28/2010 | PN11-03     | 4455 Rual Drive                   | William Miller              | Owner has continued show some progress in cleaning the property. Adoption of the Vehicle Ordinance will make additional enforcement options. Monitor                                                                  |
| 11/1/2010  | MVO11-01    | 4228 US Hwy 321A                  | Arnold Wilson               | Owner has continued to agree to clean the property but little progress has been made. 1 Civil Citation recently issued. Monitor                                                                                       |
| 11/1/2010  | PN11-02     | Unaddressed property along Helton | Jimmy Hollifield            | Owner has shown some progress in chipping wood debris. Monitor                                                                                                                                                        |
| 11/1/2010  | HC11-03     | 4476 Sawmills Sch. Rd.            | Acie Spade                  | Hearing scheduled to be held with the owner on 3/23/11. Deadline to repair/demolish house to be issue after the hearing. Monitor                                                                                      |
| 11/1/2010  | PN11-05     | 4385 Chantilly Drive              | Hester Bunton and Nancy Fry | Former prospective buyer no longer interested due to not being able to get a clear title. Lowest demo. Estimate \$2500. Town may demolish when ready. Monitor.                                                        |
| 11/1/2010  | HC11-01     | 2553 Baker Circle                 | Ralph and Ether Miller      | Despite the owners claim to demolish the mobile home, he has begin to back track. Lowest estimate \$1600 to demo. & clean overgrown area. To check back in with owner before deciding on further action.              |
| 11/1/2010  | HC11-02     | 4396 Duncan Drive                 | Roger and Cynthia Lentz     | Property has been sold. New owner has begun cleaning the property and will demolish the house. Closed Case.                                                                                                           |
| 11/1/2010  | Z11-02      | 1625 Cajah Mtn. Rd.               | Ray and Betty Philyaw       | This case regarding a mobile home used as an out-building on the property has not yet been addressed.                                                                                                                 |
| 11/1/2010  | HC11-05     | 2275 Crystal Drive                | Martha Philyaw Heirs        | Due to backed taxes and a judgment on the property once interested buyers of the property are not interested now. Power has been disconnected and the former occupant has moved. Deadline not until 4/19/11. Monitor. |
| 11/1/2010  | HC11-04     | 1677 Lafayette Ave.               | Arnold Wilson               | Owner has burned brush on the property and cleaned away debris. Closed Case.                                                                                                                                          |



## Code Enforcement Monthly Report

| Opened     | Case Number | Property Address    | Owner or Occupant         | Status or Comments                                                                                                                         |
|------------|-------------|---------------------|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| 11/1/2010  | PN11-01     | 4497 Diamond St.    | Troy Wilson Jr.           | Private contractor has cleaned away trash, debris and overgrowth. Bill paid in full by the owner. Close Public Nuisance part of this case. |
| 11/8/2010  | PN11-08     | 4476 Villa Lane     | John Greene               | Owner has made some progress but below expectations. 1 Civil penalty issued recently.                                                      |
| 11/8/2010  | PN11-07     | 2720 Villa Woods    | Debs and Lynn Holden      | Good progress in removal of wood debris and trash. Owners are cutting down more trees on there on. Monitor.                                |
| 11/1/2010  | Z11-01      | 4141 Duff Drive     | Clarks Auto               | Owner has agreed to remove salvage vehicles and trash from the property, according to the Mayor. Monitor.                                  |
| 1-Dec      | PN11-09     | Crotts Mobile Home  | Charles and Pansey Crotts | Title search has been done and owner identified. Attempting to make contact with those persons of interest.                                |
| 12/8/2010  | MVO11-02    | 1747 Cahah Mtn. Rd. | Donald Street             | Owner has called and agreed to demonstrate vehicle's) are operational. Meeting to occur after Motor Vehicle Ordinance is adopted.          |
| 12/8/2010  | MVO11-04    | 4347 US HWY 321-A   | Jeffrey and Trena Wilson  | No recorded response from owner after friendly letter sent. To visit the property after adoption of Motor Vehicle Ordinance occurs.        |
| 12/15/2010 | PN11-10     | 1551 Cahah Mtn. Rd. | Dean and Billy Tolbert    | Owner has had the damaged camper on the property removed and has begun removing debris. Monitor                                            |
| 1/5/2011   | PN11-11     | 1529 Lafayette      | Dorman Little             | Friendly letter sent due to possible junk vehicle. Action has been halted until after the Motor Vehicle Ordinance is adopted.              |
| 1/12/2011  | HC11-06     | 2499 Meadow Park    | Meadow Park LLC           | Repairs to mobile home made. Closed Case.                                                                                                  |
| 1/12/2011  | HC11-07     | 2495 Meadow Park    | Meadow Park LLC           | Repairs to mobile home made. Closed Case.                                                                                                  |
| 1/12/2011  | HC11-08     | 2492 Meadow Park    | Meadow Park LLC           | Repairs to mobile home made. Closed Case.                                                                                                  |
| 1/12/2011  | HC11-09     | 2493 Meadow Park    | Meadow Park LLC           | Repairs to mobile home made. Closed Case.                                                                                                  |



## Code Enforcement Monthly Report

| Opened    | Case Number | Property Address  | Owner or Occupant           | Status or Comments                                                                                                              |
|-----------|-------------|-------------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 1/19/2011 | PN11-13     | 4438 Jess Drive   | Annie Newton                | Property has been cleaned of trash. Closed Case.                                                                                |
| 1/19/2011 | PN11-12     | 4401 Hwy 321A     | Mitchell Greene             | Owner has cleaned most trash from the property but claims to have a back problem slowing his progress of stacking wood. Monitor |
| 2/2/2011  | PN11-14     | 4434 Jess Drive   | Debra Miller                | Underpinning and removal of trash nearly done. Due to re-inspect for full compliance. Monitor.                                  |
| 2/5/2011  | PN11-15     | 4148 SW Hwy 321A  | Choua Her<br>Steve and Mary | Owner has agreed clean area behind her property and remove junk vehicle or cover. Due to re-inspect. Monitor                    |
| 2/25/2011 | PN11-16     | 2511 Baker Circle | Hand                        | Owner has begun demolishing out-building. Monitor                                                                               |