

**TUESDAY, APRIL 19, 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 MARCH 15th REGULAR MEETING MINUTES: Mayor Gibbs asked for a motion to approve the March 15, 2011 regular meeting minutes.

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

APPROVAL OF MARCH 24th SPECIAL MEETING BUDGET WORKSHOP MINUTES: Mayor Gibbs asked for a motion to approve the March 24, 2011 special meeting budget workshop minutes.

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

ADOPT AGENDA: Mayor Gibbs asked for a motion to adopt the agenda with the following additions and changes: add Request to Speak: Harry Whalen with the EDC as line item 6, and add Request for Donation: Lenoir/Caldwell County Crime Stoppers as line item 9G. Change line items 6A-B to 7A-B, change line items 7A-B to 8A-B, change line items 8A-F to 9A-F, change line items 9A-C to 10A-C, change line item 10 to line item 11 and remove the original line item 11 Closed Session: Personnel Matters.

On a motion made by Gerelene Blevins, and seconded by Joe Wesson, the agenda was adopted with changes. All were in favor.

REQUEST TO SPEAK: The town has received a request from Harry Whalen with the EDC to speak to the Council. Mr. Whalen stated that the EDC needs the Council's help in locating a twenty (20) acre industrial sight for manufacturing with rail, along with other property for sale in the County. Mr. Whalen stated the EDC website should be up and running within the next two (2) weeks and have a link to the Town of Sawmills.

PARKS AND RECREATION:

DISC GOLF: Town Administrator Seth Eckard introduced Dan Mitchell, of the Unifour Flying Objects (UFO) Organization, to explain what Disc golf is and what it can do for Sawmills (See attached fact sheet and map). Mr. Mitchell stated there is a need for another Disc Golf course in this area as there is only one (1) course in the Catawba Valley area nearby which is in Hickory. Town Administrator Eckard is proposing that the town proceed with the first seven (7) holes of the 18-hole disc golf Course before July 1, 2011 at a cost of approximately \$8,000.00.

On a motion made by Joe Norman, and seconded by Donnie Potter, Council approved proceeding with the first seven (7) holes of a Disc Golf course at the Veteran's Memorial Park in the amount of approximately \$8,000.00 if there are sufficient funds in this year's budget. All were in favor.

PARK LICENSE AGREEMENT: Town Administrator Seth Eckard stated Town Attorney Terry Taylor has drawn up the enclosed Park License Agreement between the Town of Sawmills and the Sawmills Community Optimist Club, which holds the Sawmills Community Optimist Club liable for all Optimist, sponsored events in the Town's parks.

On a motion made by Joe Norman, and seconded by Joe Wesson, Council approved the Park License Agreement between the Town of Sawmills and the Sawmills Community Optimist Club. All were in favor.

DISCUSSION:

YARD OF THE MONTH PROGRAM: Town Administrator Seth Eckard stated that upon approval, Councilwoman Gerelene Blevins and Councilwoman Beverly Fry, of the Town Beautification Committee, along with three (3) residents living in Sawmills would initiate the attached yard of the month program.

On a motion made by Joe Wesson, and seconded by Donnie Potter, Council approved the Town Beautification Committee to have the authority to initiate the program, choose three (3) residents, and be the judge of the winning yards.

SPECIAL OLYMPICS: Jo Ann Miller would like to thank the Sawmills Town Council for the donation to the Caldwell County Special Olympics. Ms. Miller also stated with all the donations received there is enough money to purchase shirts, ribbons, and medals, along with lunch for the participants and volunteers of the Caldwell County Special Olympics.

No Council action is required.

FINANCIAL MATTERS:

BUDGET AMENDMENT: Town Administrator Seth Eckard stated demolition would begin on the burned down house on Chantilly Drive once the enclosed contract in the amount of \$3,300.00 between the Town of Sawmills and Contractor Jeff Walker, is approved. Mr. Walker will provide the town with a Certificate of Liability Insurance and a completed W9 form. There are sufficient funds in the budget to cover this expenditure and a Budget Amendment in the amount of \$4,000.00 will need to be approved which allows for any extra fees associated with the demolition.

On a motion made by Gerelene Blevins, and seconded by Joe Norman, Council approved a budget amendment in the amount of \$4,000.00 and the contract in the amount of \$3,300.00. All were in favor.

GRANT UPDATES: Town Administrator Seth Eckard stated that during the last meeting the Mayor gave a brief update on the Commerce Grant and the Cahah's Mountain ARRA Waterline Replacement Project. These funds are already included in the budget and do not require the appropriation of new funds, just the transfer of funds from Utility Fund to Automated Solutions/Commerce Grant and also from Utility Fund's Capital Reserve to Cahah's Mountain Waterline Capital Improvement Project

On a motion made by Joe Norman, and seconded by Beverly Fry, Council approved the transfer of funds. All were in favor.

BAD DEBT WRITE-OFF: Town Administrator Seth Eckard stated upon approval, the Finance Staff will write-off the enclosed outstanding water accounts that are uncollected for the town.

On a motion made by Joe Norman, and seconded by Joe Wesson, Council agreed to write off the bad debt. All were in favor.

SIGNATURES FOR SAFETY DEPOSIT BOX AT BANK: Town Administrator Seth Eckard was advised by bank staff that along with the new signature cards that were approved during the regular meeting in February, new signatures also need to be on file for access to the safety deposit box. The signatures would be for the following persons: Town Administrator Eckard, Mayor Pro-Tem Gerelene Blevins, Mayor Bob Gibbs, and Finance Officer Karen Clontz.

On a motion made by Donnie Potter, and seconded by Beverly Fry, Council approved new signature cards to be on file with the bank allowing access to the safety deposit box. All were in favor.

STREET RESURFACING AND IMPROVEMENTS PROJECT: The town has received the following four (4) bids on the resurfacing of Freedom Lane and the pavement repairs project on Mill Race Drive:

Midstate Contractors, Inc.	\$55,454.45
J.T. Russell & Sons, Inc.	\$58,571.00
Evans Construction	\$69,914.34
Bell Construction Company	\$74,087.00

Town Administrator Seth Eckard stated that Midstate Contractors, Inc. was the low bidder on this project (see attached) and there are sufficient funds in the budget from Powell Bill Funds to cover this expenditure.

On a motion made by Joe Norman, and seconded by Donnie Potter, Council awarded the bid to Midstate Contractor's, Inc. in the amount of \$55,454.45. All were in favor.

SERVICE TRUCK FOR STREET DEPARTMENT: The town has received the following three (3) bids for a service truck for use by the Street Department and equipped with a lift crane, a service bed, and a snowplow:

First Place Ford	\$84,914.00
Armstrong Ford	\$80,922.00
Steve White Automotive	\$84,291.00

Town Administrator Seth Eckard stated that Armstrong Ford was the low bidder on this project (see attached) and there are sufficient funds in next year's budget, from Powell Bill Funds, to cover this expenditure.

On a motion made by Joe Wesson, and seconded by Gerelene Blevins, Council awarded the bid to Armstrong Ford in the amount of \$80,922.00. All were in favor.

REQUEST FOR DONATION: The Town has received a request from the Lenoir/Caldwell County Crime Stoppers for a donation.

Town Administrator Seth Eckard stated that there are sufficient funds in the budget to cover this expenditure.

On a motion made by Gerelene Blevins, and seconded by Joe Norman, Council approved a donation in the amount of \$100.00. All were in favor.

PLANNING MATTERS:

CIVIL PENALTIES: Town Administrator Seth Eckard stated during the March 15, 2011 regular meeting Council tabled the Civil Penalties item on the agenda. Attorney Terry Taylor has prepared the attached proposed Restatement of Section §10.99 of the General Provisions of the Town of Sawmills Code of Ordinances.

On a motion made by Joe Norman, and seconded by Donnie Potter, Council approved the proposed Restatement of Section §10.99 of the General Provisions of the Town of Sawmills Code of Ordinances. All were in favor.

CODIFICATION AGREEMENT: Town Administrator Seth Eckard has spoken with Mr. Richard Frommeyer, a Codification Consultant, from American Legal Publishing. The attached Codification Agreement with American Legal Publishing contracted through the NC League of Municipalities in the amount of \$12,100.00 covers the cost of re-codification and the purchase of twelve (12) books ensuring that the appropriate town employees will receive a book. The agreement shows a down payment in the amount of \$500.00 out of this year's budget, the first payment of 50% of the total, which equals \$5,800.00 paid out of next year's budget on July 1, 2011, and the remaining payment of \$5,800.00 paid out on July 1, 2012.

On a motion made by Donnie Potter, and seconded by Joe Wesson, Council approved the Codification Agreement with the NC League of Municipalities and its code contractor American Legal Publishing. All were in favor.

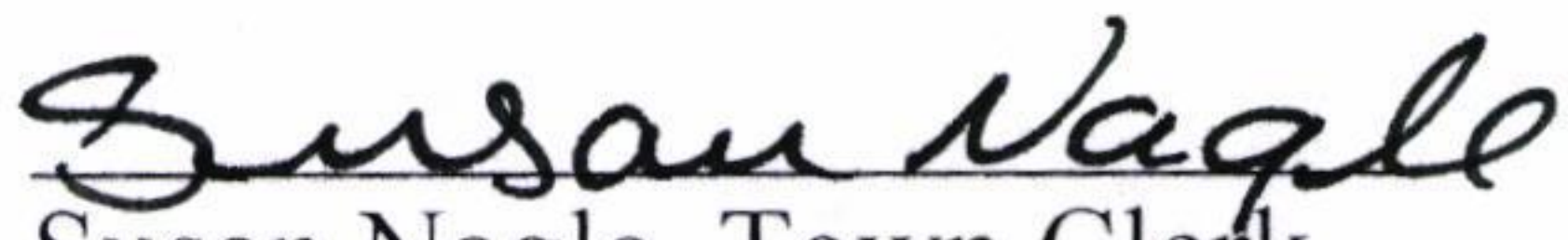
CODE ENFORCEMENT UPDATE: Mayor Gibbs referred Council to the attached report on the progress that Code Officer Tony Cline continues to make throughout the Town.

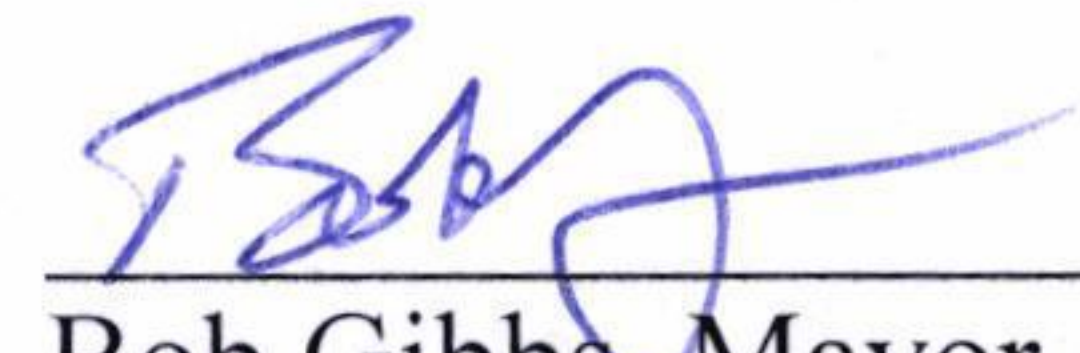
No Council action is required.

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

Mr. Bobby Austin would like to know what the town has decided on recycling. Mayor Bob Gibbs stated the town is doing everything it can to keep the curbside recycling in place.

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

DISC GOLF FACTS

ORIGINS

- Object golf in 60's and 70's with Frisbees™, now discs
- Professional Disc Golf Association (PDGA) begun in 1976
- First member, the late Ed Headrick; his ashes were molded into memorial discs
- Local Club is UFO, Unifour Flying Objects, started in 1998, 40 members in 2010

EXTENT (2010)

- People who have joined PDGA since 1976, 42,000 (current members 15,400)
- Estimated 5% of regular players join the PDGA
- 2800 courses in US, 480 courses outside US, 97 courses in NC (www.PDGA.com)
- Local website www.hickorydiscgolf.com
- PDGA headquarters outside Augusta, GA

HOW TO PLAY

- Analogous to ball golf: a hole consists of tee, pin, fairway, OB, count your strokes
- Rules cover approved equipment (pins and discs), marking and playing your lie, driving and putting, and courtesy (PGDA.com)
- DISCS: Use special discs for particular shots, left, right, straight, long, short, adjust for wind, and ground conditions. Drivers, putters, approach discs
- SHOTS: Backhand, forehand, overhead, roller, spike, upside down lay-up

WHERE TO GET DISCS

- Beginners: Need a putter and stable midrange, maybe a stable driver
- Local stores: Dick's Sporting Goods, Viewmont ACE Hardware, or many websites
- Local Events, Sundays and Wednesdays

STATE OF COMPETITION (2010)

- 1215 PDGA sanctioned events worldwide, \$2.2 MM combined pro purse
- 16 divisions, Am, pro, age, gender, beginners, intermediate, advanced
- Youth, Junior, Regular, Masters, Grand Master, Sr. Grand Master, Legends

PARTS OF A CHAMPIONSHIP LEVEL 18 HOLE COURSE

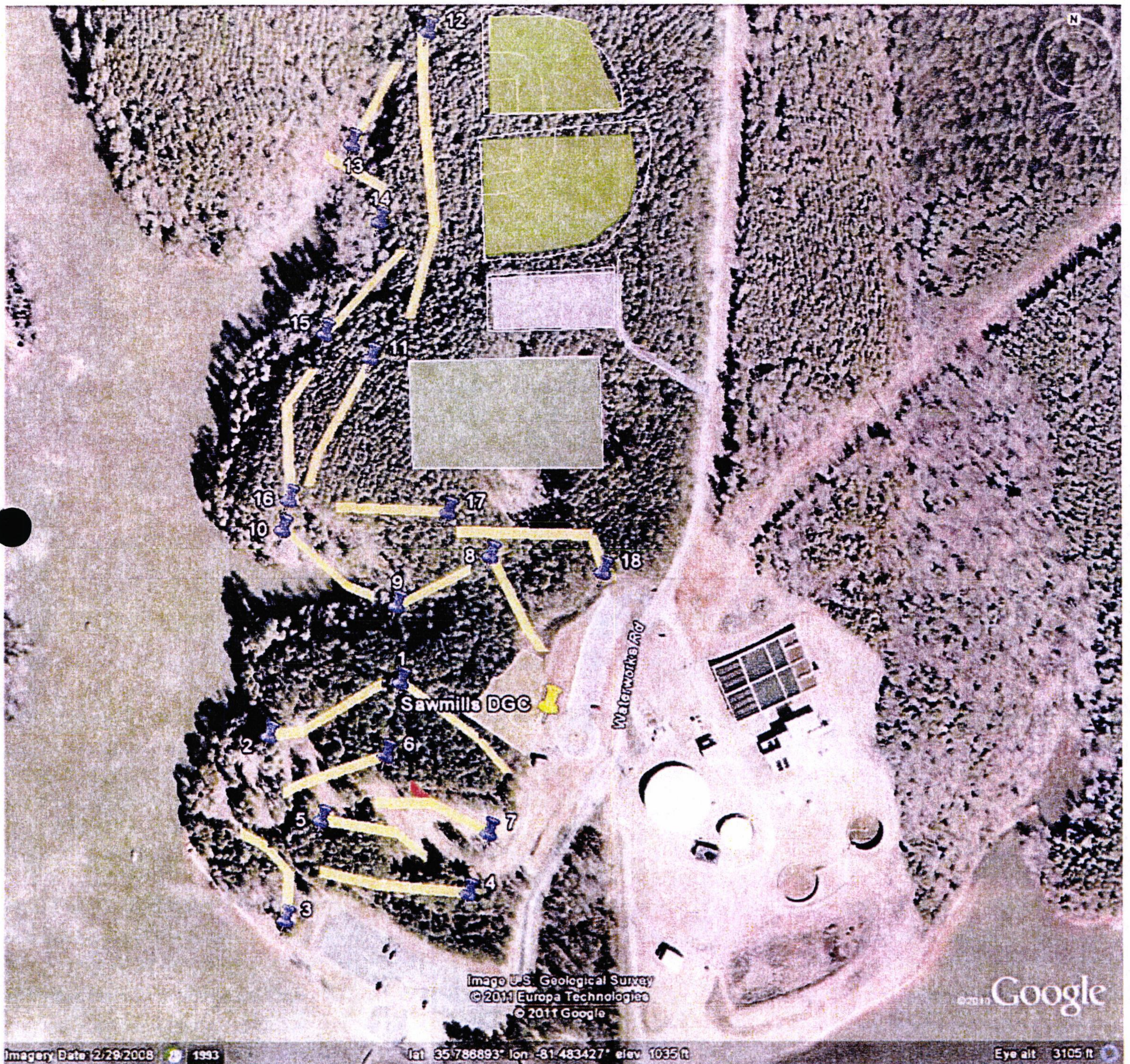
- 19 Basket Targets (18 plus one warm-up/practice basket)
- 18 to 36 (total depends on multiple tee holes) solid surface tee pads, 5 ft by 12 ft
- 18 Tee signs plus tee markers for multiple tee pad holes
- Direction Signs as needed to help first time visitors navigate course
- Benches, bridges, steps, and trash cans enhance the course and can be added after course is opened

BENEFITS TO PARK and COMMUNITY

- Course provides recreation for youth, seniors, families and groups
- Disc golf has lower entry barriers to beginners. Expenses, exertion levels, and experience required for an enjoyable time are much less than traditional golf
- The UFO club can work as a partner to support the financing and manpower for maintaining course amenities and improvements. Joining and working as a club member is a rewarding way for many in the community to "give back". It also provides an opportunity for younger members to gain management experience in running projects and events.
- Disc golfers travel areas of park considered to be "remote" reducing mischief
- The UFO club hosts an annual charity event (Ice Bowl) and assists civic groups with their events (recently Police Youth Academy, HP&R Corporate Challenge, SC Deaf Disc Golfers)
- Student Disc Golf is supported by the E.D.G.E. program (www.edgediscgolf.org)
- Players will travel to play a well-reviewed course and patronize local businesses. Courses are listed and rated at websites such as www.dgcoursereview.com
- Local businesses can sponsor holes, benches, or events; store(s) can sell disc golf supplies

Concept Plan Disc Golf Course
Veterans Memorial Park, Sawmills, NC

Dan Mitchell, Designer
April 14, 2011



STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

PARK
LICENSE AGREEMENT

THAT WHEREAS, the Town of Sawmills, a municipal corporation ("Town") and Sawmills Community Optimist Club, Inc., a North Carolina non-profit corporation ("Licensee"), do hereby desire to enter into this License Agreement ("License") according to the terms and conditions set forth below:

WITNESSETH:

THAT WHEREAS, the Town of Sawmills, a municipal corporation of Caldwell County does hereby grant unto Sawmills Community Optimist Club, Inc. a License Agreement to run recreational programs at both Veteran's and Baird Park and operate the Concession Stand at the Sawmills Baird Park ("Premises") according to those terms and conditions set forth herein below:

1. This License shall exist for a period of one (1) year to begin on the 4TH day of APRIL, 2011 and to end on the 4TH day of APRIL, 2012. This agreement shall then automatically renew for one year terms unless either party gives Notice of Termination at least fifteen (15) days prior to the end of the then applicable term.
2. This grant of license is exclusive to the Sawmills Community Optimist Club, Inc. and may not be assigned. This license grants to the Optimist Club the rights for non-exclusive use of the baseball fields and Concession Stand at times and according to schedule at mutually agreed upon times. The specific times of use, description of program, and any scheduling changes of programs must be submitted by the Optimist Club to the Town Administrator and approved prior to actual use.
3. The Licensee shall not use or permit said Premises or any part thereof to be used for any purpose or purposes other than the running of Optimist sponsored recreation programs and operation of a concession stand.
4. The Licensee agrees to abide by all terms and conditions set forth in the Town of Sawmills Code of Ordinances and to the particular Recreational Park Rules that applies to parks, recreation, and public property generally.
5. The Licensee shall indemnify and save harmless the Town and its officers, agents, and employees from and against all claims, demands, actions, suits and proceedings by others arising out of the exercise of this License Agreement, including, but not limited to, any liability for damages by reason of failure of the Licensee to secure releases from any individual taking part in the operation of the Concession Stand and/or recreational programs as well as guests and invitees

attending said events, including but not limited to any and all other loss, costs or expense, including reasonable attorney's fees from any products sold at said Concession Stand or any other use or operation of said park and/or Concession Stand.

6. Concurrently with the signing of this license, the Licensee shall file with the Town Clerk and all times thereunder, maintain in full force and effect for the terms of such license or any renewal thereof, a good and sufficient liability insurance policy providing coverage for personal injuries to each person; coverage for all personal injuries in each accident and coverage for all property damage in each accident at such amounts as have been agreed to by the Town. The policy shall name the Town, Council Members and employees as additional insureds. The Licensee does indemnify and hold harmless the Town, its council members and all staff from any and all costs, court costs and costs of defense for any action, including reasonable attorneys fees, from any cause of action, claim or demand for personal injury, death or property damage arising out of the use of the Town property.
7. The Licensee agrees that any and all individuals who will be operating said park and/or Concession Stand will wear appropriate identification designating themselves as a member of the Sawmills Community Optimist Club at all times and that a list of those so authorized and any changes thereto will be provided to the Town Administrator.

MAINTENANCE AND ACCOUNTING FOR FUNDS

1. The Licensee has inspected said park facilities including Concession Stand and accepts the same in its existing condition and agrees to maintain said Concession Stand and ballfields and return the Premises to the Town at the end of the use in the same condition as it is now less reasonable wear and tear.
2. The Licensee agrees that any and all improvements, fixtures attached and repairs done to said Premises at the end of the license term shall become the sole and absolute property of the Town of Sawmills.
3. The Licensee agrees not to operate the park and Concession Stand in such a manner as to create a public nuisance or constitute a danger to the public health, safety or welfare of others and agrees to keep and maintain said Concession Stand and park facilities in conformance with all applicable local, state and federal codes and ordinances.
4. The Licensee agrees to keep clean the ballfields and maintain the Concession Stand and appurtenances and every part thereof in good and sanitary order and repair.

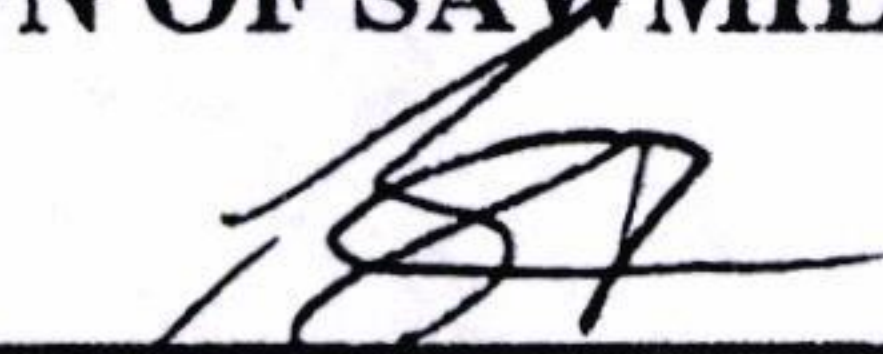
5. The Town will pay the normal utility costs for the Parks. In the event that the lights are left on all night at any field, the Club agrees to reimburse the Town for these utility costs.
6. The Sawmills Community Optimist Club agrees that all funds and monies generated from operation of said Concession Stand will be used and applied to support youth and recreational programs conducted in the Town of Sawmills. No less than annually an accounting of the funds of the Club will be provided to the Town Council as well as such other financial information as may be requested by the Town Auditors.
7. During the time that the Sawmills Community Optimist Club has scheduled activities taking place at the park no other vendor will be allowed by the Optimist Club on the Premises unless mutually agreed to by the Club and Town Council.

RIGHT TO CANCEL

The Town reserves the right to cancel this Agreement upon thirty (30) days written notice at any time. In such event, the parties agree to cooperate and work together so in such event any previously scheduled activities will be allowed to take place with as little disruption as possible as to events already committed to by the Optimist Club.

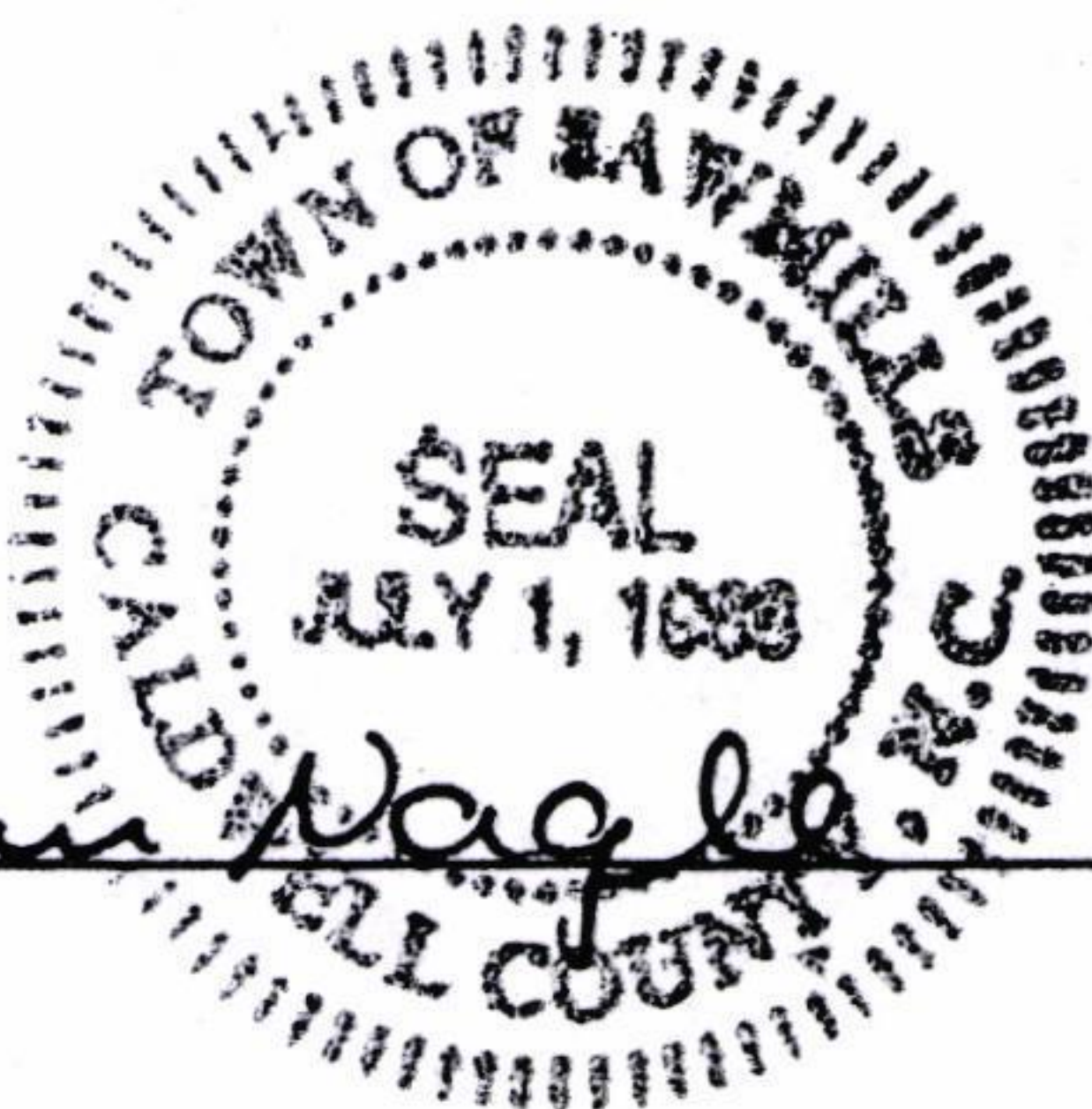
IN WITNESS WHEREOF, the parties have hereto caused this instrument to be duly executed the day and year first above written.

TOWN OF SAWMILLS

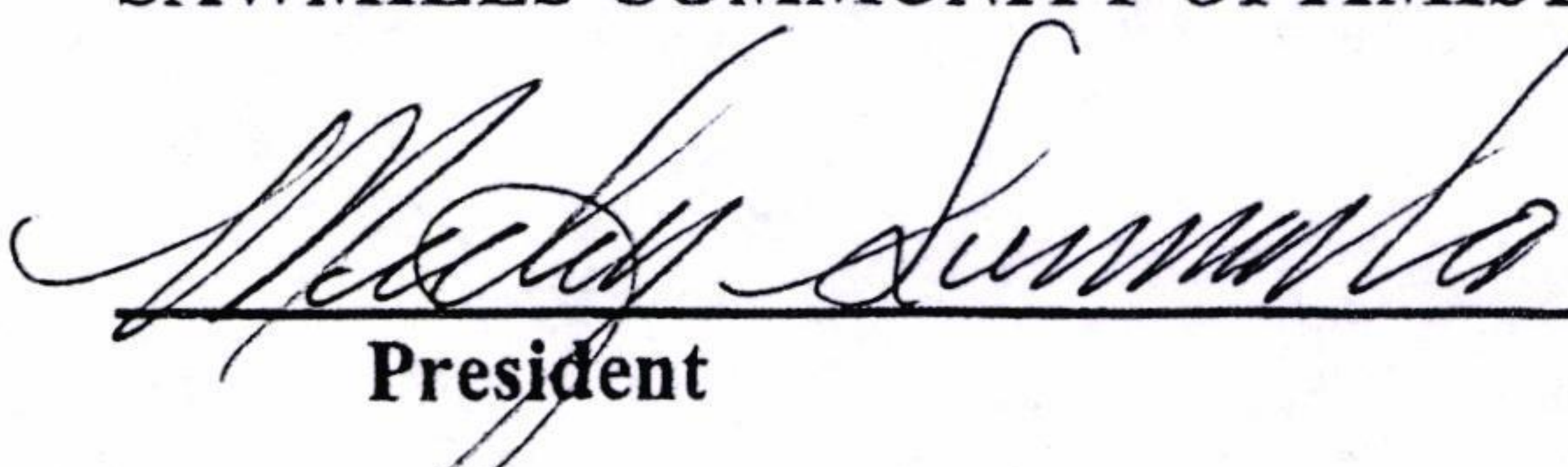
By:  (Seal)
Mayor

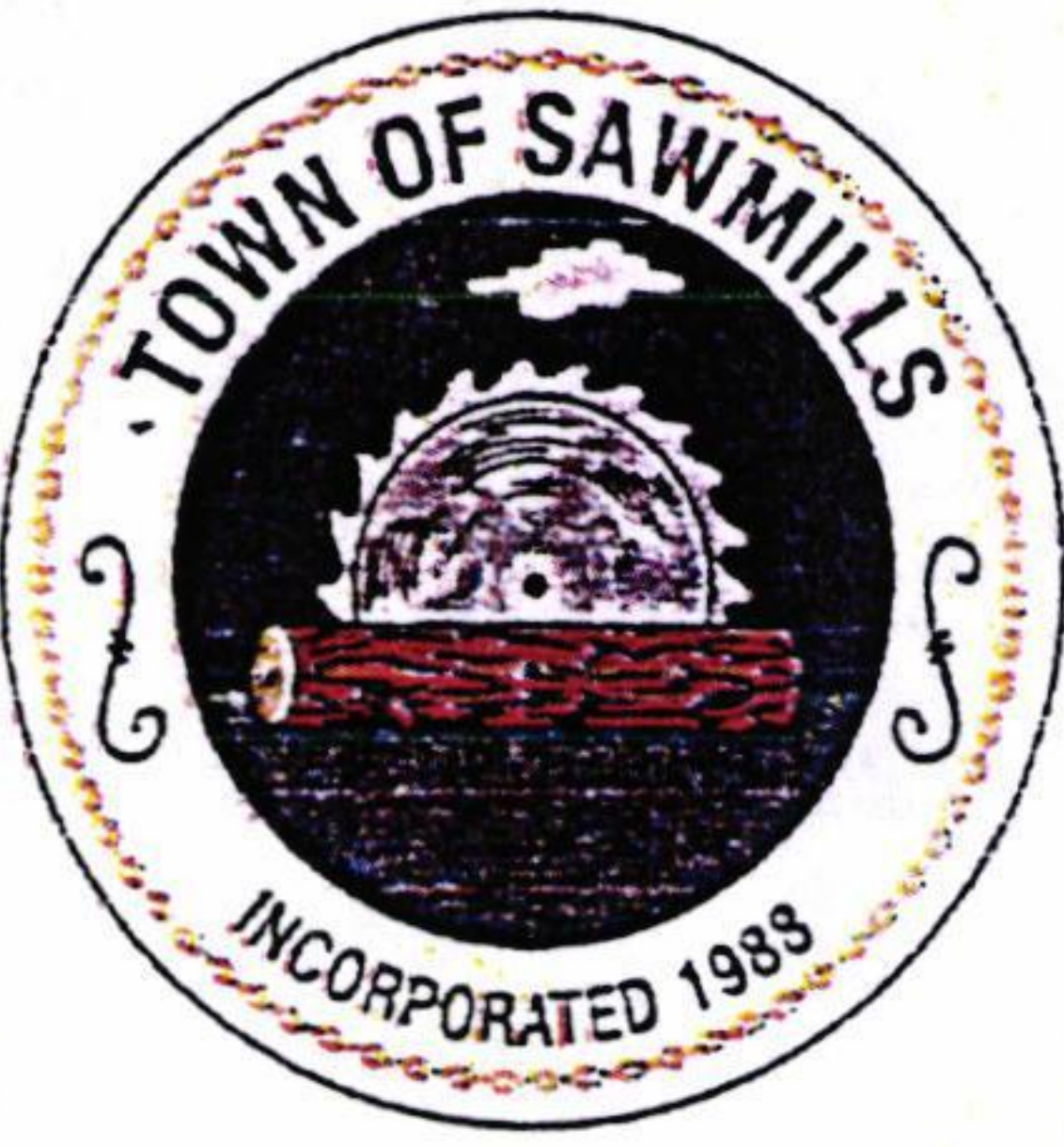
ATTEST:


Clerk



SAWMILLS COMMUNITY OPTIMIST CLUB

By:  (Seal)
President



Sawmills Yard-of-the-Month Program

The goal for the Yard of the Month program is to award and recognize the efforts of Sawmills residents who take pride in their home and landscape and inspire others to do the same.

AWARD RULES:

1. The Committee will select two homes each month, one from the 28630 and 28638 zip codes in Sawmills.
2. The Committee will judge only the portion of the yard viewed from the street.
3. The Yard of the Month program will start in April and end in October.
4. The Committee will place a Yard of the Month sign in each winning yard for a month.
5. Each resident may nominate any yard and landscape within the town including their own.
6. Each yard may only win the Yard of the Month award once in a calendar year.

TO ENTER:

Please contact Julie Good by phone, mail, or e-mail at the Sawmills Town Hall with any questions, concerns, comments, or nominations you may have for the Town of Sawmills Beautification Committee.

Mail to the:

Town of Sawmills
Yard of the Month program
4076 US Highway 321-A
Sawmills, NC 28630

Phone: (828) 396-7903

E-mail: jgood@townofsawmills.com

Winning Yard of the Month:

The judges will use the following criteria when choosing a Yard of the Month. These are only guidelines and the committee will make a final decision based on the evidence that shows the homeowner's pride in his or her yard.

- Yard is well-groomed
- Yard is attractive; pleasing to the eye (e.g. green lawn; a variety of plants such as trees, shrubs, ground cover, flowers, wildflowers; plants with a variety of heights, textures, and colors; landscape features such as fountains, large rocks in beds, etc.)
- Buildings, fences, porches, and patios on the property are in good repair (i.e. minimal distraction from the landscape due to deterioration, damage or construction)
- Extra consideration may be given to properties that have invested extra effort through the use of attractive art pieces (e.g. pottery, ironwork), potted plants, birdhouses, patio or lawn furniture, windsocks, decorative mailboxes, etc
- Yard is free of litter, junk and debris (no appliances or indoor furniture on porches or patios)
- Yard is free of inoperable or junked motor vehicles
- House numbers are displayed attractively
- Does a passerby sense that the homeowner has pride in his or her landscape and property

Winners will receive:

A specially designed "Yard of the Month" sign placed in the winning front yard for one month, a certificate of recognition to the homeowner signed by the Mayor and given at a Council meeting, in addition to a picture of the winning yard on the Town of Sawmills website at www.townofsawmills.com

SERVICES AGREEMENT

**STATE OF NORTH CAROLINA
COUNTY OF CALDWELL**

THIS AGREEMENT, entered into this 12th day of April, 2011, by and between the TOWN OF SAWMILLS, a municipal corporation of the State of North Carolina, (hereinafter "Town") and Jeff Walker, (hereinafter "Contractor");

WITNESSETH:

That whereas, Town wishes to purchase from Contractor certain services as described hereinafter and Contractor wishes to provide such services to Town.

Now, therefore, in consideration of the premises contained herein, the parties agree as follows:

SECTION ONE DESCRIPTION OF SERVICES

Contractor agrees to provide certain services of the quality, frequency and quantity, indicated on the attached document designated as **Attachment "A"** which document is incorporated as a part of this agreement.

SECTION TWO SERVICE PRICE

The unit price for providing these services pursuant to this agreement is as shown on Attachment "A". Provided, however, it is the agreement of the parties that this represents an approximate price based upon the estimated amount of work to be performed annually. The actual amount of work performed may vary from that which is indicated on Attachment "A". However, the price per item as indicated on Attachment "A" shall remain fixed throughout the term of this contract.

SECTION THREE LOCATION

Contractor shall provide the described services at the location(s) as shown in Attachment "A".

SECTION FOUR TERM OF AGREEMENT

The term of this Agreement shall commence effective **April 18, 2011**, at 12:01 A.M. and shall extend for a period to terminate on **May 18, 2011**, at 12:00 midnight.

SECTION FIVE BID DOCUMENTS

All bid documents, if any, including, but not limited to bid instructions, general provisions, specifications, drawings and bid proposals, shall constitute a part of this agreement.

SECTION SIX
FAILURE TO PERFORM

In the event the Town Administrator, in his sole discretion, determines the Contractor has failed to perform the services required by the attached document designated as Attachment "A", the Town shall notify Contractor of such failure and this Agreement shall terminate seven (7) days from date of written notification mailed to Contractor's place of business, at the address identified hereinafter.

SECTION SEVEN
MISCELLANEOUS

- (a) This agreement with Exhibits and bid documents contains the entire agreement between the parties with respect to the transactions contemplated herein and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged herein. No change, amendment, qualifications or cancellation hereof shall be effective unless in writing and executed on behalf of the parties hereto by their duly authorized officers.
- (b) This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that neither of the parties hereto shall have the right to assign its rights or obligations under this agreement without the prior written consent of the other party.
- (c) This agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and same instrument.
- (d) This contract shall be governed in accordance with the laws of the State of North Carolina.
- (e) Each invoice to the Town must include an attachment itemizing sales/use tax paid by the Contractor.
- (f) Each Contractor that is not incorporated must submit a Form W-9 to the Town.

SECTION EIGHT
RELEASE AND INDEMNIFICATION

The Contractor shall at all times during the term of the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance applicable to Contractor. All insurance shall be by insurers licensed in the State of North Carolina and for policy limits acceptable to the Town and before commencement of work hereunder, the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

The Contractor shall indemnify, hold harmless, exempt and release the Town, its officers, agents and employees from any and all law suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees incident to any work done in the performance of the contract arising out of a willful or negligent act or omission of the Contractor, its officer's agents and employees.

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the Town, State of North Carolina or Caldwell County.

The Contractor holds that no time during the term of this contract will he consider himself to be an employee of the Town. Contractor hereby waives any claim under the Town's Worker's Compensation Insurance.

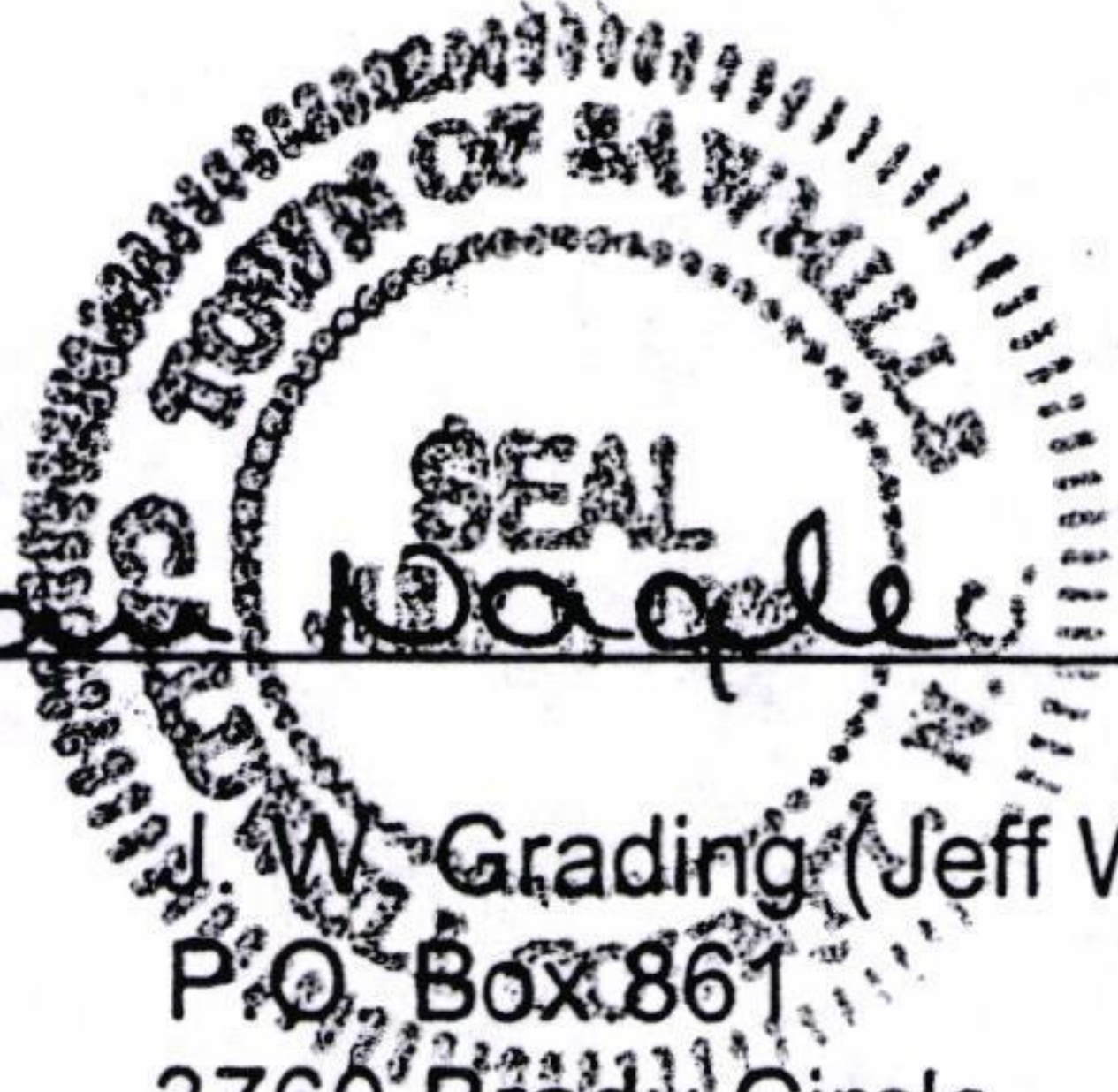
SECTION NINE
PROTECTION TO THE CONTRACTOR

The Contractor shall not be liable by any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Town, its officers, agents and employees.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in duplicate on the respective dates indicated below:

ATTEST:

Susan Dagle



J.W. Grading (Jeff Walker)
P.O. Box 861
3760 Brady Circle
Granite Falls, NC 28630
828-302-9293
(Contractor)

By: Jeff Walker

TOWN OF SAWMILLS (Town)

By: Seth Eckard
SETH ECKARD
TOWN ADMINISTRATOR

This Instrument has been preaudited
In a manner required by the local
Gov't. budget and fiscal control act.

Karen Clontz
Finance Officer

Karen Clontz

Approved as to Form and
Legal Sufficiency

Tim McLaughlin
Town Attorney

**TOWN OF SAWMILLS
CLEARANCE BID FORM**

CASE #PN11-05

DATE: April 12, 2011

LOCATION OF PROPERTY:

4385 Chantilly Drive (PIN 2766-83-4465)
Sawmills, NC

☒ See attached Map

Certain clearance activities are to take place upon the lot described above. These include those spaces, which are marked with an X.

☒ Clearance of Building, Debris and Lot

☐ Clearance of Lot Only

☒ Clearance of All Buildings-**Including the out-building behind the fire damaged house**

☐ Clearance of Only the Following Building:

☐ Clearance of Entire Lot

☐ Clearance of the Following Portion of Lot:

☒ Additional Specific Directions: See definitions and contractor responsibility section below.

DEFINITIONS:

Building Clearance – The complete removal of all building materials from the lot including foundation slabs, blocks and bricks.

Lot Clearance – The removal of all underbrush, trash, junk, trees less than 6" in diameter down to the bare ground.

RESPONSIBILITIES OF CONTRACTOR INCLUDE:

- 1) Coordinate with utility companies for the disconnection of all utilities and power and phone lines.
- 2) Obtain any permits required from the County Building Inspection Office and the County Health Department.
- 3) The lawful disposal of all building materials, trash and brush removed from lot.
- 4) Grading and smoothing disturbed areas (to accommodate a push mower), sowing grass and covering sown areas with sufficient straw to completely cover ground.

Bidder Information:

Name Jeff Walker

Address P.O. Box 861 Granite Falls N.C

Date 4-12-11

Phone 828-302-9293

Case #PN11-05

My bid for the above work is \$ 3,300.

Date: 4-12-11

Signature: Jeff Walker

Town of Sawmills
4076 US Highway 321-A
Sawmills, NC 28630
Attn: Tony W. Cline
Tel: 828-396-7903
Cell Number 704-305-4372

Location of Property: 4385 Chantilly Drive
Sawmills, NC

bidform

BUDGET AMENDMENT
TOWN OF SAWMILLS
GENERAL FUND

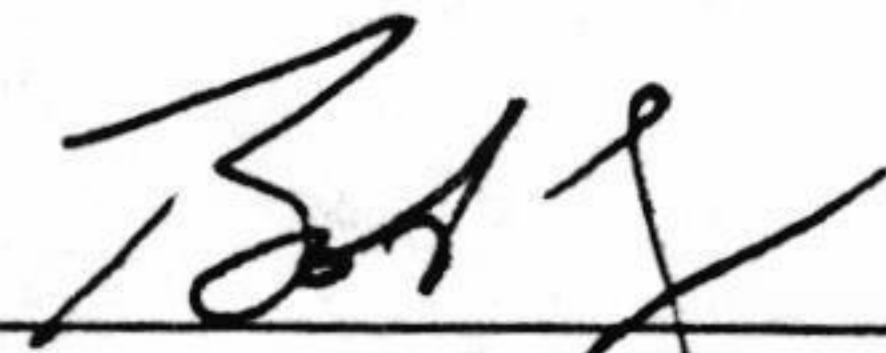
The Town Council of the Town of Sawmills at a meeting on the 19th day of April, 2011 passed the following amendment.

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

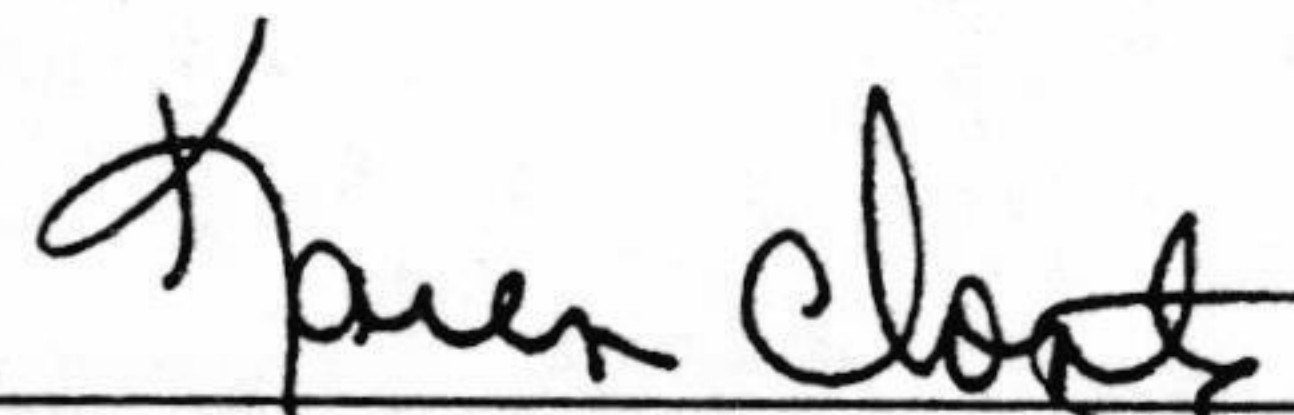
	Account Number	Description	Decrease Budget Amount by:	Increase Budget Amount to:
<u>Community Development</u>	1-45-4135	Contractors		4,000.00
<u>Public Works</u>	1-40-4133	Utilities	4,000.00	

Explanation: To pay for expense to clean up Chantilly Lane.

Passed by majority vote of the Town Council of the Town of Sawmills on the 19th day of April, 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

ACC#	NAME	WATER	SEWER	SANIT	LATE CH	DATE	AMT OWED
5155	ANGEL BELL	\$4.00		\$4.00		11/30/2007	\$8.00
5021	VICKIE BENNETT	\$10.00		\$8.00	\$2.40	12/15/2007	\$20.40
5866	RICKY BELVINS	\$15.90	\$6.91	\$7.19	\$1.40	12/31/2007	\$31.40
5236	ANTHONY BONELLI	\$15.90	\$6.91	\$7.19	\$5.40	8/31/2007	\$35.40
5413	IDELLA BROWN	\$2.64	\$2.40	\$2.96		11/30/2007	\$8.00
5393	DORETA CALLOWAY	\$22.00		\$8.00	\$4.80	8/31/2007	\$34.80
5915	KANDISE CALLOWAY	\$20.80		\$5.20	\$2.40	9/30/2007	\$28.40
5803	DORIS COFFEY	\$26.22		\$19.78	\$5.60	8/31/2007	\$51.60
5656	JARED COLE	\$26.00		\$12.00	\$2.40	9/15/2007	\$40.40
5932	SHELIA COLLINS	\$30.00		\$12.00	\$3.60	11/30/2007	\$45.60
5773	KAREN CRUMP	\$6.06	\$5.50	\$2.44	\$3.80	10/31/2007	\$17.80
1458	TAMMY ELDRETH	\$15.00	\$11.00	\$4.00		7/31/2007	\$30.00
425	JEAN FRY	\$22.10		\$12.00	\$2.40	9/30/2007	\$36.50
5811	SHAWN GAGNON	\$1.80				7/31/2007	\$1.80
5467	SCOTTIE GODFREY	\$44.54		\$1.86	\$3.20	11/30/2007	\$49.60
5364	DOROTHY GREENE	\$26.00		\$4.00	\$4.40	11/30/2007	\$34.40
1408	CRYSTAL HARTLEY	\$49.00	\$45.00	\$8.00		8/31/2007	\$102.00
5810	JOSE HERNANDEZ	\$20.00		\$6.00	\$2.00	7/31/2007	\$28.00
5740	CHESTON HODGE	\$34.00		\$8.00	\$4.00	11/30/2007	\$46.00
5890	SHERRI HORTON	\$8.00		\$2.00	\$2.40	10/31/2007	\$12.40
5839	AMY MESSENGER	\$4.00	\$77.72	\$4.00		10/31/2007	\$85.72
5548	JAMES MATHESON	\$4.00				11/30/2007	\$4.00
5914	MELISSA MORLANG	\$46.00		\$4.00		9/30/2007	\$50.00
5733	LINDA MORRISON	\$50.00	\$42.00	\$8.00	\$5.40	7/15/2007	\$105.40
5560	KERI MURPHY	\$50.00	\$46.00	\$8.00	\$10.20	8/31/2007	\$114.20
5624	KRISTI MCCALL	\$6.00		\$4.00	\$2.80	11/30/2007	\$12.80
5792	KATHY RICHARDS	\$1.14				6/7/2007	\$1.14
3914	TYLAR SHIVES	\$60.00	\$46.00	\$8.00		9/30/2007	\$114.00
5425	TONIA SNYDER	\$1.40				8/31/2007	\$1.40
5796	GARY STARNES, JR	\$5.20				10/31/2007	\$5.20
5678	MICHAEL WALKER	\$0.42				8/31/2007	\$0.42
5916	RHONDA WEAVER	\$3.60				9/30/2007	\$3.60
5898	DIRON WINKLER	\$5.40				10/31/2007	\$5.40
		\$637.12	\$289.44	\$170.62	\$68.60		\$1,165.78

	JAN, FEB, MARCH 2008						
ACC#	NAME	WATER	SEWER	SANIT	LATE FEE	DATE	AMT OWED
3068	HILDA AMAYA	\$28.05	\$16.83	\$5.61	\$5.61	1/2/2008	\$56.10
3009	JEREMY BRYANT	\$31.35	\$18.81	\$6.27	\$6.27	1/7/2008	\$62.70
1795	WILLIE CLONINGER	\$65.20		\$4.00	\$6.92	3/4/2008	\$76.12
5981	CHRISTY COLEMAN	\$11.77	\$7.06	\$2.35	\$2.35	1/25/2008	\$23.53
427	MARY MOORE	\$21.20		\$4.00	\$2.52	3/4/2008	\$27.72
5906	RANDALL MORRISON	\$30.80	\$18.48	\$6.16	\$6.16	1/30/2008	\$61.60
1442	CARL PARLIER	\$18.15	\$10.89	\$3.63	\$3.63	2/5/2008	\$36.30
4069	JOHNATHAN PATTERSON	\$3.96		\$0.44		3/17/2008	\$4.40
5580	BRENDA STEWART	\$27.83	\$22.26	\$5.56	\$5.56	3/4/2008	\$61.21
1816	CHARLIE TRIPLETT	\$108.42		\$13.55	\$13.55	1/28/2008	\$135.52
5904	TRACY TRIPLETT	\$58.08		\$7.26	\$7.26	3/4/2008	\$72.60
2609	JIMMY WALKER	\$8.30	\$6.64	\$1.66		3/17/2008	\$16.60
		\$413.11	\$100.97	\$60.49	\$59.83		\$634.40

RESOLUTION AUTHORIZING RENTAL OF SAFE DEPOSIT BOX

At a meeting of the Board of Directors of THE TOWN OF
SAWMILLS, a corporation organized under
the laws of NORTH CAROLINA, duly called and held on the 19TH
day of APRIL, 2011, at which a quorum was present,
it was on motion:

RESOLVED, that a safe deposit box in the name of this
Corporation be rented from First-Citizens Bank and Trust
Company, GRANITE FALLS, North Carolina, it being
understood that access to this box shall be granted to the
following persons:

<u>[Signature]</u> Name	<u>MAYOR</u> Title
<u>Gerlene Bleum</u> Name	<u>MAYOR PRO-TEM</u> Title
<u>[Signature]</u> Name	<u>TOWN ADMINISTRATOR</u> Title
<u>Karen Clout</u> Name	<u>FINANCE OFFICER</u> Title

I, SUSAN NAGLE, TOWN CLERK
Secretary of the above
Corporation, do certify that the above is a true copy from the minutes of
said meeting of the Board of Directors, and a true copy of the whole of
said Resolution, that said Resolution has not been modified or rescinded
and is still in full force and effect.

23-800509

I do further certify that the following are the signatures and titles of the
persons authorized and empowered to act on behalf of this Corporation,
pursuant to the foregoing Resolution; and this Resolution does not conflict
with the existing corporate Charter or By-Laws:

<u>[Signature]</u> Signature	<u>MAYOR</u> Title
<u>Gerlene Bleum</u> Signature	<u>MAYOR PRO-TEM</u> Title
<u>[Signature]</u> Signature	<u>TOWN ADMINISTRATOR</u> Title
<u>Karen Clout</u> Signature	<u>FINANCE OFFICER</u> Title

I do further certify that the said Corporation is duly organized and ex-
isting, and has the power to take the action called for by the aforesaid
Resolution.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the
seal of the said Corporation, this 19TH day of APRIL,

2011.

(Corporate Seal)

Susan Nagle
Secretary
TOWN CLERK

TOWN OF SAWMILLS
FREEDOM LANE RESURFACING AND MILL RACE DRIVE PAVEMENT REPAIRS PROJECT
CALDWELL COUNTY, NORTH CAROLINA
Bid Tabulation

Item	Quantity	Unit	Midstate Contractors, Inc. Hickory	J.T. Russell & Sons, Inc. Conover, NC	Evans Construction Connelly Springs, NC	Bell Construction Company Statesville, NC
I. Freedom Lane*						
1. 6" Binder	26	TN	\$110.00	\$126.00	\$112.89	\$150.00
2. 1 1/2" S 9.5 B Asphalt Resurfacing (1037" X 16')	185	TN	\$78.77	\$74.00	\$95.14	\$95.00
3. "T" Shaped Turn Around Complete**	1	LS	\$5,184.50	\$7,750.00	\$6,975.00	\$7,630.00
4. Storm Drainage Structure Replacement	1	LS	\$1,350.00	\$1,925.00	\$2,325.00	\$3,232.00
II. Mill Race Drive*						
1. 6" Binder (11 Areas)	120	TN	\$105.00	\$109.00	\$135.84	\$150.00
2. 1 1/2" S 9.5 B Asphalt	250	TN	\$75.55	\$75.40	\$95.11	\$95.00
TOITAL OF BID			\$55,454.45	\$58,571.00	\$69,914.34	\$74,087.00

NOTE: The Work for this project shall be performed in consecutive weather permitted working days once the Bidder has mobilized to the site and started any portion of the Work.

*NOTE: All costs for raising valve box lids, sewer manhole covers and any other utility located within the roadway or shoulder shall be included with the unit price for resurfacing. This unit cost shall also include backfilling the edge of pavement, any required seeding as a result of this project, and tying in all gravel, concrete or asphalt driveways. No separate payment will be made for these items.

**NOTE: All costs for grading, drainage pipes, seeding, erosion control matting, stone base, tree removal, survey staking and any ditch work to provide positive drainage shall be included in the lump sum (LS) price. The asphalt paving will be paid for by the ton under item 1.2.

I, Todd J. Poteet, P.E., do hereby certify that this is a true and correct copy of the canvass of bids received on Thursday, March 29, 2011 at 2:00 PM for the Town of Sawmills Freedom Lane Resurfacing and Mill Race Drive Pavement Repairs Project.


 Todd J. Poteet, PE



Town of Sawmills
Public Works Service Truck
Bid Opening List
Tuesday, April 12, 2011
2:00 pm

Name/Address	Phone/Fax/Email	Amount Bid
First Place Ford 515 Wilkesboro Blvd Lenoir NC 28645		
		84,914.00
Armstrong Ford Hickory NC		
		80,922.00
Steve White Automotive Hickory NC		
		84,291.00
Anchor Richey		

§ 10.99 PENALTY.

(A) Any ordinance contained herein may also be enforced by other remedies, as authorized in G. S. 160A-175, including the imposition of a Civil Penalty in the amount not in excess of \$500.00 (to be recoverable by the Town in the nature of a debt if the offender does not pay the penalty within the period specified after he has been cited for a violation of any ordinance contained herein), the ordering of specific equitable relief, injunctions, orders of abatement or a combination of remedies. Any Ordinance herein may be enforced by any one, all, or a combination of the remedies authorized and prescribed by this section.

(B) Any provision of this Code or any other Town ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such case, the general court of justice shall have jurisdiction to issue such orders as may be appropriate, and it shall not be a defense to the application of the Town for equitable relief that there is an adequate remedy at law.

(C) Any provision of this Code or any other Town ordinance that makes unlawful a condition existing upon or use made of real property may be enforced by injunction and order of abatement, and the general court of justice shall have jurisdiction to issue such orders. When a violation of such a provision occurs, the Town may apply to the appropriate division of the general court of justice for a mandatory or prohibitory injunction and order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the rules of civil procedure in general and rule 65 in particular.

(D) In addition to an injunction, the Court may enter an order of abatement as a part of the judgment in the case. An order of abatement may direct that buildings or other structures on the property be closed, demolished or removed; that fixtures, furniture or other movable property be removed from buildings on the property, that grass and weeds be cut; that improvements or repairs be made; whether any other action be taken that is necessary to bring the property into compliance with this code or such ordinance. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the Court, he may be cited for contempt, and the Town may execute the order of abatement. The Town shall have a lien on the property for the cost of executing an order of abatement in the nature of a mechanics and materialman's lien. The defendant may secure cancellation of an order of abatement by paying all cost of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the Clerk of Superior Court in an amount approved by the Judge before whom the matter is heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within a time fixed by the Judge. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

(E) Each day's continuing violation shall be a separate and distinct offense. Citation shall be in writing.

(F) Violation of any provision of this code unless otherwise specifically set forth in the applicable ordinance shall subject the offender to a civil penalty in the amount not in excess of \$500.00, to be recovered by the town in a civil action in the nature of debt if the offender does not pay the penalty within a period of 15 days after the Notice of Citation has been issued for violation of this ordinance. Citation shall be in writing, signed by the appropriate town official charged with the enforcement of the particular ordinance which has been violated, and shall be delivered or mailed to the offender either at his residence or at his place of business, or at the place where the violation occurred or at any other place where such individual regularly receives mail. Each day's continuing violation shall be a separate and distinct offense. Any action to recover such civil penalty may be joined in an action for appropriate equitable remedy, including injunctions and orders of abatement and including an action to recover damages owing to the town by reason of expenses incurred by the town of abating, correcting, limiting and otherwise dealing with the harmful effects of the offending action.

(G) Fines and civil penalties. Unless otherwise specifically provided in this Code and authorized by state law, no violation of the Sawmills Town Code may be punished by a fine or civil penalty in excess of \$500.00. Unless otherwise specifically provided in this Code, or the Sawmills Fee Schedule, fines or civil penalties shall be established for all offenses as follows:

- (1) The penalty for the first violation of any code provision within a period of 12 consecutive months preceding the date of violation shall be punished by a fine or civil penalty of \$50.00.
- (2) The penalty for the second through fourth violation of any code provision within a period of 12 consecutive months preceding the date of violation shall be punished by a fine or civil penalty of \$100.00.
- (3) The penalty for the fifth through tenth violation of any code provision within a period of 12 consecutive months preceding the date of violation shall be punished by a fine or civil penalty of \$250.00.
- (4) The penalty for the violation of any code provision beyond the tenth violation within a period of 12 consecutive months preceding the date of violation shall be punished by a fine or civil penalty of \$500.00.
- (5) If any person shall violate an ordinance of the Town regulating the operation or parking of vehicles, such person shall be responsible for an infraction and shall be required to pay a civil penalty of not more than \$50.00.

March 2, 2011



Ms. Susan Nagal
Town Clerk
Town of Sawmills
4076 U.S. Hwy 321-A
Sawmills, NC 28630

Dear Susan:

Thank you for considering the North Carolina League of Municipalities for your codification project. Enclosed is our proposal to recodify Sawmills's code of ordinances. You may wish to note that the League payment program enables you to budget the cost of the project over two years.

The goal of the League Code Program is to provide you with the highest quality code of ordinances at a reasonable price that fits within your budget. The League selected American Legal Publishing Corporation to help meet this goal. Under the supervision of the League's Legal Staff, American Legal works directly with you to develop the code of ordinances. The League program allows you to draw upon the resources of both the North Carolina League of Municipalities and of American Legal Publishing.

We offer a total solution for municipal document management that includes ordinances, meeting minutes, attorney opinions and other information. In addition to producing high quality print products, we are the industry leader in municipal document computerization. American Legal is a Folio Business publisher using Folio version 4; we also offer training and free technical support.

In future years, new ordinances can be easily added to your code with American Legal's supplement services. This service will be completed in 45 days which is by far the fastest in the industry. And, when you need a model ordinance, simply call us. We welcome the opportunity to help manage Sawmills's municipal documents. Should you have any questions about the proposal, please call me.

Best regards,

Richard C. Frommeyer,
Codification Consultant

1-800-445-5588 North Carolina League of Municipalities Code Program 1-513-763-3562 (FAX)

North Carolina League of Municipalities
P.O. Box 3069
Raleigh, North Carolina 27602

Town of Sawmills
4076 U.S. Hwy 321-A
Sawmills, NC 28630

CODIFICATION AGREEMENT

March 2, 2011

WHEREAS, Town of Sawmills, a municipal corporation in the State of North Carolina (hereinafter referred to as "Municipality"), has need of codification or recodification of its existing charter and ordinances, as well as other optional related services; and

WHEREAS, The North Carolina League of Municipalities, (hereinafter referred to as "LEAGUE"), desires to perform such services for Municipality, in cooperation with its code contractor, American Legal Publishing Corporation of Cincinnati, Ohio (hereinafter referred to as "AMERICAN LEGAL");

NOW THEREFORE, in consideration of the mutual benefits to be derived from entering into and performing this Agreement and the mutual promises and covenants contained herein, the parties agree as follows:

I. THE LEAGUE (THROUGH AMERICAN LEGAL) SHALL:

- (1) Examine the Municipality's Charter, and prior code of ordinances (if any), and all ordinances provided by the Municipality, select the materials to be recodified, and provide the Municipality with a listing of materials to be included as well as a questionnaire regarding pertinent details of the Municipality's ordinances.
- (2) Classify all ordinances which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (3) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage.
- (4) Revise and update the ordinances, placing into their proper location all amendments to original ordinances, and deleting from such ordinances provisions that have been repealed expressly or by implication. In addition, new ordinances will be included on subjects which, in the League's opinion, should be covered in the code. This work shall be in consultation with the Municipality.
- (5) Prepare title, chapter, and section headings.
- (6) Prepare a legislative history of each section, citing the ordinance number and date of passage of the current ordinance, as indicated on copies of ordinances supplied to the LEAGUE.
- (7) Prepare a complete and comprehensive index to the Code.
- (8) Prepare a table of contents and sectional analysis for each chapter.
- (9) Prepare statutory cross-references to sections of the state statutes and references to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
- (10) Prepare Tables of Special Ordinances listing chronologically in groups those ordinances in certain subject areas that the Municipality and the League mutually agree to be pertinent.

- (11) Prepare Parallel Reference Tables showing:
 - (a) The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
 - (b) A listing of code sections based on state statutes (Statute to Code).
 - (c) A listing of prior code sections incorporated into the new code (Old Code to New Code).
- (12) Deliver to the Municipality, within 180 days from receipt of the materials deemed necessary by the League to begin the codification 5 copies of a manuscript of the Code for the Municipality's examination.
- (13) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with IV(1) of this Agreement. When the draft, and any changes thereto made by the Municipality, is returned to AMERICAN LEGAL, such return of the draft shall be deemed final authorization by Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of AMERICAN LEGAL, then the Municipality shall be advised what the additional cost, if any, for such conference will be.
- (14) Deliver to the Municipality, within 90 days of receipt of the corrected manuscript, a suggested adopting ordinance plus 12 printed copies of the Code meeting the following specifications:
 - (a) Type to be as shown in the attached Exhibit A or B, at the option of the Municipality.
 - (b) Margins to be justified.
 - (c) Page size to be 8 1/2" x 11".
 - (d) Printed on high quality paper.
 - (e) All copies to be in hard cloth-covered, 3-ring loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.
- (15) If requested by the Municipality, undertake a subscription service to the Municipality's code for the purpose of providing copies of the code and subsequent supplements to interested subscribers (minimum: 15 current subscribers). The terms and procedures of the subscription service will be mutually agreed upon by AMERICAN LEGAL and the Municipality.

II. THE MUNICIPALITY SHALL:

- (1) Designate one official as the contact person with AMERICAN LEGAL and shall use its best efforts to cooperate with the LEAGUE and AMERICAN LEGAL to ensure timely completion of its responsibilities under this agreement.

- (2) Make available two copies of all material necessary to complete the recodification process to be sent directly to AMERICAN LEGAL. If necessary, the LEAGUE will photocopy incidental legislation at no additional expense.
- (3) (a) Return to AMERICAN LEGAL one corrected copy of the manuscript of the Code including deletions or additions thereto within 90 days after receipt of manuscript.
- (b) Extension of Time Charge. In the event that the municipal officials should require more than 90 days to review and revise the manuscript, the Municipality agrees to make the final payment to the League at that time in accordance with this contract. If more than a total of 120 days are required for the Municipality's review, the LEAGUE and AMERICAN LEGAL reserve the right to delay the final delivery of the codes and to add additional reasonable charges not to exceed 10% of the adjusted base price.
- (4) (a) Pay to the League as a base price, the sum of \$12,100.00 for its services set out in Section I, payable as follows:

\$500.00 due upon execution of this agreement;

~~Sixty~~ ^{FIFTY} percent (~~60~~⁵⁰%) within 30 days after submission of invoice and after July 1, 2011;

The balance within 30 days after delivery of the printed code books and invoice.

- (b) The base price in paragraph 4(a) above is based upon a code of the following number of pages according to the format option of the Municipality. Should the final code number more pages than this estimate, the base price will increase accordingly at the time of final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8 ½ X 11 Single column page	535	\$19.50 per page
8 ½ x 11 Double column page	475	\$22.50 per page

There shall, however, be no decrease or increase in the base price for any pages that cause the estimated number of pages above to vary by 5% or less.

- (5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1½% of the unpaid balance per month, or part thereof.
- (6) Advise AMERICAN LEGAL prior to the start of the ordinance review of any substantive ordinances that may be in the process of revision so that AMERICAN LEGAL will not perform editorial review of ordinances that are soon to be amended or repealed. In such cases, AMERICAN LEGAL shall reserve those code sections and include the new ordinance during the codification process or in a future supplement, depending on when the material is received. Once editorial work has been completed by AMERICAN LEGAL on any ordinance containing more than five code pages and a replacement ordinance is passed, the Municipality shall pay the additional sums at the supplemental service rates outlined in Paragraph IV below.

III. DISTRIBUTION.

AMERICAN LEGAL shall ship by common carrier, the number of codes or supplements ordered and the Municipality may direct that different portions of the shipment be made at various locations within the municipality. The cost will be direct shipping cost and an additional handling fee.

IV. SUPPLEMENTAL SERVICES.

(1) Supplemental Service Plan: After delivery of the Code:

(a) AMERICAN LEGAL shall:

1. Examine the ordinances as submitted by the Municipality.
2. Incorporate those materials to be included in the Code according to the subject matter in the existing code, or where there is no existing legislation on the subject, at a logical location in the Code.
3. Make necessary changes in wording of the materials to bring about uniformity of style and to correct typographical errors.
4. Prepare a legislative history of each affected section citing the ordinance or resolution number and date of passage of the ordinance or resolution.
5. Revise or make additional entries to chapter summaries, tables of special ordinances, cross-reference tables, and general index as necessary to reflect the incorporation of additional, changed or deleted material.
6. Advise the Municipality of changes in state statutes that materially affect provisions of the Code of ordinances based upon such statutes and, unless otherwise directed by the Municipality, make changes in those provisions in order to bring the Code into conformity with same.
7. Deliver to Sawmills 12 printed copies of supplemental pages including an instruction sheet to insure correct replacement of pages.

(b) The Municipality shall:

1. Provide AMERICAN LEGAL two copies of each ordinance as it is enacted;
2. Pay to the LEAGUE the current LEAGUE supplement rates. (At the present time, these rates are \$19.50 per single column page or \$22.50 per double column page.)
3. Cooperate with AMERICAN LEGAL in updating the Code of Ordinances at least once every 12 months provided that no payment or penalty shall be due for failing to honor this commitment.

(c) Term and Termination:

1. Either party has the right to terminate or alter the terms of the supplemental service plan at any time by serving written notice. This written notice shall be sent at least thirty days before the projected delivery date of the next supplement. Unless otherwise specifically agreed upon by the parties, the projected delivery date shall be the anniversary of the date the Municipality received the Code.
2. This agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon thirty days written notice.

V. FOLIO VIEWS

(1) Folio Version 4 Search and Retrieval program:

- (a) The Publisher shall provide the Municipality's code in the Folio format on diskette or CD with complete instructions and one copy of a manual for \$695.00.
- (b) Supplements of Folio \$2.50/page* (page refers to printed supplement page)
(cost is in addition to editing charge for printed pages)

*Minimum charge per supplement (assuming Folio update is in conjunction with update to printed supplement; special pricing to be provided if Folio is updated more often than the printed book):

Annual update	\$250.00
Update every 6 months	\$195.00 each

- (c) Additional Bound/Read-Only license fees (one-time fee of \$50.00)
- (d) Optional on-site installation & training at \$650.00/day + travel expenses
(Not Recommended)
- (e) Code on the Internet (after Folio conversion) at \$375.00 per year

VI. EXERCISE OF OPTION. The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following option:

(1) Format: (Initial one only)

- (a) Single-column format as shown in Exhibit A
- (b) Dual-column format as shown in Exhibit B

Initial



(2) Folio Version 4 Search and Retrieval program:

- (a) Code converted into Folio
- (b) Supplements of Folio:
- (c) Additional Bound/Read-Only Licenses:
#_____ of additional licenses

(d) Optional On-Site Installation & Training

(e) Code on the Internet

VII. TRANSMITTAL AS OFFER:

The transmittal of this Agreement to Municipality unexecuted by Municipality is an offer by League to perform the stated services at the price and upon the terms and conditions herein and shall be subject to acceptance by no later than April 30, 2011 unless such date is extended in writing by LEAGUE.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

ATTEST:

A circular seal for the Town of Sawmills, North Carolina. The outer ring contains the text "TOWN OF SAWMILLS" and "NORTH CAROLINA". The inner circle contains the word "SEAL".
Susan M. Wagle
Signature

Town of Sawmills

[Signature]
Signature

Date: 3/4/11

ATTEST:

Gayle S. Jordan
Signature

The North Carolina League of Municipalities:

[Signature]
Signature

Date: 3/22/11

Code Enforcement Monthly Report

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. Owners deadline to complete clean-up is approaching. Monitor
11/1/2010	MVO11-01	4228 US Hwy 321A	Arnold Wilson	The town has had 2 junk vehicles removed from the property. Owner has since make steps to possibly clean the property of trash. Monitor
11/1/2010	PN11-02	Unaddressed property along Helton	Jimmy Hollifield	Owner has reportedly caught someone illegally dumping on the property and is working toward cleaning trash. Monitor
11/1/2010	HC11-03	4476 Sawmills Sch. Rd.	Acie Spade	Hearing held with owner to repair or demolish the house. A Pre-Tow Notice has also been sent to remove a junk vehicle on the property. Monitor
11/1/2010	PN11-05	4385 Chantilly Drive	Hester Bunton and Nancy Fry	Town contractor has signed a contract to demolish the house by the end of April.
11/1/2010	HC11-01	2553 Baker Circle	Ralph and Ether Miller	Onwer has agreed to sign a Hold Harmless Agreement to allow the town to remove the dilapidated mobile home but due to the present budget the case is on hold.
11/1/2010	HC11-02	4396 Duncan Drive	Roger and Cynthia Lentz	This property has sold recently. The new owner has begun cleaning the property and demolishing the house.
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 recently established new ownership of property this case is closed for now. Closed Case.
11/8/2010	PN11-08	4476 Villa Lane	John Greene	Very good progress made with property clean-up. A Pre-Tow Notice recently sent due to a junk vehicle on the property. Monitor.
11/8/2010	PN11-07	2720 Villa Woods	Debs and Lynn Holden	Approaching deadline to remove tree debris from the property likely to be met based on recent progress. Monitor

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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. Attempts to motivate known owners to clean the property being attempted.
12/8/2010	MVO11-02	1747 Cajah Mtn. Rd.	Donald Street	Owner has agreed to remove junk vehicles and trash from the property but due to lack of progress greater enforcement options to begin soon.
12/8/2010	MVO11-04	4347 US HWY 321-A	Jeffrey and Trena Wilson	Contact with the owner has recently been achieved. The owner has agreed to remove junk vehicles over the next few weeks. Monitor
12/15/2010	PN11-10	1551 Cahah Mtn. Rd.	Dean and Billy Tolbert	Due to a slow down in progress of cleaning the property a deadline has recently been issued to complete the work. Monitor
1/5/2011	PN11-11	1529 Lafayette	Dorman Little	Recent meeting with the vehicle owner revealed that the junk vehicle and wood debris would be removed. Monitor
1/19/2011	PN11-12	4401 Hwy 321A	Mitchell Greene	Most of a large wood pile has been stacked and trash removed. Hopefully a Final inspection to be done in a week. Monitor
2/2/2011	PN11-14	4434 Jess Drive	Debra Miller	Underpinning on Mobile home properly affixed. Closed Case
2/5/2011	PN11-15	4148 SW Hwy 321A	Choua Her	Junk Vehicle removed from property by owner and clean up completed. Closed Case.
2/25/2011	PN11-16	2511 Baker Circle	Steve and Mary Hand	Deadline to remove dilapidated out-building sent. Vacant Mobile Home issues to be addressed soon.
10-Feb	PN11-17	3943 US Hwy 321-A	Ronald Tucker	outdoor storage of merchandise. Deadline to complete the clean-up approaching. Monitor

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2/23/2011	PN11-19	4100 Farr MHP	Owen Farr-Deceased	Unable to establish owner of the former mobile home park property to force clean-up. To continue to do so. Monitor
3/9/2011	PN11-21	2306 Coral Drive	Ronnie Thomas	Pre-Tow Notice sent for Junk Vehicle on the property. Clean-up issues to be addressed soon. Monitor
3/9/2011	MVO11-04	4463 Rual Drive	Burns Potter	Owner has agreed to remove junk vehicles but to date has not. Monitor
3/9/2011	PN11-22	4478 Rual Drive	Joseph and Yvonne Williams	Deadline to clean property of a dilapidated out-building and trash approaching. Monitor.
3/30/2011	MVO11-06	2714 Villa Woods	Clyde and Evelyn Cogdell	Owner has agreed to work towards removal of junk vehicle(s). Monitor
3/30/2011	MVO11-05	4487 Diamond Street	Troy Wilson Jr.	Owner has removed a junk vehicle. Attempts being made to inspect interior of the house. Monitor
4/6/2011	PN11-24	3915 US Hwy 321-A	Reyes Vasquez	Deadline to remove wood, trash and debris approaching.
4/13/2011	PN11-25	1963 Freedom Lane	Maria Torres	Loose chickens, a loose dog, and high grass identified by letter to owner in hopes of establishing communications with the owner. Monitor.
4/13/2011	PN11-26	4103 Gatewood Drive	Garry Annas	Notice sent to the owner due to a severely fire damaged mobile home on the property. Monitor