

**TUESDAY, MAY 17, 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: Pastor John Greene 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 Wesson, and seconded by Beverly Fry, the agenda was adopted. All were in favor.

APPROVAL OF APRIL 19th REGULAR MEETING MINUTES: Mayor Gibbs asked for a motion to approve the April 19, 2011 regular meeting minutes.

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

APPROVAL OF APRIL 21st SPECIAL MEETING MINUTES: Mayor Gibbs asked for a motion to approve the April 21, 2011 special meeting minutes.

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

APPROVAL OF MAY 5th SPECIAL MEETING MINUTES: Mayor Gibbs asked for a motion to approve the May 5, 2011 special meeting minutes.

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

RECOGNITION:

YARD OF THE MONTH WINNERS: Mayor Bob Gibbs stated the Town has started a yard of the month program and would like to recognize Mayor Pro-Tem Gerelene Blevins and Councilwoman Beverly Fry, from the Town Beautification Committee. The Mayor asked if they would please call the first two winning recipients up front at this time.

Mayor Pro-Tem Gerelene Blevins presented Mr. and Mrs. Harry Parsons from the 28630 zip code with a certificate for winning yard of the month for May 2011.

Councilwoman Beverly Fry presented Mr. and Mrs. Annas from the 28638 zip code with a certificate for winning yard of the month for May 2011.

No Council action required.

FINANCIAL MATTERS:

PRESENTATION OF PROPOSED FY 2011-2012 BUDGET: Town Administrator Seth Eckard presented the Council with the 2011-2012 FY Budget.

Total budget of:	\$2,613,921.00
General Fund Budget of:	\$2,008,221.00
Utility Fund Budget of:	\$605,700.00
Fund Balance Appropriated	\$0.00

As required by State Law the budget is balanced.

The budget includes the current tax rate of .20 (twenty cents) per \$100.00 (One hundred Dollar) valuation.

The water and sewer rates will remain the same, but the sanitation fee will increase from \$4.00 per month to \$7.00 per month.

There is also included in the budget a 2% (two percent) cost of living adjustment for Town employees.

See enclosed list of the proposed FY 2011-2012 fee structure.

On a motion made by Joe Wesson and seconded by Donnie Potter, the Council will hold a public hearing on the budget at the June 21, 2011 Council meeting. All were in favor.

SPONSORSHIP REQUEST: DARE PROGRAM: Town Administrator Seth Eckard stated that the Caldwell County Sheriff's Department is having their annual charity golf outing and are asking for a donation from the Town of Sawmills.

On a motion made by Joe Wesson, and seconded by Joe Norman, the Town will donate \$100.00 to the Caldwell County Dare Program. All were in favor.

PLANNING MATTERS:

NAMING OF TOWN STREET: Town Administrator Seth Eckard stated the street, which runs along the side and back of Sawmills Elementary School, has no name.

The two property owners who live on that street and the Council gave some suggestions of names, which Caldwell County E-911 has pre-approved.

The following names were proposed:

Jake Deal Drive

Henry Harris Drive

Billy Way

Elementary Way

School House Lane or Way

Elementary School Lane

On a motion made by Gerelene Blevins, and seconded by Donnie Potter, Elementary Way was the name chosen for that street. All were in favor.

TEXT AMENDMENT CHANGE FOR ZONING ORDINANCE: Town Planner Emily Hines stated the Planning Commission would like to request Council call a Public Hearing on June 21, 2011 for proposed amendments to sections 93.077 and 93.078. These Amendments are proposed to remove the five year and ten year requirement in the existing ordinance.

The Planning Commission recommended the removal of the age restriction. Town Planner Hines stated the home would still have to meet, or exceed, the construction standards established by the United States Department of Housing and Urban Development Code and have a HUD seal as well as meet the appearance criteria as outlined in sections 93.077 and 93.078 of the Sawmills Code of Ordinances.

On a motion made by Donnie Potter and seconded by Gerelene Blevins the Council will hold a public hearing on the budget at the June 21, 2011 Council meeting. All were in favor.

CODE ENFORCEMENT UPDATE: Code Enforcement Officer Tony Cline updated Council on the enclosed report, which shows the progress that continues to be enforced in the Town.

No Council action is required.

CODE ENFORCEMENT APPEAL: Code Enforcement Officer Tony Cline cited John and Nancy Greene for having a junk motor vehicle or nuisance vehicle at 4446 Villa Lane. John and Nancy Greene have exercised their right to appeal Mr. Cline's interpretation of the Ordinance.

After discussion, Donnie Potter made a motion, and Gerelene Blevins seconded, to deny the appeal. Those in favor to deny the appeal were Donnie Potter and Gerelene Blevins. Those opposed to the motion were Joe Norman, Beverly Fry, and Joe Wesson for a 3-2 vote to deny the appeal. The motion did not carry.

After discussion, Joe Norman made a motion, and Joe Wesson seconded, to table this issue until the next meeting. All were in favor.

REQUEST TO SPEAK: Councilman Donnie Potter introduced Kim Nichols and Kevin Nichols from Young Lives. Kim Nichols, Young Lives Coordinator, stated this program ministers and mentors teen moms, meeting with them twice a month. They also provide the young moms with rides, help with clothes, diapers and food. This program is currently active at South Caldwell High School. In addition, Ms. Nichols would like the Council to consider a donation in the amount of \$250.00 out of next year's budget as this program is a non-profit (501C), non-denominational program and receives no funding from the state.

No Council action was taken.

ADMINISTRATOR'S REPORT: Town Administrator Seth Eckard would like to say thank you to the Town Public Works employees who have done an excellent job with removal of all the brush as a result of the storms which accrued the week of May 9th-13th. Administrator Eckard announced on May 30, 2011 the Town Hall will close for Memorial Day.

Administrator Eckard stated the Sawmills Farmers Market begins June 7th from 3:00 p.m.-7:30 p.m. and will continue every Tuesday until late December. The Farmers Market will be located in the empty lot across the street from the Sawmills Fire Department. Administrator Eckard invites everyone to stop by and shop, or just look. If anyone is a vendor and would like to be part of the Farmers Market, they may contact the Town Hall for an application.

Administrator Eckard stated that Lenoir News-Topic has prepared the Caldwell Magazine available at the Chamber of Commerce, with a full-page ad on Sawmills. The goal is for people who are not familiar with our community to read and view this. In addition, Administrator Eckard met with Mark Jackson, Editor of the Granite Falls Journal, who is going to start doing two (2) pages a week for Sawmills news and publications.

Administrator Eckard gave an update on the Greenway Project at the Veteran's Memorial Park stating the engineering firm, through Duke Energy, contacted the town and are doing the preliminary designs right now. The timeline for getting the job done is probably years out as our town is about one of twenty-five others along the Catawba River Basin.

Administrator Eckard would also like to recognize that today is the Mayor's birthday and wishes him a Happy Birthday.

Administrator Eckard stated that the Mayor has started probably his second publication on Sawmills Today and he will let the Mayor speak on that.

Mayor Gibbs stated that each month cable channel 10 has given him the opportunity to talk about Sawmills and promote the town on the show Sawmills Today. In addition to Sawmills Today, the town is also on Facebook, having fifty people "like" the town, and now has a link on the Granite Falls Journal Facebook page, which had over one hundred people "like" the town within a day and a half. The Mayor stated the town publicizes meetings, schedules and events on Facebook and the town's website with Administrator Eckard doing a great job with that.

Mayor Gibbs would like to thank everyone for their patience as the town goes through changes, and things that come about in the town, as we are trying to do what is best for our town. Mayor Gibbs would like everyone to take a look at the town's website, Facebook page, and Sawmills Today and if anyone has suggestions, concerns, or remarks, good or bad, please come by the Town Hall, or call, as Administrator Eckard is here everyday and the Mayor is here most days and not hard to find.

Administrator Eckard would like everyone to expect the next newsletter by the of June or the 1st of July. The release date should be June 20th.

On May 4, 2011, Councilman Donnie Potter and Administrator Seth Eckard traveled to Raleigh for Town Hall Day to lobby with State Legislatures about issues that effect the town and he will let Councilman Potter talk about some of the things discussed.

Councilman Potter stated that towns receive Powell Bill funds from the state and use the money to maintain the roads. Currently this money can be saved over ten years and the talks are to change this to five years putting a burden on towns that would now only have five years, to raise the money to complete projects instead of the current ten years. In addition, Councilman Potter stated that the State was trying to quit the program that allows prison inmates to go out and work in towns, but there was some support to appeal that and the program should remain active with a few changes. The other topic of discussion was annexation.

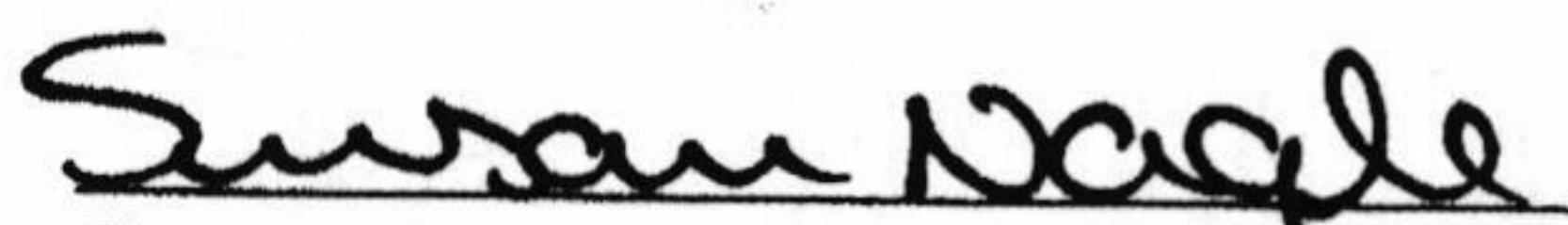
No Council action is required.

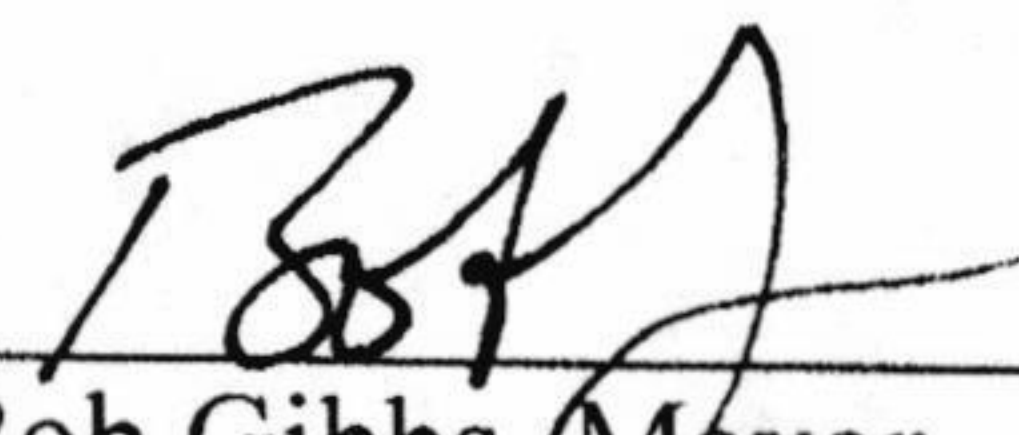
PUBLIC COMMENT: Mayor Gibbs asked if anyone would like to comment at this time.

Mr. Bill Absher who lives on Diamond St. in Virginia Acres would like to address the Council about an issue that has been ongoing in his neighborhood with ducks. Mr. Absher stated that one of the neighbors on Diamond Street has a tremendous amount of ducks that come onto other people's property and make messes. Mr. Absher stated he has contacted Caldwell County Animal Control, NC Division of Wildlife, Councilman Potter, and Sawmills Code Enforcement Officer Tony Cline and there has been nothing done. In addition, Mr. Absher stated Caldwell County Animal Control and NC Division of Wildlife stated these ducks were a nuisance animal and not a protected animal and that he could dispose of them as long as he does so in a legal manner. Mr. Absher would just like to know why no one would do anything to help.

Mayor Gibbs stated that he would make some phone calls and see if he cannot get something done or find out why there has been nothing done.

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


Susan Nagle, Town Clerk


Bob Gibbs, Mayor

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	Although steady progress has been made this case will get more priority in the coming weeks due to the length of this case.
11/1/2010	MVO11-01	4228 US Hwy 321A	Arnold Wilson	Civil Citations have been issued. This case to be prepared for court action and civil penalty collection in the coming weeks.
11/1/2010	HC11-03	4476 Sawmills Sch. Rd.	Jerry Hatchings	Power has been disconnected to structure. Property now owned by new owner. Case must be started over with new owner.
11/1/2010	HC11-01	2553 Baker Circle	Ralph and Ether Miller	Owner has not had mobile home removed and has decided not to sign a Hold Harmless Agreement. Town Contractor to remove mobile home in the coming
11/1/2010	Z11-02	1625 Cajah Mtn. Rd.	Ray and Betty Philyaw	Due to low priority level of this case, no action has been taken yet.
11/8/2010	PN11-08	4476 Villa Lane	John Greene	Owner has covered the junk vehicle. Closed Case.
11/1/2010	Z11-01	4141 Duff Drive	Clarks Auto	No change has occurred as he 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	Final deadline notice sent to remove dilapidated mobile homes and associated trash and overgrowth. Monitor
12/8/2010	MVO11-02	1747 Cajah Mtn. Rd.	Donald Street	Good progress continues in removing junk vehicles. Recent conversation reveals that only a couple of more weeks may be needed. Monitor
12/8/2010	MVO11-04	4347 US HWY 321-A	Wilson	Junk Vehicles removed. Closed Case
12/15/2010	PN11-10	1551 Cahah Mtn. Rd.	Dean and Billy Tolbert	Reportedly property has been sold. Some debris remains on the property. Monitor
1/5/2011	PN11-11	1529 Lafayette	Dorman Little	Debris removed from the property. Also, junk vehicle removed from property. Closed Case

Code Enforcement Monthly Report

Opened	Case Number	Property Address	Owner or Occupant	Status or Comments
2/25/2011	PN11-16	2511 Baker Circle	Steve and Mary Hand	Dilapidated out-building removed. More clean up to be done. Monitor
2/23/2011	PN11-19	4100 Farr MHP	Owen Farr-Deceased	Established contact with the owner who has begun clean old mobile home park. Monitor
3/9/2011	PN11-21	2306 Coral Drive	Ronnie Thomas	Junk vehicle removed. Closed Case
3/9/2011	PN11-22	4478 Rual Drive	Joseph and Yvonne Williams	Town contractor to remove dilapidated out-building in the coming weeks
3/30/2011	MVO11-05	4487 Diamond Street	Troy Wilson Jr.	Deadline to repair house is late August. No recent progress noted. Monitor
5/4/2011	PN11-30	4396 Duncan Drive	Fred and Gerldine Wood	House demolished. Closed Case
5/11/2011	PN11-31	4605 Sawmills School Rd	G. W. Wilson	Open storage of tires removed. Closed Case
5/11/2011	PN11-33	2533 Baker Circle	Sec. of Hsing and Urban Dev.	Property mowed by contractor. Still awaiting invoice to file the lien
5/18/2011	PN11-36	Lot between 2318 and 2316 Ellen St.	Branch Banking	Property mowed. Closed Case
5/25/2011	PN11-38	4115 and 4117 Ardmore Ln.	Lewis Gragg	Progress made on demolishing 2 structure on the property. Monitor
6/8/2011	Z11-03	3062 Eli Ln.	Stat Inc.	Permit obtained for locating an out-building on the property. Closed Case
6/13/2011	PN11-39	5804 Kaylee Ann Dr.	Julie Styles	Property mowed. Closed Case.
6/22/2011	Z11-05	321-A Spring Lake MHP	Steven Hamby	Notice sent due to non-permitted portable sign on the property.
6/22/2011	PN11-44	3049 Eli Lane	Ajay Patel	Notice sent due to high grass and trash on the property
7/6/2011	PN12-05	2536 Bakers Circle	Fred and Gerldine Wood	Notice sent due to high grass and trash on the property. Closed Case
7/6/2011	PN12-01	3978 US Hwy 321-A	David Stamey	Notice sent due to high grass on the property. Closed Case

Tony W. Cline
Code Administrator

All items Updated on July 13, 2011

Code Enforcement Monthly Report

Opened	Case Number	Property Address	Owner or Occupant	Status or Comments
7/6/2011	PN12-03	4211 Benfield Dr.	William Costner	Notice sent due to high grass and trash on the property. Closed Case
7/6/2011	PN12-07	Jeannette's Way Lot 33	Clay Bollinger	Notice sent due to high grass on the property. Closed Case
7/6/2011	PN12-08	4369 Joplin Road	Edward Springer	Notice sent due to high grass on the property
7/6/2011	PN12-06	4388 Duncan Street	Kenneth Minton	Notice sent due to junk cars, high grass, and trash on the property
7/13/2011	PN12-10	1940 Leah Ln	Tim Hart	Friendly letter sent to determine plans for a fire damage mobile home.
7/13/2011	PN12-12	4119 Benfield	Kirby Marcus	Notice sent due to open storage of household items on the property
7/13/2011	PN12-11	4207 Benfield	Kirby Marcus	Notice sent due to open storage of household items on the porch
7/13/2011	PN12-09	4845 Holly Springs	Charles Bouchard	Notice sent due to high grass on the property

**Town of Sawmills
Fee Structure
2011 – 2012 FY**

Public Works:

**Items not picked up – building materials,
hazardous materials and automobile parts.**

Small brush pick up fee:	No charge (30 minutes or less)
Large brush pick up fee:	\$75.00 (per hour)
White goods pick up fee:	No charge
Special (bulky item) pick up fee:	No charge
Purchase of Speed Limit or other Traffic signs:	\$75.00

Planning:

Zoning Permit:	\$25.00
Rezoning Application: (Includes Public Notice advertising/certified letters)	\$650.00
Special Use Permit:	\$50.00
Minor Plat Review:	\$25.00
Family or Minor Subdivision Review:	\$50.00
Major Subdivision Review (Preliminary):	\$200.00 (plus \$5.00 per lot)
Major Subdivision Review (Final):	\$150.00 (plus \$5.00 per lot)
Copy of Zoning Ordinance:	\$15.00 (per copy)
Copy of Subdivision Ordinance:	\$10.00 (per copy)
Request for Variance:	\$250.00

Parks and Recreation

Park Rental Fee – Deposit/Non Refundable	\$50.00
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Miscellaneous Document Fee

	Per page:
Black & white copies:	.10
Color copies:	.20

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 continues to remove trash after work nearly daily. Monitor
11/1/2010	MVO11-01	4228 US Hwy 321A	Arnold Wilson	Owner continues to make light progress in removing, burning, or sorting trash and debris. Monitor
11/1/2010	PN11-02	Unaddressed property along Helton	Jimmy Hollifield	On-going Sheriffs Dept. case as those dumping have been caught. Closed Case as court action to be determined.
11/1/2010	HC11-03	4476 Sawmills Sch. Rd.	Acie Spade	Recent junk vehicle removed. Working with Inspections to get electricity turned off. Deadline to demolish/repair house June 23rd. Monitor
11/1/2010	PN11-05	4385 Chantilly Drive	Hester Bunton and Nancy Fry	House has been demolished. Lien paperwork forwarded. Closed Case
11/1/2010	HC11-01	2553 Baker Circle	Ralph and Ether Miller	Owner 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	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	This property is now owned by one family member of the Philyaw family. Close Case with extended family.
11/8/2010	PN11-08	4476 Villa Lane	John Greene	Property owner has appealed the determination that a junk vehicle is on the property. Case on hold as appeal decided.
11/8/2010	PN11-07	2720 Villa Woods	Debs and Lynn Holden	Owner has removed the wood debris on the property. Closed Case
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.

Code Enforcement Monthly Report

Opened	Case Number	Property Address	Owner or Occupant	Status or Comments
12/8/2010	MVO11-02	1747 Cahah Mtn. Rd.	Donald Street	Owner has removed some junk vehicles with some being repaired. Monitor
12/8/2010	MVO11-04	4347 US HWY 321-A	Jeffrey and Trena Wilson	Some junk vehicles appear to have been removed. Owner claims to have all junk vehicles hauled away. Inspection due. Monitor
12/15/2010	PN11-10	1551 Cahah Mtn. Rd.	Tolbert	Deadline to remove remaining debris late May. Monitor
1/5/2011	PN11-11	1529 Lafayette	Dorman Little	Owner has removed wood debris from the property and has until late May to remove the junk vehicle or put under an approved car cover. Monitor
2/25/2011	PN11-16	2511 Baker Circle	Steve and Mary Hand	Deadline to remove dilapidated out-building late May. Progress made. Monitor
10-Feb	PN11-17	3943 US Hwy 321-A	Ronald Tucker	Antique business on the property has put inventory inside. Closed Case
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. Inspection due to determine compliance. Monitor
3/9/2011	MVO11-04	4463 Rual Drive	Burns Potter	Junk vehicles have been removed of made operational. Closed Case
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 vehicles). Monitor
3/30/2011	MVO11-05	4487 Diamond Street	Troy Wilson Jr.	Interior inspection conducted. Hearing with owner scheduled to discuss Minimum Housing Code Violations. Monitor
4/6/2011	PN11-24	3915 US Hwy 321-A	Reyes Vasquez	Wood debris and trash removed Closed Case.

Code Enforcement Monthly Report

Opened	Case Number	Property Address	Owner or Occupant	Status or Comments
4/13/2011	PN11-25	1963 Freedom Lane	Maria Torres	Loose chickens pinned and yard mowed. Closed Case
4/13/2011	PN11-26	4103 Gatewood Drive	Garry Annas	Fire damage mobile home being taken apart. Deadline to have debris removed is late May. Monitor
3/30/2011	MVO11-06	2714 Villa Woods	Clyde and Evelyn Cogdell	Owner has properly covered one junk vehicle and has one to be put in building. Monitor
4/20/2011	MVO11-07	4174 Hwy 321-A	David Graham	Owner subject to having one junk vehicle towed away in one week. Monitor
5/4/2011	PN11-30	4396 Duncan Drive	Fred and Gerldine Wood	Property recently purchased by the Woods but removal of dilapidated structure becoming of more importance. Owner made aware. Monitor.
5/11/2011	PN11-32	4441 Rual Drive	Pedro Adrian	Notice sent due to high grass on the property
5/11/2011	PN11-33	2533 Baker Circle	HUD	Notice sent due to high grass on the property
5/11/2011	HC11-11	2275 Crystal Drive	Charles Philyaw	New owner appears to have begun demolishing house. Monitor
5/11/2011	PN11-31	4605 Sawmills School Rd	G. W. Wilson	Notice sent due to tires being dumped on the property. Monitor

May 5th, 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.

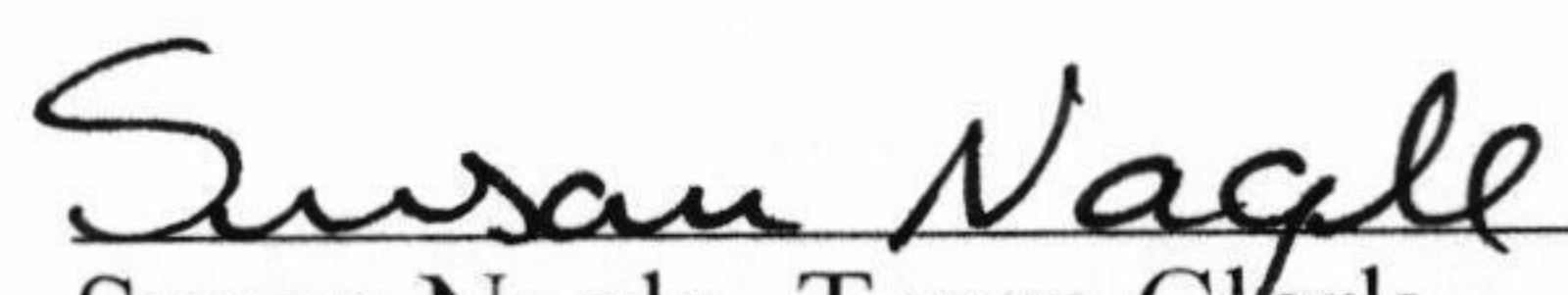
On a motion made by Gerelene Blevins and seconded by Joe Norman, the agenda was adopted. All were in favor.

ITEMS FOR DISCUSSION:

The following items were discussed:

Revised Sanitation Fee and Parks Projects
Discussion of Preliminary Budget

ADJOURN: On a motion made by Joe Norman and seconded by Donnie Potter, the meeting was adjourned at 5:00 p.m. All were in favor.


Susan Nagle, Town Clerk


Bob Gibbs, Mayor

**TUESDAY, JUNE 21, 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: Pastor Buford Pennell 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 with the following changes: add discussion of the Sales Tax Re-Investment Fund as agenda item 6 and remove agenda item 9C Update Resolution for Caldwell County Animal Control.

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

APPROVAL OF MAY 17th REGULAR MEETING MINUTES: Mayor Gibbs asked for a motion to approve the May 17, 2011 regular meeting minutes.

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

APPROVAL OF JUNE 8th SPECIAL MEETING MINUTES: Mayor Gibbs asked for a motion to approve the June 8, 2011 special meeting minutes.

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

APPROVAL OF JUNE 17th REGULAR MEETING MINUTES: Mayor Gibbs asked for a motion to approve the June 17, 2008 special meeting minutes.

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

DISCUSSION: SALES TAX RE-INVESTMENT AGREEMENT: Town Administrator Seth Eckard stated that Council had asked the staff to investigate the efficacy of the Caldwell County Sales Tax Re-Investment Program. The attached report shows what the Town of Sawmills has paid to the Sales Tax Re-Investment fund between 2004 and 2011 and what each unit of Government in Caldwell County will pay in the FY 2011-2012.

Administrator Eckard then stated Council might let the current agreement continue until the expiration in June 2013 or give each member of the committee a twelve (12) month notice before July 1, 2011 that beginning July 1, 2012 the Town of Sawmills will not be a part of the Sales Tax Re-Investment Agreement.

After discussion, Gerelene Blevins made a motion, and Donnie Potter seconded to hold a special meeting of the Sawmills Town Council on Tuesday, June 28, 2011 at 6:00 p.m. in Council Chambers. All were in favor.

PUBLIC HEARING: FY 2011-2012 BUDGET ORDINANCE:

OPEN PUBLIC HEARING: Mayor Gibbs asked for a motion to open the public hearing.

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

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

STAFF COMMENTS: Town Administrator Seth Eckard stated staff has no additional comments, but will take any questions. See enclosed budget ordinance and list of the proposed FY 2011-2012 fee structure.

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

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

COUNCIL ACTION: On a motion made by Joe Wesson, and seconded by Joe Norman the FY 2011-2012 budget was adopted. All were in favor.

PUBLIC HEARING: TEXT AMENDMENT CHANGE to ZONING ORDINANCE:

OPEN PUBLIC HEARING: Mayor Gibbs asked for a motion to open the public hearing.

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

STAFF COMMENTS: Town Planner Emily Hines stated the Planning Commission made a recommendation to Council to remove the age requirement on Manufactured Homes brought into Sawmills. Town Planner Hines would recommend the Council require Manufactured Homes brought into Sawmills be constructed after July 13, 1994 when new federal standards took effect. The Manufactured Home must still meet or exceed the construction standards established by the United States Department of Housing and Urban Development Code and have a HUD seal as well as meeting the appearance criteria as outlined in Sections 93.077 and 93.078 of the Code of Ordinances.

PUBLIC COMMENTS: There was no one wishing to speak at the public hearing.

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

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

COUNCIL ACTION: On a motion made by Joe Wesson, and seconded by Gerelene Blevins, Council adopted the attached ordinance to amend the text of the Code of Ordinances, sections 93.077 and 93.078 requiring all Mobile Homes brought into Sawmills be constructed after July 13, 1994. All were in favor.

RECOGNITION:

YARD OF THE MONTH WINNERS: Mayor Bob Gibbs asked if Mayor Pro-Tem Gerelene Blevins and Councilwoman Beverly Fry of the Town Beautification Committee would please call the two winning recipients up front at this time and present them with their certificates.

Mayor Pro-Tem Gerelene Blevins presented Wayne and Linda Wilcox from the 28630 zip code with a certificate for winning yard of the month for June 2011.

Councilwoman Beverly Fry presented James and Helen Anderson from the 28638 zip code with a certificate for winning yard of the month for June 2011.

No Council action required.

FINANCIAL MATTERS:

REPUBLIC SERVICES of NORTH CAROLINA, LLC. CONTRACT: Town Administrator Seth Eckard stated the contract between the Town of Sawmills and Republic Services of North Carolina, llc, d.b.a. GDS-Hickory needs updated. The term of the contract will be for three (3) years and will begin July 1, 2011. The cost of this contract is in the amount \$3.14 per residence (based on 1600 residences). In the event of any annexations, the Town and Contractor will negotiate the charge. The only change in cost would be for the CPI (consumer price index) which shall be adjusted annually starting July 1, 2012 and effective July 1 each calendar year.

On a motion made by Joe Wesson, and seconded by Joe Norman Council approved a contract for curbside recycling with Republic Services of North Carolina, llc, d.b.a. GDS-Hickory. All were in favor

VETERAN'S MEMORIAL PARK MAINTENANCE CONTRACT: Administrator Seth Eckard stated the enclosed contract from Carolina Bomanite Corporation covers maintenance work at the Veteran's Memorial Park. The contract includes yearly paving of the area installed as Micro Top XT and will include joint sealants, sealers, and small patch/repair as needed.

There are sufficient funds in budget for the next two years to cover the cost of a contract with Carolina Bomanite Corporation in the amount of \$500.00. The first payment in the amount of \$250.00 will be out of next year's budget on July 1, 2011 and the remaining payment in the amount of \$250.00 paid July 1, 2012.

On a motion made by Joe Norman, and seconded by Donnie Potter, Council approved a contract with Carolina Bomanite Corporation for two years. All were in favor.

BENCHMARK CMR, INC. CONTRACT: Administrator Eckard stated the current contract with Benchmark Planning CMR, Inc. for Town Code Enforcement Officer Tony Cline and hourly Town Planner Emily Hines needs to be renewed. The attached contract with Benchmark Planning CMR, Inc. will combine the two contracts into one contract with Code Officer Cline working at the town hall every Wednesday and Town Planner Hines working at the town hall every Thursday.

There are sufficient funds in next year's budget to cover the cost of a contract with Benchmark CMR, Inc. in the amount of \$38,000.00 a year.

On a motion made by Donnie Potter, and seconded by Joe Wesson, Council approved a contract with Benchmark Planning CMR, Inc. All were in favor.

END OF FY 2011-2012 BUDGET AMENDMENT: Administrator Seth Eckard stated due to some unexpected costs, there were some items over budget and there were some items well below the budgeted amount. Before the Town is able to close out the FY 2010-2011 books the attached budget amendments will need to be approved.

On a motion made by Joe Norman, and seconded by Joe Wesson, the budget amendments were approved. All were in favor.

DISCUSSION:

RECYCLE REWARDS PROGRAM: Administrator Eckard stated upon approval of the enclosed Recycling Rewards program, once a month staff will use a random number generator to pick a sanitation account in Sawmills. Administrator Eckard will send a public works crew out to the property to see if there is a recycle bin out and if it looks like they are recycling. If it is determined that the Random customer recycles they are eligible for a \$25.00 credit on their sanitation bill if random customer is not recycling than another customer will be chosen.

On a motion made by Joe Norman, and seconded by Donnie Potter, Council approved the Recycling Rewards program. All were in favor.

ADOPT RECORDS RETENTION SCHEDULE: Town Clerk Nagle stated official records must be kept for a certain period according to chapters 121 and 132 of the North Carolina General Statutes. A copy of the Municipal Records Retention and Disposition Schedule is kept in the Clerk's office and may be found online as well.

On a motion made by Donnie Potter, and seconded by Joe Wesson, Council approved the Municipal Records Retention Schedule and Disposition Schedule. All were in favor.

APPOINT ORDINANCE REVIEW COMMITTEE: Administrator Eckard stated as the Town is in the process of re-codifying the Code of Ordinance Book for the Town of Sawmills Attorney Taylor has recommended appointing two (2) Council members to serve on the Ordinance Review Committee.

Mayor Gibbs appointed Beverly Fry and Joe Norman to serve on the Review Ordinance Committee.

No Council action required.

CODE ENFORCEMENT:

APPEAL VIOLATION: Administrator Eckard stated the Notice of Violation sent by Code Enforcement Officer Tony Cline and appealed by John and Nancy Greene has been satisfied. Code Officer Cline approved the cover over the tractor-trailer by Mr. and Mrs. Greene.

No Council action required.

MONTHLY REPORT: Administrator Seth Eckard updated Council on the enclosed report, which shows the progress that continues to be enforced in the Town.

No Council action is required.

ADMINISTRATOR'S REPORT: Administrator Eckard stated the Town Hall facilities will be closed Monday, July 4th, 2011.

Administrator Eckard attached the summer newsletter to the agenda for Council review and stated it should be ready to mail early next week.

Administrator Eckard stated the Farmer's Market has been a great success with over fourteen (14) vendors at the first Farmer's market and over twenty-three (23) vendors at the June 14, 2011. Administrator Eckard appreciates all the hard work the Public Works crew has been doing to prepare that field every week and volunteers from Staff to go over and man the stations as needed as the Farmer's Market keeps getting better and better each week.

The last item Administrator Eckard would like Council to consider is a new way to do the agenda called consent agenda and Clerk Nagle will talk about this matter. Clerk Nagle stated that a consent agenda would list all routine agenda items that do not require discussion as one line item, which would only need one motion and a second. Clerk Nagle also stated the Mayor may remove an item from the consent agenda and place the item on the regular agenda before the Council meeting and the Council may remove an item from the consent agenda and place the item on the regular agenda when asked to adopt the agenda.

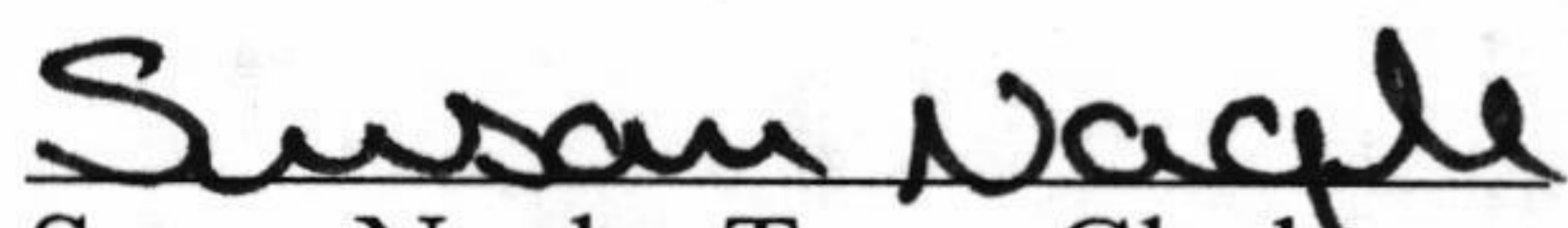
Mayor Bob Gibbs would like to thank Administrator Eckard for all his work on the Town website, Facebook page, answering all the questions on the Facebook page and for the easy to read newsletter.

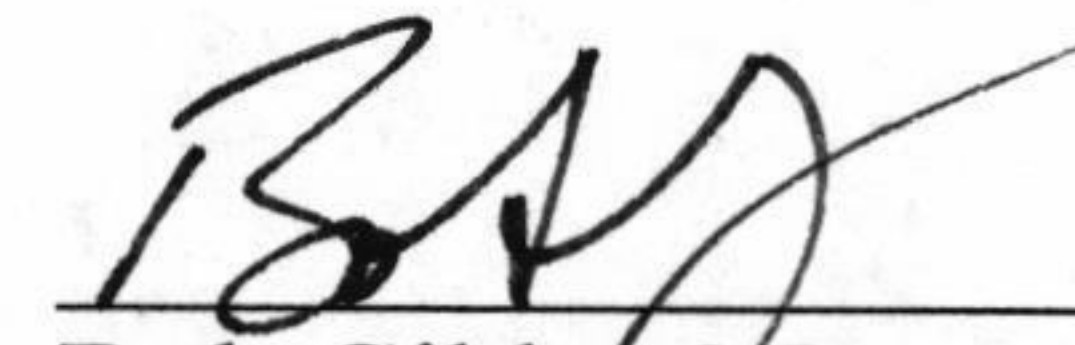
Mayor Gibbs stated all residents please visit the Veteran's Memorial Park if they have not done so already, stating new trees are planted. Mayor Gibbs also stated the deadline is June 30, 2011 to have a name engraved on the monument for this year and the cost is twenty-five dollars (\$25.00) for up to eighteen (18) characters.

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

Buford Pennell stated he is glad the Town now has Seth Eckard as the Town Administrator stating, he is doing a great job and appreciates Eckard's friendliness and openness and believes Eckard is an asset to this community.

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


Susan Nagle, Town Clerk


Bob Gibbs, Mayor

FY 11 – 12 Budget Ordinance

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SAWMILLS, NORTH CAROLINA:

The following anticipated fund revenues, departmental expenditures, and interfund transfers are approved and appropriated for the Town of Sawmills' operations for the Fiscal Year beginning July 1, 2011, and ending June 30, 2012.

SECTION 1 – General Fund

Revenues:

Property Taxes	\$432,516.00
Local Sales Tax	\$739,098.00
Powell Bill Allocation	\$638,889.00
Other Revenue	\$25,350.00
Solid Waste Fee	\$172,368.00
Fund Balance Appropriated	\$0.00

TOTAL ESTIMATED GENERAL FUND REVENUES \$2,008,221.00

Expenditures:

Governing Body	\$32,150.00
Administration	\$370,400.00
Finance	\$62,221.00
Public Works	\$157,200.00
Streets and Highways	\$492,000.00
Sanitation	\$284,200.00
Community Development	\$53,750.00
Parks and Recreation	\$156,300.00
Interlocal Transfer to Caldwell County	\$400,000.00

TOTAL ESTIMATED GENERAL FUND EXPENDITURES \$2,008,221.00

SECTION 2 – Utility Fund

Revenues:

Water	\$465,100.00
Sewer	\$140,600.00

TOTAL ESTIMATED UTILITY FUND REVENUES **\$605,700.00**

Expenditures:

Water	\$465,100.00
Sewer	\$140,600.00

TOTAL ESTIMATED UTILITY FUND EXPENDITURES **\$605,700.00**

SECTION 3 – Ad Valorem Taxes

An Ad Valorem tax rate of \$0.20 per one hundred (\$100) valuation of taxable property, as listed for taxes as of January 1, 2011, is hereby levied and established as the official tax rate for the Town of Sawmills for Fiscal Year 2011-12. The rate is based upon a total projected valuation of \$192,141,300 and an estimated collection rate of 95%. The purpose of the ad valorem tax levy is to raise sufficient revenue to assist in financing necessary municipal government operations in Sawmills.

SECTION 4 – Documentation

Copies of this ordinance will be kept on file at Town Hall and shall be furnished to the Town Clerk and Finance Director to provide direction in the collection of revenues and disbursement of Town funds.

SECTION 5 – Special Authorization, Budget Officer

- A. The Town Administrator shall serve as Budget Officer.
- B. The Budget Officer shall be authorized to reallocate departmental appropriations among the various expenditures within each department.

- C. The Budget Officer is authorized to effect interdepartmental transfers of minor budget amendments not to exceed ten percent (10%) of the appropriated funds for the department's allocation which is being reduced. Notification of all such transfers or amendments shall be made to the Town Council at their next regular meeting of that body following the transfers.

SECTION 6 – Restrictions

- A. Interfund transfers of moneys shall be accomplished only by authorization from the Town Council.
- B. The utilization of any contingency appropriation, in any amount, shall be accomplished only by the authorization from the Town Council. Approval of a contingency appropriation shall be deemed a budget amendment, which transfers funds from the contingency appropriation to the appropriate object of expenditure.

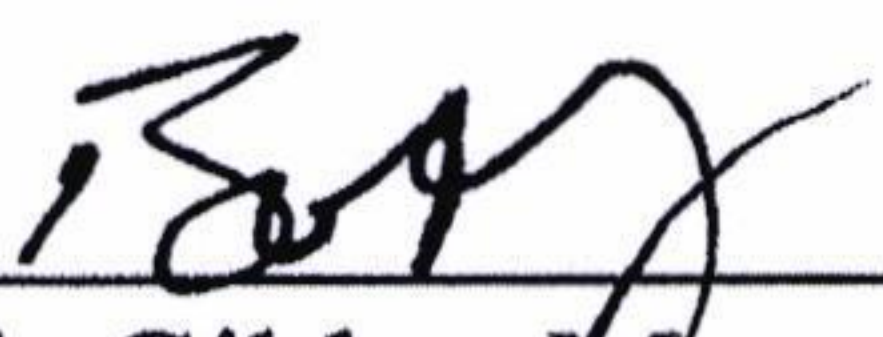
SECTION 7 – Budget Amendments

The North Carolina Local Government Budget and Fiscal Control Act allows the Town Council to amend the budget ordinance any time during the fiscal year, so long as it complies with the North Carolina General Statutes. The Town Council must approve all budget amendments, except where the Budget Officer is authorized to make limited transfers. Please review sections 5 and 6, which outline special authorizations and restrictions related to budget amendments.

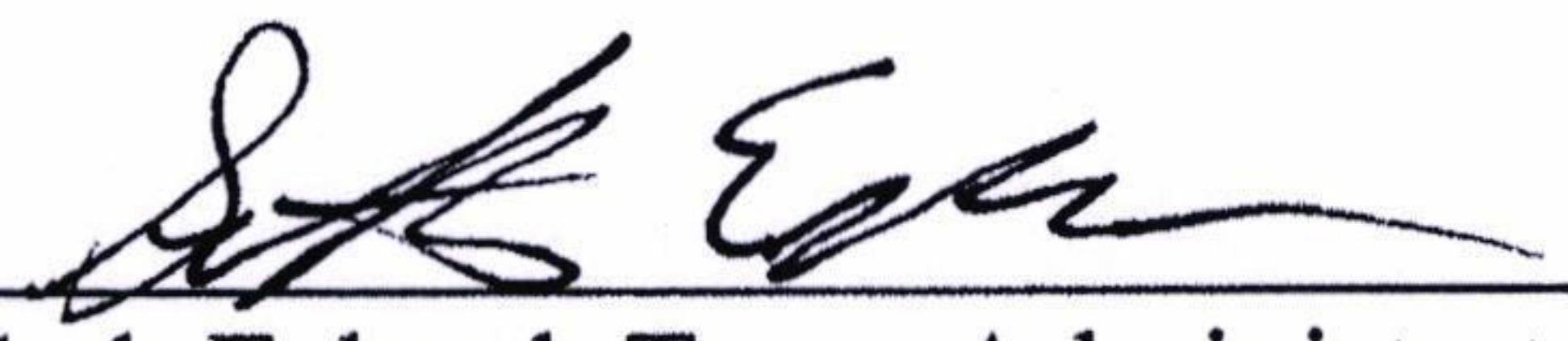
SECTION 8 – Utilization of Budget and Budget Ordinance

This ordinance and the budget documents shall be the basis for the financial plan of the Town of Sawmills during the 2011-12 Fiscal Year. The Budget Officer shall administer the budget. The accounting system shall establish records that are in consonance with this budget and this ordinance and the appropriate statutes of the State of North Carolina.

Adopted this 21st day of June, 2011.



Bob Gibbs, Mayor



Seth Eckard, Town Administrator

Ordinance _____

An Ordinance Amending the
Code of Ordinances of the Town of Sawmills

**AN ORDINANCE TO AMEND THE TEXT OF THE CODE OF ORDINANCES,
SECTION 93.077 AND 93.078.**

WHEREAS, the Town of Sawmills Town Council is delegated the authority of amending the Code of Ordinance per Article 3.8 of such ordinance; and

WHEREAS, the Town of Sawmills Town Council conducted a public hearing to consider amending Sections 93.077 and 93.078 of the City's UDO Unified Development Ordinance on June 21, 2011;

WHEREAS, the proposed amendments are consistent with previously adopted policies and reasonable in light of the potential impacts on properties within the Town's RA-20 Residential Medium Density and R-15 Residential High Density zoning districts;

NOW, THEREFORE, BE IT RESOLVED, by the Town of Sawmills Town Council that Sections 93.077 and 93.078 of the Code of Ordinances, Town of Sawmills, are hereby amended to read as follows:

§ 93.077 PROVISIONS FOR INDIVIDUAL MANUFACTURED HOMES OR MOBILE HOMES.

The purpose of these regulations is to promote sound neighborhood development and appearance, protect community property values, and to preserve the integrity and character of neighborhoods. Manufactured homes or modular homes are permitted on individual lots in the R-20A and R-15 districts subject to the following conditions:

- (A) The lot must be recorded as an individual lot.
- (B) If municipal utilities are not available, the well and/or septic tank must be approved by the County Health Department.
- (C) All yard dimensional requirements for the respective district must be met.
- (D) The lot must front a public street and said street frontage will be considered the front of the lot.
- (E) Manufactured homes may be placed on undeveloped land for temporary purposes incidental to construction or development of property within the town for a period not to exceed 180 days. Extensions may be granted for a period as may be determined by the Town Council, but no longer than construction shall continue.
- (F) Furthermore, no manufactured home shall be placed on land until construction commences not when there is any existing structure or facility on the property which may be suitable or designed for the purpose for which the manufactured home is sought to be used.

- (G) Manufactured homes may also be used as temporary living quarters in the event of a natural disaster such as fire, flooding, and the like, which would render the former residence uninhabitable.
- (H) Exterior siding shall consist predominately of vinyl or aluminum siding (whose reflectivity does not exceed that of gloss white paint), wood or hardwood, comparable in composition, appearance and durability to the exterior siding used in standard residential site-built construction. The siding shall be in good repair and in no instance shall the degree of reflectivity of the exterior siding, foundation skirting and roofing exceed that of gloss white paint.
- (I) A continuous foundation enclosure, unpierced except for required ventilation and access shall be installed in accordance with State Building Codes. The enclosure shall consist of brick, concrete or block. Wood, vinyl, or fabrication metal will be permitted for temporary use not to exceed a period of six months upon approval of the Zoning Enforcement Officer. Any wood framing for foundation skirting shall be constructed with treated lumber.
- (J) Permanent steps shall be constructed at all exterior doors as necessary and permanent porch or patio measuring at least three feet with width and five feet in length shall be constructed at the front or main entrance to the manufactured home. Steps constructed from loose stacked materials shall not be construed as properly installed.
- (K) The running lights shall be removed and the hitch shall be removed.
- (L) At least two off-street parking spaces shall be provided.
- (M) Pitch of the main roof of the building shall have a pitch of two and half feet of every 12 feet of horizontal run.
- (N) The manufactured home shall be constructed after July 13, 1994, and shall meet or exceed the construction standards promulgated by the US Department of Housing and Urban Development that were in effect at the time of construction. Proof of the age of the home such as a bill of sale, title or certified appraisal must be provided at the time the zoning permit is requested. (Ord., passed 6-26-90; Am. Ord., passed 10-20-98)

§ 93.078 PROVISIONS FOR MANUFACTURED HOMES IN MOBILE HOME PARKS.

- (A) The purpose of these regulations is to provide a safe and aesthetic environment inside mobile home parks. Further more to protect the community property values and to preserve the integrity and character of neighborhoods.
- (B) If municipal utilities are not available, the well and/or septic tank must be approved by the County Health Department.
- (C) The exterior siding shall consist predominately of vinyl or aluminum siding, wood or hardwood, comparable in composition, appearance and durability to the exterior siding used in standard residential site-built construction. The siding shall be in good repair and in no instance shall the degree of reflectivity of the exterior siding, foundation skirting and roofing exceed that of gloss white paint.
- (D) A continuous foundation enclosure unpierced except for required ventilation and access shall be installed in accordance with State Building Codes. The enclosure shall consist of brick, concrete, wood, vinyl, or fabricated metal. Any wood framing for foundation skirting shall be constructed with treated lumber.

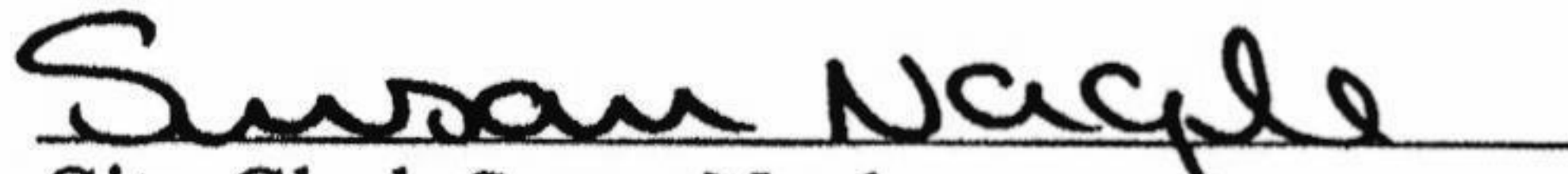
- (E) Permanent steps shall be constructed at all exterior doors as necessary and permanent porch or patio measuring at least 35 square feet shall be constructed at the front or main entrance to the manufactured home. Steps constructed from loose stacked materials shall not be construed as properly installed.
- (F) The running lights shall be removed and the hitch shall be screened or removed.
- (G) At least two off-street parking spaces shall be provided.
- (H) The manufactured home shall be constructed after July 13, 1994, and shall meet or exceed the construction standards promulgated by the US Department of Housing and Urban Development that were in effect at the time of construction. Proof of the age of the home such as a bill of sale, title or certified appraisal must be provided at the time the zoning permit is requested. (Ord., passed 7-31-99)

ADOPTED this 21st day of June 2011.



Mayor Bob Gibbs

ATTEST:



City Clerk Susan Nagle

THE TOWN OF SAWMILLS AND REPUBLIC SERVICES OF NORTH CAROLINA, LLC
RECYCLING AGREEMENT

This Agreement made and entered into as of the 21ST day of JUNE, 2011, by and between the Town of Sawmills, a municipal corporation organized under the laws of the State of North Carolina (hereinafter referred to as the Town), and Republic Services of North Carolina, llc, d.b.a GDS- Hickory, a North Carolina limited liability company (hereinafter referred to as the Contractor).

WITNESSETH

WHEREAS, the Town and Contractor entered into a Recycling Agreement dated June 16, 1999;

WHEREAS, the Town and Contractor agree to replace the aforementioned with the Agreement contained herein;

WHEREAS, the Town desires the Contractor to be the collector of residential recyclable material as defined in this document, within present and future boundaries of the Town;

NOW, THEREFORE, in consideration contained herein, the Town and Contractor hereby agree as follows:

1) DEFINITIONS.

- A) Residence. A dwelling unit such as a house, mobile home, or multi-family dwelling, but not including hotels or motels. Each unit of a multi-family dwelling shall be considered a separate residence.
- B) Residential Recyclable Material. Glass food and beverage containers, metal food and beverage cans (aluminum, bi-metal, and tin), newspapers including inserts, and plastic soft drink bottles and milk and juice jugs.
- C) Recycling Container. An 18 gallon plastic container designed for the storage and collection of recyclable materials. Each container shall have serial number for identification.
- D) Unacceptable Waste means highly flammable substances, Hazardous Waste (as defined below), liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted.
- E) Hazardous Waste means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic

substance” as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term “Hazardous Waste” also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

2) PROMOTION OF CURBSIDE RECYCLING.

The Contractor shall assist the Town in promoting the recycling program; providing periodic press releases on the program, developing and distributing printed materials, providing a qualified person to speak to schools, civic groups, press, etc., and offer tours of the Contractor's material recovery facility.

3) COLLECTION SERVICE.

All residences within the Town, receiving curbside garbage collection, shall be offered once a week pickup of recyclable materials by the Contractor.

4) TERM.

The Agreement shall be for a three (3) year period beginning July 1, 2011, and ending three years thereafter, the “Initial Term” of this Agreement. However, either party has the right to notify the other in writing, not less than one hundred twenty (120) days prior to the expiration of each contract year of its intentions to terminate this agreement as of the next July 1.

5) COLLECTION LOCATIONS.

All recyclable materials shall be placed in the recycling containers and placed at the curbside in a location that is readily accessible to the Contractor's personnel.

6) LITTER.

All materials hauled by the Contractor shall be contained, or enclosed so that leaking, spilling, or blowing are prevented. In the event of such spillage, the Contractor shall immediately clean up the litter. Contractor shall not be responsible for litter caused by weather conditions, animals or vermin.

7) RECYCLING CONTAINERS.

The Contractor shall provide each residence with a recycling container and the Town shall reimburse the Contractor for their costs of those recycling containers. The Contractor shall not be required to collect materials unless they are in a recycling container as set forth herein.

8) COMPLAINTS.

All complaints shall be reported to the Town office, and then referred to the Contractor. The Contractor shall attempt to resolve all complaints within 24 hours, and report resolution of complaints to the Town.

9) TITLE TO RECYCLABLE MATERIALS.

Title to the materials collected shall be vested in the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Unacceptable Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

10) MARKETING OF MATERIALS.

The Contractor shall haul the materials collected to the Contractor's materials recovery facility and the Contractor shall be responsible for processing and marketing the materials.

11) CHARGES FOR SERVICE.

The charge for curbside collection as set forth herein shall be three dollars and fourteen cents (\$3.14) per residence per month (based on 1600 residences). In the event of any annexation, the charge for service in any additional area shall be negotiated by the Town and Contractor.

12) MODIFICATION TO RATES.

The charges shall be adjusted annually to reflect changes in the cost of doing business as measured by the Consumer Price Index.

The monthly charge to the Town shall be adjusted annually to be effective July 1 of each calendar year, beginning July 1, 2012, based on the change in the CPI (Consumer Price Index). The CPI to be used is All urban consumers, U.S. City Average, All items published for March of the current year as compared to March of the previous year. .

In addition the Contractor may petition the Town for additional rate adjustments at reasonable times on the basis of unusual changes in its costs of operations, such as revised laws, ordinances, or regulations; or changes in the amount of processing required to market the materials.

The house count shall be adjusted on an annual basis, except in the case of annexation.

13) COMPENSATION.

The Contractor shall bill the Town for services rendered within ten days following the end of the month, and the Town shall pay the Contractor on or before the 25th day following the end of said month.

14) ROUTES AND SCHEDULES.

It shall be the responsibility of the residents to place their recyclable materials at the curbside before the approved starting hour. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each affected resident not less than one week prior to the change.

15) COMPLIANCE WITH LAWS.

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

16) INDEMNIFY.

The Contractor shall indemnify, save harmless, and exempt the Town, its officers, agents, servants, and employees from and against any and all 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 officers, agents, servants, and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act of the City, its officers, agents, servants, and employees.

17) INSURANCE.

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be for policy limits reasonably acceptable to the Town and before commencement of work hereunder, Contractor agrees to furnish the Town certificates of insurance to the effect that such insurance has been procured and is in force.

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Except Automobile	\$500,000 aggregate
Automobile Bodily Injury	\$500,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage	\$500,000 each occurrence
Liability	
Excess Umbrella Liability	\$3,000,000 each occurrence

18) ASSIGNMENT.

No assignment of the Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld, delayed or modified; in the event of any assignment, the assignee shall assume the liability of the Contractor.

19) BOOKS AND RECORDS.

The Contractor shall keep records of materials collected, and the Town may request and be provided with an opportunity to review all those records which in any way pertain to the Town. The Contractor shall provide monthly reports to the Town indicating weights of materials collected, and participation rates.

20) PERMITS AND LICENSES.

The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

21) MODIFICATION.

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

22) RIGHT TO REQUIRE PERFORMANCE.

The failure of the either party at any time to require performance by the other of any provisions hereof shall in no way affect the right of the party defaulting thereafter to enforce same. Nor shall any waiver by the either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of any provision or as a waiver of any provision itself.

23) NON-PERFORMANCE.

In the event either party shall fail to observe or perform any of the covenants or terms of the Agreement, the other party may give notice in writing of such default. In the event such default is not cured within thirty days from the date of such notice, the non-defaulting party may cancel this Agreement. Cancellation of this Agreement by the non-defaulting party shall not prevent said party from maintaining an action against the defaulting party for damages for such default or from pursuing such other legal remedies as may be available by reason of such default. Neither party shall be liable for non-performance or delay in performance for causes due to force majeure and without its fault or negligence. For purposes of this Agreement, force majeure is defined as cause beyond the control of the parties, including, but not limited to, acts of God; wars or civil commotion; destruction of facilities by fire, earthquake, or storm; labor strikes; epidemic; or failure of public facilities or common carrier. Notwithstanding the provisions of this paragraph, if at any time, while this Agreement is in force Contractor fails to or is unable for

cause to provide the service contemplated herein, the City shall have the right without payment or liability to Contractor to effect such other arrangements as it deems desirable during the Contractor's inability to perform

24) ILLEGAL PROVISIONS.

If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

25) EXCLUSIVIE CONTRACT.

The Contractor shall have an exclusive franchise, license and privilege to provide residential recyclable material collection and disposal services within the corporate limits for and on behalf of the Town to the designated residential units covered by this Agreement.

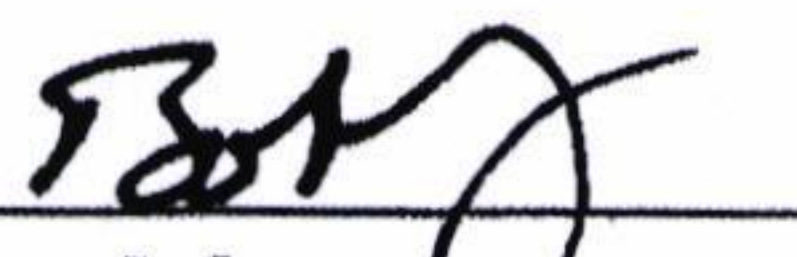
26) EFFECTIVE DATE.

This Agreement shall become effective and the Contractor shall begin collection of the recyclable materials as covered herein on July 1, 2011.

IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement by their duly authorized representatives:

TOWN OF SAWMILLS

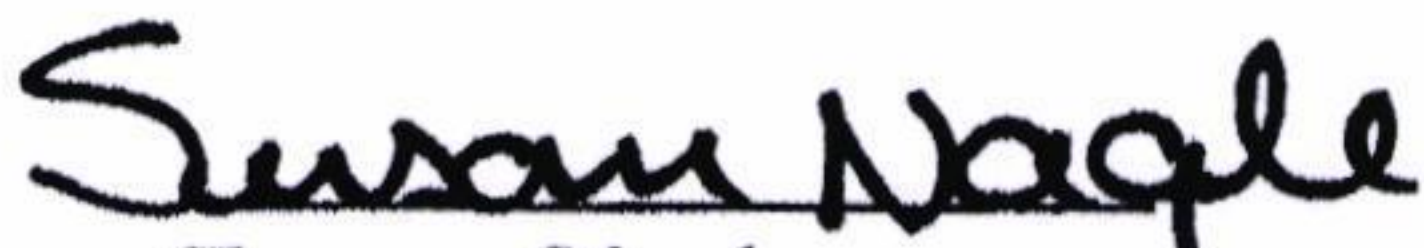
REPUBLIC SERVICES OF NORTH CAROLINA,
LLC, d.b.a GDS- HICKORY

By: 
Mayor

By: _____
Vice-President

ATTEST:

ATTEST:


Town Clerk

Sr. Area Municipal Services Manager

(CORPORATE SEAL)

(CORPORATE SEAL)



CONTRACT PROPOSAL

DATE: 6/9/2011

JOB NO: Sawmills Maintenance

PROJECT NAME: Town of Sawmills

GC/OWNER: Same

PROJECT DESCRIPTION: paving maintenance

PROJECT ADDRESS: Click here to enter text.

SCOPE OF WORK ATTACHMENT INCLUDED: NO

PLAN ATTACHED: YES – on file

The following information is based on information or drawings supplied to us. In order that we may accurately propose the work as described below we have estimated the square footage of the work involved. Due to variations in drawings, site conditions or changes made without our knowledge, we cannot guarantee the accuracy of the square footages proposed. The GC/owner is responsible for the actual installed square footage based on a square foot installed price. All installations will be measured prior to, and after the installation to determine the scope of work.

Carolina Bomanite Corporation proposes the following: Provide yearly maintenance of memorial paving.

To include area of paving installed as MicroTop XT.

Limited to: Including joint sealants, sealers, and small patch/repair as needed.

TOTAL COST OF YEARLY MAINTENANCE: \$250.00 (covers 2 years)

PRICE PER SQ. FT. (If applicable): NA

DOWN PAYMENT REQUIRED: NO (Established accounts only, credit report on file)

PROGRESS BILLING APPLIES: YES (Billed yearly)

TERMS: *A deposit is required on new accounts. Established accounts please remit PO, approval, or intent letter.*

Carolina Bomanite Corporation does not schedule ANY project for installation unless the terms of this contract are met in full including a signed copy of this agreement and the down payment requirement. Only then will we procure materials, and provide a schedule installation date.

Carolina Bomanite Corporation is only to be called to the job only when it is 100% ready for us to work. If our crews cannot work on arrival (EXCLUDING WEATHER CONDITIONS) the customer agrees to pay all travel expenses, and a mobilization fee of \$900 per day.

All billing will be progress, or on completion. All work in progress, completed to date, or materials purchased may be included in the progress billing. All accounts will be considered PAST DUE if payment is not received by the last day of the following month after the billing date. ALL WORK WILL CEASE OR STOP ON PAST DUE ACCOUNTS until payments are made current.

Continued

CONTRACT PROPOSAL

Carolina Bomanite Corporation - (CBC), Paving/Flooring Systems Terms and Conditions

CONCRETE INSTALLATIONS: If we are not forming and/or grading the project, a 3% overage on concrete will be allowed. Additional amounts will be billed to the customer at a rate of (cost of concrete + 50%) per cubic yard.

SUBBASE/SUBGRADE PREPARATION: All sub-base, and sub-grades should be prepared in accordance to guidelines set forth by ASTM/ACI for the type of paving system you have chosen. If these bases require certification, inspections or engineer approval, it is the responsibility of the GC/owner to secure these approvals prior to work commencing. Failure or cracking of the paving due to sub-base, sub-grade issues do not constitute a warranty condition.

PROTECTION: After installation, the GC/owner/customer agrees to protect the finished surface from damage. CBC will not be responsible for any damage after we leave the project.

RANDOM CRACKING, SHRINKAGE CRACKS: CBC cannot guarantee that the paving/flooring installation will not crack beyond prescribed isolation, construction, or sawcut joints. A joint schedule or drawing should be supplied by the Architect/Engineer. If one is not present, CBC will only make recommendations and we do not replace a qualified Architect or Engineer.

NATURAL VARIATIONS IN COLOR AND FINISH : Due to the unique characteristics of concrete and the natural ingredients used in its creation. CBC cannot guarantee an exact finish, color, or texture based on a sample, picture or comparison. If color is added to your concrete project, we cannot guarantee accuracy of the color due to these uncontrollable conditions. If we are adding pigments, dyes, or chemical reactive stains, the unique properties of these materials in relation to the slab, concrete we are applying them too further increase our inability to match, or produce exact matches to samples, pictures, or comparisons. Custom colors that have not been tested for concrete will require testing for compatibility and UV stability testing by our testing agency. Custom colors will have no warranty or guarantee due to the unique properties of the pigments used.

AGGREGATE EXPOSURE, AIR VOIDS, POLISHING: CBC cannot guarantee that there will be no aggregate exposure during the grinding, polishing process. Since we did not pour or finish the concrete, we cannot be assured of the flatness of the slab. Air voids, and/or spalled areas may require grouting or repair at an additional charge. These hidden conditions are not covered under this proposal and are not covered under warranty.

ARTISTIC CONSIDERATION: CBC will make every effort to install or finish your project within the "basis of design". Due to the characteristics of concrete, we may be forced to vary from the prescribed installation technique based on "best efforts" style of workmanship. Altering installation technique or process does not constitute a warranty condition. CBC reserves the right to modify techniques as required for ease of installation.

COLLATERAL STAINING OR DAMAGE: The process of chemically staining, coloring, dyeing, or pigmenting is inherently a difficult process due to the reactive properties of the chemicals used. It is advisable to refrain from installing, or applying fixtures or finishes that could be damaged by the installation process. CBC disclaims any damage to fixtures or finishes that would be damaged due to the close proximity of the work zone.

VAPOR EMISSIONS/TESTING: Unless previously completed, interior applications receiving a sealer membrane will be required to have a certified Vapor Emissions Test completed by a qualified testing authority. Seasonal changes, HVAC failure, water damage or building modifications that affect a finished floor sealer membrane are not covered under the workmanship warranty.

WORKING / SITE CONDITIONS: Reasonable site conditions must exist before we can install any architectural concrete process. Overhead lighting, controlled HVAC, high humidity, and excessive temps. are all items that will dramatically affect the products used. If these reasonable conditions do not exist, steps to correct will be taken and all charges billed to the GC/owner.

WARRANTY OR REWORK: See Scope of Work or attached warranty information sheet supplied on request. If we are repairing, or reworking existing work, no warranty applies. Best efforts, best methods process will be employed. Concrete surfaces not maintained under a service contract will wear over time and should be maintained on a regular basis. Damage or excessive wear will void any warranty provided.

I have read the following Contract Proposal, and attached documents. I understand the conditions and responsibilities and will comply as directed.

Approved by



Date

JUNE 21, 2011

STATE OF North Carolina
COUNTY OF Caldwell

**AGREEMENT FOR SERVICES
WITH LOCAL GOVERNMENT
"FIXED FEE" CONTRACT**

THIS AGREEMENT, made and entered into this 21st day of JUNE 2011 by and between the Town of Sawmills, a North Carolina Municipal Corporation, herein and after referred to as the Local Government and Benchmark CMR, Inc., a North Carolina Company located in Kannapolis, North Carolina.

WITNESSETH:

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 in the form of a predetermined fee of \$38,000 for services beginning on July 1, 2011 and thereafter until June 30, 2012. 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:** Upon the approval of this contract, Benchmark CMR, Inc. will invoice the Local Government for the predetermined fee prorated on a monthly basis, with the first payment being billed approximately one (1) month after the signed contract is received. The Local Government shall compensate Benchmark CMR, Inc. for services performed within fourteen (14) 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 any event, either party has the right to terminate this Contract at anytime upon thirty (30) days advance written notice. In such event, all finished or unfinished documents, data,

studies, surveys, drawings, maps, models, photographs and reports prepared by Benchmark CMR, Inc. 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 equitable compensation on a pro-rated monthly basis 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 exist 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.

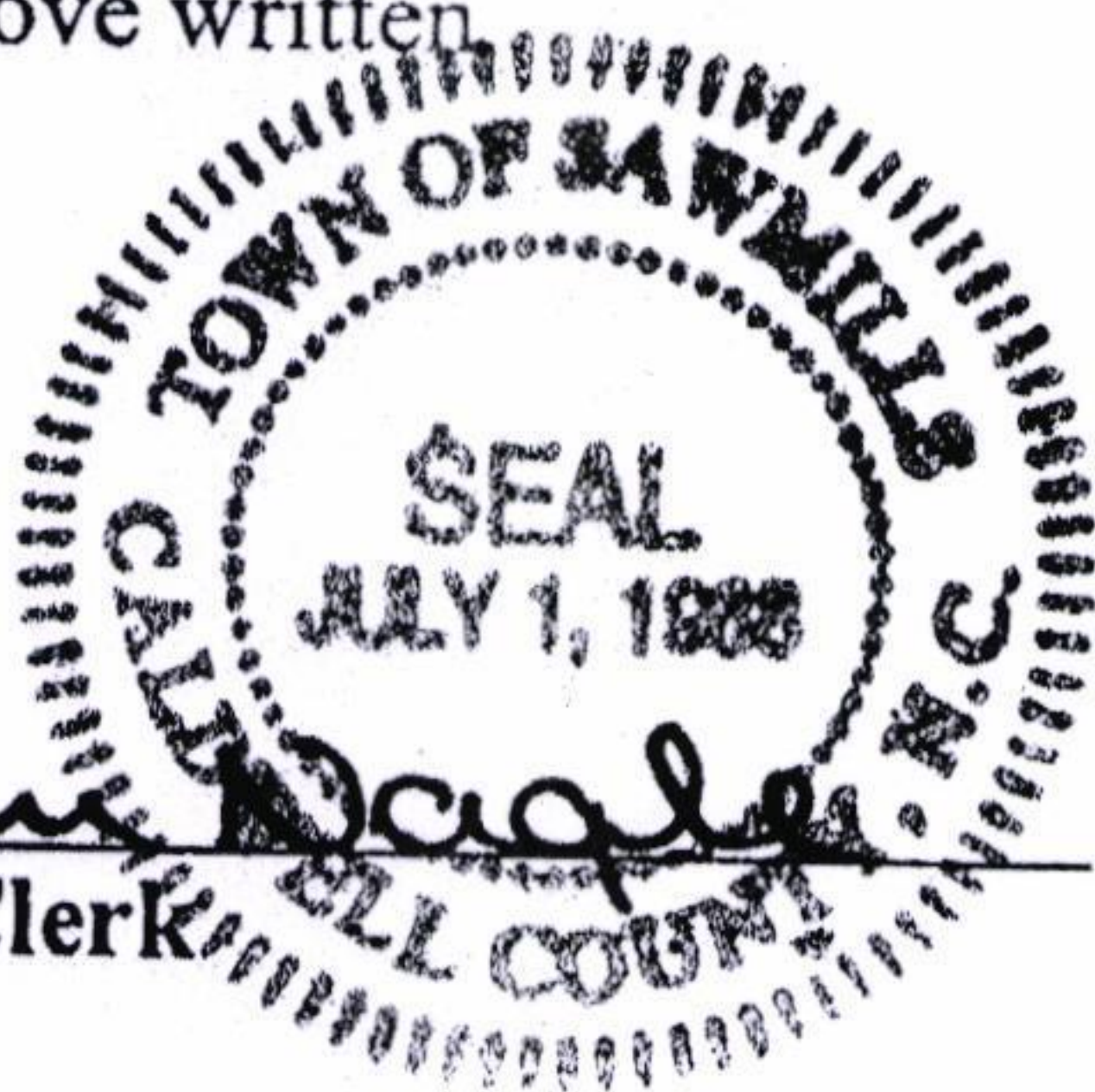
9. **FEDERAL AND STATE COMPLIANCE:** Benchmark CMR, Inc. acknowledges responsibility for compliance with any and all applicable corporate, partnership or individual taxation laws. Benchmark CMR, Inc. shall pay all applicable taxes and insurance premiums stipulated by applicable law and shall hold harmless 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 with Local Government being named an additional insured 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.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

ATTEST


Susan Nagle
Signature Clerk

TOWN OF SAWMILLS

BY:

Bob Gibbs
Signature - Bob Gibbs

SUSAN NAGLE
Print or Type name

Mayor
Title

This instrument has been pre-audited in a manner required by applicable law.

Kevin Clark
Finance Officer

ATTEST

BENCHMARK CMR, INC.

Signature

BY: _____

Signature

Date

Date

Richard B. Smith
Name

Gary M. Wilson
Name

Executive Vice President
Title

President
Title

SCOPE OF SERVICES

Town of Sawmills PLANNING AND CODE ENFORCEMENT SERVICES

Benchmark CMR, Inc. will provide planning and code enforcement for the Town of Sawmills for Fiscal Year 2012, specifically the period beginning July 1, 2011 and ending June 30, 2012. 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 a weekly basis for the amount agreed upon up front. We will provide a planner to the Town on a weekly basis for up to eight hours in the Town offices.
- Under this agreement, one of our planners will pull office hours from the Town Hall on a weekly basis for one full day per week for the entire fiscal year. The day of week can be a set day of week or can be flexible as per the Town's needs and as coordinated with our office.
- The office hours will be adjusted to accommodate Planning Board and other Board meetings as they occur.
- Planners from our office will be available other days of the week to provide these services on an as needed, on-call basis
- With this scenario one of our planners will be available to the Town with regular office hours offered up to eight hours per week.

Code Enforcement Services

- Provision of a Code Enforcement Officer to enforce violations of the Town's existing codes along with any other ordinances which are mutually agreed upon by the Town and Benchmark CMR, Inc.
- Benchmark will provide a Code Enforcement Officer to the Town on a weekly basis for the amount agreed upon up front. We can provide a Code Enforcement Officer to the Town on a weekly basis for up to eight hours in the Town, with a mix between Town office time and field review time within the Town's limits.
- Under this agreement, one of our code enforcement officers will pull office hours from the Town Hall on a weekly basis for one full day per week for the entire fiscal year. The day of week can be a set day of week or can be flexible as per the Town's needs and as coordinated with our office.
- The office hours will be adjusted to accommodate Board meetings as the need occurs.
- Code Enforcement Officers from our office will be available other days of the week to provide these services on an as needed, on-call basis

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.

Additionally, the Town will have, as a result of using our firm's services, the support and knowledge depth of other experienced staff members on our team being available to the Town and the Planner and Code Enforcement Officer for assistance as needed.

**BUDGET AMENDMENT
TOWN OF SAWMILLS
GENERAL FUND**

The Town Council of the Town of Sawmills at a meeting, on the 21st day of June, 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.

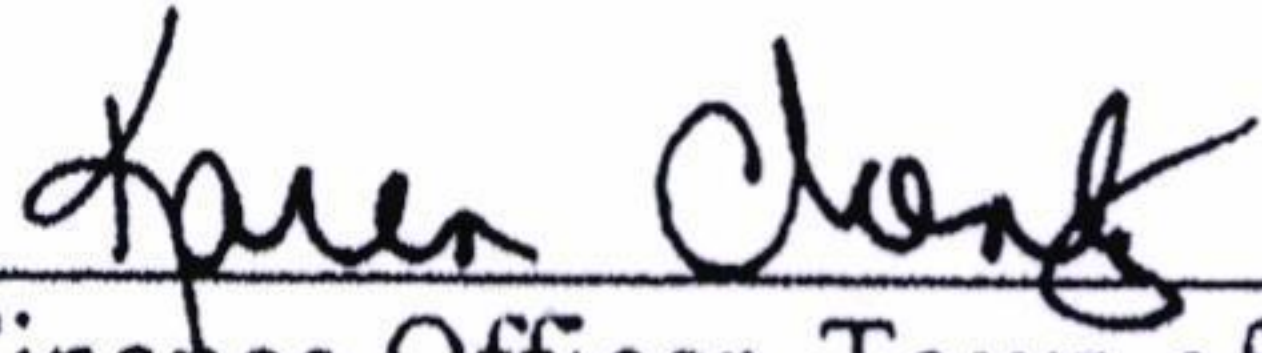
		<u>Original Budget</u>			<u>New Budget</u>
<u>Governing Body</u>		<u>Amount</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amount</u>
1-10-4110	Donations	3,000	1,600		4,600
1-10-4515	Town Promotion	0	<u>2,000</u>		2,000
1-10-4131	Travel/Schools	4,000		2,000	2,000
1-10-4111	Board of Elections	4,000		<u>1,600</u>	2,400
	Total		3,600	3,600	
 <u>Administration</u>					
1-20-4119	Legal Fees	25,000	25,000		50,000
1-20-4121	Architect Fees	12,500	65,300		77,800
1-20-4151	Capital Outlay	5,700	1,800		7,500
1-20-4170	Bank Service Charge	2,750	2,600		5,350
1-20-4181	Town Website	750	500		1,250
1-20-4760	Contract Services	5,000	<u>1,600</u>		6,600
	Total		96,800		
1-20-4270	Debt Service	100,000		96,800	3,200
 <u>Planning</u>					
1-45-4530	Planning Contract	800	2,000		2,800
1-46-4133	Utilities	11,000		2,000	9,000
 <u>Parks/Rec</u>					
1-46-4120	Engineering	23,000	6,000		29,000
1-46-4133	Utilities	9,000	2,500		11,500
1-46-4225	Fuel	2,000	700		2,700
	Total		9,200		
1-46-4151	Capital Outlay	420,000		9,200	410,800
 <u>Streets & Hwys</u>					
1-50-4120	Engineering	4,000	50,000		54,000
1-50-4151	Capital Outlay	390,000		50,000	340,000

Explanation: Unexpected costs have resulted in the listed items to be over budget. However, there are items which are well below the budgeted amount and these monies can be transferred to offset the costs.

Passed, by majority vote of the Town Council of the Town of Sawmills, on the 21st day of June, 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

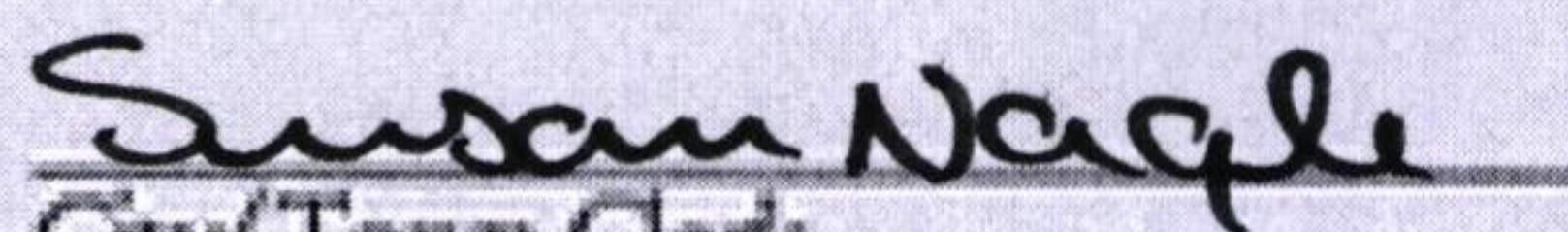
**TOWN OF SAWMILLS
RECYCLING REWARDS PROGRAM
OFFICIAL RULES**

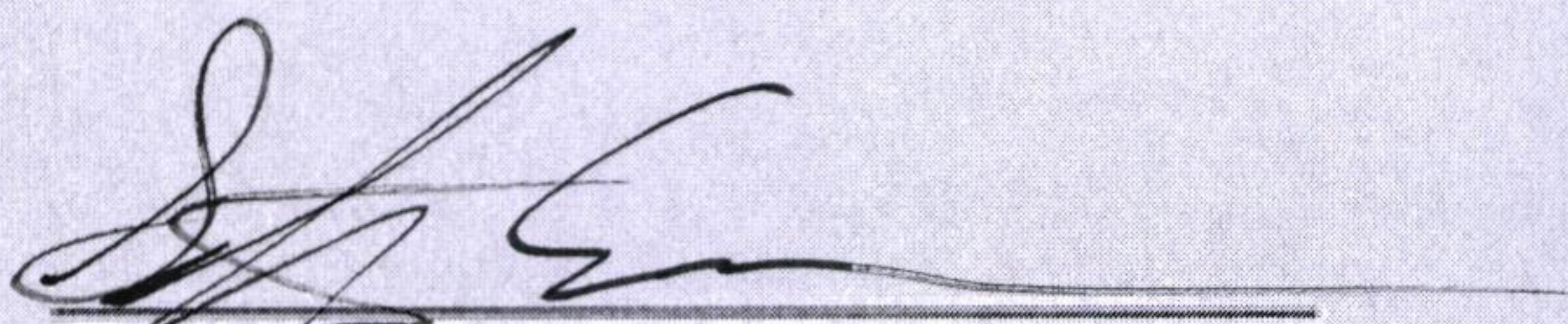
1. **ELIGIBILITY.** This Recycling Rewards Program is open to all Town of Sawmills sanitation customers who participate in the Town's curbside recycling collection service.
2. **ENTRY.** To participate, simply recycle at home using your red bin. Put your recyclables at the curb each week by the designated pickup time. By participating, entrants agree to abide by these rules. All winners will be asked to sign a liability release which grants the Town, its partners and advertisers the right to use and publish winner's photo, proper name, voice, opinions, and biographical information without further permission, notice or additional compensation. The Town is not responsible for lost recycling bins, or for any error, human, technical or otherwise, which may occur in the processing of reward program prizes.
3. **PRIZES.** Each month (1) customer name/address will be randomly picked and checked to see if they are recycling. If the randomly selected customer is found to **not** be recycling, then a new customer will be chosen. The first person caught recycling is awarded a twenty-five dollar (\$25.00) cash voucher that is credited toward their solid waste bill. At the end of each calendar year, all the monthly winners' names are placed into a hat, and one is drawn to receive a grand prize, consisting of a one hundred dollar (\$100.00) cash prize and an eco-friendly gift basket.
4. **MISCELLANEOUS.**
 - a. Each Address can only win (1) monthly prize per year.
 - b. There will be only one monthly winner each month.
 - c. The Town does not promote or endorse any companies or prize products.
 - d. The Town of Sawmills reserves the right to change official rules, which will become effective upon posting of rules changes on the Town's web site

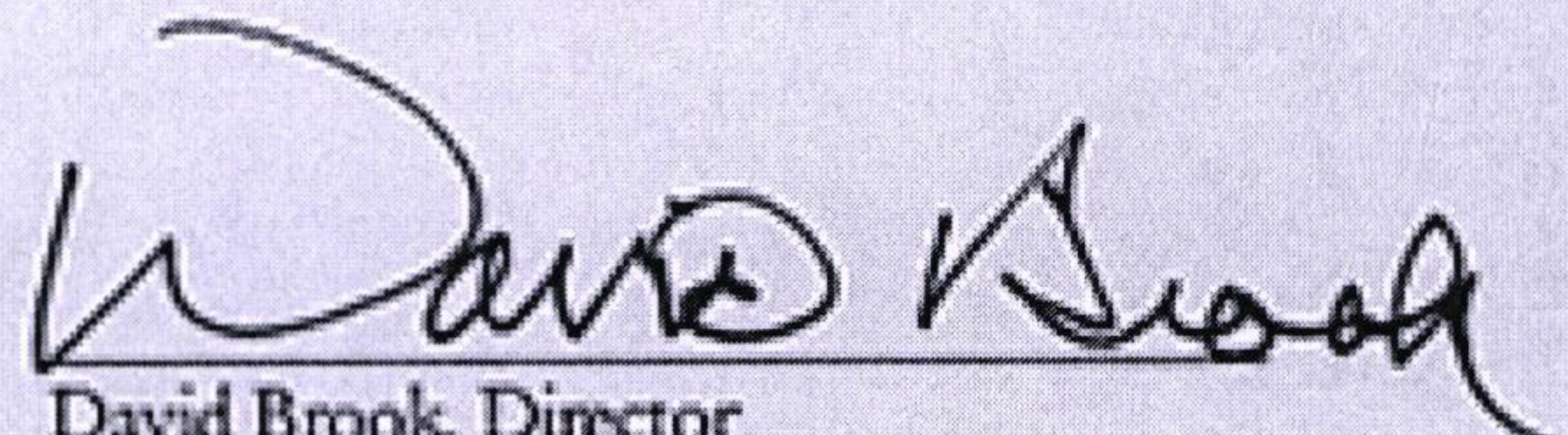
MUNICIPAL Records Retention and Disposition Schedule

The records retention and disposition schedule and retention governing the records series listed herein are hereby approved. In accordance with the provision of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

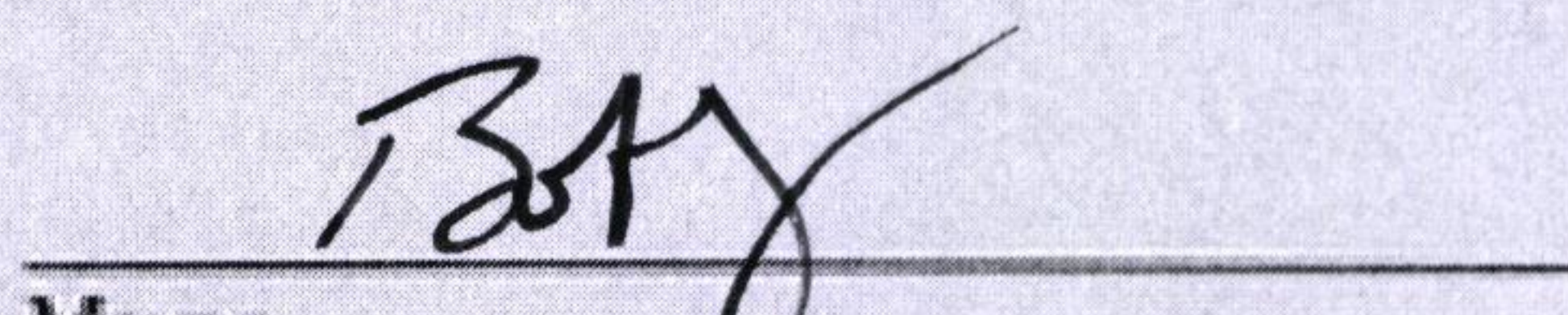
APPROVAL RECOMMENDED

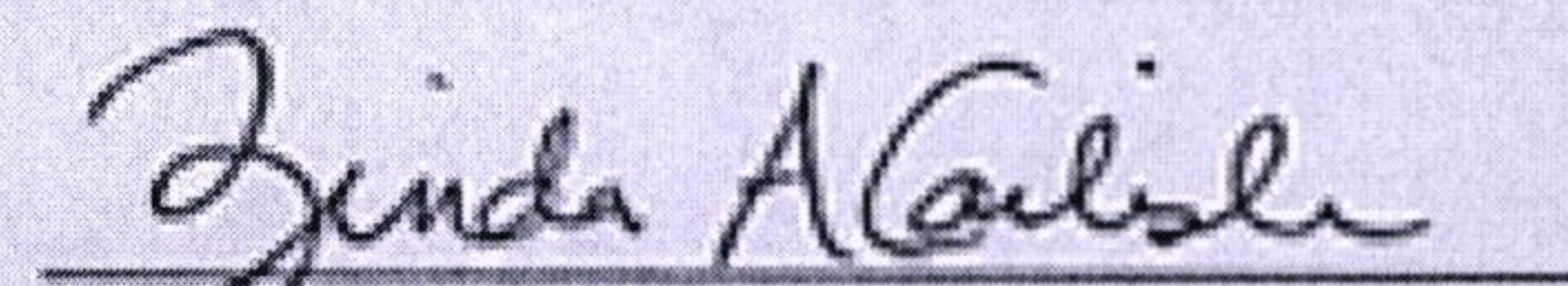

City/Town Clerk


Chief Administrative Officer/
City Manager


David Brook, Director
Division of Historical Resources

APPROVED


Mayor


Linda A. Carlisle, Secretary
Department of Cultural Resources

May 19, 2009

Municipality: TOWN OF SAWMILLS

TOWN OF SAWMILLS STANDING TOWN COUNCIL COMMITTEES FOR 2011
(Updated as of June 21, 2011)

PUBLIC WORKS COMMITTEE

Roadways and Streets
Water Resources
Wastewater
Drainage
Right-of-ways
Solid Waste

Chair- Donnie Potter
Member- Joe Norman

PARKS AND RECREATION COMMITTEE

Parades, Festivals and Special Events
Civic Organizations

Chair- Donnie Potter
Member- Joe Wesson

PLANNING AND DEVELOPMENT COMMITTEE

Land Use Regulations
Zoning
E.T.J.

Chair- Gerelene Blevins
Member- Joe Wesson

LAW AND FINANCE

Administration
Budget Appropriations
Audit Performance
Public Health & Safety

Chair- Beverly Fry
Member- Gerelene Blevins

INTERGOVERNMENTAL COMMITTEE

W.P.C.O.G.
N.C.L.M.
Community Colleges
Chamber of Commerce
Institute of Government
Intergovernmental (County/State)

Chair- Donnie Potter
Member- Joe Norman

ARCHITECTURAL REVIEW COMMITTEE

Joe Norman
Beverly Fry

PERSONNEL COMMITTEE

Gerelene Blevins
Donnie Potter

TOWN BEAUTIFICATION COMMITTEE

Gerelene Blevins
Beverly Fry

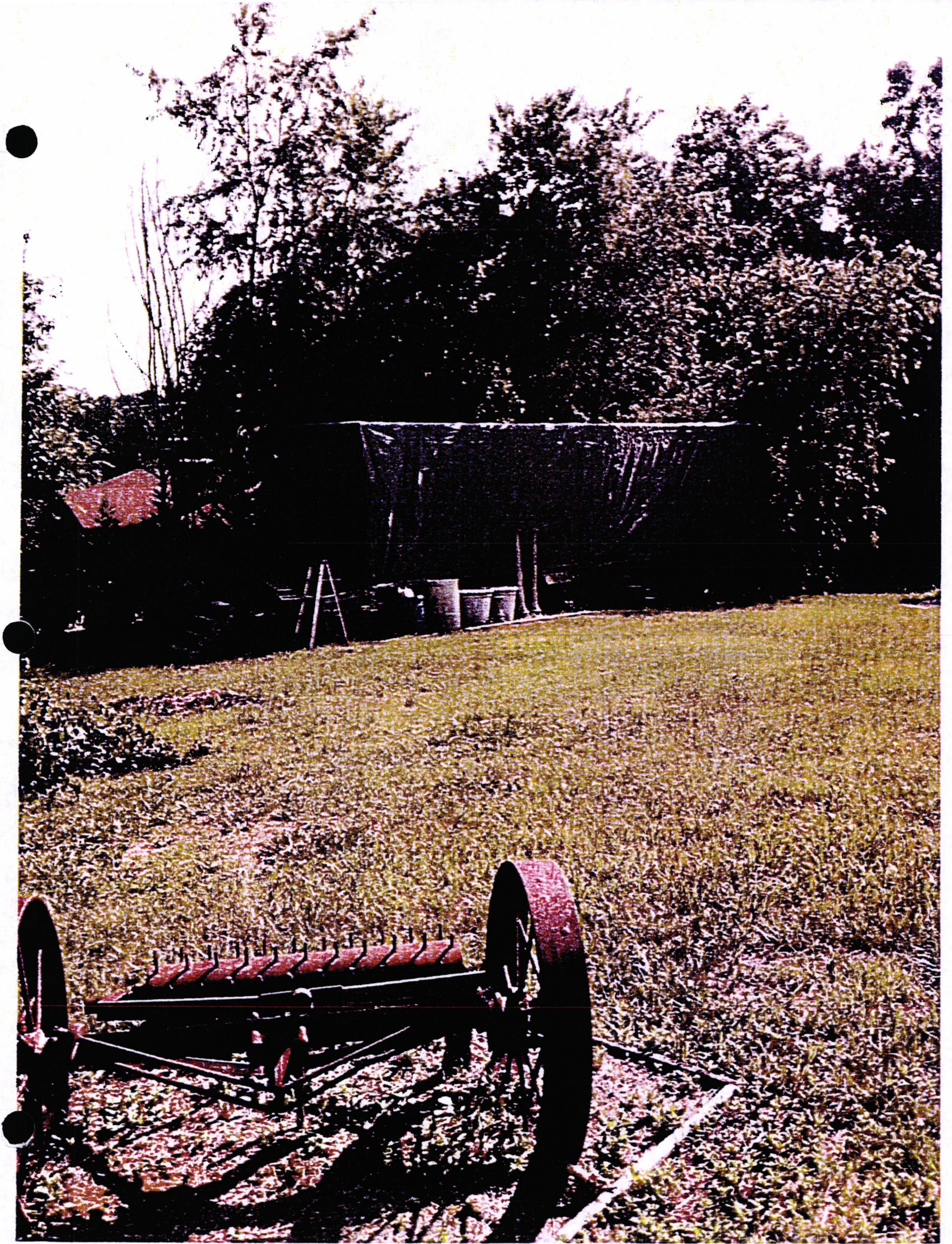
IDENTITY THEFT COMMITTEE

Beverly Fry
Gerelene Blevins

ORDINANCE REVIEW COMMITTEE

Beverly Fry
Joe Norman

****Mayor Bob Gibbs is a member of all standing committees.**



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 continues remove trash after work nearly daily. Bordering property owners have expressed positive remarks. Monitor
11/1/2010	MVO11-01	4228 US Hwy 321A	Arnold Wilson	Progress seems to have stopped. Additional civil citations to be issued then court action expected. Monitor
11/1/2010	HC11-03	4476 Sawmills Sch. Rd.	Acie Spade	Met with Building Inspectors who agreed to disconnect the electricity. Deadline to demolish/repair house June 23rd. Monitor
11/1/2010	HC11-01	2553 Baker Circle	Ralph and Ether Miller	Owner 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 until after July 1. Monitor
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	House has been demolished. Closed Case
11/8/2010	PN11-08	4476 Villa Lane	John Greene	Owner plans to cover junk vehicle in the coming week or so and remedy all Public Nuisance violations. Case on hold as appeal to be decided.
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. More action possible after July 1.
12/8/2010	MVO11-02	1747 Cajah Mtn. Rd.	Donald Street	Good progress in removing junk vehicles with some being repaired. Monitor
12/8/2010	MVO11-04	4347 US HWY 321-A	Wilson	Most junk vehicles removed. Inspection due. Monitor

Code Enforcement Monthly Report

Opened	Case Number	Property Address	Owner or Occupant	Status or Comments
12/15/2010	PN11-10	1551 Cahah Mtn. Rd.	Dean and Billy Tolbert	Reportedly property has been sold. Some debris remains on the property. Monitor
1/5/2011	PN11-11	1529 Lafayette	Dorman Little	Debris removed from the property. Also, junk vehicle removed from property. Closed Case
2/25/2011	PN11-16	2511 Baker Circle	Steve and Mary Hand	Dilapidated out-building removed. More clean up to be done. Monitor
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	Junk vehicle removed. Closed Case
3/9/2011	PN11-22	4478 Rual Drive	Joseph and Yvonne Williams	Deadline to clean property of a dilapidated out-building and trash has passed. Clean up to be done by town contractor after July 1.
3/30/2011	MVO11-06	2714 Villa Woods	Clyde Cogdell	Junk Vehicle covered. Closed case.
3/30/2011	MVO11-05	4487 Diamond Street	Troy Wilson Jr.	Deadline to repair house is late August. Monitor
4/13/2011	PN11-26	4103 Gatewood Drive	Garry Annas	Fire damage mobile home removed. Closed Case
4/20/2011	MVO11-07	4174 Hwy 321-A	David Graham	Junk vehicle removed. Closed Case
5/4/2011	PN11-30	4396 Duncan Drive	Fred and Gerldine Wood	House partly demolished. Monitor
5/11/2011	PN11-32	4441 Rual Drive	Pedro Adrian	Property mowed. Closed Case
5/11/2011	PN11-33	2533 Baker Circle	HUD	Notice sent due to high grass on the property
5/11/2011	PN11-31	4605 Sawmills School Rd	G. W. Wilson	Open storage of tires removed. Closed Case
5/11/2011	PN11-33	2533 Baker Circle	Sec. of Hsing and Urban Dev.	Property mowed by contractor. Awaiting invoice to file the lien
5/18/2011	PN11-36	Lot between 2318 and 2316 Ellen St.	Branch Banking	Property to be mowed by the bank. Monitor

Code Enforcement Monthly Report

Opened	Case Number	Property Address	Owner or Occupant	Status or Comments
5/25/2011	PN11-38	4115 and 4117 Ardmore Ln.	Lewis Gragg	Owner agrees to demolish dilapidated houses. Monitor
6/8/2011	Z11-03	3062 Eli Ln.	Stat Inc.	Letter sent making owner aware that a permit is needed for a new outbuilding on the property
6/13/2011	PN11-39	5804 Kaylee Ann Dr.	Julie Styles	Notice sent due to high grass on the property

Tony W. Cline
Code Administrator

Prepared June 12, 2011

Town of Sawmills

Summer Newsletter

"Biggest Little Town in the Foothills"

June 2011

Welcome

Message from the Town Administrator

Seth Eckard
Town Administrator

Late spring brought with it severe thunderstorms in Sawmills that not only knocked down trees and branches, but power lines as well. Public Works' crews worked diligently to clean up brush around our Town and I want to recognize all of their hard work. The fiscal year 2011 – 2012 budget is complete and I believe to have been a great process. This is a fiscally conservative budget that ensures a high level in the quality of the services delivered. I want to thank every citizen who stopped by and spoke with myself, the Mayor and the rest of Council. Your input was vital during the budget process and I encourage those who didn't participate this year to do so next year. One thing to keep in mind is that the City of Lenoir

continued on page 2

INSIDE THIS ISSUE

- 1 Welcome
- 1 Veteran's Memorial Name Engraving
- 2 Yard of the Month
- 2 Engineering Update
- 2 Social Media
- 2 Sawmills Community Optimist
- 2 Pets



Veteran's Memorial Name Engraving

Applications are still available at Town Hall for those wishing to honor loved ones or friends who have served in the armed forces. The cost is \$25.00 per name. Each engraving is limited to a maximum of 18 characters. These 18 characters include spaces, periods and all other symbols. Cutoff date is June 30th each year so that names will be engraved in time for the November Veteran's Day Dedication Service. Names are engraved on a first-come, first-served basis and will appear on the monument in the order received. The monument will only be engraved once a year. If you have any questions, please call Town Hall at (828) 396-7903.

has raised their water and sewer rates this year and the Town absorbed the extra costs due to continued economic recession and high unemployment in our community. We will have to look at adjusting water and sewer rates in the fiscal year 2012 – 2013 budget.

Yard of the Month

Sawmills now offers a Yard-of-the-Month program! The goal of this 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. Rules and regulations alongside recent winners can be found on the Town's website and Facebook page. Please contact Town Hall with nominations.

Social Media

The Town has made significant updates to its website recently at www.townofsawmills.com. Please follow and "like" us on Facebook as well!!!

Farmers Market

If you have not had a chance to come by and visit your new Sawmills Farmers Market you are missing out! During the grand opening we had 14 vendors and over 600 patrons come by and buy locally grown produce and crafts. As the growing season heats up, we anticipate even more vendors for you to select from. Eat healthy and save money. Come out and support your local farmers' market today! The Sawmills Farmers Market is open every Tuesday from 3pm until 7:30pm on the grass lot directly across from the Sawmills Fire Department.

Engineering Update

Road resurfacing projects for Freedom Ln and Millrace should be completed by early July. Bids are set to be approved for the Loye Ln resurfacing project during July's Council meeting. Engineering work has been completed for drainage issues on Bucks Dr. with bids anticipated to go out in late June. Engineering work is set to begin shortly for drainage issues on Baird Dr.

Sawmills Community Optimist

Your brand new baseball fields have been in full use this spring and summer. Sawmills Community Optimist has done an outstanding job running the Town's ball programs. As the spring programs wind down, fall baseball will be on the horizon. Please contact the Optimist Club President, Mickey Summerlin, at micksummerlin@msn.com.

Pets

Stopping pet overpopulation starts with you! Spaying or neutering your pet is an important decision for pet owners. As animal lovers who value our pets, it is important to understand the impact of this decision. In every community, in every state, there are homeless animals. In the U.S. as a whole, there are an estimated 6-8 million homeless animals entering animal shelters every year. About half of these animals are adopted, and tragically, the other half are euthanized. These are healthy, sweet pets that would have made great companions.

A message from the Code Enforcement Department

As the growing season is among us and other outdoor activities pick up, please be aware that the following rules apply to private and commercial property...

- Grass, weeds and overgrowth must not exceed 18 inches on properties cleared for development. Naturally wooded undeveloped lots, any ornamental shrubs, flowers or vegetable plants are exempt. Some exemptions do apply for bona fide farm land.
- Any accumulation of trash and/or garbage which is the result of the absence of or overflowing or improperly closed trash or garbage containers is not allowed.
- Any accumulation in an open place of hazardous or toxic chemicals is not allowed.
- Open storage or discarding of combustible items such as mattresses, boxes, paper, trash, or objects of a like nature are not allowed.
- Any object or condition that threatens to cause a fire hazard, causes or threatens to cause the inhabitation of rats, mice, snakes, mosquitoes, or vermin prejudicial to the public health is not allowed.
- Open storage of indoor furniture, appliances, building materials (except for permitted construction projects), or similar items is not allowed.
- Any condition that violates the Caldwell County Health Department rules and regulations is not allowed. More information can be found at:
<http://www.caldwellcountync.org/caldwell-county-nc-departments/health-department-2/>
- Any condition that blocks or obstructs the natural flow of branches, streams, creeks, ditches, or drains that may cause standing water to accumulate is not allowed.

If you would like to report any of the above conditions on a property, please call Town Hall at (828) 396-7903. Please have the address of the property, the violation, or be prepared to give a bordering property address for reference. Property owners with code violations will be issued a notice and a 10 day time period will be allowed for the property to be brought into compliance. Following the 10 day allowance, a contractor may be sent to abate any violations and a lien and/or a civil penalty will be levied against the property and/or property owner.

**TOWN OF SAWMILLS
RECYCLING REWARDS PROGRAM
OFFICIAL RULES**

1. **ELIGIBILITY.** This Recycling Rewards Program is open to all Town of Sawmills sanitation customers who participate in the Town's curbside recycling collection service.
2. **ENTRY.** To participate, simply recycle at home using your red bin. Put your recyclables at the curb each week by the designated pickup time. By participating, entrants agree to abide by these rules. All winners will be asked to sign a liability release which grants the Town, its partners and advertisers the right to use and publish winner's photo, proper name, voice, opinions, and biographical information without further permission, notice or additional compensation. The Town is not responsible for lost recycling bins, or for any error, human, technical or otherwise, which may occur in the processing of reward program prizes.
3. **PRIZES.** Each month (1) customer name/address will be randomly picked and checked to see if they are recycling. If the randomly selected customer is found to **not** be recycling, then a new customer will be chosen. The first person caught recycling is awarded a twenty-five dollar (\$25.00) cash voucher that is credited toward their solid waste bill. At the end of each calendar year, all the monthly winners' names are placed into a hat, and one is drawn to receive a grand prize, consisting of a one hundred dollar (\$100.00) cash prize and an eco-friendly gift basket.
4. **MISCELLANEOUS.**
 - a. Each Address can only win (1) monthly prize per year.
 - b. There will be only one monthly winner each month.
 - c. The Town does not promote or endorse any companies or prize products.
 - d. The Town of Sawmills reserves the right to change official rules, which will become effective upon posting of rules changes on the Town's web site

Fact Sheet for Town of Sawmills Budget FY11-12

1. BUDGET TIME PERIOD

Town of Sawmills must adopt a balanced budget by June 30, 2011. The budget covers period July 1, 2011 to June 30, 2012

2. REVENUE SOURCES

The majority of the Town's revenues come from two sources:

- Sales tax = 36% [we anticipate about \$739,098 FY 11/12 but we have to give \$400,000 to Caldwell County for economic development purposes]
- Property tax = 22% [land and automobiles]

Other revenue sources: Powell Bill, Fund Balance Appropriations, Sanitation Fees, etc.

3. PROPERTY TAXES

Sawmills has the lowest tax rate in the County with 20 cents per \$100 valuation

Comparison Towns

Hudson	37 cents per \$100
Granite Falls	42 cents per \$100
Lenoir	54 cents per \$100 (and an extra 25 cents for downtown business)

4. EXPENDITURES

The largest expenditure changes year to year depending on the Council's priorities. For instance, FY 09/10 and FY 10/11 Parks and Recreation had the largest budget.

The two largest expenditures by department in FY 11/12 are:

- Streets and Highways 25%
- Administration – 18% [insurance, repairs to Town Hall, attorney fees, wages]

5. REPAYING LOAN

The Town of Sawmills must repay \$77,000 in FY 11/12 for the garbage truck. Beginning FY 12/13 the town will have zero debt

6. RESPONSE TO TOUGH TIMES

- Drawing down fund balance (The Town's emergency money): a steady decline over the last 3 years in order to maintain services with lower revenue
- Bought an automated garbage truck (saved on insurance and brought two people off the back of the garbage truck)
- More efficient use of personnel in public works (reduced workforce by one position)

7. BUDGET DECISION MAKING:

The Mayor cannot veto the budget. The budget is decided by majority vote of the Town Council. The Mayor or the Town Administrator cannot make major changes after the budget is passed: only a majority of the Town Council can change the budget during July 1, 2011 to June 30, 2012 time period.

Facility/System Name: Town of Sawmills Wastewater collection Dept.
Responsible Entity: Town of Sawmills
Person in Charge/Contact: Steve Coonse
Applicable Permit(s): WQCS00318

Description of Collection System or Treatment Process:

The Town of Sawmills Wastewater Collection System presently has approximately 390 sewer connections, and approximately 53,491 linear feet of gravity sewer line and 13,587 feet of pressure sewer line. Presently, wastewater is treated by the City of Lenoir at the Gunpowder Treatment Plant.

The Town of Sawmills Wastewater Collection System performance for fiscal year July, 2010 through June, 2011.

Sawmills Wastewater Collection System has had no violations or illegal discharges during fiscal year July, 2010 through June, 2011.

This report has been made available to users or customers of the system by having copies available at the Sawmills Town Hall, 4076 U.S. Hwy 321-A Sawmills, NC 28630. The Customers were also notified of this report by mail.

I certify under penalty of law that this report is complete and accurate to the best of my knowledge. I further certify that this report has been made available to the users or customers of the named system and that those users have been notified of its availability.

Steve Coonse
Steve Coonse
Wastewater/System Collection ORC
Town of Sawmills

6-2-2011
Date

DID YOU KNOW?

Most Sanitary sewer backups occur between your home and the town's sewer main.

You can prevent a costly and unsanitary overflow by following a few simple steps.

In an effort to reduce the potential for Sanitary Sewer Overflows, the Public Works Staff of the Town of Sawmills, N.C. has compiled the following information to help educate our water and sewer customer concerning the best management practice for the disposal of house Fats, Oils, and Greases.

Each year thousands of gallons of untreated sewage are spilled from collection systems throughout the state of North Carolina because of poor management practices in commercial as well as residential disposal of fats, oils, and greases.

Fats, oils, and greases introduced to sanitary sewers will result in substantial accumulation to the point of blockage and result in overflow of untreated sewage. Each reported sanitary sewer overflow could result in our community being fined by the Division of Water Quality. Those fines as to the Utility must be paid from user fees.

It is the goal of the Utility to have no sanitary sewer overflow to report from our collection system. This is possible only with the help of our customers. Your cooperation will be appreciated.

If you have any questions please contact Mr. Ronnie Coffey, Director of Public Works or Mr. Steve Coonse, Assistant Director of Public Works at (828) 396-7903.

Please Report Broken or Damaged Clean Out Caps

The Town of Sawmills wants your help in the location of any sewer clean outs that might be broken, missing or damaged in any way.

Sewer clean outs are generally recognized as white 4" PVC pipes with a cap located in the immediate area of the city sewer. They can be damaged by cars and lawn mowers.

The Town of Sawmills greatly appreciates your help in locating these clean outs so that they may be properly repaired.

Please call (828) 396-7903 to notify us of damaged clean outs.

Thank you,
Town of Sawmills
Sewer Department

2010 Annual Drinking Water Quality Report

Town of Sawmills

PWS ID# 01-14-040

We are pleased to present to you this year's Annual Drinking Water Quality Report. This report is a snapshot of last year's water quality. Included are details about from where your water comes, what it contains, and how it compares to standards set by regulatory agencies. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water and to providing you with this information, because informed customers are our best allies. If you have any questions about this report or concerning your water, please contact Steve Coonse at 828-396-7903. We want our valued customers to be informed about their water utility. If you want to learn more, please attend any of our regularly scheduled meetings. They are held on the third Tuesday of each month at the Town Office.

What EPA Wants You to Know

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbiological contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Town of Sawmills is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife; inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming; pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses; organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems; and radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

When You Turn on Your Tap, Consider the Source

We are a purchase water system. Our water is purchased from the City of Lenoir. The water is drawn from Lake Rhodhiss and is treated at the City of Lenoir Water Plant.

Maximum Residual Disinfection Level Goal (MRDLG) – The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Maximum Residual Disinfection Level (MRDL) – The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Contaminant Level (MCL) - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal (MCLG) - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Extra Note: MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect.

TOWN OF SAWMILLS TEST RESULTS

Lead and Copper Contaminants

Contaminant (units)	Sample Date	Your Water	# of sites found above the AL	MCLG	MCL	Likely Source of Contamination
Copper (ppm) (90 th percentile)	August 2008	0.214	0	1.3	AL=1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (ppb) (90 th percentile)	August 2008	<3.0	0	0	AL=15	Corrosion of household plumbing systems; erosion of natural deposits

Disinfectants and Disinfection Byproducts Contaminants

Contaminant (units)	MCL/MRDL Violation Y/N	Your Water (AVG)	Range Low High	MCLG	MCL	Likely Source of Contamination
TTHM (ppb) [Total Trihalomethanes]	N	46.5	28 68	N/A	80	By-product of drinking water chlorination
HAA5 (ppb) [Total Haloacetic Acids]	N	32.25	19 52	N/A	60	By-product of drinking water disinfection
Chlorine (ppm)	N	0.99	0.47 1.27	MRDLG = 4	MRDL = 4	Water additive used to control microbes

WATER PURCHASED FROM THE CITY OF LENOIR TEST RESULTS

Microbiological Contaminants

Contaminant (units)	MCL Violation Y/N	Your Water	MCLG	MCL	Likely Source of Contamination
Total Coliform Bacteria (presence or absence)	N	A	0	5% of monthly samples are positive	Naturally present in the environment
Fecal Coliform or E. coli (presence or absence)	N	A	0	0 (Note: The MCL is exceeded if a routine sample and repeat sample are total coliform positive, and one is also fecal coliform or E. coli positive)	Human and animal fecal waste

Turbidity - Systems with population >10,000

Contaminant (units)	MCL Violation Y/N	Your Water	MCLG	MCL	Likely Source of Contamination
Turbidity (NTU)	N	.20	N/A	TT = 1 NTU	Soil runoff
		100%		TT = percentage of samples ≤ 0.3 NTU	

* Turbidity is a measure of the cloudiness of the water. We monitor it because it is a good indicator of the effectiveness of our filtration system. The turbidity rule requires that 95% or more of the monthly samples must be less than or equal to 0.3 NTU.

Lead and Copper Contaminants

Contaminant (units)	Sample Date	Your Water	# of sites found above the AL	MCLG	MCL	Likely Source of Contamination
Copper (ppm) (90 th percentile)	August 2010	0.212	0	1.3	AL=1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

Source Water Assessment Program (SWAP) Results

The North Carolina Department of Environment and Natural Resources (DENR), Public Water Supply (PWS) Section, Source Water Assessment Program (SWAP) conducted assessments for all drinking water sources across North Carolina. The purpose of the assessments was to determine the susceptibility of each drinking water source (well or surface water intake) to Potential Contaminant Sources (PCSs). The results of the assessment are available in SWAP Assessment Reports that include maps, background information and a relative susceptibility rating of Higher, Moderate or Lower.

The relative susceptibility rating of each source for Town of Sawmills was determined by combining the contaminant rating (number and location of PCSs within the assessment area) and the inherent vulnerability rating (i.e., characteristics or existing conditions of the well or watershed and its delineated assessment area). The assessment findings are summarized in the table below:

Susceptibility of Sources to Potential Contaminant Sources (PCSs)

Source Name	Susceptibility Rating
City of Lenoir (Lake Rhodhiss)	Higher

The complete SWAP Assessment report for Town of Sawmills may be viewed on the Web at: <http://swap.deh.enr.state.nc.us/swap/>. Note that because SWAP results and reports are periodically updated by the PWS Section, the results available on this web site may differ from the results that were available at the time this CCR was prepared. If you are unable to access your SWAP report on the web, you may mail a written request for a printed copy to: Source Water Assessment Program – Report Request, 1634 Mail Service Center, Raleigh, NC 27699-1634, or email requests to swap@ncmail.net. Please indicate your system name, PWSID, and provide your name, mailing address and phone number. If you have any questions about the SWAP report please contact the Source Water Assessment staff by phone at 919-715-2633.

It is important to understand that a susceptibility rating of “higher” does not imply poor water quality, only the systems’ potential to become contaminated by PCS’s in the assessment area.

Violations that Your Water System Received for the Report Year

During 2010, or during any compliance period that ended in 2010, we received no violations.

Water Quality Data Table of Detected Contaminants

We routinely monitor for over 150 contaminants in your drinking water according to Federal and State laws. The table below lists all the drinking water contaminants that we detected in the last round of sampling for the particular contaminant group. The presence of contaminants does not necessarily indicate that water poses a health risk. Unless otherwise noted, the data presented in this table is from testing done January 1 through December 31, 2010. The EPA or the State requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Some of the data, though representative of the water quality, is more than one year old.

Unregulated contaminants are those for which EPA has not established drinking water standards. The purpose of unregulated contaminant monitoring is to assist EPA in determining the occurrence of unregulated contaminants in drinking water and whether future regulation is warranted.

Important Drinking Water Definitions:

Not-Applicable (N/A) – Information not applicable/not required for that particular water system or for that particular rule.

Non-Detects (ND) - Laboratory analysis indicates that the contaminant is not present at the level of detection set for the particular methodology used.

Parts per million (ppm) or Milligrams per liter (mg/L) - One part per million corresponds to one minute in two years or a single penny in \$10,000.

Parts per billion (ppb) or Micrograms per liter (ug/L) - One part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.

Nephelometric Turbidity Unit (NTU) - Nephelometric turbidity unit is a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

Action Level (AL) - The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Treatment Technique (TT) - A treatment technique is a required process intended to reduce the level of a contaminant in drinking water.

Lead (ppb) (90 th percentile)	August 2010	<3.0	0	0	AL=15	Corrosion of household plumbing systems, erosion of natural deposits
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Our water system used ACC Alt.2 as the method to comply with the disinfectants/disinfectant byproducts treatment technique requirements.

Disinfection Byproduct Precursors Contaminants

Contaminant (units)	Sample Date	MCL/TT Violation Y/N	Your Water	Range		MCLG	MCL	Likely Source of Contamination
				Low	High			
Total Organic Carbon (ppm) (TOC)-RAW	Quarterly	N	1.80	1.42	2.13	N/A	TT	Naturally present in the environment
Total Organic Carbon (ppm) (TOC)-TREATED	Quarterly	N	1.18	1.06	1.29	N/A	TT	Naturally present in the environment

Note: Depending on the TOC in our source water, the system MUST have a certain % removal of TOC or must achieve alternative compliance criteria. If we do not achieve that % removal, there is an alternative % removal. If we fail to meet the alternative % removal, we are in violation of a Treatment Technique.

Disinfectants and Disinfection Byproducts Contaminants

Contaminant (units)	MCL/MRDL Violation Y/N	Your Water (AVG)	Range Low High		MCLG	MCL	Likely Source of Contamination
TTHM (ppb) [Total Trihalomethanes]	N	34.0	16	62	N/A	80	By-product of drinking water chlorination
HAAS (ppb) [Total Haloacetic Acids]	N	25.0	21	31	N/A	60	By-product of drinking water disinfection
Chlorine (ppm)	N	.8	.2	1.5	MRDLG = 4	MRDL = 4	Water additive used to control microbes

Secondary Contaminants, required by the NC Public Water Supply Section, are substances that affect the taste, odor, and/or color of drinking water. These aesthetic contaminants normally do not have any health effects and normally do not affect the safety of your water.

Water Characteristics Contaminants

Contaminant (units)	Sample Date	Your Water	Range Low/High	Secondary MCL
Iron (ppm)	5/10/10	ND	N/A	0.3
Manganese (ppm)	5/10/10	ND	N/A	0.05
Sodium (ppm)	5/10/10	7.6	N/A	N/A
pH	Hourly	7.0	N/A	6.5 to 8.5

Cryptosporidium

Our system monitored our source water monthly for Cryptosporidium in 2009 and found 2 Oocysts on 1-13-2009 and 0 Oocysts the rest of they year. Cryptosporidium is a microbial parasite which is found in surface water throughout the U.S. Although Cryptosporidium can be removed by filtration, the most commonly used filtration methods cannot guarantee 100 percent removal. Current test methods do not enable us to determine if the organisms are dead or if they are capable of causing disease. Cryptosporidium must be ingested for it to cause disease, and it may be spread through means other than drinking water.

CALENDAR OF EVENTS

SAWMILLS FARMERS MARKET

EVERY TUESDAY 3:00PM - 7:30PM

TOWN COUNCIL MEETING

JUNE 21ST 6:00PM

TOWN HALL

TOWN COUNCIL MEETING

JULY 19TH 6:00PM

TOWN HALL

TOWN COUNCIL MEETING

AUGUST 16TH 6:00PM

TOWN HALL

TOWN COUNCIL MEETING

SEPTEMBER 20TH 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

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