

JUNE 18, 2002
MINUTES OF MEETING

COUNCIL PRESENT

David Stamey
Joe Norman
Gerelene Blevins
Pat Harrison
Joe Helton
Bill Ramsey

STAFF PRESENT

Paul Culpepper
Robert Frye
Wanda Reid

CALL TO ORDER—Mayor David Stamey called the meeting to order and welcomed all guests.

INVOCATION—Russell Austin, Pastor of Church of God of Prophecy in Sawmills, gave the invocation.

PLEDGE OF ALLEGIANCE—Mayor Stamey led the audience in the saying the pledge of allegiance.

CHANGE IN AGENDA—Town Administrator Robert Frye added item number 9: Recreation Study Budget Amendment; item #10: CDBG Sewer Bid update; and item#11: Town Hall Meeting.

ADOPT AGENDA--Joe Norman made the motion to adopt the agenda with changes. Pat Harrison seconded. All were in favor.

APPROVAL OF JUNE 4, 2002 REGULAR MEETING MINUTES—On a motion made by Gerelene Blevins, seconded by Bill Ramsey, Council voted to approve the minutes of the previous meeting.

APPROVAL OF MAY 16, 2002 SPECIAL MEETING MINTUES—Pat Harrison made the motion to approve the minutes of the special meeting. Joe Norman seconded, with all in favor.

PUBLIC HEARING: PROPOSED FY 2002-2003 TOWN BUDGET—Mayor David Stamey asked for a motion to open the public hearing. Gerelene Blevins made the motion to open the public meeting. Joe Norman seconded. All were in favor.

COMMENTT FOR OR AGAINST THE BUDGET—There were no comments made for or against the proposed budget FY 2002-2003.

CLOSE PUBLIC HEARING—On a motion made by Bill Ramsey, seconded by Joe Helton, Council voted to close the public hearing.

APPROVAL OF TOWN BUDGET—Mayor Pro-tem Joe Norman made the motion to approve the budget, but without the proposed .5 cent tax increase. Pat Harrison seconded. During the discussion that followed, Town Administrator Frye then asked Mr. Norman if his motion included using Fund Balance to balance the budget. Mr. Norman indicated yes. There being no further discussion, motion passed unanimously.

PLANNING MATTERS:

- A. **Ralph Zuzolo: Minor Subdivision Plat Review.** The Planning Board has reviewed the submitted plat, which involves splitting a one-acre parcel from the existing 20 + acre parcel, and recommends approval of this request. The property is located off the Horseshoe Bend Road. Bill Ramsey made the motion to approve the minor subdivision plat with Joe Helton seconding. All were in favor.
- B. **Paul Drum: Minor Subdivision Plat Review:** Mr. Drum submitted a request to the Planning Board for a minor subdivision of his property located on Sawmills School Road across from White Pine Lane. The subdivision involves splitting the parcel into three pieces. Joe Norman made the motion to approve the plat with Gerelene Blevins seconding. All were in favor.
- C. **Lester Townsend: Minor Subdivision Plat Review**—Mr. Townsend submitted a request for a minor subdivision of his property located at the intersection of Horseshoe Bend Road and Troy Road. The subdivision involves splitting the parcel into four pieces. Bill Ramsey made the motion to approve the plat. Gerelene Blevins seconded. All were in favor.
- D. **Oliver Miller and Scotta M. Clontz: Boundary Adjustment Review**—Mr. Oliver Miller and his sister Scotta M. Clontz are in the process of settling their mother's estate. They are seeking to split up some property between them. Gerelene Blevins made the motion to approve the boundary adjustment with Bill Ramsey seconding. All were in favor.
- E. **Subdivision Sign Proposal**—The Planning Board has been discussing modification of the R-20, RA-20, and R-15 zones to allow subdivision entrance signs. After discussing the proposed modifications with the Town Attorney, staff has come up with a revised version of the original proposal. The Planning Board would recommend that Council approve the submitted proposal and set a public hearing on the matter. On a

motion made by Gerelene Blevins, seconded by Bill Ramsey, Council voted to call a public hearing for July 16, 2002 at 6:00 PM at Town Hall.

F: Pending Enforcement Action—Staff has sent several enforcement letters to Mr. Robert Phillips concerning an abandoned manufactured home currently occupying a portion of his property located on Cahah' Mountain Road. Mr. Phillips had agreed to move his manufactured home to the rear portion of his property and there to set the home up so that it was in compliance with Town Zoning Code. As of June 12, Mr. Phillips has made no effort to comply with what he agreed in writing. Staff would recommend that Council instruct the Town Attorney to proceed with filing the necessary enforcement actions against Mr. Phillips. After some discussion, Gerelene Blevins made the motion to allow Mr. Phillips another 60 days before attorney files action against Mr. Phillips. Bill Ramsey seconded. All were in favor.

POSSIBLE RESCHEDULING OF JULY 2, ND COUNCIL MEETING—On a motion made by Bill Ramsey, seconded by Gerelene Blevins, Council voted to cancel the July 2 2002 meeting.

CDBG-TOWN BUDGET AMENDMENT—Joe Norman made the motion to approve the transfer of funds from Administration to Parks and Recreation, for the funding of Western Piedmont Council of Government's review of Conley Creek Access Recreation Park. Pat Harrison seconded. All were in favor.

CDBG SEWER BIDS PROJECT—Town Administrator Robert Frye provided Council with the results of the bid opening on the CDBG Sewer Bids and will advise on the July 16, 2002 meeting.

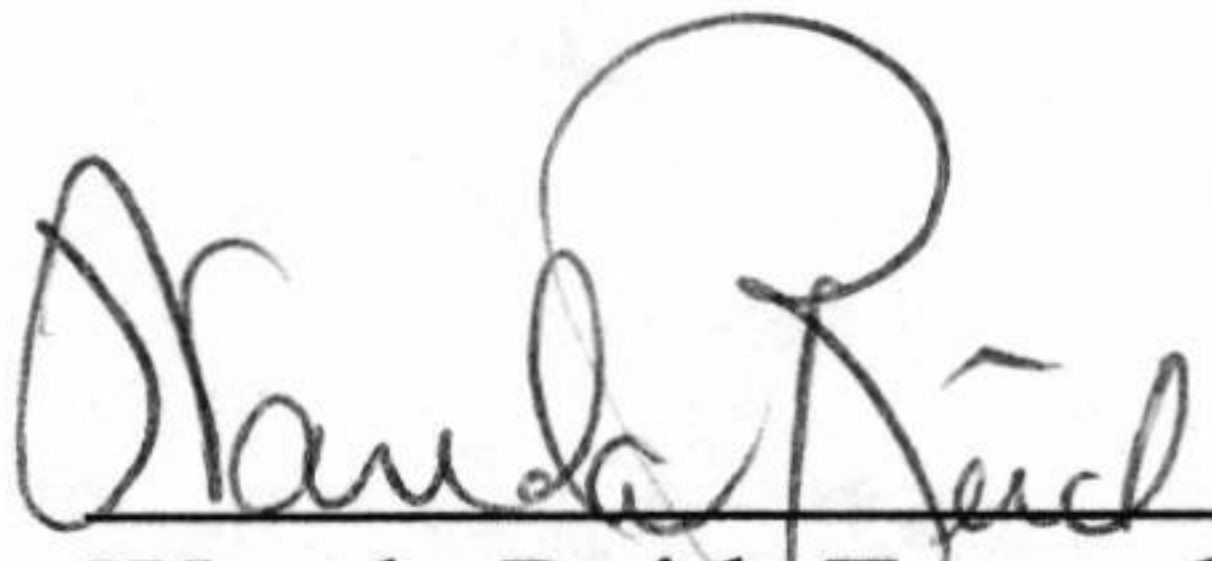
PERSONS ATTENDING THE TOWN HALL MEETING WITH THEIR CONCERNS WAS:

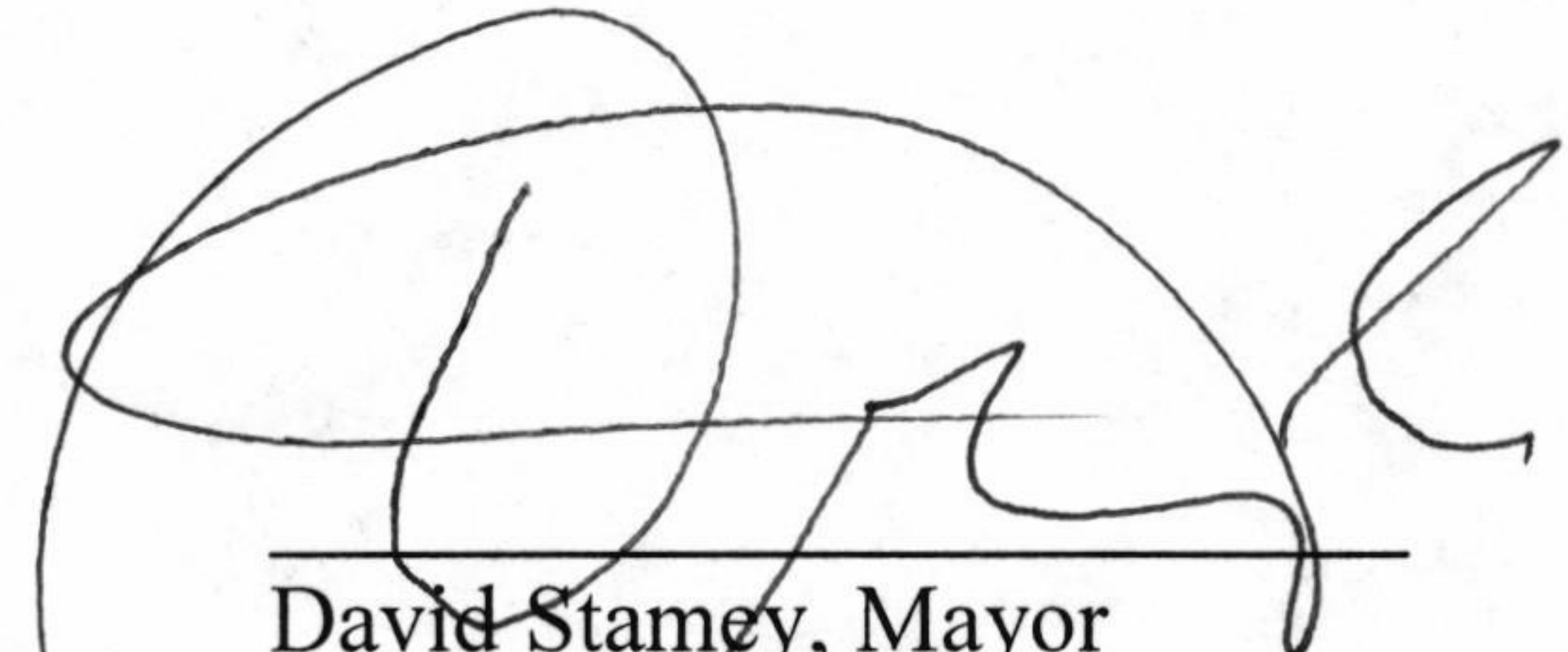
- ❖ Bill Parsons suggested installing a turning lane on Sawmills School Road in front of the fire department
- ❖ Allen Tomlinson wanting a culvert installed under Buck's Drive
- ❖ James Fox asking Town to consider taking over a water line he wishes to have installed.
- ❖ Eugene Duggins complaints concerning how he was treated by the Mayor
- ❖

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ADJOURN TOWN HALL MEETING—Joe Norman made the motion to adjourn the meeting with Pat Harrison seconding. All were in favor.

ADJOURN—On a motion made by Bill Ramsey, seconded by Gerelene Blevins, Council voted to adjourn at 6:50 PM.



Wanda Reid, Town Clerk

David Stamey, Mayor



UTILITY SERVICE co., inc.

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WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between TOWN OF SAWMILLS, NORTH CAROLINA hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 250,000 gallon water storage tank located at STAMEY ROAD TANK.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 2002. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in 2002, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the STATE OF NORTH CAROLINA, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank.
• Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of **\$8,730.00** has been established for this tank. **THIS BASE FEE BEGINS IN YEAR 2005. SEE ADDENDUM NO. 1 FOR YEARS 2002, 2003, AND 2004.**

In year **2008** and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components [ANY MODIFICATIONS TO THE TANK, INCLUDING ANTENNA INSTALLATIONS, SHALL BE APPROVED BY UTILITY SERVICE CO., INC. PRIOR TO IMPLEMENTATION AND MAY WARRANT AN INCREASE IN THE ANNUAL FEE]. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this _____ day of _____, _____.

OWNER:

UTILITY SERVICE CO., INC.



by _____
title

by **Lee Smallwood, NC Representative**
title

witness _____

witness Regina J. Arthur

seal:

seal:

Addenda to Contract Number Stamey Road Tank, Dated 6-21-02

No. 1

This tank shall receive an exterior renovation prior to the first anniversary of this agreement. This tank shall receive an interior renovation prior to the third anniversary of this agreement. The annual fee for Years 2002, 2003, and 2004 shall be \$25,576.00 per year. The annual fee for Year 2005 shall be \$8,730.00.

No. 2

PAYMENT TERMS: The first annual fee shall be due and payable upon completion of the exterior renovation. The second annual fee shall be due and payable on the first anniversary of this agreement. Thereafter, the annual fee shall be due and payable on the anniversary of this agreement.

No. 3

Should the Town of Sawmills elect to cancel this agreement prior to remitting the first three [3] annual fees, then the balance of the first three [3] annual fees shall be due and payable within thirty [30] days of notice to cancel.

Owner

by _____

date _____

witness _____

Utility Service Co., Inc.

by [Signature]

date 6-21-02

witness Regina J. Arthur

The above signatories certify that they are duly authorized to sign this Contract and the Addenda on behalf of the entities represented.

The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any Loans or Lines of Credit.

SEAL

SEAL