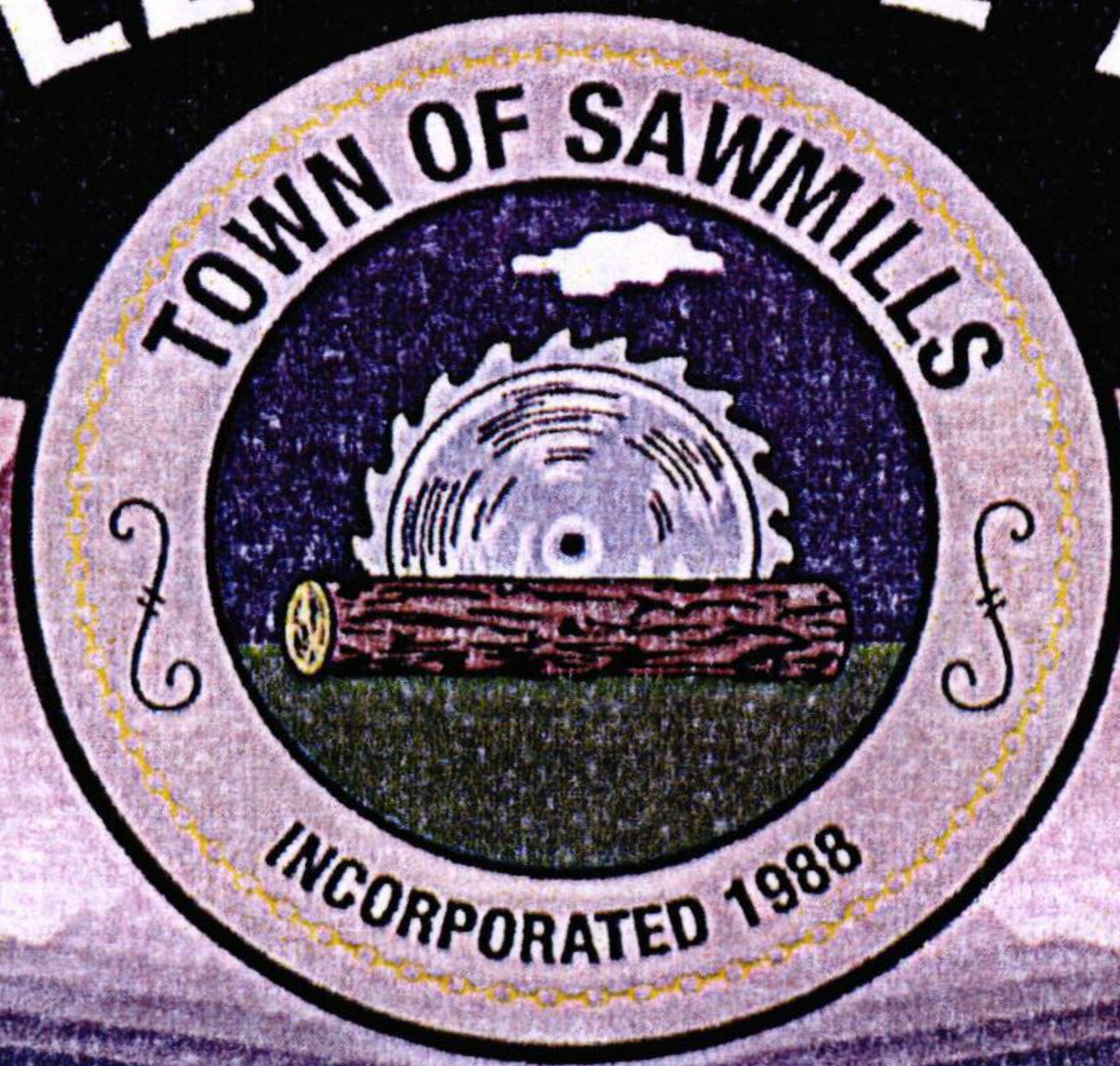


WELCOME TO



"Biggest Little Town In The Foothills"

**TUESDAY, AUGUST 16, 2011
TOWN OF SAWMILLS REGULAR COUNCIL MEETING
6:00 P.M.**

COUNCIL PRESENT

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

STAFF PRESENT

Seth Eckard
Susan Nagle
Terry Taylor

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

INVOCATION: Mayor Bob 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 with the following changes: change line item 6 A-E to line item 7 A-E, line item 7 A-E to line item 8 A-E, and line item 8 A-D to line item 6 A-D

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

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

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

APPROVAL OF JULY 19th CLOSED SESSION MEETING MINUTES: Mayor Gibbs asked for a motion to approve the July 19, 2011 closed session meeting minutes.

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

APPROVAL OF JULY 28th SPECIAL MEETING MINUTES: Mayor Gibbs asked for a motion to approve the July 28, 2011 special meeting minutes.

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

RECOGNITIONS:

SAWMILLS COMMUNITY OPTIMIST BABE RUTH 14 YEAR OLD ALL-STAR TEAM: Mayor Gibbs stated that the 14 year old youth all-stars are the State Champions for Western North Carolina and they had to go out and raise funds so that the team could travel to Greenville, North Carolina and represent Sawmills in the tournament.

Mayor Gibbs also stated the Town is proud of this team and would like to say "Thank you" by presenting them with a plaque and the winning banner, which will hang on the outfield fence at the Sawmills Baird Drive Park showing that they are State Champions for Western North Carolina.

No Council action is required.

RETIREMENT OF SOUTH CALDWELL CHRISTIAN MINISTRIES DIRECTOR: Mayor Gibbs stated that after thirty (30) years as the Director of South Caldwell Christian Ministries, Becky Barlow retired on Thursday, August 11, 2011. Mayor Gibbs presented Ms. Barlow with a certificate of appreciation and a gift card. Mayor Gibbs also stated that the Town of Sawmills would like to say "Thank you for all that you have done for our county and the help you have given to many people who were in need.

No Council action is required.

YARD OF THE MONTH WINNERS: Mayor Pro-Tem Gerelene Blevins stated that Carroll and Wilma Coffey from the 28630 zip code was the yard of the month winners and Councilwoman Beverly Fry stated Marty Greene from the 28638 zip code was the yard of the month winner for August. Mayor Bob Gibbs stated that both winners are unable to be here tonight but may pick up their picture and certificate at the Town Hall at their convenience.

No Council action is required.

RECYCLE REWARDS PROGRAM WINNER: Administrator Seth Eckard stated this is the third month for the Recycle Rewards Program and he would like to congratulate the Jason & Jennifer Lail family on winning the Recycle Rewards Program for August. Administrator Eckard stated they are unable to be here tonight but may pick up their certificate at the Town Hall at their convenience and they will receive a credit of twenty-five dollars (\$25.00) on their current sanitation bill.

No Council action is required.

PUBLIC HEARING: TEXT AMENDMENT CHANGE TO THE CODE OF ORDINANCES:

OPEN PUBLIC HEARING: Mayor Gibbs asked for a motion to open the public hearing at 6:15p.m.

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

STAFF RECOMMENDATION: Town Planner Emily Hines stated the Planning Commission would recommend the Council amend sections 153.005, 153.051(A) and (D), 153.052 (A) and (D), and 153.053(A) and (D) of the Town of Sawmills Code of Ordinances for the provisions on the location of accessory buildings. Planner Hines also stated the proposed amendment would allow swimming pools and accessory buildings in the side and front yard if there is over two acres of land and is at least seventy-five feet from the road way.

PUBLIC COMMENTS: Mayor Gibbs asked if there was anyone wishing to speak. Johnny Wilson asked how this compares to what the County does. Mike Harrison asked if the Board passes this and something is not exactly right, how would it affect the Town.

CLOSE PUBLIC HEARING: Mayor Gibbs asked for a motion to close the public hearing at 6:19 p.m.

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

COUNCIL ACTION: On a motion made by Joe Norman, and seconded by Joe Wesson, an ordinance to amend the text of the Sawmills Code of Ordinances sections 153.005, 153.051(A) and (D), 153.052 (A) and (D), and 153.053(A) and (D) was adopted. All were in favor.

PUBLIC HEARING: ADDITION TO THE CODE OF ORDINANCES:

OPEN PUBLIC HEARING: Mayor Gibbs asked for a motion to open the public hearing at 6:20p.m.

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

STAFF RECOMMENDATION: Town Planner Emily Hines stated the Planning Commission would recommend the Council amend sections 153.005, 153.051(A) and (B), 153.052 (A) and (B), and 153.053(A) and (B) of the Town of Sawmills Code of Ordinances. This allows residential dwellings with certain standards and requires a conditional use permit as well, also adding the definition of an accessory dwelling.

PUBLIC COMMENTS: Mayor Gibbs asked if there was anyone wishing to speak. Trena Kirby asked if this just identifies what an accessory dwelling is. David Powell would like to know if this is something that is attached.

CLOSE PUBLIC HEARING: Mayor Gibbs asked for a motion to close the public hearing at 6:30 p.m.

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

COUNCIL ACTION: On a motion made by Joe Norman, and seconded by Donnie Potter, an ordinance to amend the Sawmills Code of Ordinances sections 153.005, 153.051(A) and (B), 153.052 (A) and (B), and 153.053(A) and (B) for an addition was adopted. All were in favor.

REQUEST FOR DONATION:

PROPOSED POLICY Administrator Eckard gave a brief overview for the public and Council on charitable donations in the budget. Administrator Eckard stated the original amount for the current fiscal year 2011-2012 budget was \$5,500.00 with \$2,500.00 of that being set aside for the Sawmills Community Optimist Club and coming from money received in January by Pepsi, and \$1,000.00 set aside for South Caldwell Christian Ministries for the town's financial assistance program. The town has given \$325.00 so far this year, which leaves \$1,675.00 left for donations. The enclosed funding request and W-9 forms are available at the Town Hall for anyone wishing to request a donation.

Administrator Eckard also stated that during the budget workshops, Council discussed placing a cap on the amount to consider giving for donation requests. Council discussed giving \$150.00 and \$250.00 for donation requests but nothing was voted on.

After much discussion, Joe Wesson made a motion of \$100.00 as the cap and Gerelene Blevins seconded. Those in favor were Joe Wesson and Gerelene Blevins. Those opposed were Beverly Fry, Donnie Potter, and Joe Norman for a 2-3 vote. The motion did not carry. Joe Norman then made a motion of \$150.00 as the cap and Gerelene Blevins seconded. All those in favor were Gerelene Blevins, Beverly Fry, Joe Norman, and Joe Wesson. Those opposed were Donnie Potter. The motion carries by a 4-1 vote to approve a cap on donations of \$150.00.

DONATION TO SAWMILLS ELEMENTARY SCHOOL: The Town has received a request from Sawmills Elementary School for a donation. The donation would go towards the purchase of T-shirts for the accelerated reader program.

On a motion made by Joe Norman and seconded by Joe Wesson, a donation of \$150.00 was approved. All were in favor.

DONATION TO HELPING HANDS CLINIC, INC.: The Town has received a request from the Helping Hands Clinic, Inc. in the amount of \$500.00 to help launch an evening clinic.

Attorney Terry Taylor stated that this type of donation is not appropriate for the town. A donation will not be given to the Helping Hands Clinic, Inc.

DONATION TO FOOTHILLS SHRINERS CLUB: The Town has received a request for a donation of \$100.00 from the Foothills Shriners Club.

Attorney Terry Taylor stated that this is not a Town purpose for the Town citizens and is not an allowable donation.

Councilman Joe Wesson stated that the Rock Creek Coon Club has an online auction going on now and on August 27, 2011, the Foothills Shriners Club will host a BBQ and coonhound show/hunt at the Caldwell County fairgrounds. Council Wesson introduced Shane Snyder from the Foothills Shriners Club to speak on this matter as well. Mr. Snyder would like to see everyone come out and support the Rock Creek Coon Club and the Foothills Shriners Club in their efforts to raise money to benefit the children and also enjoy a dog show.

FINANCIAL MATTERS:

CLOSED ACCOUNTS WITH PAST DUE BALANCES OPENED BY LANDLORDS: Administrator Eckard stated that a landlord may open up a new utility account in their name without a deposit even if there is an outstanding balance way overdue. Staff would recommend that landlords with an outstanding balance of over 90 days be charged a deposit.

This matter was tabled until the next regular Council meeting so that Attorney Taylor and staff can do more research on what the Town may legally do in this situation.

APPROVE CONTRACT WITH NCDOT: Administrator Eckard stated that upon approval of a contract between the Town of Sawmills and the North Carolina Department of Transportation (NCDOT), re-imbursement from NCDOT to the Town would be made for the actual cost of labor and equipment used to mow the right of ways. Once the NCDOT Division of Engineer and the NCDOT Financial Management Division receives an itemized invoice within sixty (60) days of completing, the yearly mowing cycles and approved said invoice re-imbursement shall be made to the Town in an amount not to exceed \$525.60 per re-imbursement cycle.

On a motion made by Joe Norman, and seconded by Donnie Potter, Council approved a contract between Town of Sawmills and NCDOT for a period of three (3) years effective July 1, 2011. All were in favor.

APPROVE CONTRACT WITH DISTINCTIVE HUMAN RESOURCES, INC.:

Administrator Eckard stated upon approval of a contract with Distinctive Human Resources, Inc. in the amount of \$500.00 and effective July 22, 2011, the Town will update the personnel policy handbook as this has not been done in several years. Administrator Eckard also stated all references have been verified and Distinctive Human Resources, Inc. has worked with other municipalities in North Carolina.

On a motion made by Joe Norman, and seconded by Donnie Potter, a contract in the amount of \$500.00 with Distinctive Human Resources, Inc. was approved. All were in favor.

BID AWARD FOR WATER DEPARTMENT SERVICE TRUCK: The town has received the following four (4) bids for a service truck for use by the Water Department.

Everett Chevrolet Buick GMC	\$15,622.34
First Place Ford	\$14,042.01
Paramount Ford	\$16,215.79
Rooster Bush Chevrolet	\$16,405.41

Town Administrator Seth Eckard stated that First Place Ford was the low bidder on this project and there are sufficient funds in the budget, to cover this expenditure.

On a motion made by Donnie Potter, and seconded by Gerelene Blevins, Council awarded the bid to First Place Ford in the amount of \$14,042.01. All were in favor.

APPROVE GATEWAY SIGNS: Mayor Gibbs stated that during the last meeting Council discussed the proposed gateway signs, and reviewed an invoice from Assurance Signs in the amount of \$5,680.66 for the design and installation of the gateway signs.

Administrator Eckard stated that during the budget workshops the Town was given a cost estimate for the signs and posts in the amount of about \$6,000.00. After discussion, it was decided through committee meetings, that the rockwork would be done first and the sign put in there instead of having the posts come with the signs. The estimated cost associated with the rockwork was in the amount of \$1,700.00 and could be cheaper due to a donation of some rock. It will cost the Town an amount of \$2,000.00 to have the current signs safely removed and relocate one to each town park

After much discussion, Council awarded the bid to Assurance Sign in the amount of \$5,680.66 on a motion made by Donnie Potter, and seconded by Joe Wesson. All were in favor.

DISCUSSION:

ADOPT AMENDED SAWMILLS COMMUNITY OPTIMIST CLUB CONTRACT: Administrator Eckard stated the Sawmills Community Optimist Club has approved an amended contract and will take over the parks advertisement program. Administrator Eckard also stated, that due to a lease agreement the Town has with Duke Power, some of the money raised at the Veterans Memorial Park must be given back to the Town to cover overhead. The amended contract states the Optimist Club will remit five percent (5%) of the advertising revenue and a monthly report fifteen (15) days within the end of each month for all signage placed at the Veterans Memorial Park.

On a motion made by Donnie Potter, and seconded by Joe Norman, Council adopted the amended contract with the Sawmills Community Optimist Club. All were in favor.

ADOPT CALDWELL COUNTY FLOOD PLAIN DAMAGE ORDINANCE: Mr. Terry Foxx, with the National Flood Insurance Program, recently contacted the Town and stated that the number two (2) provision of the original Caldwell County Flood Plain Damage Resolution/agreement that the Town adopted On February 16, 2010, would need changed then re-adopted. Mr. Foxx stated that the Attorney General determined sometime ago that the words "any amendments thereto" connote "automatic adoption" and is not allowed in NC, thus requiring a change to state "is hereby adopted" and then re-adoption of the Resolution/agreement.

On a motion made by Donnie Potter, and seconded by Beverly Fry, the Resolution/agreement for Caldwell County to administer the Town of Sawmills Flood Plain Damage Prevention Ordinance. All were in favor.

RESIGNATION OF PLANNING COMMISSION MEMBER: Administrator Eckard stated that Planning Commission member Wesley Trivette has resigned leaving a vacant seat open. The two (2) members who serve as alternates have both given there consent to serve on the Planning Commission.

On a motion made by Gerelene Blevins, and seconded by Joe Norman, Council will appoint David Powell as the Planning Commission member. All were in favor.

CODE ENFORCEMENT MONTHLY REPORT: The enclosed report shows the updated progress continuously made throughout the Town by Code Enforcement Officer Tony Cline.

No Council action is required.

TOWN HALL RENOVATIONS: Administrator Eckard stated that an amount of \$5,000.00 was included in this year's budget for renovations to the front office. The renovations would include raising and moving back the front counter allowing for more space in the lobby and safer money handling.

Councilman Joe Norman would like to get cost estimates on what it would cost to make the Town Hall more handicap accessible and to propose more renovations to include but not limited to a drive-thru window.

After discussion Council will continue with the renovations to the front office included in the budget but will table any further discussion on any other renovations until the budget workshop sessions for the fiscal year 2012-2013 budget year

PARKS AND RECREATION DIRECTOR UPDATE: Parks and Recreation Director Benny Townsend updated Council on the attached report showing the ball programs at both the Baird Drive Park and the Veterans Memorial Park that took place this summer.

ADMINISTRATOR'S REPORT: Administrator Eckard would like to announce the Third Annual Fall Festival will take place Saturday, September 24, 2011 from 10:00 a.m. to 4:00 p.m. at the Baird Drive Park. Administrator Eckard stated there would be many new things there this year including food and craft vendors, and the addition of the Sawmills Community Optimist Club who will be holding a BBQ cook-off, and speaking on this will be Councilman Donnie Potter.

Councilman Donnie Potter stated the contest cooker would sign up to cook and the culinary class from Caldwell Community College & Technical Institute will participate in the judging. Councilman Potter also stated all the proceeds rose in the event either would be given back to the Town monetarily for the Parks or would be used to upgrade the parks.

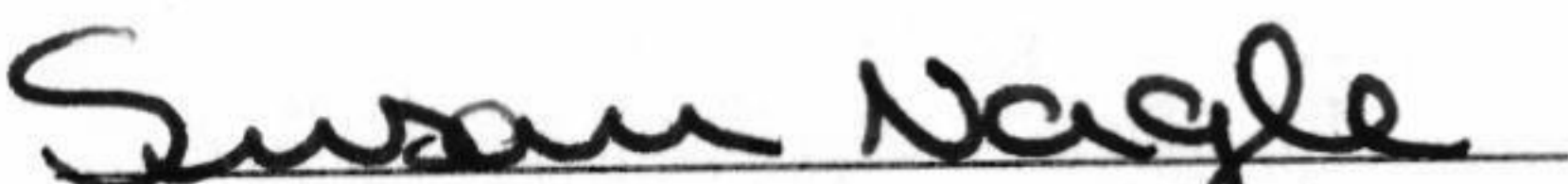
Mayor Gibbs stated that the Farmers Market is averaging five hundred (500) people a week. Mayor Gibbs has approached four (4) local churches, and they have stated the food banks are dwindling. Mayor Gibbs also stated that starting the second week in September the Farmers Market would hold a food drive every Tuesday with one church a week being there to collect non-perishables and any over abundance would go to South Caldwell Christian Ministries.

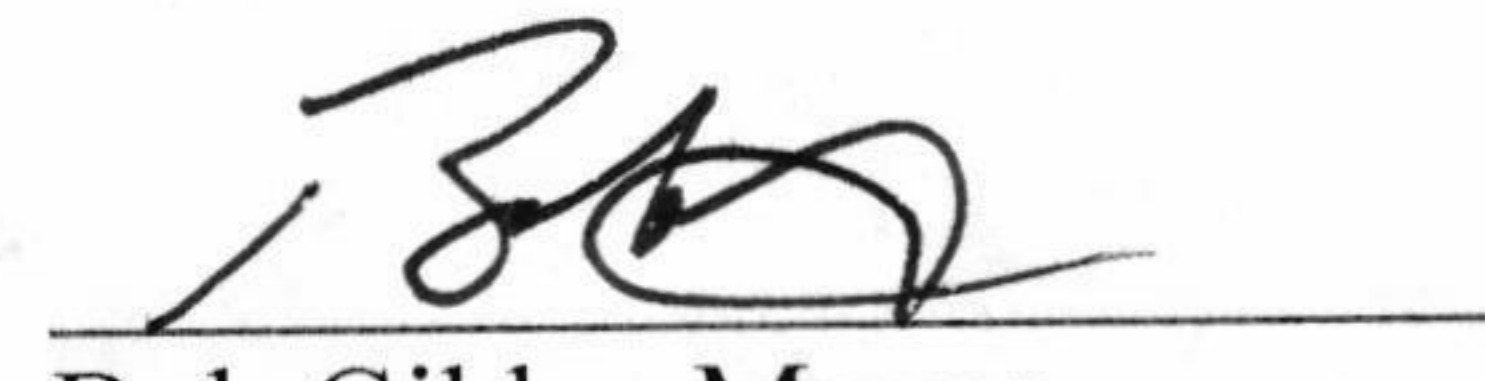
PUBLIC COMMENT: Mayor Gibbs asked if anyone signed up to speak during the public comment period.

David Powell stated that a previous Town employee was back in the hospital.

ADJOURN: Mayor Gibbs asked for a motion to adjourn.

On a motion made by Joe Wesson, and seconded by Gerelene Blevins, the meeting was adjourned. All were in favor.


Susan Nagle, Town Clerk


Bob Gibbs, Mayor

Landlords with Outstanding Balances

*Benfield Park LLC (formerly Meadows Park LLC)-has outstanding balances from September 16, 2009 through the present—still owes \$1,694.25 (instead of paying outstanding balances, Benfield Park LLC disconnected all of their open accounts on July 25, 2011, with their tenants still living there)

*Steven Hamby d/b/a Spring Lake LLC-had 3 outstanding accounts from January 21, 2010 until June 15, 2010 in the amount of \$108.00—Mr. Hamby made all his accounts current when he called to the Town Hall and asked that Town Staff connect water in his name and was informed by Town Staff that until all past due balances were paid no more water would be connected in his name

*Tim Hart (owns mobile homes on Leah Drive)-had 1 outstanding account from June 15, 2010 until June 28, 2011 in the amount of \$16.00-Mr. Hart paid his past due balance when Town Staff added amount to a current bill

Code Enforcement Monthly Report

Opened	Case Number	Property Address	Owner or Occupant	Status or Comments
10/28/2010	PN11-03	4455 Rual Drive	William Miller	Owner has recently been made aware that more progress in cleaning the property must occur in the next 2 weeks or alternate enforcement options will be sought.
11/1/2010	MVO11-01	4228 US Hwy 321A	Arnold Wilson	Civil Citations have been issued. This case has been prepared for court action, but owner recently signed a final agreement to bring the property into compliance to avoid court. Monitor
11/1/2010	HC11-03	4476 Sawmills Sch. Rd.	Jerry Hatchings	A hearing with the new owner is scheduled for later this month as Minimum Housing Violations must be corrected.
11/1/2010	HC11-01	2553 Baker Circle	Ralph and Ether Miller	Town contractor has demolished the substandard mobile home on the property. Lien paperwork submitted. Closed Case.
11/1/2010	Z11-02	1625 Cajah Mtn. Rd.	Ray and Betty Philyaw	Met with the owner of the substandard mobile home on the property and he has agreed to begin cleaning items out. Monitor.
11/1/2010	Z11-01	4141 Duff Drive	Clarks Auto	No change has occurred in removing junk cars. Recently learned owner is in Intensive Care. Monitor.
1-Dec	PN11-09	Crotts Mobile Home	Charles and Pansey Crotts	Seeking attorney advise on this case due to the number of dilapidated mobile homes, trash, seasonal overgrowth and scattered ownership involved. Monitor
12/8/2010	MVO11-02	1747 Cajah Mtn. Rd.	Donald Street	Good progress but not complete in removing junk cars and trash from the property. Deadline to be issued soon. Monitor.
2/25/2011	PN11-16	2511 Baker Circle	Steve and Mary Hand	New doublewide mobile home now on the property, but more clean up required. Monitor.
2/23/2011	PN11-19	4100 Farr MHP	Owen Farr-Deceased	Clean-up of old mobile home park on-going. Due to the volume of trash to be removed this is expected to be on-going for as long as reasonable progress occurs.

Tony W. Cline
Code Administrator

All items Updated on August 10, 2011

Code Enforcement Monthly Report

Opened	Case Number	Property Address	Owner or Occupant	Status or Comments
3/9/2011	PN11-22	4478 Rual Drive	Joseph and Yvonne Williams	Town contractor removed dilapidated out-building. Lien paperwork filed. Closed Case.
3/30/2011	MVO11-05	4487 Diamond Street	Troy Wilson Jr.	Deadline to repair house is late August. No recent progress but owner claims his contractor will be finished repairing by the deadlne. Monitor
5/25/2011	PN11-38	4115 and 4117 Ardmore Ln.	Lewis Gragg	Slow progress made on demolishing 2 structures on the property. Monitor
6/22/2011	Z11-05	MHP	Steven Hamby	Non-permitted sign removed. Closed Case.
6/22/2011	PN11-44	3049 Eli Lane	Ajay Patel	Town contractor mowed and cleaned the property. Lien paperwork being prepared. Closed Case.
7/6/2011	PN12-08	4369 Joplin Road	Edward Springer	Town Contractor mowed the property. Lien paperwork filed. Closed Case.
7/6/2011	PN12-06	4388 Duncan Street	Kenneth Minton	Junk vehicles removed. Closed Case.
7/13/2011	PN12-10	1940 Leah Ln	Tim Hart	No response from friendly letter regarding severely fire damaged mobile home. Notice with deadline recently sent. Monitor.
7/13/2011	PN12-12	4119 Benfield	Kirby Marcus	Open storage of trash and debris removed from apartments. Closed Case.
7/13/2011	PN12-11	4207 Benfield	Kirby Marcus	Open storage of trash and debris removed from apartments. Closed Case.
7/13/2011	PN12-09	4845 Holly Springs	Bank of America	Notice re-sent regarding high grass after new owner was determined. Monitor.
7/27/2011	PN12-14	2218 Marcus	Thelma Dale	Owner has mowed overgrown property and is working on getting the substandard doublewide removed. Monitor
8/3/2011	Z12-01	5243 Union Church Road	Tony and Deborah Hartley	Owner to obtain a zoning permit for locating an out-building on the property.
8/3/2011	PN12-15	4361 Sawmills Sch. Road	Chenay Carter	Notice sent due to overgrown grass on the property. Monitor

Code Enforcement Monthly Report

Opened	Case Number	Property Address	Owner or Occupant	Status or Comments
8/10/2011	PN12-17	6088 Spartan Drive	Cindy Fritts	Notice sent due to overgrown grass on the property. Monitor
8/10/2011	PN12-18	6086 Spartan Drive	Cindy Fritts	Notice sent due to overgrown grass and a substandard mobile home on the property

Ordinance _____

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

**AN ORDINANCE TO AMEND THE TEXT OF THE CODE OF ORDINANCES,
SECTIONS 153.005, 153.051(A) and (D), 153.052(A) and (D), and 153.053(A) and
(D)**

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 153.005, 153.051(A) and (D), 153.052(A) and (D), and 153.053(A) and (D) of the Town's Code of Ordinances on August 16, 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 R-20 Residential Low Density, 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 153.005, 153.051, 153.052, and 153.053 of the Code of Ordinances, Town of Sawmills, are hereby amended to read as follows:

§153.005 DEFINITIONS.

ACCESSORY STRUCTURE. A structure incidental and subordinate to the principal structure and located on the same parcel with the principal structure. Swimming pools (above and below ground) are ACCESSORY STRUCTURES. Items such as doghouses, bird houses, benches, picnic tables and the like are not considered **ACCESSORY STRUCTURES**. Gazebos, covered picnic shelters and the like are not considered **ACCESSORY STRUCTURES** except for meeting setback requirements. Where the term ACCESSORY BUILDING is used in this Ordinance, it shall be interpreted to mean ACCESSORY STRUCTURE as defined here.

§153.051 R-20 RESIDENTIAL LOW DENSITY DISTRICT.

This district is composed of certain quiet, low density residential sections of the community, plus certain open areas where similar residential development appears likely to occur, as indicated by the Land Development Plan. The regulations of this district are intended to discourage any use which, because of its character, would substantially interfere with the development of single family residences in the district and which would be detrimental to the quiet residential nature of the areas included within this district.

(A) The following uses are permitted:

- (1) Single family dwellings; exclusive of manufactured homes.
- (2) Accessory structures to residential uses, provided that no accessory structures shall be rented or occupied for commercial purposes, and provided further, that no accessory structure shall be used for human habitation.

- (3) Churches, and other places of worship.
- (4) Customary home occupations;
- (5) Small professional or announcement sign non-illuminate not over two square feet in area mounted flat to the main wall of the building, any non-illuminated real estate signs not over six feet in area.
- (6) Public utility distribution lines, transformer stations, transmission lines, water tanks, but not service or storage tanks.

(B) Conditional uses: The following conditional uses are permitted when authorized by The Sawmills Board of Adjustment after said Board holds a public hearing.

- (1) Cemeteries.
- (2) Fire stations.
- (3) Schools.
- (4) Grounds and facilities for recreational and community center buildings, counts clubs, lakes, parks, and similar facilities operated on a non-profit basis.
- (5) Horses provided there is 3 acres of pasture per horse.

(C) Dimensional Requirements. Within the R-20 Residential-Agricultural District as shown on the zoning map, the following dimensional requirements shall be complied with:

- a. Lot Sizes
 - a. Without public water or sewer
 - i. .75 acres or 1 acre density average
 - b. With public water
 - i. .5 acres or .75 density average
 - c. With public water and sewer
 - i. .25 acres or .5 density average

Within the critical zone of the watershed, land abutting an impounded water supply water body shall have a minimum lot size of one and a half (1.5) acres. Lot sizes within a subdivision that are not directly abutting the impoundment may average one and one-fourth. (1.25) acre lot size with a minimum lot size of one (1) acre. Where the non-abutting lots are served by both public water and sewer, lots may average 1 acre with a $\frac{3}{4}$ minimum lot size.

Land lying within the Protected Area of the Watershed shall have a minimum lot size average of 35,000 square feet with a minimum lot size of 25,000 square feet. Where the residences are served by public water and sewer, lots shall average a minimum of 20,000 square feet with a minimum lot size of 15,000 square feet.

- b. Minimum lot width at building line: 100 ft
- c. Minimum front yard setback: 30 ft.

In the absence of a dedicated right-of-way it shall be deemed that there is a forty-five (45) foot right-of-way, in which the existing street is centered.

- d. Minimum side yard setback: 10 ft.

- Side yard abutting a street: 15 ft.
- e. Minimum rear yard setback: 25 ft.
- f. Maximum height of buildings: 35 ft.
- g. Maximum permissible lot coverage by all impervious surfaces (structures, pavement, etc.); shall not exceed 50% of the total lot area. Maximum coverage for land lying within a designated watershed shall comply with the Town of Sawmills Watershed Protection Ordinance.

(D) Location of accessory buildings: No accessory structure shall be erected in any required front yard or within 20 feet of any street line or within ten feet of a lot line not a street line, and provided that in case of a corner lot with reversed frontage, no accessory structure shall extend beyond the front yard line of the lots in the rear. An accessory structure shall never be located closer than ten feet to the principal structure.

For residential lots exceeding two (2) acres, an accessory structure may be located in the front yard but not closer than seventy (75) feet from the street right of way or front lot line. In the absence of a dedicated right-of-way it shall be deemed that there is a forty-five (45) foot right-of-way, in which the existing street is centered.

(E) Corner visibility: On a corner lot, within the area formed by the center lines of the intersecting streets and a line joining points of such center lines at a distance of 80 feet from their intersection, there shall be no obstruction to vision between a height of two feet and height often feet above the average center line grade of each street.

§153.052 RA-20 RESIDENTIAL MEDIUM DENSITY DISTRICT.

This district is composed of medium density residential development and of open areas which are used for farmland and woodland. The RA-20 district shall consist of single-family dwellings, two-family dwellings, manufacture and modular homes on individual lots and related uses necessary for a sound neighborhood. The regulations for this district are designed to stabilize and encourage a healthful environment for family life in areas where either or both public water or sewer facilities are available.

(A) The following uses are permitted:

- (1) Single family dwellings.
- (2) Two-family dwellings and duplexes subject to division (C)(7).
- (3) Manufactured and modular homes on individual lots
- (4) Accessory structures to residential uses, provided that no accessory structure shall be rented or occupied for commercial purposes, and provided further, that no accessory structure shall be used for human habitation.
- (5) Churches, and other places of worship.
- (6) Customary home occupations; the Board of Adjustments shall decide whether other home occupations are within the spirit of the chapter.
- (7) Small professional or announcement sign non-illuminated not over two square feet in area mounted flat to the main wall of the building, any non-illuminated real estate signs not over six feet in area.

- (8) Public utility distribution lines, transformer stations, transmission lines, water tanks, but not service or storage tanks.

(B) Conditional uses: The following conditional uses are permitted when authorized by the Sawmills Board of Adjustment after said Board holds a public hearing.

- (1) Cemeteries.
- (2) Fire stations.
- (3) Schools.
- (4) Grounds and facilities for recreational and community center buildings, country clubs, lakes, parks, and similar facilities operated on a non-profit basis.
- (5) Airports.
- (5) Any form of agriculture or horticulture (greenhouses and nurseries) including the sale of products at a retail stand on the property where produced.
- (7) Horses provided there is one acre of pasture per horse.

(C) Dimensional Requirements

Within the RA-20 Residential-Agricultural District as shown on the zoning map, the following dimensional requirements shall be complied with:

b. Lot Sizes

- a. Without public water or sewer
 - i. .75 acres or 1 acre density average
- b. With public water
 - i. .5 acres or .75 density average
- c. With public water and sewer
 - (1) .25 acres or .5 density average

Within the critical zone of the watershed, land abutting an impounded water supply water body shall have a minimum lot size of one and a half (1.5) acres. Lot sizes within a subdivision that are not directly abutting the impoundment may average one and one-fourth (1.25) acre lot size with a minimum lot size of one (1) acre. Where the non-abutting lots are served by both public water and sewer, lots may average 1 acre with a % minimum lot size.

Land lying within the Protected Area of the Watershed shall have a minimum lot size average of 35,000 square feet with a minimum lot size of 25,000 square feet. Where the residences are served by public water and sewer, lots shall average a minimum of 20,000 square feet with a minimum lot size of 15,000 square feet.

- c. Minimum lot width at building line: 100 ft
- c. Minimum front yard setback: 30 ft.

In the absence of a dedicated right-of-way it shall be deemed that there is a forty-five (45) foot right-of-way, in which the existing street is centered.

- d. Minimum side yard setback: 10 ft.
Side yard abutting a street: 15 ft.
- e. Minimum rear yard setback: 25 ft.
- f. Maximum height of buildings: 35 ft.
- g. Maximum permissible lot coverage by all impervious surfaces (structures, pavement, etc.); shall not exceed 50% of the total lot area. Maximum coverage for land lying within a designated watershed shall comply with the Town of Sawmills Watershed Protection Ordinance.

(D) Location of accessory buildings: No accessory structure shall be erected in any required front yard or within 20 feet of any street line or within ten feet of a lot line not a street line, and provided that in case of a corner lot with reversed frontage, no accessory structure shall extend beyond the front yard line of the lots in the rear. An accessory structure shall never be located closer than ten feet to the principal structure.

For residential lots exceeding two (2) acres, an accessory structure may be located in the front yard but not closer than seventy (75) feet from the street right of way or front lot line. In the absence of a dedicated right-of-way it shall be deemed that there is a forty-five (45) foot right-of-way, in which the existing street is centered.

(E) Corner visibility: On a corner lot, within the area formed by the center lines of the intersecting streets and a line joining points of such center lines at a distance of 80 feet from their intersection, there shall be no obstruction to vision between a height of two feet and height often feet above the average center line grade of each street.

§153.053 R-15 RESIDENTIAL HIGH DENSITY DISTRICT.

The R-15 Residential High Density District is established as a district in which the principal use of land is for single-family, two-family, modular homes and manufactured homes on individual lots, and manufactured home parks. The regulations are intended to prohibit any use, which, because of its character, would interfere with the residential nature of this district. It is expected that municipal water and sewage facilities will be available to each lot in such districts.

(A) The following uses are permitted:

- (1) Single-family dwellings.
- (2) Two-family dwellings and duplexes.
- (3) Manufactured homes on individual lots subject to the provisions of Section 90H.
- (4) Manufactured home parks subject to the provisions of 90G.
- (5) Accessory structures to residential uses, provided that no accessory structure shall be rented or occupied for commercial purposes, and provided further, that no accessory structure shall be used for human habitation.
- (6) Churches, and other places of worship.
- (7) Customary home occupations; the Board of Adjustment shall decide whether other home occupations are within the spirit of the chapter.

- (8) Small professional or announcement sign non-illuminated not over two square feet in area mounted flat to the main wall of the building, any non-illuminated real estate signs not over six feet in area.

(B) Conditional uses: The following Conditional Uses are permitted when authorized by the Sawmills Board of Adjustment after said Board holds a public hearing except with respect to division (B)(1) and (7). In these situations the Planning Board reviews the proposed development before sending the Conditional Use request to the Town Council for final approval or disapproval using the same procedures as the Board of Adjustment.

- (1) Apartments
- (2) Rooming, boarding, and tourist homes
- (3) Family care homes
- (4) Cemeteries
- (5) Fire stations
- (6) Schools
- (7) Grounds and facilities for recreational and community center buildings, country clubs, lakes, parks, and similar facilities operated on a nonprofit basis.
- (8) Public utility distribution lines, transformer stations, transmission lines, water tanks, but not service or storage tanks.
- (9) Any form of agriculture or horticulture (greenhouses and nurseries) including the sale of products of a retail stand on the property where produced.

(C) Dimensional Requirements

Within the R-15 Residential District as shown on the zoning map, the following dimensional requirements shall be complied with:

- c. Lot Sizes
 - a. Without public water or sewer
 - i. .75 acres or 1 acre density average
 - b. With public water
 - i. .5 acres or .75 density average
 - c. With public water and sewer
 - i. .25 acres or .5 density average

Within the critical zone of the watershed, land abutting an impounded water supply water body shall have a minimum lot size of one and a half (1.5) acres. Lot sizes within a subdivision that are not directly abutting the impoundment may average one and ¼ (1.25) acre lot size with a minimum lot size of one (1) acre. Where the non-abutting lots are served by both public water and sewer, lots may average 1 acre with a ¾ minimum lot size.

Land lying within the Protected Area of the Watershed shall have a minimum lot size average of 35,000 square feet with a minimum lot size of 25,000 square feet. Where the residences are served by public water and sewer, lots shall average a minimum of 20,000 square feet with a minimum lot size of 15,000 square feet.

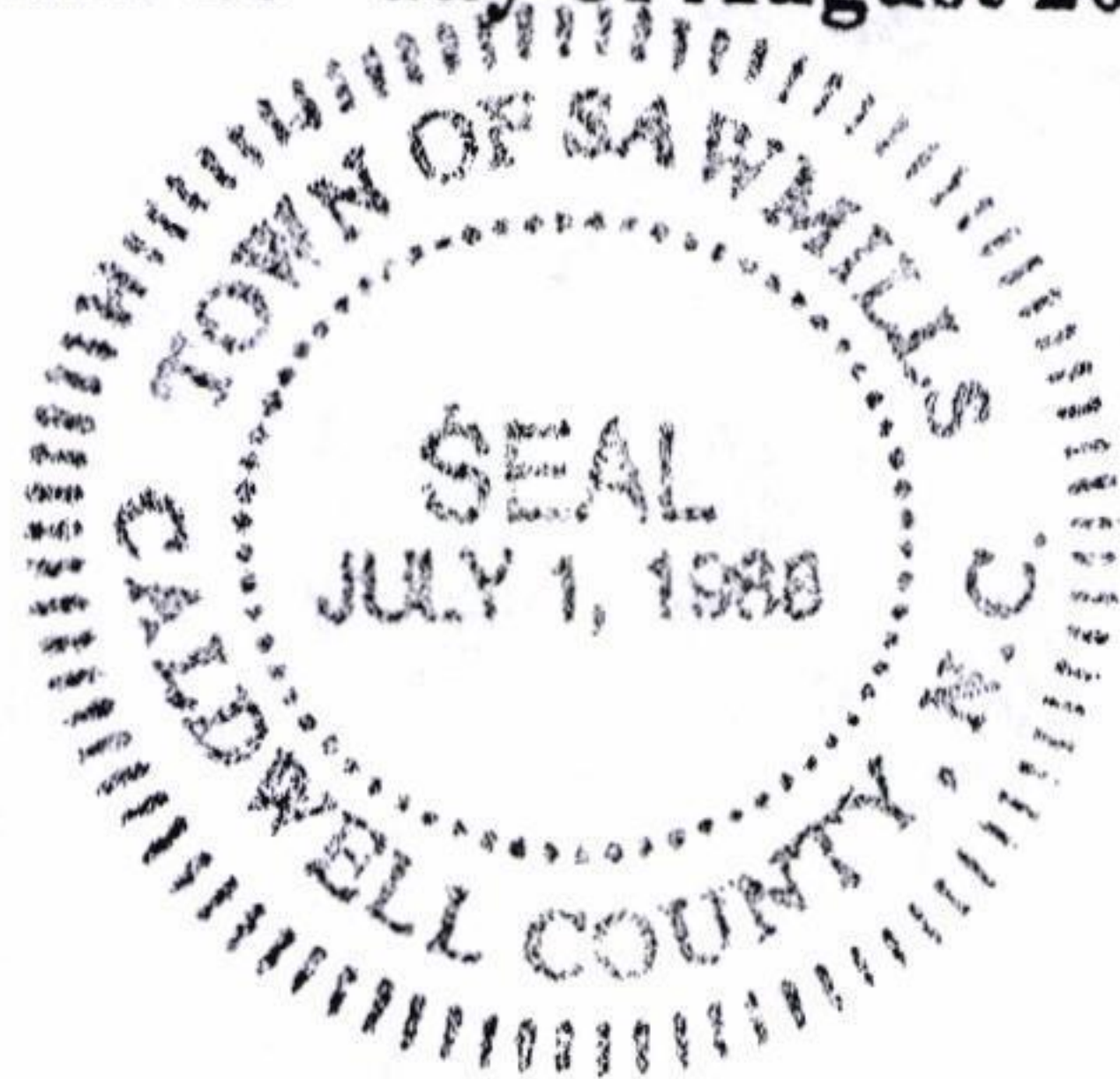
- a. Minimum lot width at building line: 100 ft
- b. Minimum front yard setback: 30 ft.

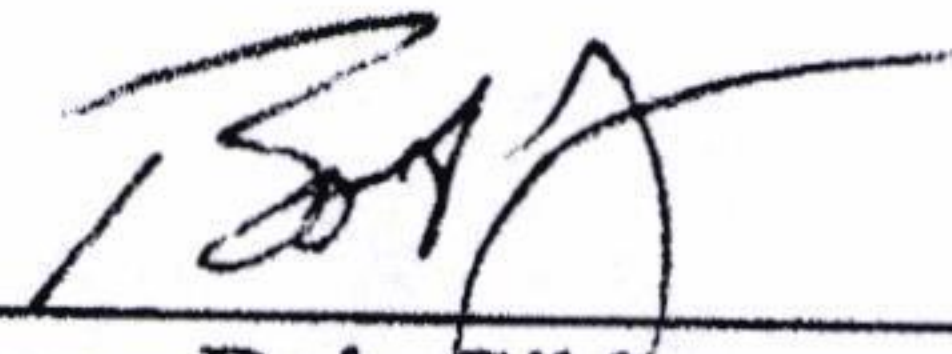
In the absence of a dedicated right-of-way it shall be deemed that there is a forty-five (45) foot right-of-way, in which the existing street is centered.

- c. Minimum side yard setback: 10 ft.
Side yard abutting a street: 15 ft.
 - d. Minimum rear yard setback: 25 ft.
 - e. Maximum height of buildings: 35 ft.
 - f. Maximum permissible lot coverage by all impervious surfaces (structures, pavement, etc.); shall not exceed 50% of the total lot area. Maximum coverage for land lying within a designated watershed shall comply with the Town of Sawmills Watershed Protection Ordinance.
- (D) Location of accessory buildings: No accessory structure shall be erected in any required front yard or within 20 feet of any street line or within ten feet of a lot line not a street line, and provided that in case of a corner lot with reversed frontage, no accessory structure shall extend beyond the front yard line of the lots in the rear. An accessory structure shall never be located closer than ten feet to the principal structure.
- For residential lots exceeding two (2) acres, an accessory structure may be located in the front yard but not closer than seventy (75) feet from the street right of way or front lot line. In the absence of a dedicated right-of-way it shall be deemed that there is a forty-five (45) foot right-of-way, in which the existing street is centered.
- (E) Corner visibility: On a corner lot, within the area formed by the center lines of the intersecting streets and a line joining points of such center lines at a distance of 80 feet from their intersection, there shall be no obstruction to vision between a height of two feet and height often feet above the average center line grade of each street.

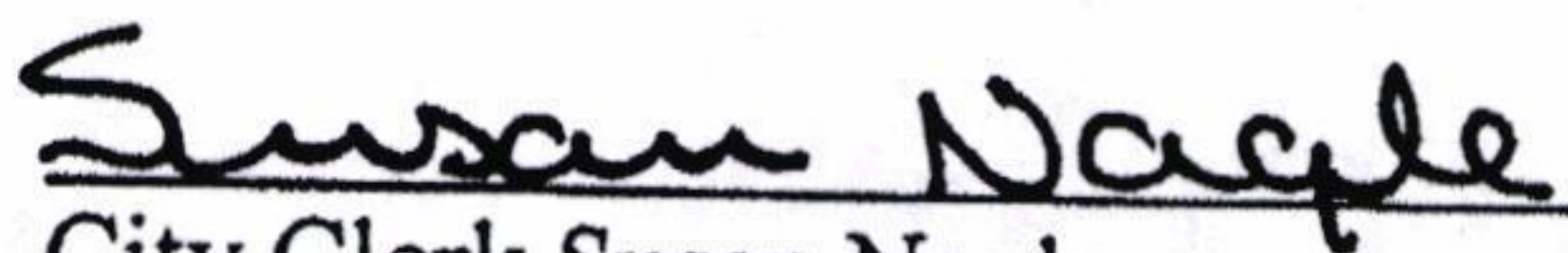
ADOPTED this 16th day of August 2011.

ATTEST:





Mayor Bob Gibbs



City Clerk Susan Nagle

Ordinance _____

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

**AN ORDINANCE TO AMEND THE TEXT OF THE CODE OF ORDINANCES,
SECTIONS 153.005, 153.051(A) and (B), 153.052(A) and (B), and 153.053(A) and
(B)**

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 Sawmills Town Council conducted a public hearing to consider amending Sections 153.005, 153.051(A) and (B), 153.052(A) and (B), and 153.053(A) and (B) of the Town's Code of Ordinances on August 16, 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 R-20 Residential Low Density, 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 a portion of Section 153.005, and Sections 153.051, 153.052, and 153.053 of the Code of Ordinances, Town of Sawmills, are hereby amended to read as follows:

§ 153.005 DEFINITIONS.

ACCESSORY DWELLING. A dwelling unit that is accessory, supplementary, and secondary to the principal Dwelling Unit that may be constructed as an addition to the principal structure or as an accessory building.

§153.051 R-20 RESIDENTIAL LOW DENSITY DISTRICT.

This district is composed of certain quiet, low density residential sections of the community, plus certain open areas where similar residential development appears likely to occur, as indicated by the Land Development Plan. The regulations of this district are intended to discourage any use which, because of its character, would substantially interfere with the development of single family residences in the district and which would be detrimental to the quiet residential nature of the areas included within this district.

(A) The following uses are permitted:

- (1) Single family dwellings; exclusive of manufactured homes.
- (2) Accessory buildings to residential uses, provided that no accessory building shall be rented or occupied for commercial purposes, and provided further, that no accessory building shall be used for human habitation, unless an approved accessory dwelling.
- (3) Churches, and other places of worship.
- (4) Customary home occupations;

- (5) Small professional or announcement sign non-illuminate not over two square feet in area mounted flat to the main wall of the building, any non-illuminated real estate signs not over six feet in area.
- (6) Public utility distribution lines, transformer stations, transmission lines, water tanks, but not service or storage tanks.

(B) Conditional uses: The following conditional uses are permitted when authorized by The Sawmills Board of Adjustment after said Board holds a public hearing.

(1) Accessory Dwelling.

- (a) The accessory dwelling shall not exceed fifty (50) percent of the square footage of the livable area of the principal structure.
- (b) The accessory dwelling shall meet all the setback requirements of a principal use.
- (c) The exterior of the accessory dwelling shall be compatible with the principal residence in terms of color, siding, roof pitch, window detailing, and roofing materials.
- (d) Accessory dwellings shall only be allowed on parcels that contain owner-occupied single-family dwelling units.

(2) Cemeteries.

(3) Fire stations.

(4) Schools.

(5) Grounds and facilities for recreational and community center buildings, counts clubs, lakes, parks, and similar facilities operated on a non-profit basis.

(6) Horses provided there is 3 acres of pasture per horse.

(C) Dimensional Requirements. Within the R-20 Residential-Agricultural District as shown on the zoning map, the following dimensional requirements shall be complied with:

a. Lot Sizes

- a. Without public water or sewer
 - i. .75 acres or 1 acre density average
- b. With public water
 - i. .5 acres or .75 density average
- c. With public water and sewer
 - i. .25 acres or .5 density average

Within the critical zone of the watershed, land abutting an impounded water supply water body shall have a minimum lot size of one and a half (1.5) acres. Lot sizes within a subdivision that are not directly abutting the impoundment may average one and ¼ (1.25) acre lot size with a minimum lot size of one (1) acre. Where the non-abutting lots are served by both public water and sewer, lots may average 1 acre with a ¾ minimum lot size.

Land lying within the Protected Area of the Watershed shall have a minimum lot size average of 35,000 square feet with a minimum lot size of 25,000 square feet. Where the residences are served by public water and sewer, lots shall average a minimum of 20,000 square feet with a minimum lot size of 15,000 square feet.

- a. Minimum lot width at building line: 100 ft
- b. Minimum front yard setback: 30 ft.

In the absence of a dedicated right-of-way it shall be deemed that there is a forty-five (45) foot right-of-way, in which the existing street is centered.

- c. Minimum side yard setback: 10 ft.
Side yard abutting a street: 15 ft.
- d. Minimum rear yard setback: 25 ft.
- e. Maximum height of buildings: 35 ft.
- f. Maximum permissible lot coverage by all impervious surfaces (structures, pavement, etc.); shall not exceed 50% of the total lot area. Maximum coverage for land lying within a designated watershed shall comply with the Town of Sawmills Watershed Protection Ordinance.

(D) Location of accessory buildings: No accessory building shall be erected in any required front or side yard or within 20 feet of any street line or within ten feet of a lot line not a street line, and provided that in case of a corner lot with reversed frontage, no accessory building shall extend beyond the front yard line of the lots in the rear. Neither shall an accessory building be located closer than ten feet to the principal structure.

(E) Corner visibility: On a corner lot, within the area formed by the center lines of the intersecting streets and a line joining points of such center lines at a distance of 80 feet from their intersection, there shall be no obstruction to vision between a height of two feet and height often feet above the average center line grade of each street.

§153.052 RA-20 RESIDENTIAL MEDIUM DENSITY DISTRICT.

This district is composed of medium density residential development and of open areas which are used for farmland and woodland. The RA-20 district shall consist of single-family dwellings, two-family dwellings, manufacture and modular homes on individual lots and related uses necessary for a sound neighborhood. The regulations for this district are designed to stabilize and encourage a healthful environment for family life in areas where either or both public water or sewer facilities are available.

(A) The following uses are permitted:

- (1) Single family dwellings.
- (2) Two-family dwellings and duplexes subject to division (C)(7).
- (3) Manufactured and modular homes on individual lots
- (4) Accessory buildings to residential uses, provided that no accessory building shall be rented or occupied for commercial purposes, and provided further, that no accessory building shall be used for human habitation, unless an approved accessory dwelling.
- (5) Churches, and other places of worship.
- (6) Customary home occupations; the Board of Adjustments shall decide whether other home occupations are within the spirit of the chapter.

- (7) Small professional or announcement sign non-illuminated not over two square feet in area mounted flat to the main wall of the building, any non-illuminated real estate signs not over six feet in area.
- (8) Public utility distribution lines, transformer stations, transmission lines, water tanks, but not service or storage tanks.

(B) Conditional uses: The following conditional uses are permitted when authorized by the Sawmills Board of Adjustment after said Board holds a public hearing.

(1) Accessory Dwelling.

- (a) The accessory dwelling shall not exceed fifty (50) percent of the square footage of the livable area of the principal structure.
- (b) The accessory dwelling shall meet all the setback requirements of a principal use.
- (c) The exterior of the accessory dwelling shall be compatible with the principal residence in terms of color, siding, roof pitch, window detailing, and roofing materials.
- (d) Accessory dwellings shall only be allowed on parcels that contain owner-occupied single-family dwelling units.

(2) Cemeteries.

(3) Fire stations.

(4) Schools.

(5) Grounds and facilities for recreational and community center buildings, country clubs, lakes, parks, and similar facilities operated on a non-profit basis.

(6) Airports.

(7) Any form of agriculture or horticulture (greenhouses and nurseries) including the sale of products at a retail stand on the property where produced.

(8) Horses provided there is one acre of pasture per horse.

(C) Dimensional Requirements

Within the RA-20 Residential-Agricultural District as shown on the zoning map, the following dimensional requirements shall be complied with:

a. Lot Sizes

- a. Without public water or sewer
 - a. .75 acres or 1 acre density average
- b. With public water
 - i. .5 acres or .75 density average
- c. With public water and sewer
 - (1) .25 acres or .5 density average

Within the critical zone of the watershed, land abutting an impounded water supply water body shall have a minimum lot size of one and a half (1.5) acres. Lot sizes within a subdivision that are not directly abutting the impoundment may average one and ¼ (1.25)

- (4) Manufactured home parks subject to the provisions of 90G.
- (5) Accessory buildings to residential uses, provided that no accessory building shall be rented or occupied for commercial purposes, and provided further, that no accessory building shall be used for human habitation, unless an approved accessory dwelling.
- (6) Churches, and other places of worship.
- (7) Customary home occupations; the Board of Adjustment shall decide whether other home occupations are within the spirit of the chapter.
- (8) Small professional or announcement sign non-illuminated not over two square feet in area mounted flat to the main wall of the building, any non-illuminated real estate signs not over six feet in area.

(B) Conditional uses: The following Conditional Uses are permitted when authorized by the Sawmills Board of Adjustment after said Board holds a public hearing except with respect to division (B)(1) and (7). In these situations the Planning Board reviews the proposed development before sending the Conditional Use request to the Town Council for final approval or disapproval using the same procedures as the Board of Adjustment.

- (1) Apartments
- (2) Rooming, boarding, and tourist homes
- (3) Family care homes
- (4) Cemeteries
- (5) Fire stations
- (6) Schools
- (7) Grounds and facilities for recreational and community center buildings, country clubs, lakes, parks, and similar facilities operated on a nonprofit basis.
- (8) Public utility distribution lines, transformer stations, transmission lines, water tanks, but not service or storage tanks.
- (9) Any form of agriculture or horticulture (greenhouses and nurseries) including the sale of products of a retail stand on the property where produced.
- (10) Accessory Dwellings
 - a. The accessory dwelling shall not exceed fifty (50) percent of the square footage of the livable area of the principal structure.
 - b. The accessory dwelling shall meet all the setback requirements of a principal use.
 - c. The exterior of the accessory dwelling shall be compatible with the principal residence in terms of color, siding, roof pitch, window detailing, and roofing materials.
 - d. Accessory dwellings shall only be allowed on parcels that contain owner-occupied single-family dwelling units.

acre lot size with a minimum lot size of one (1) acre. Where the non-abutting lots are served by both public water and sewer, lots may average 1 acre with a $\frac{3}{4}$ minimum lot size.

Land lying within the Protected Area of the Watershed shall have a minimum lot size average of 35,000 square feet with a minimum lot size of 25,000 square feet. Where the residences are served by public water and sewer, lots shall average a minimum of 20,000 square feet with a minimum lot size of 15,000 square feet.

b. Minimum lot width at
building line: 100 ft

c. Minimum front yard setback: 30 ft.

In the absence of a dedicated right-of-way it shall be deemed that there is a forty-five (45) foot right-of-way, in which the existing street is centered.

d. Minimum side yard setback: 10 ft.
Side yard abutting a street: 15 ft.

e. Minimum rear yard setback: 25 ft.

f. Maximum height of buildings: 35 ft.

g. Maximum permissible lot coverage by all impervious surfaces (structures, pavement, etc.); shall not exceed 50% of the total lot area. Maximum coverage for land lying within a designated watershed shall comply with the Town of Sawmills Watershed Protection Ordinance.

(D) Location of accessory buildings: No accessory building shall be erected in any required front or side yard or within 20 feet of any street line or within ten feet of a lot line not a street line, and provided that in case of a corner lot with reversed frontage, no accessory building shall extend beyond the front yard line of the lots in the rear. Neither shall an accessory building be located closer than ten feet to the principal structure.

(E) Corner visibility: On a corner lot, within the area formed by the center lines of the intersecting streets and a line joining points of such center lines at a distance of 80 feet from their intersection, there shall be no obstruction to vision between a height of two feet and height often feet above the average center line grade of each street.

§153.053 R-15 RESIDENTIAL HIGH DENSITY DISTRICT.

The R-15 Residential High Density District is established as a district in which the principal use of land is for single-family, two-family, modular homes and manufactured homes on individual lots, and manufactured home parks. The regulations are intended to prohibit any use, which, because of its character, would interfere with the residential nature of this district. It is expected that municipal water and sewage facilities will be available to each lot in such districts.

(A) The following uses are permitted:

(1) Single-family dwellings.

(2) Two-family dwellings and duplexes.

(3) Manufactured homes on individual lots subject to the provisions of Section 90H.

(C) Dimensional Requirements

Within the R-15 Residential District as shown on the zoning map, the following dimensional requirements shall be complied with:

- c. Lot Sizes
 - a. Without public water or sewer
 - i. .75 acres or 1 acre density average
 - b. With public water
 - i. .5 acres or .75 density average
 - c. With public water and sewer
 - i. .25 acres or .5 density average

Within the critical zone of the watershed, land abutting an impounded water supply water body shall have a minimum lot size of one and a half (1.5) acres. Lot sizes within a subdivision that are not directly abutting the impoundment may average one and $\frac{1}{4}$ (1.25) acre lot size with a minimum lot size of one (1) acre. Where the non-abutting lots are served by both public water and sewer, lots may average 1 acre with a $\frac{3}{4}$ minimum lot size.

Land lying within the Protected Area of the Watershed shall have a minimum lot size average of 35,000 square feet with a minimum lot size of 25,000 square feet. Where the residences are served by public water and sewer, lots shall average a minimum of 20,000 square feet with a minimum lot size of 15,000 square feet.

- d. Minimum lot width at building line: 100 ft

- c. Minimum front yard setback: 30 ft.

In the absence of a dedicated right-of-way it shall be deemed that there is a forty-five (45) foot right-of-way, in which the existing street is centered.

- d. Minimum side yard setback: 10 ft.
Side yard abutting a street: 15 ft.

- e. Minimum rear yard setback: 25 ft.

- f. Maximum height of buildings: 35 ft.

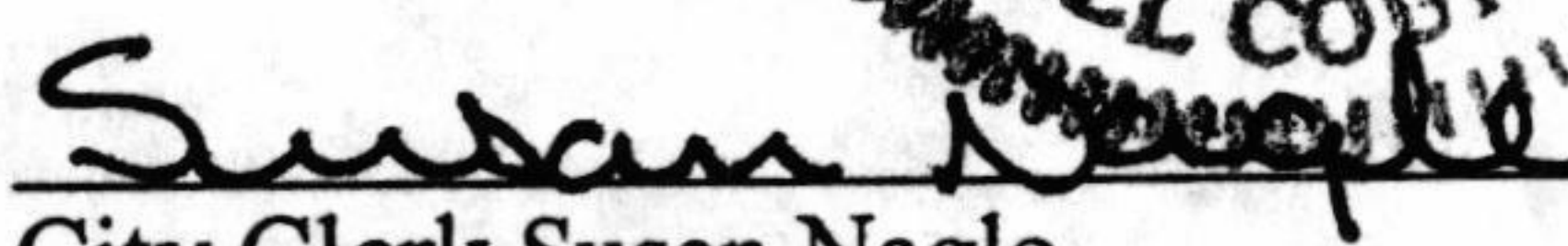
- g. Maximum permissible lot coverage by all impervious surfaces (structures, pavement, etc.); shall not exceed 50% of the total lot area. Maximum coverage for land lying within a designated watershed shall comply with the Town of Sawmills Watershed Protection Ordinance.

- (D) Location of accessory buildings: No accessory building shall be erected in any required front or side yard or within 20 feet of any street line or within ten feet of a lot line not a street line, and provided that in case of a corner lot with reversed frontage, no accessory building shall extend beyond the front yard line of the lots in the rear. Neither shall an accessory building be located closer than ten feet to the principal structure.

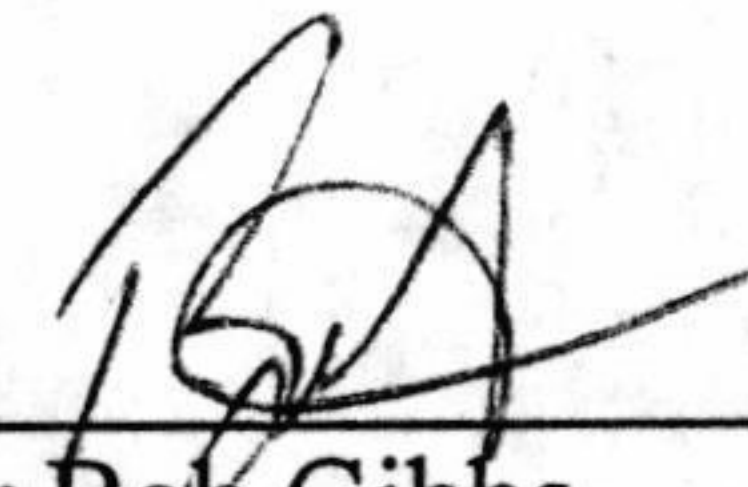
- (E) Corner visibility: On a corner lot, within the area formed by the center lines of the intersecting streets and a line joining points of such center lines at a distance of 80 feet from their intersection, there shall be no obstruction to vision between a height of two feet and height often feet above the average center line grade of each street.

ADOPTED this 16th day of August 2011

ATTEST:


City Clerk Susan Nagle




Mayor Bob Gibbs

Funding Request

Name of Organization: _____ Phone: _____

Permanent Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Amount Requested: _____ Amount Needed for the Project: _____

Date Funds Needed: _____ Date Project Begins: _____ Completion Date: _____

Complete Description of Project: _____

How will the funds be used? _____

How will this project benefit the community?

Official Town Use Only

Date application received _____ Date presented to Town Council _____

Date Approved _____ Denied _____ Amount Approved _____

Available Balance in Governing Body Donations Expense Acct: _____

Date Check Written _____ Check No. _____ Amount _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

- ## -

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

NORTH CAROLINA
CALDWELL COUNTY

MOWING AGREEMENT

DATE: 7/1/2011

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 11.101415

TOWN OF SAWMILLS

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Sawmills, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department has requested the Municipality to perform "routine" and/or "clean-up" mowing of vegetation with the State Highway System right of ways of secondary and some primary roads.

WHEREAS, the Municipality has agreed to perform said mowing subject to the conditions hereinafter set forth.

NOW THEREFORE, the parties hereto, each in consideration of the promises and the undertaking of the other as herein provided do hereby covenant and agree, each with the other as follows:

1. The Municipality, and or its contractor, shall provide the equipment, labor, materials, and traffic controls to perform said mowing services for locations shown on Exhibit "B". All work shall be performed in accordance with generally accepted horticultural practices, Departmental standards and specifications and the attached Exhibit "A".

2. Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by GS 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at:
<https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

(A) No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.

(B) Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Town of Sawmills

County: Caldwell

TIP / WBS Element:

WBS Element: 11.101415

3. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
4. This Agreement shall remain in effect for a three-year period, beginning July 1, 2011 through June 30, 2014.
5. The Municipality shall complete the minimum number of mowing cycles per year consistent with the number of cycles mowed by the Department with the maximum reimbursement based on the number of cycles that the Department has mowed.
6. The Department shall reimburse the Municipality for the actual cost for labor and equipment not to exceed \$525.60 per reimbursable cycle. Reimbursement shall be made in one final payment upon completion of the yearly mowing cycles. The Municipality shall submit an itemized invoice to the Department no later than sixty (60) days after completion of the yearly mowing cycles. Failure to submit an invoice within sixty (60) days after completion of the final yearly mowing cycle will be a bar from reimbursement of that yearly mowing. Reimbursement shall be made upon approval of said invoice by the Department's Division Engineer and Financial Management Division.
7. The Municipality, and or its agent, shall maintain adequate records and documentation to support the work performed under this agreement and shall permit free access to its records by official representatives of the State of North Carolina. Furthermore, the Municipality, or its agent, shall maintain all pertinent records and documentation for a period of not less than five (5) years following the final audit by the Department.
8. At the end of the one year period, upon written mutual consent, this Agreement shall continue as written, with the understanding that the Department or the Municipality reserves the right to cancel this Agreement with a one hundred twenty (120) day written notice to the opposite party (see attached addendum). If the Municipality desires to continue the mowing service described in this agreement, the Municipality and the Department shall re-negotiate the fee, if applicable.
9. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S.

ATTEST:

BY: Susan Baggett

TITLE TOWN CLERK

DATE: 8-17-11



TOWN OF SAWMILLS

BY: [Signature]

TITLE: MAYOR

DATE: 8/17/11

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

SEAL

Federal Tax Identification Number:

56-1409679
Town of Sawmills

Remittance Address:

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

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE HIGHWAY ADMINISTRATOR

DATE: _____

Presented to Board of Transportation Item O: _____
(Date)

ADDENDUM

RE: Provision 8

The cancellation notice for THIS AGREEMENT has been amended and is not intended and should not be interpreted as new standard language for the cancellation notice of any other Agreement with the Department.

EXHIBIT "A"

DEFINITIONS:

"Routine Mowing" – The area to be mowed along each roadway shall be in conformance with previously established mowing patterns. Typical mowing patterns are attached.

Generally, the area to be mowed is from the travelway to the shoulder point and one "swath" beyond in fill sections and from the travelway to the ditch line and one "swath" beyond in cut sections. A "swath" is the width of cut for the mower being used and shall be a minimum of 5 feet. Routine mowing also includes the mowing of sight distance areas at intersections, interchanges, along curves, and sight distance at signs on freeways.

On divided highways, mowing in the median shall be performed in accordance with the established mowing patterns.

"Clean-Up" Mowing – Mowing within the right of way which includes the area established for "routine" mowing extends beyond these limits generally to the right of way line or to established mowing patterns. The areas included are shown on the typical mowing patterns included elsewhere in this proposal. Clean-up mowing includes the mowing of sight distance areas at intersections, interchanges, and along curves. On divided highways, mowing in the median shall be performed in accordance with established mowing patterns.

"Additional" Mowing – Any mowing required to be done which is not part of routine or clean-up mowing. Additional mowing will be performed only when and as directed by the Engineer.

PROJECT SPECIAL PROVISIONS

Mowing Height for this contract shall be six (6) inches.

GENERAL INFORMATION:

Policy – It is the policy of the North Carolina Department of Transportation to maintain State Highway system roadsides in a pleasing and safe condition commensurate with the function and service rendered by individual highway segments. It is intended that grass height within established mowing zones will be maintained between the height shown in the Project Special Provisions and eighteen (18) inches along interstate, primary, major paved secondary, and urban routes. Along minor paved and unpaved secondary routes, grass

heights may exceed eighteen (18) inches for varying periods of time; however, safe sight distances will be maintained.

Growth Regulators/Retardants – The City's attention is direct to the fact that the Department may elect to use growth regulators/retardants on some sections of roadway. These sections will be identified to the prospective bidders at the Pre-Bid Conference. Generally, the need for mowing of these sections will be reduced during the mowing season. No payment will be made for mowing these sections unless mowing is specifically authorized by the Engineer.

"Routine" Mowing – The mowing pattern along each roadway shall be determined by the Engineer. Typical mowing patterns are attached.

"Clean-Up" Mowing – Mowing within the right of way which includes the area established for "routine" mowing and extends beyond these limits generally to the right of way line or to established mowing patterns. The areas included are shown on the typical mowing patterns that are attached.

Clean-up mowing includes the mowing of sight distance areas at intersections, interchanges, and along curves. On divided highways, mowing in the median shall be performed in accordance with established mowing patterns.

Equipment – The City must demonstrate to the satisfaction of the Engineer that the mowing equipment to be used in the work is in good working condition and suitable for performing the work required. Mowers shall consist of a tractor equipped with rear mounted rotary or flail mower and a side mounted rotary, flail, or sickle mower. When used in combination, the mowers shall overlap. Rear mounted mowers shall be a minimum of 60" wide.

Mowers are to be equipped with shields which preclude foreign objects from being thrown out from the cutting unit enclosures. Tractors shall be equipped so as to conform to the prevailing Occupational Safety Health Act Standards. Tractors shall also be equipped with a minimum of two outside blinking amber lights, visible from both directions and one top of cab mounted amber rotating light, visible from both directions. The City must furnish, mount, and maintain a "Caution Mower" sign or a "caution" sign on the rear of each mower. In addition, the City shall display his company name on each tractor.

Signing – The City will furnish and erect "Mowing Ahead" signs which are to be kept appropriately spaced. The Engineer will determine the specific requirements for signing. A detail for the "Grass Mowing Ahead" sign is attached.

Hours of Work – The City's operations will be restricted to daylight hours and no work may be performed on Sundays and legal State holidays unless otherwise approved by the Engineer. Work shall only be performed when visibility conditions allow safe operations.

ENGINEER:

Engineer – The Engineer for this project shall be the Division Engineer, Division of Highways, North Carolina Department of Transportation, for the Division in which the project is located, acting directly or through his duly authorized representatives.

Authority – The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the City. He shall have the authority to alter mowing priorities in order to address special needs of the Department. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders if the City fails to carry out promptly.

Public Liability and Property Damage – The City shall take out and maintain during the life of this contract such public Liability and Property Damage Insurance as shall protect him and subcontractors performing work covered by this contract from claims for damage for property damages which may arise from operations under this contract. Whether such operations are done by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$150,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$300,000 on account of one accident, and Property Damage Insurance in an amount not less than \$150,000.

Proof of insurance, as described above, shall be furnished to the Engineer prior to beginning work.

Supervision – At all times that work is actually being performed, the City shall have available on the project one competent individual who has been authorized to act in a supervisory capacity over all work. The individual who has been so authorized shall be experienced in the type of work being performed and is to be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and of receiving and carrying out directions from the Engineer or his authorized representative.

Prosecution of Work – The City will be notified by the Engineer as to when to begin operations for each cycle or portion thereof and for any additional mowing, the City shall begin work within five (5) working days after being notified. Any work performed prior to the time of notification by the engineer will not be included in any payment to the City. The City will be required to prosecute the work in a continuous and uninterrupted manner.

Operation of Equipment – The City shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Insofar as possible, the tractor wheels are to remain off the travelway during mowing operations. The equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended, unless approved by the Engineer.

Responsibility for Damage Claims – The City shall indemnify and save harmless the Department of Transportation and its officers, agents, and employees from all suits, actions or claims by any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the City, its agents or employees, in the performing of the contract.

Protection and Restoration of Property – The City shall be responsible for the protection from his activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and to poles, wires, cables, and other overhead structures.

The City shall conduct his operations so as to prevent damage to roadway delineators and signs. Should any essential sign (YIELD, ONE WAY, etc.) suffer more than minor damage, the Engineer, or his representative, shall be notified no later than the end of that working day. Damage to STOP signs shall be reported immediately. Such signs will be repaired or replaced by the Department at the City's expense. Damage to other signs, delineators, etc. may be repaired or replaced by the City subject to approval by the Engineer or they may be repaired or replaced by the Department at the City's expense.

The City shall protect carefully from disturbance or damage all land monuments and property markers.

The City shall be responsible for the removal, preservation, and resetting of all mail boxes disturbed by the mowing operations. The mail boxes and their supports, when reset, shall be left in as good a condition as they were prior to the mowing operation.

The City will be held responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, negligence, or misconduct in the execution of the work, he shall either restore at his own expense such property to a condition similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the Department. In case of failure on the part of the City to restore such property or make good such damage or injury the Department may at the City's expense repair, rebuild, or otherwise restore such property in such manner as the Engineer may consider necessary.

DEFAULT TO CONTRACT:

Declaration of Default – The Department shall have the right to declare a default of contract for breach by the City of any material term or condition of the contract. Material breach by the City shall include, but specifically shall not be limited to, failure to begin work under the contract within the time specified; failure to provide workmen or equipment adequate to

perform the work; unsatisfactory performance of the work, or failure to maintain satisfactory work progress.

Sanctions – In the event of a breach of the contract by the City, the Department shall have the right, power and authority, in its sole discretion, without violating the contract or releasing the surety; to perform the work or any part thereof with Department personnel and equipment; to re-let the work upon such terms and conditions as the Department shall deem appropriate; to employ any other methods that it may determine are required for completion of the contract in an acceptable manner; and to withhold any sums due the City under the contract without penalty or interest until the work is completed.

Notice – Before invoking any of the sanctions provided for herein, the Department, acting through the Engineer, will give the City at least seven (7) days written notice with a copy to the surety, which will set forth the breach of contract involved and the sanctions to be imposed. The Department, in its discretion, may grant the City time in excess of seven (7) days within which to comply with the contract terms and the time allowed will be set forth in writing. If the Department determines during such period that the City is not proceeding satisfactorily to compliance, it may impose the sanction after twenty-four (24) hours notice to the City. If the Department determines that the City is not in compliance at the end of the time allowed, it may immediately impose any of the sanctions set forth herein and will advise the City, in Writing, with a copy to the surety of the sanctions imposed.

Payment – After declaration of default, the City will be entitled to receive payment for work satisfactorily completed, less any sums that may be due the Department from the City. The Department, at its election, may retain the sum due the City, or any portion thereof, without interest or penalty, until the contract work is completed; or it may make payment to the City upon declaration of default for work satisfactorily completed to the date that notice of default is received by the City. Determination of the method of payment shall be in the sole discretion of the Engineer, and he will advise the City, in writing, of his determination with reference to the specific type of work or service to be performed.

If all costs or expenses incurred by the Department arising out of the breach and imposition of sanctions, together with the total cost to the Department of securing the performance of the work set forth in the contract, exceed the sum that would have been payable under the

contract, the City and the Surety shall be liable to the Department for such excess and shall pay such amount to the Department.

Authority of Engineer – The Engineer will exercise the powers and discretion vested in him by the contract conditions in carrying out the term of this article. He will have full power and authority to carry out any orders, directives, or resolutions issued by the Department in connection with a declaration of default. In the event that the Department fails to specify the sanctions to be imposed, the notice to be given, or the method of completing the work, the Engineer may, in his discretion, impose such sanctions, give such notice, and select such methods of completing the work, as are authorized by this article, and such actions shall have the same effect and validity as if taken pursuant to an express order, directive, or resolution of the Department.

Obligations of City and Surety – No term or terms of this article and no action taken pursuant hereto by the Department of Transportation, its agent, or employees, will be construed to release or discharge the City or the Surety upon the obligation set forth in the contract bonds, and the City and the Surety shall remain bound thereon unto the Department until the work set forth in the contract has been completed and accepted by the Department and all obligations of the City and the Surety arising under the contract and contract bond have been discharged.

INSPECTION, ACCEPTANCE, MEASUREMENT, AND PAYMENT

Inspection – All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the City to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

Basis of Acceptance – It is intended that the work will be completed in a neat, workmanlike manner. Gapped or rolled down, uncut areas will not be considered acceptable. Vegetation around structures, delineators, mail boxes, guardrail and sign posts shall be mowed to provide a neat appearance; however, the City will not be required to perform hand trimming.

EXHIBIT "B"

Roads to be mowed by Town of Sawmills

<u>Road Number</u>	<u>Road Name</u>	<u>Mileage (Road Miles)</u>
US 321A	US 321A	2.50 miles
SR 1108	Lower Cedar Valley	1.10 miles
SR 1108	Mission Road	1.20 miles
SR 1115	Dry Ponds	2.10 miles
SR 1122	Sawmills School	2.10 miles
SR 1123	May Road	1.20 miles
SR 1127	Horseshoe Bend	1.40 miles
SR 1130	Cajah Mountain Road	1.80 miles
SR 1205	Cannon Road	0.10 miles
SR 1284	Spartan Drive	1.10 miles
	Total	14.60 miles



**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

DBE MBE WBE REPLACEMENT REQUEST FORM

The North Carolina Department of Transportation (NCDOT) is committed to the participation of Disadvantaged, Minority and Woman Business Enterprises (DBE/MBE/WBE), in contracting opportunities in accordance with 49 Code of Federal Regulations (CFR). It is the policy of NCDOT to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of the contracts.

In accordance with the Special Provisions the Contractor shall not terminate a committed DBE/MBE/WBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. Reasonable methods to resolve performance disputes must be applied. The contractor must demonstrate reasonable efforts to replace a committed DBE/MBE/WBE firm that does not perform as intended with another committed DBE/MBE/WBE firm. Replacement of a DBE without written approval from NCDOT is a violation of contract provisions and may result in the Contractor being disqualified from bidding for a period of up to 6 months.

Contract Number: _____

DBE/MBE/WBE being replaced: _____

Explanation for Replacement: _____

Subcontract Amount: _____

Amount of Subcontract Remaining: _____

Line Items: _____

If a DBE/MBE/WBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor will make good faith efforts to find another DBE/MBE/WBE subcontractor to substitute for the original DBE/MBE/WBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as DBE/MBE/WBE that was terminated, to the extent needed to meet the contract goal established for the project

Replacement Contractor: _____

Is this a NCDOT Certified DBE/MBE/WBE contractor? Yes _____ No _____

By signing this document, the Contractors and Resident Engineer who is the designated representative of NCDOT, concurs with the process of replacing the named DBE/MBE/WBE subcontractor.

DBE Contractor Signature _____ Date _____

Prime Contractor Signature _____ Date _____

Resident Engineer Signature _____ Date _____

Upon Completion Send to:

Cc: Division Engineer
State Construction Engineer
State Contractor Utilization Engineer
Business Opportunity and Workforce Development

INSTRUCTION FOR SUBMITTAL OF
DBE/MBE/WBE REPLACEMENT REQUEST FORM

(IN ADDITION TO SUBMITTING THIS FORM, THE CONTRACT ADMINISTRATOR MUST MAKE SURE THE FOLLOWING ADDITIONAL STEPS ARE SATISFIED.)

- 1. Prior to starting the replacement process, the prime contractor is responsible for coordinating with the DBE/MBE/WBE subcontractor to see if they are willing and able to perform the work as indicated in their contract.**
- 2. If the DBE/MBE/WBE subcontractor cannot perform the work, the Contract Administrator will coordinate with the State Contractor Utilization Engineer to begin the DBE/MBE/WBE replacement process. The State Contractor Utilization Engineer will work with the Business Opportunity and Workforce Development Unit.**
- 3. The Contract Administrator will make sure the Prime Contractor has submitted all supporting documentation for DBE/MBE/WBE replacement. Letters, emails or any other correspondence between the Prime Contractor, the DBE/MBE/WBE subcontractor, and the Contract Administrator will be considered supporting documentation. This documentation must provide valid reason(s) for replacement (i.e. performance issues, no longer in business). Prime Contractors cannot replace for convenience or perform the work with its own forces or those of an affiliate.**
- 4. The Contract Administrator will make sure the DBE/MBE/WBE subcontractor has been notified and is aware of the replacement requests.**
- 5. If the Prime Contractor is given approval by the Contract Administrator to replace a DBE/MBE/WBE subcontractor, the Contract Administrator will submit all documentation of Good Faith required of the Prime Contractor (Phone logs, emails, any other documentation to support a Good Faith Effort) to the State Contractor Utilization Engineer. The Prime Contractor shall be made aware that he/she needs to make a Good Faith Effort to replace a DBE with a DBE on federal contracts. On state funded contracts Good Faith Efforts shall be made to replace a MBE with a MBE, and a WBE with a WBE.**
- 6. Signature lines on form: Ideally, the form should contain the signature of the original DBE/MBE/WBE subcontractor. However, if this is not possible (i.e. the DBE/MBE/WBE will not sign), then documentation supporting the decision and acknowledgement of the reasons for replacement by the DBE/MBE/WBE subcontractor should be attached.**
- 7. A copy of the replacement documentation and the form should be sent to the State Contractor utilization Engineer in the Contractual Services Unit.**

INSTRUCTIONS FOR COMPLETING
"REQUEST FOR SUBCONTRACT" (FORMS RS-1-A)

1. Fill out the blank portions of the "Request for Subcontract" (Form RS-1-A), except for those items noted to be completed by Resident Engineer.
2. When the proposed Subcontractor is a certified DBE, MB, or WB Subcontractor, an "X" shall be marked in the space to the right of the appropriate designation. When the proposed Subcontractor is neither a certified DBE, MB, or WB Subcontractor, an "X" shall be marked in the space to the right of "NONE." One of the four spaces shall be marked with an "X."
3. When railroad insurance is required for the performance of the subcontracted work, an "X" shall be marked in the space marked "YES" to the right of "Special Insurance." When railroad insurance is not required, an "X" shall be marked "NO" to the right of "Special Insurance."
4. Units of measure shown on the "Request for Subcontract" (Form RS-1-A) shall be the same as those shown in the Department's contract. Any conversions that are necessary to satisfy this requirement shall be the responsibility of the Contractor.
5. When only a portion of the quantity of an item is to be sublet, the physical limits of the sublet quantity shall be identified and indicated by the symbol (). The unit price for each item of work shall be the same as the Department's contract unit price.
6. When a Subcontractor is to perform all the work involved in the contract item, then the unit price for the subcontracted item must be the same as the contract price. When only a part the work is to be sublet, the unit price may be less than the contract price. However, the part of the contract item to be performed by the Subcontractor shall be identified and indicated by the symbol ().
7. When any items requested to be sublet have been previously included in an approved subcontract, the following statement shall be included above the listing of these items: "The following items are being deleted from Subcontract Request No. ____."
8. The "Subcontract Certification" (Form RS-1-C), must be completed and attached for all projects.
9. Complete and attach "DBE/MB/WB Subcontract Certification" (Form RS-1-D) when the proposed Subcontractor is either a certified DBE, MB, or WB Subcontractor. In lieu of submitting the completed "DBE/MB/WB Subcontract Certification" (Form RS-1-D), a copy of the actual subcontract agreement between the Contractor and the Subcontractor can be submitted.
10. The prime Contractor shall sign the agreement and submit the original "Request for Subcontract" (Form RS-1-A), along with the required "Subcontract Certification" (Form RS-1-C), and when required, the "DBE/MB/WB Subcontract Certification" (Form RS-1-D), to the Resident Engineer.

PROJECT NO.: _____ F. A. NO.: _____ COUNTY: _____
CONTRACT NO.: _____ T.I.P. NO.: _____

(Second Tier Subcontractor Name and Address)

[illegible]

Indicates a Partial Item (♦)

SUBMITTED BY: SUBCONTRACTOR: _____ BY: _____ TITLE: _____	APPROVED: _____ Resident Engineer _____ Date
APPROVAL RECOMMENDED BY: CONTRACTOR: _____ BY: _____ TITLE: _____	Approved with the understanding that the Contractor will be responsible for the satisfactory performance and completion of the work in compliance with the terms of the contract and that all payments will be made directly to the Contractor.

INSTRUCTIONS FOR COMPLETING
"REQUEST FOR SECOND TIER SUBCONTRACT" (FORMS RS-1-B)

1. Fill out the blank portions of the "Request for Second Tier Subcontract" (Form RS-1-B), except for those items noted to be completed by Resident Engineer.
2. When the proposed Subcontractor is a certified DBE, MB, or WB Subcontractor, an "X" shall be marked in the space to the right of the appropriate designation. When the proposed Subcontractor is neither a certified DBE, MB, or WB Subcontractor, an "X" shall be marked in the space to the right of "NONE." One of the four spaces shall be marked with an "X."
3. When railroad insurance is required for the performance of the subcontracted work, an "X" shall be marked in the space marked "YES" to the right of "Special Insurance." When railroad insurance is not required, an "X" shall be marked "NO" to the right of "Special Insurance."
4. Units of measure shown on the "Request for Second Tier Subcontract" (Form RS-1-B) shall be the same as those shown in the Department's contract. Any conversions that are necessary to satisfy this requirement shall be the responsibility of the Contractor.
5. When only a portion of the quantity of an item is to be sublet, the physical limits of the sublet quantity shall be identified and indicated by the symbol (). The unit price for each item of work shall be the same as the Department's contract unit price.
6. When a Subcontractor is to perform all the work involved in the contract item, then the unit price for the subcontracted item must be the same as the contract price. When only a part the work is to be sublet, the unit price may be less than the contract price. However, the part of the contract item to be performed by the Subcontractor shall be identified and indicated by the symbol (♦).
7. More than one sheet may be used to list the items to be sublet but each sheet used must be consecutively numbered.
8. The "Subcontract Certification" (Form RS-1-C), must be completed and attached for all projects.
9. Complete and attach "DBE/MB/WB Subcontract Certification" (Form RS-1-D) when the proposed Subcontractor is either a certified DBE, MB, or WB Subcontractor. In lieu of submitting the completed "DBE/MB/WB Subcontract Certification" (Form RS-1-D), a copy of the actual subcontract agreement between the Contractor and the Subcontractor can be submitted.
10. The prime Contractor shall sign the agreement and submit the original "Request for Subcontract" (Form RS-1-A), along with the required "Subcontract Certification" (Form RS-1-C), and when required, the "DBE/MB/WB Subcontract Certification" (Form RS-1-D), to the Resident Engineer.

SUBCONTRACT CERTIFICATION

Complete for All Projects:

1. Project Number: _____	2. County: _____
3. Contractor: _____	4. Subcontractor: _____
5. Date of Subcontract: _____	

Complete for Non-Federal-Aid Projects Only:

6. I _____ certify that:	(a) The Subcontract Agreement is in writing.
	(b) I have made contact with potential Minority Business and Women Business Subcontractors and affirmatively solicited their interest, capability, and prices in conjunction with this Subcontract and have documented the results of such contracts.

Complete for Federal-Aid Projects Only:

7. Federal-Aid Number: _____	
8. I _____ certify that:	(a) The Subcontract Agreement is in writing.
	(b) I have made contact with potential Disadvantaged Business Enterprise Subcontractors and affirmatively solicited their interest, capability, and prices in conjunction with this Subcontract and have documented the results of such contracts.
9. The following items are applicable to subcontracts of \$10,000.00 or more on projects that contain Federal-Aid Regulations and have been attached to and made a part of this Subcontract:	(a) Notice concerning certification of non-segregated facilities. (b) Form FHWA _____, "Required Contractor Provisions." (c) "Specific Equal Opportunity Responsibilities." (d) "Training Special Provisions." (e) All other required Federal-Aid regulations contained in the contract.

Complete for All Projects:

_____ Contractor's Representative	
_____ Representative's Title	_____ Date

INSTRUCTIONS FOR COMPLETING
"SUBCONTRACT CERTIFICATION" (FORM RS-1-C)

1. The Project Number as shown on the contract.
2. The County as shown on the contract.
3. The name of the Contractor or Subcontractor subletting the work.
4. The name of the Subcontractor to whom the work is being sublet.
5. The date the subcontract is executed by the Contractor.
6. The name of the Contractor subletting the work.
7. The Federal-Aid Number shown on the contract.
8. The name of the Contractor subletting the work.
9. Self-explanatory.

DISTINCTIVE HUMAN RESOURCES, INC.
130 North Steele Street, Suite E
Sanford, NC 27330
919-774-7433
919-774-7703 (fax)

7/15/2011

VIA Email: ktrivette@townofsawmills.com

Ms. Kim Trivette
Office Manager
Town of Sawmills

Dear Kim,

We are pleased to provide the enclosed Agreement for Services and look forward to increasing our participation in assisting you and the Town of Sawmills to strengthen your Human Resources program.

If you find this agreement acceptable, please return one (1) copy to us for our signature via mail, email or fax (to 919-774-7703). We will return an original executed copy to you for your files. We feel very comfortable in our ability to provide a level of service that will exceed your expectations.

We appreciate the opportunity to provide you with this proposal for services. We look forward to a continued and mutually rewarding experience with the Town of Sawmills. In the meantime, feel free to call me if you have any questions.

Regards,

David D. Siler, SPHR, GPHR
Managing Partner

Enc.

DISTINCTIVE HUMAN RESOURCES, INC.
130 North Steele Street, Suite E
Sanford, NC 27330
919-774-7433
919-774-7703 (fax)

Date: 07/14/2011

AGREEMENT FOR SERVICES

This Agreement made by and between **Distinctive Human Resources, Inc.** hereinafter referred to as **DHR, Inc.** with offices at 130 North Steele Street, Suite E, Sanford, NC 27330 and the **Town of Sawmills** with an effective date of July 22, 2011.

During the term of this Agreement, **DHR, Inc.** will furnish consulting services and advice as agreed upon by the client. The services and advice will relate to work being done or planned by the client in the field of Human Resources, will be within the scope of **DHR, Inc.'s** area of competence and will specifically include the following:

DHR, Inc. will provide you with a revised and updated draft and up to two revisions of an Personnel Policy Manual.

Our proposal is Sudi Sakurada, SPHR, GPHR will coordinate the accomplishment of these services.

Our fees for providing these services are as follows. These fees are all-inclusive.

Personnel Policy Manual Update	\$500
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Reimbursement for expenses or compensation for services not covered by this proposal will be mutually agreed upon in advance by both parties. It is not anticipated that any additional funds be required for the above projects.

Information and advice given to the **Town of Sawmills** by **DHR, Inc.** is to be considered information only and should not be considered as legal advice. Principals of **DHR, Inc.** are not attorneys and should not be viewed as such.

The **Town of Sawmills** will reimburse **DHR, Inc.** for all authorized expenses incurred in connection with the furnishing of services under this Agreement. This excludes normal day-to-day business expenses incurred in the performance of **DHR, Inc.'s** duties. Compensation for services not covered by this Agreement will be mutually agreed upon in advance by an authorized officer of the **Town of Sawmills** and **DHR, Inc.**

Either party may terminate this Agreement immediately upon written notice. If this agreement is terminated by either party, the **Town of Sawmills** shall only be liable for payment of fees and expenses incurred prior to the effective date of the termination.

This Agreement is subject to and shall be interpreted in accordance with the laws of the State of North Carolina.

By:  Title

Date 8/17/11

By: David Siler of DHR, Inc.,
President and Managing Partner

Date _____

Attachment:

Distinctive Human Resources, Inc. is a full-service HR Consulting firm that specializes in providing support and service to small-to-mid-sized organizations. DHR was incorporated in January, 1997 by David D. Siler, SPHR, GPHR. The vision was to provide part-time HR services to small businesses that did not need or could not afford a full-time HR professional on-staff.

DHR is an independent consulting firm that provides only human resources related services to its clients. DHR does not sell any products or receive any compensation from any sources other than the clients who engage its services.

Each of DHR's staff of professionals average 20 years of experience. All members of DHR's staff are certified professionals by the Society of Human Resource Managers (SHRM). All members of DHR's team are HR Generalists with specialty components of skill and knowledge.

Based in Sanford, DHR has been serving clients throughout the Carolinas. The company has developed a diverse base of employers including; professional firms, manufacturers, municipalities, automobile dealerships, country clubs, membership organizations, financial institutions, etc.

Information and advice given to the **Town of Sawmills** by **DHR, Inc.** is to be considered information only and should not be considered as legal advice. Principals of **DHR, Inc.** are not attorneys and should not be viewed as such.

DHR is a financially solvent organization. It has never had to use a loan or line of credit to meet operating expenses. DHR uses the Accounting firm of Todd, Rivenbark & Puryear, PLLC to perform its accounting functions. Nolan Williams is a Manager of their Sanford, NC Office with that firm and can account for DHR's financial and tax stability.

Nolan Williams
Todd, Rivenbark & Puryear, PLLC
1622 South Third Street
Sanford, NC 27330
Phone: (919) 718-5007
Fax: (919) 718-5008

DHR maintains a banking relationships with Capital Bank. Listed below is the contact who can confirm the company's financial stability.

Mr. Andy Shene, Regional President
Capital Bank
130 N. Steele St.
Sanford, NC 27330
919-775-4000
email: ashene@capitalbank-nc.com

DHR is not currently or has never been involved in any litigation of any kind concerning the performance of any project or consulting advice provided to a client.

In summary, when DHR is engaged, the client gets not just one HR professional but access to many with a complete and deep understanding of HR practices.

DHR PERSONNEL

Primary contact: **Sudi Sakurada, SPHR & GPHR** is a Partner with the firm. She holds a bachelors degree in Sociology from Oklahoma State University and an MBA from Western State College. She is certified as a "Senior Professional in Human Resources" (SPHR) and "Global Professional in Human Resources" by the Society of Human Resource Managers (SHRM). She has over 20+ years of HR experience and has been with DHR since 1998.

Secondary contact: **David D. Siler, SPHR, GPHR** is the Managing Partner of DHR, Inc. He will oversee the execution of the terms of this agreement. David has 25+ years of senior level HR experience. He is a degreed Counselor/Psychologist (Masters). He is certified as a "Senior Professional in Human Resources" (SPHR) and "Global Professional in Human Resources" by the Society of Human Resource Managers (SHRM). He is a former state board member of SHRM and has held several chairmanships of different county and regional Personnel Associations. He is an award winning lecturer and speaker on various HR-related topics and currently holds positions as a speaker for such prestigious organizations as: UNC-Charlotte, Capital Associated Industries (CAI), and the North Carolina CPA Association.

Support staff:

Lynn Salazar, SPHR & GPHR is a partner with the firm. She has ten years of HR generalist experience. She holds both the Senior Professional in Human Resources (SPHR) and Global Professional in Human Resources (GPHR) from HRCI and SHRM. She has a Master's degree in HR Development from Webster University and a Bachelor's in Psychology from Iowa State. She has been with DHR since 2005.



REMIT TO Assurance Sign and Display
P. O. Box 826
Granite Falls NC 28630
(828)396-6700 FAX(828)313-0612

Sales Order # 3003

05/16/11

Bill To:

Prepared By: CUSTOMER SERVICE

TOWN OF SAWMILLS
bgibbs@townofsawmills.com
4076 US HWY 321-A
SAWMILLS NC 28630

TOWN OF SAWMILLS
bgibbs@townofsawmills.com
4076 US HWY 321-A
SAWMILLS NC 28630

PHONE:

FAX:

Description

0

PO #: WELCOME SIGNS

Production time for the for the following item(s) will be
approximately 5 working days upon approval of artwork

Quantity	U/M	Description	Each	Amount
Art Due Date		05/20/11	Prod. Due Date	05/20/11
2.00	EA	WELCOME SIGN SINGLE SIDE HDU BOARD WITH SIGN RATED MDO BOARD. BLASTED, PRIMED, AND PAINTED WITH SIGN RATED PAINT. ALSO WILL HAVE HP DIGITAL GRAPHICS FOR SEAL, HANDS AND TREES.	1,936.25	3,872.50
1.00	EA	6 X 6 POST PRIMED,PAINTED, CUT & BEVELED FOR EACH SIDE OF SIGN	225.00	225.00
1.00	EA	INSTALLATION INCLUDES DIGGING HOLES, CONCRETE, ASSEMBLY AND CLEANUP ** PER CUSTOMER APPROVED LOCATION ON HWY 321-A ** ----- CUSTOMER WILL BE RESPONSIBLE FOR REMOVAL OF EXISTING SIGNS AND BRICK BASE. -----	1,265.00	1,265.00

SubTotal: 5,362.50

(Continued on Page 2)



REMIT TO Assurance Sign and Display
P. O. Box 826
Granite Falls NC 28630
(828)396-6700 FAX(828)313-0612

Sales Order # 3003

05/16/11

Bill To:

Prepared By: CUSTOMER SERVICE

TOWN OF SAWMILLS
bgibbs@townofsawmills.com
4076 US HWY 321-A
SAWMILLS NC 28630

TOWN OF SAWMILLS
bgibbs@townofsawmills.com
4076 US HWY 321-A
SAWMILLS NC 28630

PHONE:

FAX:

Description

0

PO #: WELCOME SIGNS

Production time for the for the following item(s) will be
approximately 5 working days upon approval of artwork

Quantity	U/M	Description	Each	Amount
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(Page 2)

Sales Tax	276.58
Total:	5,639.08

Terms:

THANK YOU FOR YOUR BUSINESS. 50% deposit due upon signing, 50% due
upon delivery/installation. Visa/MC/Amex accepted.

Assurance Sign & Display, LLC's/("ASD") Standard Terms and Conditions of
Sale are incorporated herein by reference and apply to all sales.
The Terms and Conditions can be found on ASD's website @
<http://www.assurancesign.com/tandc.html>
or can be provided on written request.

NORTH CAROLINA

TOWN OF SAWMILLS TOWN PARK
LICENSING AGREEMENT AMENDMENT

CALDWELL COUNTY

THAT WHEREAS, the TOWN OF SAWMILLS, a municipal corporation ("Town") and SAWMILLS COMMUNITY OPTIMIST CLUB, INC., a North Carolina nonprofit corporation ("Licensee") did enter into a License Agreement ("License") according to that Park License Agreement that was dated the 4th day of APRIL, 2011.

THAT WHEREAS, the original Agreement provided that the License Agreement did not permit the purpose or purposes of the Veteran's Park and Baird Park to be used for any other purpose other than operations of a concession stand and the running of recreational programs.

THAT WHEREAS, the Optimist Club has requested to an amendment to the Agreement to allow for a Park Advertisement Program to include allowable fencing and advertisement at both the Veteran's Park and Baird Park to allow the Optimist Club to generate income to offset the cost of the recreational programs that it is sponsoring.

THAT WHEREAS, the parties do now agree to the amendment to the License Agreement under the terms and conditions as follows:

1. The Licensee will be in charge of the Parks Advertisement Program and will not contract out any of the selling of any advertisement to any other party.
2. The Optimist Club will be allowed to place signs on outfield fencing only and no other signs will be allowed on any other areas of the fencing unless such signage is temporary and pertains to a tournament or special event that the Optimist Club is sponsoring and any such signage must then be approved by the Town Administrator in writing in advance of the special event. After the special event, all such signage must be removed.
3. Any damage from any signage that is applied to the fencing or to other areas at the Park must be repaired by the Optimist Club and the property returned to its original condition as soon as possible.
4. The Optimist Club will establish rules and regulations for the sponsorship/advertisement program and will submit a copy of the Rules and Regulations to the Town Administrator in writing for his approval.
5. The Optimist Club must keep accurate records showing a copy of all advertisements to be placed, how much the signage and/or ads are costing, the materials for the signs that are being used and the length of sign that each advertiser's sign will be up on the fencing area. This information should be submitted on a monthly basis to the Town Administrator and the Optimist Club agrees to be responsible for any questions that

are asked concerning such either by the Town Administrator or the Finance Director as applicable.

6. The Optimist Club agrees to remit five percent (5%) of the advertising revenue to the Town for the signage that is placed at Veteran's Park. The revenue should be submitted on a monthly basis within fifteen (15) days of the end of each calendar month that advertising was placed and monies received by the Optimist Club at the Veteran's Park. The Town and the Optimist Club agree to meet and discuss and attach an amendment to this Contract as it would pertain to the placement and advertising on any Scoreboards that are placed at either park with the future amendment to be effective prior to the initiation of construction of these scoreboards. Attached is a copy of the Advertising Policy that the Optimist Club agrees to abide by concerning advertising at Town facilities.
7. The Optimist Club agrees that it will indemnify and hold harmless the Town, its Board Members, agents and employees from all suits, claims, actions or damages of any nature whatsoever arising from the negligence or nonperformance of the Optimist Club and the performance of work under this Agreement and also agrees that this indemnity covers and advertising material that is deemed to violate any patents, copyrights or trademarks and statutory or otherwise as it pertains to any claim against any items or materials that are advertised under the term of this Agreement.

There being no further amendment to the existing Park License Agreement, the original Agreement and its remaining terms are hereby incorporated by reference and affirmed.

This the 16 day of AUGUST, 2011.

ATTEST:

Susan Bagley
Clerk



TOWN OF SAWMILLS

By: Bob Gibbs
Bob Gibbs, Mayor

SAWMILLS COMMUNITY
OPTIMIST CLUB

By: Mark Sumner
President

EXHIBIT A

ADVERTISING POLICY

Town has sole and unquestioned authority to determine what constitutes appropriate advertisements. The following standards for advertising have been adopted and advertising may not be displayed which is:

1. False, misleading, or deceptive advertising;
2. Promotes unlawful or illegal goods, services, or activities;
3. Implies or declares an endorsement by the Town of any goods, services or activities;
4. Contains any lewd or obscene matter as the Town Council defines those terms;
5. Contains any image or description, which, if furnished, exhibited, or sent to a minor would give rise to a violation of a Town Policy, Ordinance, State Law or Federal Law;
6. Is libelous;
7. Promotes the sale of tobacco or tobacco-related products;
8. Promotes the sale of liquor, wine, beer, or distilled spirits;
9. Supports or opposes a political, moral, or social issue or any ballot measure, or any other matter which is the subject of an election;
10. Supports or opposes a religious denomination, creed, doctrine, or belief;
11. Displays any word, phrase, character or symbol likely to interfere with, mislead or distract traffic, or conflict with any traffic control device;
12. Incorporates any rotating or flashing devices or any other moving parts; and
13. Which is in opposition to, in support of, or otherwise addresses an idea, concept, theory, belief, issue, position, or the like from the standpoint of morality, politics, theology, or an expression as a belief, opinion, or declaration that such idea, concept, belief, issue, position, or the like is right or wrong.

The Optimist Club shall use discretion which accepting materials for display or soliciting potential advertisers to ensure that no materials are displayed which are restricted. Complaints received by the Town Administrator about any advertisement will be directed to the Optimist Club for immediate response. The Optimist Club shall copy the Town on all response to objections about materials and keep the Town informed about its resolution. The Town reserves the right to pull any advertisement from Town Property. If requested by the Town, an advertiser's poster shall be removed within 48 hours of receipt of written request.

The Optimist Club must remove advertisements within fifteen (15) calendar days after expiration. Failure to remove advertisements within fifteen (15) calendar days after expiration may result in the Town moving the advertisements and assessing the cost for removal to the Optimist Club.

**Interlocal Agreement Between Caldwell County
And
The Town of Sawmills**

This Resolution/Agreement, made and entered into this the 16th day of August, 2011, by and between the Town of Sawmills, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the TOWN and Caldwell County, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the COUNTY;

WITNESSETH:

WHEREAS, the TOWN and the COUNTY, pursuant to the authority granted by the North Carolina General Statutes 160A-461, hereby covenant and agree as follows:

1. That the TOWN hereby contracts with the COUNTY to use the services of the Caldwell County Planning Department of the COUNTY to administer the TOWN'S Flood Damage Prevention Ordinance within the corporate limits and extra-territorial jurisdiction of the TOWN.
2. That the COUNTY'S Flood Damage Prevention Ordinance is hereby adopted by the TOWN, through execution of this Interlocal Agreement, as well as by Resolution of the Town Board, and the same shall apply within the corporate limits and extra-territorial jurisdiction of the TOWN.
3. That the services of the Caldwell County Planning Department shall be performed at no cost to the TOWN. However, should any claims arise out of the services provided by the COUNTY under this agreement, the TOWN agrees to indemnify and hold the COUNTY, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any action brought against Caldwell County, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the TOWN that are the subject matter of this Agreement.
4. That all fees and charges associated with administering the Flood Damage Prevention Ordinance as adopted by the Board of County Commissioners, shall be collected by the COUNTY, shall be the sole property of the COUNTY, and no part thereof shall be payable to the TOWN.
5. That all development to take place within the TOWN's corporate limits or extra-territorial jurisdiction shall be subject to the rules and regulations set forth in the aforementioned Flood Damage Prevention Ordinance. No building permits shall be issued for any property until the flood zone is determined and the necessary building

standards are met. If the property is located within the one hundred (100) year floodplain and if the structure is to be constructed within the flood hazard area, preliminary and final elevation certificates will be required.

6. That the Caldwell County Planning Department will use every effort to enforce the Flood Damage Prevention Ordinance, except that if any civil or criminal action becomes necessary, the TOWN shall bring any legal action as may be required to effectively enforce said Ordinance, upon written notice from the Caldwell County Planning Department of such violations.
7. That this Agreement shall continue until such time as either the TOWN or COUNTY resolves to discontinue the Agreement and presents six (6) months written notice to the other party of said termination or upon mutual agreement of both parties.
8. This Agreement may only be modified in writing and executed by both parties.
9. That the effective date of this Interlocal Agreement shall be August 16, 2011.

IN WITNESS WHEREOF, the Town of Sawmills has caused this Agreement to be signed in its name by its Mayor, attested by its Clerk, and its Official Seal to be hereunto affixed, and Caldwell County has caused this agreement to be signed in its name by the Chair of the Board of Commissioners and attested by the Clerk of its Board and its Official Seal to be hereunto affixed, the day and year first above written.

ATTEST:

Susan Nagle
Susan Nagle, Clerk



TOWN OF SAWMILLS

By: Bob Gibbs
Bob Gibbs, Mayor

CALDWELL COUNTY

By: _____
Ben Griffin, Chair
Board of Commissioners

ATTEST:

_____, Clerk

Veterans Memorial Park

Granite Falls Middle School Girl's Soccer

5 Regular Season Games 1 Playoff Game

120 Player's	1 Game Per Week	6 Weeks	40 Player's	75 Fan's	115
115 Per Week	6 Weeks	690 People			

Sawmills Optimist Baseball

Opening Day	8 Team's	4 Games	96 Player's	192 Fan's	288 People Used Park
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Sawmills Senior League

13-15 Year Olds	24 Games	288 Player's	576 Fan's	864 People Used Park
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Exhibition Games With Union County

2 Games	36 Player's	80 Fan's	116 People
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Area II All-Star Championship Game

Total	31 Games	444 Player's	908 Fan's	1,352 Total People Used Park
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ISA Church League Softball

66 Regular Season Games	1,584 Player's	3,168 Fan's	4,752 People Used Park
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Post Season Tournament	26 Games	624 Player's	1,248 Fan's	1,872 People Used Park
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ISA Church League Totals	92 Games	2,208 Player's	4,416 Fan's	6,624 Total People Used Park
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Weekend Tournaments

5 Weekends	46 Team's	78 Games	552 Player's	1,104 Fan's	1,656 Total People Used Park
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March-July	10,322 People Used Veterans Memorial Park either as Player's or Fan's	573 Per Week
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Baird Drive Park

Sawmills Optimist Baseball

4-5-6 Year Olds	8 Team's Played	43 Games
7-8 Year Olds	6 Team's Played	20 Games
9-10 Year Olds	7 Team's Played	11 Games
11-12 Year Olds	8 Team's Played	16 Games
13-15 Year Olds	7 Team's Played	15 Games
TOTAL	36 Team's Played	105 Games

Sawmills 11-12 Tournament

6 Team's Played 10 Games

Cal Ripken Area II Tournament

6 Team's Played 9 Games

Baseball Totals

48 Team's Played 124 Games 576 Players 1,152 Fan's 1,728 People Used Park

ISA Church League

21 Team's Played 102 Games 252 Player's 504 Fan's

ISA Church League Tournament

21 Team's Played 42 Games

Church League Totals

21 Team's Played 144 Games 252 Player's 504 Fan's 756 People Used Park

Weekend Tournaments March 1-July 30

\$2,150.00

8 Tournaments 46 Team's Played 87 Games 552 Player's 1,104 Fan's

August

5 Games Per Day 5 Day's Per Week

60 Player's 120 Fan's Per Day

900 People Per Week Using Baird Drive Park for Alternate Events

March-July

15,200 People Used Baird Drive Park