

AGENDA

Regular Meeting of the Sawmills Town Council Sawmills Town Hall

Tuesday, February 19, 2013
6:00 PM

1. Call To Order Mayor Bob Gibbs
2. Invocation Pastor Wade Mitchell
3. Pledge of Allegiance Mayor Bob Gibbs
4. Adopt Agenda Mayor Bob Gibbs
5. Approve January 15th Regular Meeting Minutes Mayor Bob Gibbs
Approve February 12th Special Budget Retreat Meeting Minutes Mayor Bob Gibbs
6. Public Comment Mayor Bob Gibbs
7. Recognitions:
 - A. Recycle Rewards Winner Administrator Seth Eckard
 - B. Sawmills Volunteer Fire & Rescue Department Awards Mayor Bob Gibbs
8. Financial Matters:
 - A. Request for Donation to Caldwell Heritage Museum Mayor Bob Gibbs
 - B. Bib Award for Street Improvements Mayor Bob Gibbs
 - C. Bid Award for an Addition to Public Works Storage Building Mayor Bob Gibbs
9. Discussion:
 - A. Adopt Agreement with NCDOT for 321-A Bridge Replacement Mayor Bob Gibbs
 - B. Adopt Interlocal Agreement with Caldwell County for the National Flood Insurance Program Mayor Bob Gibbs
 - C. Adopt Stormwater Discharge Program Agreement with City of Lenoir Mayor Bob Gibbs
 - D. Adopt Resolution Designating March as Caldwell County and Town of Sawmills History Month Mayor Bob Gibbs
 - E. Adopt Resolution Offering Employees Additional Health Insurance Options Mayor Bob Gibbs
10. Public Comment Mayor Bob Gibbs
11. Updates:
 - B. Administrator's Report Administrator Seth Eckard
 - C. Council Comment Mayor Bob Gibbs
12. Adjourn Mayor Bob Gibbs

**TUESDAY, JANUARY 15, 2013
TOWN OF SAWMILLS REGULAR COUNCIL MEETING
6:00 PM**

COUNCIL PRESENT

Bob Gibbs
Trena McRary Kirby
Joe Wesson
Jeff Wilson
Johnny Wilson

STAFF PRESENT

Seth Eckard
Susan Nagle
Terry Taylor

COUNCIL ABSENT

Donnie Potter

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

INVOCATION: Pastor Rick Crouse 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.

Jeff Wilson made a motion, and Joe Wesson seconded, to adopt the agenda. All were in favor.

APPROVE DECEMBER 18, 2012 REGULAR MEETING MINUTES: Mayor Gibbs asked for a motion to approve the December 18, 2012 regular meeting minutes.

Trena McRary Kirby made a motion, and Johnny Wilson seconded, to approve the minutes. All were in favor.

PUBLIC COMMENT: Mayor Gibbs asked if anyone wished to speak during public comment.

No one wished to speak.

RECOGNITIONS:

RECYCLE REWARDS WINNER: Town Administrator Seth Eckard announced Shawn and Jennifer Huffman as the January Recycle Rewards winner. Administrator Eckard stated a credit of twenty-eight dollars (\$28.00) would be added to Mr. and Mrs. Huffman's sanitation bill and their certificate would be available at the Town Hall for pick up.

No Council action was required.

PUBLIC HEARING: FOR A CDBG FUNDING APPLICATION:

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

Jeff Wilson made a motion, and Joe Wesson seconded, to open the public hearing. All were in favor.

STAFF COMMENTS/RECOMMENDATIONS: Mayor Gibbs introduced Lisa Helton with the Western Piedmont Council of Governments (WPCOG).

Lisa stated this is the second public hearing required in order for the Town to submit an application for \$750,000.00 in Community Development Block Grant funding for the infrastructure on a sewer project. The purpose of the grant is to provide financial aid to citizens who are experiencing septic tank failure and cannot afford to repair, or replace, the septic tank.

If approved, the Town will put in 10,500 linear feet of 8" gravity sewer line to 70 houses also including the cost of the tap and connection fees as well as some valve replacements at the Stamey Road pump station. The sewer will be put in on Jay Street, Oxford Drive, Gatewood Drive, Maggie Lane and Duff Drive.

PUBLIC COMMENT: Mayor Gibbs asked if anyone wished to speak on the application for CDBG funding.

No one wished to speak.

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

Joe Wesson made a motion, and Jeff Wilson seconded, to close the public hearing. All were in favor.

COUNCIL ACTION: Jeff Wilson made a motion, and Joe Wesson seconded, to adopt a resolution for a CDBG funding application. All were in favor.

FINANCIAL MATTERS:

CANCEL AND RESCHEDULE BUDGET RETREAT: Administrator Eckard asked Council to cancel the February 7, 2013 budget retreat from 8:00 am-5:00 pm, as he will be in Raleigh for the City and County Manager's conference on that date.

The budget retreat/workshop schedule enclosed shows the budget retreat has been rescheduled for February 12, 2013 from 9:00 am-4:00 pm.

Trena McRary Kirby made a motion, and Jeff Wilson seconded, to cancel the February 7, 2013 budget retreat and adopt the new budget retreat/workshop schedule. All were in favor.

ADOPT PROPOSED CORPORATE RESOLUTION WITH FIRST CITIZENS BANK: Mayor Gibbs stated First Citizens Bank has asked Council to adopt the enclosed resolution as the one currently on file is dated October of 2010.

Trena McRary Kirby made a motion, and Joe Wesson seconded, to adopt the Corporate Resolution with First Citizens Bank. All were in favor.

APPROVAL OF AUDIT CONTRACT FOR FY 2012-2013: Town Administrator Seth Eckard stated the current contract with the Town auditors Lowdermilk Church & Co. L.L.P. needs to be renewed. The renewal contract will cover the period of July 1, 2012 to June 30, 2013.

Joe Wesson made a motion, and Jeff Wilson seconded to approve a renewal contract with the Town auditors Lowdermilk Church & Co. L.L.P. in the amount of \$9,690.00. All were in favor.

PUBLIC COMMENT: Mayor Gibbs asked if anyone wished to speak during public comment.

No one wished to speak.

UPDATES:

ADMINISTRATOR'S REPORT: Town Administrator Seth Eckard made the following announcements:

- The Mayor was recently appointed to the League of Municipalities General Government Legislative Action Committee for a two-year term.
- Council will be considering bids for the roads project and the Public Works storage building at the next Council meeting.
- Employee reviews are completed and will be discussed during the budget retreat to take into consideration when considering employee raises.

COUNCIL COMMENT: Mayor Gibbs asked if anyone on the Council wished to speak.

No one wished to speak.

ADJOURN: Mayor Gibbs asked for a motion to adjourn.

Trena McRary Kirby made a motion, and Joe Wesson seconded, to adjourn the meeting. All were in favor.

Susan Nagle, Town Clerk

Bob Gibbs, Mayor

February 12, 2012
TOWN OF SAWMILLS SPECIAL BUDGET
RETREAT MEETING
9:00 am – 4:00 pm

COUNCIL PRESENT

Bob Gibbs, Mayor
Johnny Wilson
Jeff Wilson
Trena Kirby
Joe Wesson
Donnie Potter

STAFF PRESENT

Seth Eckard
Karen Clontz
Ronnie Coffey

CALL TO ORDER: Mayor Bob Gibbs called the meeting to order at 9:15 a.m. at the Caldwell County Economic Development Commission building.

INVOCATION: Mayor Gibbs gave the invocation.

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

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

Donnie Potter made a motion, and Joe Wesson seconded, to adopt the agenda. All were in favor.

ITEMS FOR DISCUSSION:

The following items were discussed:

Financial Matters
Security
Public Works
Festivals
Farmers Market

ADJOURN: Mayor Gibbs asked for a motion to adjourn.

Joe Wesson made a motion, and Donnie Potter seconded, to adjourn the meeting at 4:10 p.m. All were in favor.

Susan Nagle, Town Clerk

Bob Gibbs, Mayor

AGENDA ITEM 7A

MEMO

DATE:

February 14, 2013

SUBJECT:

Recognition:
Recycle Rewards
Winner

Discussion:

Toni Thompson is the February Recycle Rewards winner. Town Administrator Seth Eckard will present Miss Thompson with a certificate of appreciation and a twenty-eight dollar (\$28.00) credit will be added to her current sanitation bill.

Recommendation:

No Council action required.

AGENDA ITEM 7B

MEMO

DATE:

February 14, 2013

SUBJECT:

Recognition:
Sawmills Volunteer
Fire & Rescue
Department Awards

Discussion:

Mayor Bob Gibbs will be presenting awards of appreciation to the following Sawmills Volunteer Fire & Rescue members:

Firefighter of the Year	Ben Whisenant
First Responder of the Year	Matt Steelmon
Officer of the Year	Keith Carver

Recommendation:

No Council action required.

AGENDA ITEM 8A

MEMO

DATE:

February 14, 2013

SUBJECT:

Financial Matters:
Request for Donation
to Caldwell Heritage
Museum

Discussion:

The town has received a request from the Caldwell Heritage Museum for a donation in the amount of \$500.00.

Mr. John Hawkins, Museum director stated they are requesting funds for the continued operation and upgrading of the museum and any amount Council approves will be appreciated.

Recommendation:

No Council action required.



112 Vaiden Street SW
Lenoir, NC 28645

(828) 758-4004

E-mail: Caldheritmus@AOL.com

Fax: 828-758-4242

Web: Caldwellheritagemuseum.org

January 10, 2013

Mr. Bob Gibbs, Mayor
Town of Sawmills
4076 US Hwy 321 A
Sawmills, NC 28630

Dear Bob:

Thank you for allowing us to apply for funds from the Town of Sawmills.

The Mission Statement of the Caldwell Heritage Museum reads: "The purpose of the Caldwell Heritage Museum is to educate, research, and preserve the history of Caldwell County through educational services and exhibits for our contemporary society, and passing intact it's material culture to future generations." We are open to the public approximately 31 hours each week. We have two part-time paid employees, and we have more than 30 volunteers who help us on a regular or "as needed" basis.

During the year 2012, we had approximately 3,067 visitors. The majority of our visitors residents of Caldwell County or have Caldwell County connections. The Board of Directors authorized an Associate Director position which is currently being filled by Colin Foust approximately 25 hours per week. We have begun a monthly "Coffee With the Curator," to educate patrons regarding Caldwell County history as well as to raise funds. During the month of December 2012, we partnered with Sweet T on Main for a percentage of the proceeds each Monday. We are planning more fund-raising activities in 2013.

With the help of Main Event Studios of Granite Falls, we produced the third in our DVD series of "The History of Caldwell County," covering the Civil War period. A script for the fourth in the series has been written and will cover the approximate period of 1870 to 1900. We hope to produce it in 2013.

The Caldwell County Schools provided a new roof for us in the spring of 2012. We also repainted the lower area of our lobby. We have begun revamping the Main Floor area to reclaim the stage so that it can

be used for small performances or for other gatherings. We have created one new display area on the second floor, and we are always upgrading our existing displays.

We are requesting \$500 for the continued operation and upgrading of the Museum. Any amount you see fit to give us will be appreciated.

Thank you for your support. We look forward to working with you in the future. Feel free to visit the Museum at your convenience.

Very truly yours,



John O. Hawkins, Museum Director

Financial information about this organization and a copy of the license are available from the Charitable Solicitation Licensing Section at 888-830-4989. The license is not an endorsement by the State.

Funding Request

Name of Organization: Caldwell Heritage Museum Inc Phone: 828-258-4004

Permanent Address: 112 Varden St SW

City: Lenoir State: NC Zip Code: 28645

Contact Name: John O Hawkins

Amount Requested: \$500.00 Amount Needed for the Project:
\$60,000.00

Date Funds Needed: ASAP Date Project Begins: 1-1-13 Completion Date: 12-31-13

Complete Description of Project: General Operating Fund

How will the funds be used? The day-by-day operation of the
Museum - utilities, salaries, upgrades, etc.

How will this project benefit the community?
The Museum attempts to showcase
the history of Caldwell County. We are open
approximately 30 hours each week. No admission is charged.

<u>Official Town Use Only</u>		
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 _____

AGENDA ITEM 8B

MEMO

DATE:

February 14, 2013

SUBJECT:

Financial Matters:
Bid Award for
Street Improvements

Discussion:

The Town recently received five bids for the street improvements project. The bids are as follows:

Evans Construction	\$178,568.94
Midstate Contractors, Inc.	\$179,666.00
J.T. Russell & Sons, Inc.	\$215,850.25
Country Boy Landscaping, Inc.	\$232,715.00
Carolina Grading & Construction	\$232,951.50

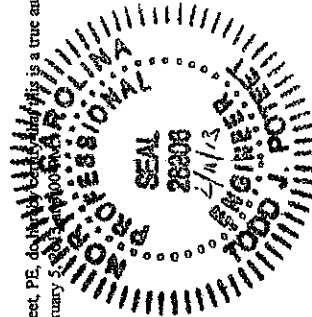
Recommendation:

Staff recommends Council award the bid to Evans Construction in the amount of \$178,568.94 as they are the lowest bid.

Town of Sawmills
2012 Street Improvements
Caldwell County, North Carolina

Bid Tabulation

Item	Unit/Quantity	Evans Construction Connelly Springs, NC	Midstate Contractors, Inc. Hickory, NC	J.T. Russell & Sons, Inc. Conover, NC	Country Boy Landscaping, Inc. Harmony, NC	Carolina Grading & Construction Jefferson, NC
1 Baker Circle - Modify Storm Drain Structure	1 LS	\$1,050.00	\$2,000.00	\$2,942.50	\$4,500.00	\$1,750.00
2 Duncan Drive						
a. 1.5" S 9.5B Resurfacing*	380 TN	\$113.57	\$86.50	\$102.82	\$105.00	\$120.00
b. 4" Base Course Patching, Type B25.0C	150 TN	\$111.67	\$109.20	\$144.45	\$100.00	\$120.00
c. ABC Stone	370 TN	\$77.30	\$30.00	\$38.25	\$27.00	\$33.00
d. Remove existing CMP Under Duncan Drive	1 LS	\$1,575.00	\$650.00	\$2,193.50	\$5,500.00	\$1,400.00
e. Ditching - Including seeding and matting	230 LF	\$6.83	\$6.00	\$15.35	\$13.50	\$12.50
f. Milling/Asphalt Removal	1,234 SY	\$4.26	\$5.00	\$7.80	\$7.00	\$6.25
g. 15" RCP	52 LF	\$31.35	\$35.00	\$26.75	\$35.00	\$35.00
h. Grading (Including Seeding and Matting)	1 LS	\$5,250.00	\$10,000.00	\$9,416.00	\$18,500.00	\$5,500.00
i. Undercutting	130 CY	\$2.31	\$20.00	\$23.55	\$20.00	\$9.50
j. Crush and Fill Existing Septic Tank	1 LS	\$600.00	\$2,000.00	\$855.00	\$2,200.00	\$2,500.00
3 Edgewood Drive - Install Drainage Structures	3 EA	\$1,575.00	\$1,975.00	\$1,175.00	\$2,300.00	\$2,200.00
4 Horseshoe Acres Lane						
a. Storm Drain Structure	1 LS	\$3,150.00	\$2,500.00	\$5,708.45	\$3,800.00	\$2,500.00
b. 24" RCP	34 LF	\$61.77	\$54.00	\$58.85	\$35.00	\$38.50
c. Import and Compact Soil (including matting and seeding)	1 LS	\$6,615.00	\$4,800.00	\$8,650.00	\$6,155.00	\$9,500.00
d. Remove Existing Stumps	1 LS	\$1,050.00	\$1,000.00	\$588.50	\$1,100.00	\$2,500.00
5 Kaylee Ann Drive - Reconstruct Roadside Ditches Including Seeding and Matting	390 LF	\$8.08	\$10.00	\$23.55	\$12.50	\$12.50
6 Mitchum Drive						
a. Construct, Seed and Mat Ditch	105 LF	\$7.62	\$26.00	\$17.70	\$20.00	\$12.50
b. 2" Asphalt Patching - S 9.5B	3 TN	\$266.67	\$481.00	\$845.00	\$225.00	\$225.00
c. 4" Asphalt Patching - Type B25.0C	5 TN	\$200.00	\$17.50	\$240.75	\$200.00	\$225.00
d. Cut Down Shoulder (including seeding and matting)	1 LS	\$500.00	\$1,275.00	\$2,354.00	\$3,450.00	\$3,500.00
7 Moore Acres Subdivision- Trees Removal From Islands (including stump grinding)	1 LS	\$3,675.00	\$3,360.00	\$2,140.00	\$4,200.00	\$11,500.00
8 O.J. Lane - Asphalt Patching	15 TN	\$176.67	\$282.50	\$338.80	\$325.00	\$200.00
9 Terrace Drive						
a. Demolition Work (concrete drives, existing storm drain pipes, asphalt and miscellaneous concrete)	1 LS	\$2,835.00	\$2,500.00	\$5,473.00	\$3,400.00	\$6,500.00
b. 12" RCP	80 LF	\$49.88	\$36.50	\$49.48	\$35.00	\$54.00
c. 6" Concrete Drive Replacement (including reinforcing)	44 SY	\$67.05	\$85.00	\$69.30	\$95.00	\$135.00
d. 8" Concrete Drive Replacement (including reinforcing)	90 SY	\$70.00	\$86.00	\$73.40	\$106.00	\$140.00
e. ABC Stone (road extension and driveways)	165 TN	\$28.64	\$44.00	\$38.25	\$27.00	\$54.50
f. 3" Asphalt S9.5B	38 TN	\$160.27	\$122.00	\$133.75	\$165.00	\$175.00
g. Grading, Backfill, Seeding and Matting	1 LS	\$6,300.00	\$3,500.00	\$2,942.50	\$7,197.00	\$4,500.00
10 Crack Sealing	10,000 LBS	\$2.42	\$1.90	\$2.59	\$3.50	\$3.50
11 Loye Lane - Asphalt Water Bar/Speed Bump**	1 LS	\$1,300.00	\$1,510.00	\$990.00	\$3,100.00	\$1,850.00
12 Waterworks Road Asphalt Speed Table**	1 LS	\$2,415.00	\$3,360.00	\$2,800.00	\$4,700.00	\$2,500.00
Total Bid (based on unit prices submitted)		\$178,568.94	\$179,666.00	\$215,850.25	\$252,715.00	\$232,951.50



Todd J. Potéet
Todd J. Potéet, PE

I, Todd J. Potéet, PE, do hereby certify that this is a true and correct canvass of bids received by the Town of Sawmills for the 2012 Street Improvements on Tuesday, February 5, 2013.

AGENDA ITEM 8C

MEMO

DATE:

February 14, 2013

SUBJECT:

Financial Matters:
Bid Award for an
Addition to Public
Works Storage Building

Discussion:

The Town recently received seven bids for an addition to the Public Works storage building. The bids are as follows:

Mastercraft Log & Custom Homes, L.L.C.	\$153,875.00
Moss Marlow Building Co.	\$159,800.00
Wishon & Carter Builders, Inc.	\$167,790.00
Triangle Contractors, Inc.	\$168,300.00
Neill Grading & Construction, Inc.	\$169,400.00
Greene Construction, Inc.	\$169,997.00
Roy Hamby Construction Co., Inc.	\$171,000.00

The Town has requested low bidder Mastercraft Log & Custom Homes, L.L.C. to consider reducing its bid price as the amount the Town has budgeted for this project is \$150,000.00. They have agreed to do so.

Recommendation:

Staff recommends Council award the bid to Mastercraft Log & Custom Homes, L.L.C. in the amount of \$150,000.00 as they are the lowest bid.

Benjie Thomas

From: Kevin Nichols [kevin@mastercraftnc.com]
Sent: Monday, February 11, 2013 4:41 PM
To: bthomas@west-consultants.com
Cc: mcarswell@west-consultants.com
Subject: Town of Sawmills - Building Addition

Benjamin and Matthew,

It was good speaking to both of you today concerning the Town of Sawmills project and the need to reach the \$ 150,000.00 ceiling. We have concluded that we will accept a contract in the amount of \$ 150,000.00 for this project with the condition that we are not required to begin the project until we can get a firm delivery date for the metal building. This will allow us to schedule the project so we can expedite our time onsite in order to save as much money as we can in onsite supervision, travel, etc. If this can be worked out, we would be glad to proceed with a contract for the \$ 150,000.00 contract price. We look forward to working with your firm and the Town of Sawmills on this project. If you have any questions, please let me know.

Thanks,



Kevin D. Nichols, P.E.
Mastercraft Log & Custom Homes, LLC
PO Box 134 - 312 South Jefferson Avenue
West Jefferson, NC 28694
Tele: 336-846-4466
Fax: 336-846-3001
Cell: 336-877-7290
Email: kevin@mastercraftnc.com

TOWN OF SAWMILLS
 ADDITION TO PUBLIC WORKS STORAGE BUILDING
 CALDWELL COUNTY, NORTH CAROLINA

Bid Tabulation

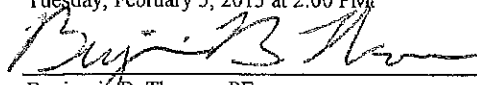
	Moss Marlow Building Company Hickory, NC	Wishon & Carter Builders, Inc. Yadkinville, NC	Triangle Contractors, Inc. Morganton, NC	Neill Grading & Construction, Inc. Hickory, NC	Greene Construction, Inc. Boone, NC	Roy Hamby Construction Co., Inc. Granite Falls, NC
5.00	\$159,800.00	\$167,790.00	\$168,300.00	\$169,400.00	\$169,997.00	\$171,000.00
.00*	\$25.00*	\$25.00*	\$25.00*	\$25.00*	\$25.00*	\$25.00*
.00*	\$75.00*	\$75.00*	\$75.00*	\$75.00*	\$75.00*	\$75.00*
.00*	\$6.00*	\$6.00*	\$6.00*	\$6.00*	\$6.00*	\$6.00*

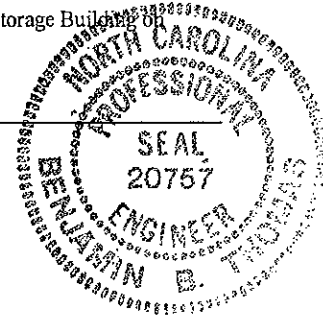
removal are set as shown. Actual payment will be based on actual quantities. Compensation for all work associated with rock excavation and times the approved quantities per Sections 02300 and 03100. If Bidder believes actual cost per cubic yard will be higher, such incremental cost quantities.

st company name and city):

ing ems	Inland Building	American Building	Gulf States Manufacturers	Kirby Building Systems	Architectural Integrated Metals	Wedgcor, Inc.
/CA ling	Midstate	Henry Key Grading	J.B.'s Grading	Neill Grading & Construction	Dixie Grading & Equip.	Benfield Grading
ving	Midstate	Moretz Paving	Precision Paving	Carolina Paving	Moretz Paving	Moretz & Sipe, Inc.
well ing ting Air	T M Caldwell	Excel Plumbing	Triangle Contractors	Troutman Plumbing	A & S Plumbing	Custom
mb ical	W C Reynolds	Dorsett Tech	Triangle Contractors	Shell Heating & Air	WMC Reynolds	Specialty Metal
ings	Electrical Assoc.	Kayga Electric	Triangle Contractors	Lake Electric	Kayga Electric	Electrical Assoc
	Monroy Erector	Sixtos Steel Erectors	Steelcon Builders		Champion Builders	Contractor

I, Benjamin B. Thomas, PE, do hereby certify that this is a true and correct canvass of bids received by the Town of Sawmills for the Addition to Public Works Storage Building on Tuesday, February 5, 2013 at 2:00 PM.


 Benjamin B. Thomas, PE



AGENDA ITEM 9A

MEMO

DATE:

February 14, 2013

SUBJECT:

Discussion:
Adopt Agreement with
NCDOT for 321-A
Bridge Replacement

Discussion:

The North Carolina Department of Transportation has requested Council consider adoption of the enclosed Municipal Agreement for the replacement of Bridge No. 6 over Little Gunpowder Creek on US 321-A in Sawmills. The project is proposed to start January 21, 2014.

Recommendation:

Staff recommends Council adopt the Municipal Agreement for the replacement of Bridge No. 6 over Little Gunpowder Creek on US 321-A in Sawmills.

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT
-MUNICIPAL AGREEMENT**

CALDWELL COUNTY

DATE: 1/9/2013

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: B-5138

AND

WBS Elements: 42299.3.1

TOWN OF SAWMILLS

THIS MUNICIPAL 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, a local government entity, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under TIP B-5138, in Caldwell County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following applicable legislation: General Statutes of North Carolina, Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

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

SCOPE OF THE PROJECT

1. The Project consists of the replacement of Bridge No. 6 over Little Gunpowder Creek on US-321A in Sawmills.

PLANNING, DESIGN AND RIGHT OF WAY

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.
3. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

UTILITIES

4. It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines a separate Utility Agreement will be prepared at the appropriate time.

CONSTRUCTION AND MAINTENANCE

5. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.
6. It is further agreed that upon completion of the Project, the Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
7. Upon completion of the Project, the improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

8. 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.
9. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
10. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
11. 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).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

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:

TOWN OF SAWMILLS

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

"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."

Approved by _____ of the local governing body of the Town of Sawmills as attested to by the signature of Clerk of said governing body on _____ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Sawmills

4076 US Highway 321-A

Sawmills, NC 28630

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

AGENDA ITEM 9B

MEMO

DATE:

February 14, 2013

SUBJECT:

Financial Matters:
Adopt Interlocal
Agreement with Caldwell
County for the National
Flood Insurance Program

Discussion:

As you may recall, on October 16, 2012 Council adopted an Interlocal Agreement with Caldwell County for the National Flood Insurance Program. After further review of the agreement, Caldwell County would like some text amendment changes. The enclosed Interlocal agreement with Caldwell County has been amended and review by Caldwell County, the Town of Sawmills and Milton Carpenter, CFM National Flood Insurance Planner.

The signatures allow Mayor Bob Gibbs, Town Administrator Seth Eckard and Finance Officer Karen Clontz the authority to sign documents regarding banking transactions on behalf of the Town.

Recommendation:

Staff recommends Council adopt the Interlocal Agreement with Caldwell County for the National Flood Insurance Program.

**Interlocal Agreement Between
Caldwell County and the Town of Sawmills**

This resolution/agreement, made and entered into this the 1st day of March, 2013, 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 Caldwell County Central Permitting of the COUNTY to enforce the North Carolina Building Code in accordance with the provisions adopted by the Building Code Council and the Commissioner of Insurance within the corporate limits and extra-territorial jurisdiction of the TOWN.
2. That the services of Caldwell County Central Permitting 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.
3. 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 Town of Sawmills Flood Damage Prevention Ordinance. The TOWN will make the flood zone determination for all development. The COUNTY will confirm the flood zone determination for all applicable buildings, so that a building permit may be issued and the necessary building standards are met. If the property is located within the Special Flood Hazard Area and if the structure is to be constructed within the flood hazard area, preliminary and final elevation certificates will be required.
4. Caldwell County Central Permitting is not directly responsible for enforcing the Town of Sawmills Flood Damage Prevention Ordinance; however, any violations observed should be reported immediately to the TOWN.
5. Any amendment to the Town of Sawmills Flood Damage Prevention Ordinance must be presented to the COUNTY and the North Carolina Department of Public Safety, prior to adoption.
6. That this Agreement shall continue until such time as either the TOWN or COUNTY resolves to discontinue the Agreement and presents sixty (60) days

written notice to the other party of said termination or upon mutual agreement of both parties. Any permit received during this sixty day period will continue until completion.

7. This Agreement may only be modified in writing and executed by both parties.
8. That the effective date of this Interlocal Agreement shall be _____, 2013.

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.

Town of Sawmills

By: _____,
Bob Gibbs, Mayor

ATTEST: _____, Clerk

Caldwell County

By: _____,
Jeff Branch, Chairman
Board of Commissioners

ATTEST: _____, Clerk

AGENDA ITEM 9C

MEMO

DATE:

February 14, 2013

SUBJECT:

Discussion:
Adopt Stormwater
Discharge Program
Agreement with
City of Lenoir

Discussion:

The current agreement between the City of Lenoir and the Town of Sawmills will expire on June 30, 2013. The enclosed Stormwater Discharge Program Agreement between the Town of Sawmills and the City of Lenoir will be effective July 1, 2013 and expire June 30, 2014. The cost the Town will pay the City of Lenoir to assume responsibility for implementation of the plan is in the amount of \$13,104.93. The City of Lenoir will also be entitled to receive all revenues from fines and penalties which accrue.

Recommendation:

Staff recommends Council approve an agreement for the Stormwater Discharge Program in the amount of \$13,104.93 and covering the period of July 1, 2013 to June 30, 2014.

STATE OF NORTH CAROLINA

CALDWELL COUNTY **STORM WATER DISCHARGE PROGRAM AGREEMENT**

This Agreement is entered into on this the _____ day of _____, 2013, by and between the Town of Sawmills, North Carolina ("the Town") and the City of Lenoir, a N.C. municipal Corporation ("the City").

WHEREAS, on or about September 12, 2005, the Town and the City were granted Permit No. NCS000474 to Discharge Storm Water under the National Pollutant Discharge Elimination System ("NPDES") by the State of North Carolina Department of Environment and Natural Resources Division of Water Quality (the "Permit"), incorporated herein by reference, in order to discharge storm water from their municipal separate storm sewer systems into the waters of the creeks and unnamed tributaries located within the Catawba River Basin which are named or described in the Permit; and,

WHEREAS, Caldwell County developed and implemented a Storm Water Plan (the "Plan") referred to in Part I of the Permit, and pursuant to a May 1, 2009, Storm Water Discharge Program Agreement, the County and the City agreed that the City assumed the implementation responsibilities for the Plan pursuant to the terms of said agreement, and pursuant to the terms of separate implementation agreements between the Town and the City; and,

WHEREAS, under the terms of said agreements the City's obligations to assume and provide implementation of the Plan shall cease effective June 30, 2013; and,

WHEREAS, the Town and the City desire and intend to extend such implementation of the Plan by the City for the Town for and including the period from July 1, 2013, through June 30, 2014 as provided in this Agreement.

THEREFORE, the County and the City, for and in consideration of the valuable considerations described herein, do agree as follows:

1. **EFFECTIVE DATES.** Effective date upon and beginning July 1, 2013, and continuing through June 30, 2014, the City shall assume responsibility for implementation of the Plan with respect to areas of the Town located within the municipal boundaries of the Town, such responsibility shall include all matters and files that are then currently pending.
2. For such implementation responsibilities by the City for said period, the Town shall pay to the City the amount of \$13,104.93 on or before September 1, 2013. Said amount has been calculated and agreed to between the Town and the City pursuant to and agreed-upon formula based upon the Town's current population and area relative to the proportionate populations and areas of other towns in Caldwell County which has entered into storm water plan implementation agreements with the City to determined proportionate shares of the total projected costs for the City in provided such implementation during the period of this Agreement.
3. The City shall additionally be entitled to have and receive all revenues from fines and penalties which accrue or may be obtained received by the City in the course of such implementation during the effective period of this Agreement.

4. This Agreement may be modified in writing by mutual agreement of the parties.

This Agreement is executed in duplicate originals, one of which is to be retained by each of the parties hereto.

TOWN OF SAWMILLS

By: _____
Mayor

ATTEST:

Town Clerk

CITY OF LENOIR

By: _____
City Manager

ATTEST:

Clerk to the City Council

(City Seal)

AGENDA ITEM 9B

MEMO

DATE:

February 14, 2013

SUBJECT:

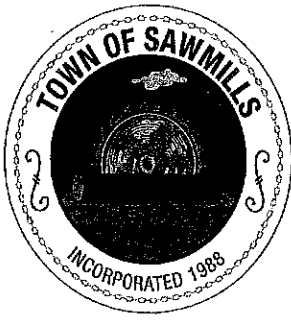
Discussion:
Adopt Resolution
Designating March as
Caldwell County and
Town of Sawmills
History Month

Discussion:

During the Caldwell County Commissioners meeting on Monday, February 18, 2013 the commissioners will vote on a proposed resolution designating the month of March each year as Caldwell County History Month. The County has invited all towns to participate by adopting the enclosed resolution.

Recommendation:

Staff recommends Council adopt the enclosed Resolution Designating the Month of March as "Caldwell County and Town of Sawmills History Month".



MAYOR
Bob Gibbs

**TOWN
COUNCIL**

TOWN ADMINISTRATOR
Seth Eckard

Johnny Wilson, Mayor Pro-Tem
Trena McRary Kirby
Donnie Potter
Joe Wesson
Jeff Wilson

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

RESOLUTION
DESIGNATING THE MONTH OF MARCH EACH YEAR AS
“CALDWELL COUNTY AND TOWN OF SAWMILLS HISTORY MONTH”

WHEREAS, Caldwell County was created on March 1, 1841, in accordance with an act of the North Carolina Legislature which also provided for the formation of a county seat town to be named Sawmills; and

WHEREAS, THE Town of Sawmills was chartered on July 1, 1988, in accordance with an act of the North Carolina Legislature; and

WHEREAS, within our county’s governmental offices and our library lie treasured records that detail the history of the county and our citizens; and

WHEREAS, individuals and groups within our county are collecting, preserving, and sharing documents and memorabilia that detail the events of our county’s history; and

WHEREAS, the knowledge of our county’s history gives the citizens a sense of pride in their heritage and a sense of responsibility to carry out the legacy that those who came before us began; and

WHEREAS, we acknowledge that both our present and our future are built upon a foundation that was laid by our past,

NOW, THEREFORE, BE IT RESOLVED, that I, Bob Gibbs, Mayor of the Town of Sawmills, North Carolina, and on behalf of the Sawmills Town Council and in cooperation with the Commissioners of Caldwell County, do hereby designate the month of March each year as “Caldwell County and Town of Sawmills History Month” and encourage all citizens and civic organizations to celebrate this historic event.

Adopted this the 19th day of February, 2013.

Bob Gibbs, Mayor

ATTEST:

Susan Nagle, Town Clerk

AGENDA ITEM 9E

MEMO

DATE:

February 19, 2013

SUBJECT:

Discussion:
Adopt Resolution
Offering Employees
Additional Health
Insurance Options

Discussion:

The current health plan offered to employees is Health Basic with a \$1,000.00 deductible. Medcost offers an additional plan called Med 500, which reduces the deductible to \$500.00, but with a higher premium. The employee would pay the difference of the cost between Health Basic and Med 500. There would be no extra cost to the Town.

The enclosed resolution would allow employees more options in reducing out of pocket medical expenses. If approved, Staff will contact Medcost and begin the necessary procedures for implementation by July 1, 2013

Recommendation:

Staff would recommend Council adopt the resolution offering employees additional health insurance options.

NORTH CAROLINA

RESOLUTION

CALDWELL COUNTY

THAT WHEREAS, the Town of Sawmills, does desire to offer employees another health insurance option for coverage;

THAT WHEREAS, the Town of Sawmills (the "Town") does desire to request the Municipal Insurance Trust of North Carolina to allow the Town to offer two forms of health coverage for employees, those being the Health Basic and the second alternative would be Buy Up Medical Plan under Med 500 where if the employee adopted this form of coverage they would then pay any increase of the premium over the normal coverage offered.

NOW, THEREFORE, it is hereby Resolved that the Town of Sawmills does desire to, beginning 7/1/2013, offer the basic health insurance program of Health Basic for its employees and additionally does desire to add the option plan under the Med 500 Plan for employees as they so desire to elect. It is hereby understood and agreed by any employees selecting coverage under the Med 500 Plan would pay the increase in any premium amount necessary under this program.

This the _____ day of _____, 2013.

TOWN OF SAWMILLS

By: _____
Bob Gibbs, Mayor

ATTEST:

Clerk