

**TUESDAY, APRIL 15, 2014
TOWN OF SAWMILLS REGULAR COUNCIL MEETING
6:00 PM**

COUNCIL PRESENT

Bob Gibbs
Joe Wesson
Gerelene Blevins
Jeff Wilson
Johnny Wilson

STAFF PRESENT

Seth Eckard
Susan Nagle
Terry Taylor

COUNCIL ABSENT

Trena McRary Kirby

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

INVOCATION: Mayor Bob Gibbs gave the invocation.

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

ADOPT AGENDA: Mayor Gibbs asked for a motion to adopt the agenda with the following change; remove item 7A.

Joe Wesson made a motion, and Gerelene Blevins seconded, to adopt the agenda with changes. All were in favor.

APPROVE MARCH 18, 2014 REGULAR MEETING MINUTES: Mayor Gibbs asked for a motion to approve the March 18, 2014 regular meeting minutes.

Jeff Wilson made a motion, and Gerelene Blevins seconded, to approve the minutes. All were in favor.

APPROVE MARCH 18, 2014 CLOSED SESSION MEETING MINUTES: Mayor Gibbs asked for a motion to approve the March 18, 2014 closed session meeting minutes.

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

APPROVE MARCH 25, 2014 SPECIAL MEETING MINUTES: Mayor Gibbs asked for a motion to approve the March 25, 2014 special meeting minutes.

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

APPROVE APRIL 3, 2014 SPECIAL BUDGET WORKSHOP MEETING MINUTES: Mayor Gibbs asked for a motion to approve the April 3, 2014 special budget workshop meeting minutes.

Joe Wesson made a motion, and Gerelene Blevins seconded, to approve the minutes. All were in favor.

PUBLIC COMMENT: Mayor Gibbs asked if anyone had any questions or comments at this time.

No one wished to speak.

DISCUSSION:

SAWMILLS FARMERS MARKET: Mayor Bob Gibbs introduced Olivia Ford, Co-Market Manager, of the Sawmills Farmers Market.

Mrs. Ford thanked Council and residents for their support over the last three years. The Sawmills Farmers Market starts May 6, 2014, opens at 3:00, and closes at 7:00 pm. There is room to expand and space for more vendors. They will be accepting SNAP and debit cards again this year but unfortunately, due to a loss in some grant funding the fee charged for use of debit cards has increased to \$1.50 per transaction. The opening day celebration will take place on May 27, 2014 and will hopefully include a live band, free food, games and other activities for kids that day. Due to the loss of some grant funding the Farmers Market is requesting a donation to help fund supplies, activities, and advertisement for the year. The Farmers Market is currently looking for a market manager and will post a job description on their website, the bulletin board in the lobby of the Town Hall as well as through multiple media outlets.

RECOGNITIONS:

RECYCLE REWARDS WINNER: Town Administrator Seth Eckard announced Ivey Cannon as the April Recycle Rewards winner. A credit of twenty-eight dollars (\$28.00) will be added to Miss Cannon's sanitation bill and her certificate will be available at the Town Hall for pick up.

No Council action was required.

The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for ensuring transparency and accountability in the organization's operations.

Furthermore, it highlights the need for regular audits and reviews to identify any discrepancies or areas for improvement. This process helps in maintaining the integrity of the data and ensuring that all procedures are followed correctly.

In addition, the document outlines the responsibilities of all staff members in maintaining these records. It states that every individual involved in the process must adhere to the established protocols and standards.

It is also noted that the information gathered from these records will be used to inform decision-making and strategic planning. This ensures that the organization is based on solid data and can respond effectively to challenges.

The document further details the specific steps and procedures for data collection, storage, and analysis. It provides a clear framework for how information should be handled from the moment it is generated until it is archived or used for reporting.

Finally, it stresses the importance of data security and privacy. All records must be protected against unauthorized access and should be handled in accordance with relevant laws and regulations to ensure the confidentiality of the information.

In conclusion, this document serves as a comprehensive guide for the organization's record-keeping practices. It aims to ensure that all data is accurate, secure, and readily available for use in various organizational functions.

YARD OF THE MONTH WINNERS: Mayor Gibbs announced Sawmills Elementary School, from the 28630 zip code, and Robin Soots, from the 28638 zip code, as the April yard of the month winners. Mayor Gibbs presented Sawmills Elementary School Custodian Teresa Miller with a certificate and stated that Mr. Soots' certificate would be available at the Town Hall for pick up.

No Council action was required.

PLANNING MATTERS:

ADOPT PROPOSED RIGHT-OF-WAY ENCROACHMENT AGREEMENT PROCEDURES AND PROPOSED ENCROACHMENT AGREEMENT: Town Administrator Seth Eckard stated Town Attorney Terry Taylor has drawn up the enclosed right-of-way encroachment procedures and agreement for the town to implement.

Joe Wesson made a motion, and Gerelene Blevins seconded to approve the enclosed right-of-way procedures and agreement. All were in favor.

PERSONNEL MATTERS:

ADOPT PROPOSED EMPLOYEE JOB DESCRIPTIONS, ACHIEVABLE GOALS AND INCENTIVES: Mayor Bob Gibbs introduced David Hill with HR Essentials Consulting.

David Hill expressed his appreciation towards the staff for all their help with the pay classification study. Mr. Hill stated that staff has given a lot of their time to assist with the pay classification study. After several meetings, gathering data, analyzing data and working through the process, each staff member filled out a fifteen page questionnaire about what they do which then created the job descriptions.

Joe Wesson made a motion, and Gerelene Blevins seconded to adopt the employee job descriptions, achievable goals and incentives. All were in favor.

ADOPT PROPOSED EMPLOYEE PAY GRADE: Mr. Hill stated all positions and the local labor market were analyzed to help determine the salary for each position. Each position was then assigned to a salary grade.

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



FINANCIAL MATTERS: ADOPT PROPOSED RECYCLING COLLECTION AGREEMENT: Town Administrator Seth Eckard stated the contract between the Town of Sawmills and Republic Services of North Carolina, LLC needs updated. The term of the contract will be for five (5) years and will begin July 1, 2014. The cost of this contract is in the amount \$3.27 per residence (based on 1600 residences). In the event of any annexations, the charges may be adjusted immediately. The only change in cost would be for the CPI (consumer price index) which shall be adjusted annually starting July 1, 2015 and effective July 1 each calendar year.

Jeff Wilson made a motion, and Johnny Wilson seconded, to approve a contract for curbside recycling with Republic Services of North Carolina, LLC. All were in favor.

PUBLIC COMMENT: Mayor Gibbs asked if anyone had any questions or comments at this time.

No one wished to speak.

UPDATES:

COMMUNITY DEVELOPMENT BLOCK GRANT MONTHLY STATUS REPORT AND UPDATE: Administrator Eckard stated Nancy Coley, Program Administrator with the Western Piedmont Council of Governments has enclosed an update and the monthly status report for the Community Development Block Grant (CDBG) which, shows that all requirements are on schedule for the Haystation, LLC.

No Council action was required.

COMMUNITY DEVELOPMENT BLOCK GRANT SEWER PROJECT MONTHLY UPDATE: Administrator Eckard stated Lisa Helton, Program Administrator with the Western Piedmont Council of Governments has enclosed an update on the Community Development Block Grant Sewer Project.

No Council action was required.

CODE ENFORCEMENT MONTHLY REPORT: Administrator Eckard stated the enclosed report shows an update of the progress made throughout the Town by Planner Elinor Hiltz.

No Council action was required.

ADMINISTRATORS REPORT: Administrator Eckard made the following announcements:

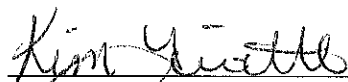
- The Town Hall and Public Works will be closed on Friday, April 18, 2014 for Good Friday.
- The final budget workshop will be held at 5:00 pm on Thursday, April 24, 2014.
- The Town of Sawmills' Annual Easter Egg Hunt was a big success. Administrator Eckard expressed appreciation for everyone that participated.
- The Town of Sawmills' Facebook page currently has 1,000 likes.

COUNCIL COMMENT: Mayor Gibbs asked if anyone on the Council had any questions or comments at this time.

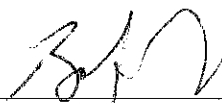
Councilman Wesson thanked everyone for coming and stated he appreciates the citizens' comments.

ADJOURN: Mayor Gibbs asked for a motion to adjourn.

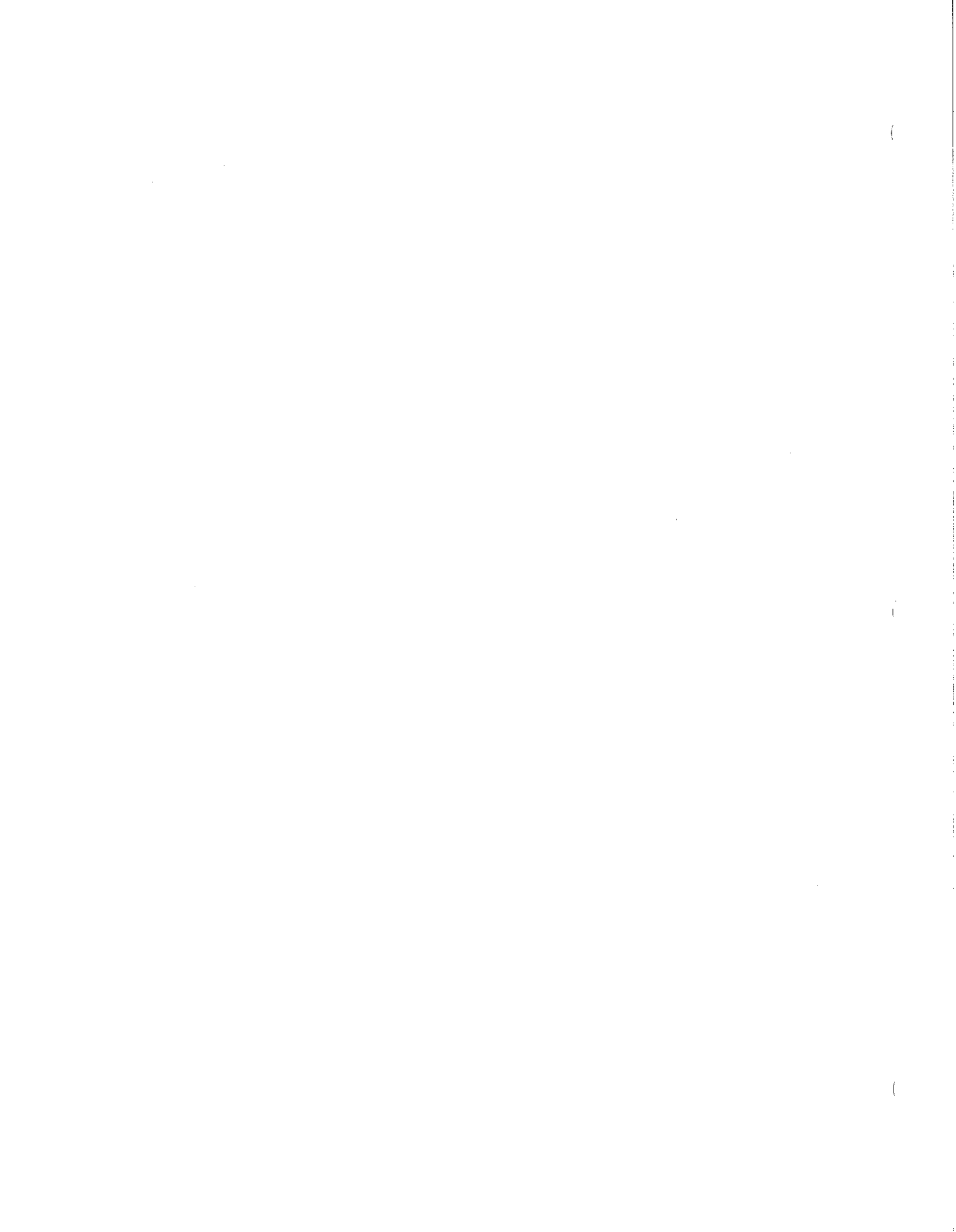
Jeff Wilson made a motion, and Joe Wesson seconded, to adjourn the meeting. All were in favor.

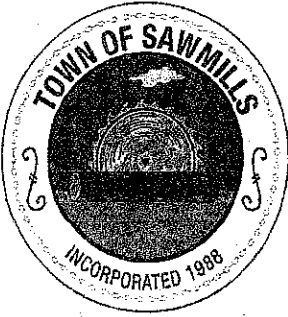


Kim Trivette, Interim Town Clerk



Bob Gibbs, Mayor





MAYOR
Bob Gibbs

**TOWN
COUNCIL**

TOWN ADMINISTRATOR
Seth Eckard

Trena McRary Kirby, Mayor Pro-Tem
Gerelene Blevins
Joe Wesson
Jeff Wilson
Johnny Wilson

Prepared By Terry M. Taylor, Post Office Drawer 2428, Hickory, North Carolina 28603

**TOWN OF SAWMILLS
CALDWELL COUNTY**

STREET: _____

BETWEEN: TOWN OF SAWMILLS

AND

**-- CONTRACT --
RIGHT OF WAY
ENCROACHMENT AGREEMENT**

THIS AGREEMENT, made and entered into this the _____ day of _____, 20____,
by and between the Town of Sawmills, North Carolina, (hereinafter "Town"), and
_____, party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to encroach on the right-of-way
of the public road designated as for the purposes of constructing or erecting:
_____ within the said right-of-way as more particularly shown on the diagram attached
hereto and incorporated herein.

WHEREAS, it is to the material advantage of the party of the second part to effect this
encroachment, and the Town, in the exercise of authority conferred upon it by statute, is willing
to permit the encroachment within the limits of the right-of-way as indicated, subject to the
conditions of this agreement.

NOW, THEREFORE, IT IS AGREED that the Town hereby grants to the party of the
second part, its successors, and assigns, the right and privilege to make this encroachment,
upon the following conditions, to wit:

1. That the said party of the second part binds and obligates itself, its successors and
assigns to erect and maintain the encroaching structure in such reasonably safe and
proper condition including aesthetic appearance, that it will not interfere with, or
endanger, travel upon said highway, nor obstruct nor interfere with the proper
maintenance thereof, and if at any time the Town shall require the partial or full
removal of or changes in the location of the said items, that the said party of the

second part binds itself, its successors and assigns, to promptly remove or alter the said items, in order to conform to the said requirement, without any cost to the Town;

2. That the said party of the second part agrees to comply with any provisions of the Town's Work Area Traffic Control Handbook should any roadway or walkway, or portion thereof, need to be blocked or closed during construction. Further, the party of the second part agrees to provide advance notification to, and obtain a Right of Way Use Permit from, the Town for any such roadway or walkway closure in accordance with following:

Travel lane(s) and/or sidewalk(s) – 5 working days (minimum)
Street Closure – 10 working days (minimum)

Construction, installation, and maintenance activities are further restricted from blocking or closing a roadway or walkway at certain times of the day. These activities cannot occur during the following times:

7:00-9:00am, Monday – Friday
4:00-6:00pm, Monday – Friday

3. That the party of the second part agrees to provide notification to, and obtain a Street Cut Permit from, the Street Maintenance Department at least 24 hours prior to performing any construction that involves the cutting or breaking of any roadway or walkway pavement.
4. That the Town retains the right and privilege to remove or alter the said items whenever an emergency or other situation requires prompt action and the Town may recover the cost associated with removing or altering said encroachment.
5. That the party of the second part, its successors and assigns agree to indemnify and hold harmless the Town, its officers and employees, from and against all damage, including injury to persons or damages to property, expenses or other liability which may result from, arise out of, or be brought by reason of the encroachment;
6. That the party of the second part, its successors and assigns, further agrees to defend any lawsuits which may be brought against the Town, its officers and employees by reason of the operation of the above-mentioned encroachment and pay any claims or judgments resulting from or preceding such lawsuits. Such agreement as to indemnification and defense shall be construed to the end that the Town, its officers and employees, will suffer no liability or expense because of such claims or legal actions.
7. The party of the second part, its successors and assigns, at their own expense, shall purchase and maintain for the duration of this agreement Comprehensive General Liability Insurance and contractual liability assumed under this agreement. Such policy or policies of insurance shall be for limits of not less than \$1,000,000 bodily injury and property damage liability and will be subject to future review and adjustment at the request of the Town. Certificates of Insurance shall be furnished to the Director of the Finance Department containing the provision that 30 days written notice will be given to the Town prior to cancellation or change in the required

coverage. The provision of such insurance shall in no way replace or otherwise limit the obligation to defend and pay claims described previously.

8. If the party of the second part should sell or otherwise transfer title to the property adjoining this encroachment, it shall notify the Town of the transfer and provide evidence that its successor or assign has obtained the insurance required under paragraph 6 of this agreement and has otherwise agreed to assume the liabilities and obligations set forth in this Agreement and has the financial means to meet such obligations. Upon the receipt of satisfactory evidence of said insurance, assumption of responsibility, and financial means, the party of the second part shall be relieved of all liabilities and obligations arising under this agreement by reason of any act or omission occurring after the giving of such notice and the proof of such insurance and assumption.
9. That the party of the second part understands that power companies, CATV television franchise holders, and other holders of easements in Town right-of-way have or may have rights paramount to those of the party of the second part to use of lands under the Town right-of-way at the location specified in this Agreement.
10. That the party of the second part waives any and all claims for damages or other relief which it may now or hereafter have against the Town for interference with or damage to its facilities located within the Town rights-of-way way arising out of negligent act or omission.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities.

2. It then outlines the various methods used to collect and analyze data, including surveys, interviews, and focus groups.

3. The next section describes the results of the data collection and analysis, highlighting key findings and trends.

4. Finally, the document concludes with a summary of the overall findings and recommendations for future research and practice.

5. The document is organized into several sections, each focusing on a different aspect of the research process.

6. The first section provides an overview of the research objectives and the scope of the study.

7. The second section details the research methodology, including the selection of participants and the data collection procedures.

8. The third section presents the results of the data analysis, including a discussion of the statistical findings.

9. The fourth section discusses the implications of the research findings for practice and policy.

10. The final section provides a conclusion and a list of references.

TOWN OF SAWMILLS, NORTH CAROLINA
APPLICANT: _____

By: _____
Mayor

Name: *(Company)*
Address _____

(Telephone Number)

ATTEST:

By: _____

Town Clerk (seal)

Title: President
(seal)

APPROVED AS TO INSURANCE: _____

Attest:

Finance Officer

Secretary

Approved as to Form

Town Attorney

Signature must be notarized

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, _____, Notary Public for said County and State, certify that
(Name of Notary)
_____ personally came before me this day and who, being by
(Name of Secretary)
me sworn, acknowledged that (s)he is the Secretary of the _____
(Name of Corporation)
knows the Common Seal of the _____, and is acquainted with
(Name of Corporation)
_____. Who is the _____ of the name of the
(Name of Officer) (Title of Officer)
_____ and that (s)he saw the said _____ sign the
(Name of Corporation) (Name of Officer)
foregoing instrument and that (s)he affixed said seal to said instrument and that (s)he signed
her/his name in attestation of said instrument in the presence of _____
(Name of Officer)

WITNESS my hand and notarial seal, this _____ day of _____, 200__.

(Notary Signature)

Notary Public

My Commission Expires: _____
(Date)

***All individual names in this notarization statement/Encroachment Agreement must be consistent in name and signature throughout the document.**

TOWN OF SAWMILLS DEPARTMENT OF TRANSPORTATION

Right-of-Way Encroachment Procedures

A Right-of-Way Encroachment Agreement is required for the installation of a permanent non-standard item(s) within a Town maintained street right-of-way by a private individual, group, business, or homeowner's/business association. A non-standard item is one which is not installed by the Town in the exercise of its duties and responsibilities which conforms to standards in the Manual of Uniform Traffic Control Devices, the Caldwell County Utility Department, or by utility franchise holders approved by the Town. A non-standard item is an accepted roadway design element as provided in the current edition of A Policy on Geometric Design of Highways and Streets published by the American Association of State Highway and Transportation Officials (AASHTO).

Town of Sawmills executes a General Encroachment Agreement for the following types of construction:

- Decorative pavers for walkways and streets
- Decorative signs and / or signposts
- Decorative lighting
- Awnings
- Building foundation footings
- Monitoring wells

The Town also executes Encroachment Agreements for the specialized construction of Shoring & Tieback Systems, and Interim Telecommunications. All items considered for encroachment agreements must meet applicable Town codes/requirements and State/local building codes.

The Town will determine, on a case-by-case basis, whether an encroachment will be considered based on concerns for public safety, applicable standards, and conflicting use of the right-of-way by the Town Departments and/or utility franchise holders. Further, the Town of Sawmills and other Town Departments may impose certain requirements as a condition of Encroachment Agreement Approval. The division of Risk Management of the Finance Department requires that a Certificate of Insurance for liability coverage be submitted with each Encroachment Agreement (currently \$1,000,000) with the exception of the Irrigation Encroachment Agreement.

Submittal Requirements

- A letter of request with all contact information for the project applicant and a full description of the project.
- Three (3) executed, original, encroachment agreements (including notary)
- Page three (3) of the agreement must have a corporate seal affixed unless the company is an LLC or LP.
- Liability insurance certificate with the Town of Sawmills designated as the named insured in the amount of \$1,000,000, or as determined.
- Three (3) sets of scaled drawings (prepared at 1"=20', 30' or 40' on 8-1/2" x 11" media) showing detailed Plan and Elevation drawings of the existing conditions and the

proposed encroaching item including: R/W lines, signs, trees, curb, gutter, sidewalk, poles, pavement edges, utilities, and vicinity map.

- Detail of the item to be placed within the right-of-way.
- Narrative detailing the installation procedure and plan notes as necessary.
- A check for the Application Fee in the amount of \$ 750.00 which will be non-refundable upon submittal of the application.

INDEMNITY INSURANCE COVERAGE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY – bodily injury and property damage liability as shall protect the contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operation of this contract whether such operations are performed by contractor, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate.

This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this contract.

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

This Agreement made and entered into as of the 15th day of April, 2014, by and between the Town of Sawmills, a municipality organized under the laws of the State of North Carolina, (hereinafter referred to as the Town) and Republic Services of North Carolina, LLC, a North Carolina limited liability company (hereinafter referred to as the Contractor).

WITNESSETH:

WHEREAS, the Town and Contractor entered into a RECYCLING AGREEMENT dated June 21, 2011 and the parties have agreed to replace that Agreement with the Agreement contained herein;

WHEREAS, the Contractor is qualified to provide solid waste and recycling collection services, and shall begin such service on or about, July 1, 2014;

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

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

1. DEFINITIONS

- a. Residence. A dwelling unit such as a house, mobile home, or multi-family dwelling, but not including hotels or motels. Each unit of a multi-family dwelling shall be considered a separate residence.
- b. Residential recyclable material. Aluminum, steel, and tin cans (lids and labels may be included); empty aerosol cans (plastic caps removed); clear, green and brown glass containers; all plastic bottles (#1 through #7) labels and caps may be included; newspaper and newspaper inserts; brown paper grocery bags; magazines; catalogs; telephone books; junk mail; manila folders and envelopes; office paper; paperback books; post-it-notes; shredded paper; soda or beer cartons; toilet paper and paper towel rolls; wrapping paper; construction paper; egg cartons; paper envelopes (envelopes with plastic windows accepted.) box board (clean frozen vegetable containers, cereal boxes, pasta boxes, ect.); and corrugated cardboard.
- c. Special material. These are bulky materials and other special wastes that are not stored in a standard storage container or equivalent trash bags and cannot be picked up by the normally used collection vehicle. Included are appliances, furniture, yard waste, building materials, demolition debris, bulky cartons not broken down, or other solid or liquid wastes that are not acceptable at the Foothills Environmental Landfill according to local, state, and/or federal regulations.

The Contractor will indemnify, save harmless, and exempt the Town, its officers, agent, servants, and employees from and against any law suits, actions, legal proceedings, administrative proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this Agreement arising out of willful or negligent act of the Contractor, its officers, agents, servants and employees; provided, however, that the Contractor shall not be liable for law suits, actions, legal proceedings, administrative proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of willful or negligent act of the Town, its officers, agents, servants, and employees.

19. ASSIGNMENT

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

20. BOOKS AND RECORDS

The Contractor shall keep records directly related to the services provided of solid waste and recyclable materials collected and charges therefore, and the Town shall have the right to review those records, which in any way pertain to the payment due. The Contractor shall provide a monthly report to the Town with the weights of the recyclable material collected.

21. PERMITS AND LICENSES

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

22. MODIFICATION

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

23. RIGHT TO REQUIRE PERFORMANCE

The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way effect the right of the Town thereafter to enforce same. Nor, shall waiver by the Town of any breach of any provisions hereof be taken or held to be waiver of any provision itself.

24. NON-PERFORMANCE

In the event either party shall fail to observe or perform any of the covenants or terms of this Agreement, the other party may give notice in writing of such default. In the event such default is not cured within thirty (30) days from the date of such notice; the defaulting party may cancel this Agreement. Cancellation of this Agreement by the non-defaulting party shall not prevent said party from maintaining an action against the defaulting party for damages for such default or from pursuing such other legal remedies as may be available to it by reason of such default. The defaulting

party shall be liable for reasonable attorney's fees incurred by the non defaulting party to enforce the provisions of this Agreement. Neither party shall be liable for non-performance or delay in performance for causes due to force majeure and without its fault or negligence. For purposes of this Agreement force majeure is defined as cause beyond control of the parties, including, but not limited to, acts of God; wars or civil commotion; destruction of facilities by fire, earthquake, or storm; labor strikes; epidemic; or failure of public facilities or common carrier. Notwithstanding the provisions of this paragraph, if at any time, while the Agreement is in force, contractor fails to or is unable for cause to provide the service contemplated herein, the Town shall have the right without payment or liability to Contractor to effect such other arrangements as it deems desirable during the Contractor's inability to perform.

25. ILLEGAL PROVISIONS

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

26. EFFECTIVE DATE

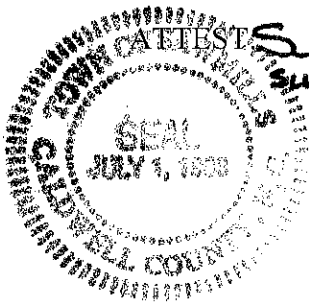
This Agreement shall become effective and the Contractor shall begin collection of the residential solid waste and residential recyclable materials as covered herein on July 1, 2014.

TOWN OF SAWMILLS

REPUBLIC SERVICES OF NORTH CAROLINA, LLC

BY: *BAZ*
BOB GIBBS, MAYOR

BY: _____



Susan Nagle
SUSAN NAGLE, TOWN CLERK

ATTEST: _____

Handwritten text, possibly a signature or name, located in the lower right quadrant of the page.

Handwritten text, possibly a date or a short note, located below the signature.

**Town of Sawmills
Community Development Block Grant
Small Business & Entrepreneurial Assistance (SBEA)
The Haystation LLC**

MEMO TO: Bob Gibbs, Mayor
 Town Council
 Seth Eckard Town Administrator
 Susan Nagle, Clerk
 Karen Clontz, Finance Officer

FROM: Nancy Coley, Project Administrator

DATE: April 10, 2014

RE: CDBG No. 12-C-2443
 The Haystation, LLC SBEA CDBG Project
 Update to the Board

The Haystation reported 24 employees in October, 2012, the date the grant application was submitted to Commerce. As of today, the company has 25 employees. Mr. Pritchard is currently advertising for new employees. The Haystation recently participated in the Caldwell County Job Hiring Fair; however, only one person expressed interest in a job with them. Mr. Pritchard is having difficulty finding new employees who are able to pass the screening provided by the business and its insurance company. The Haystation wants to purchase new trucks with the CDBG funds, but Mr. Prichard wants to increase the number of employees before he begins spending grant funds.

Mr. Prichard has not spent any CDBG funds.

CDBG Budget: \$250,000

| | |
|-----------------------|---------|
| Machinery & Equipment | 225,000 |
| Planning | 5,000 |
| Administration | 20,000 |



**TOWN OF SAWMILLS
COMMUNITY DEVELOPMENT BLOCK GRANT
DUFF DRIVE AREA SEWER PROJECT**

MEMORANDUM:

TO: Town Council and Town Administrator
FROM: Lisa Helton, Program Administrator
DATE: April 9 2014
SUBJECT: CDBG Sewer Project Monthly Update

The town's attorney is working on the required easements for the project. The bidding process can begin after all the surveying and easements are signed. If you have any question, please call me at 828-514-9194.

| | <u>Total Funds</u> | <u>Spent to date</u> | <u>Remaining funds</u> |
|---------------------------|--------------------|----------------------|------------------------|
| Public Sewer Improvements | \$711,100 | \$25,072.60 | \$686,027.40 |
| Administration | \$ 71,400 | \$18,100.60 | \$53,299.40 |
| Planning | \$ 5,000 | \$5,000 | \$0.00 |
| TOTAL | \$787,500 | \$48,173.20 | \$739,326.80 |

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for a systematic approach to data collection and the importance of using reliable sources.

3. The third part of the document discusses the challenges and limitations of data collection and analysis. It notes that while data is essential, it must be interpreted carefully and in context to avoid misleading conclusions.

4. The fourth part of the document provides a summary of the key findings and conclusions. It reiterates the importance of data-driven decision-making and the need for ongoing monitoring and evaluation.

5. The fifth part of the document discusses the implications of the findings for future research and practice. It suggests that further exploration of data collection methods and analysis techniques is needed to improve the quality and reliability of the data.

6. The sixth part of the document discusses the ethical considerations surrounding data collection and analysis. It emphasizes the need for transparency, informed consent, and the protection of personal information. It also notes that data should be used for legitimate purposes and not for discrimination or other unethical practices.

7. The seventh part of the document discusses the role of data in decision-making. It notes that data can provide valuable insights into organizational performance and help identify areas for improvement. However, it also cautions against over-reliance on data and the need to consider other factors such as human judgment and experience.

8. The eighth part of the document discusses the importance of data literacy. It notes that all employees should have a basic understanding of data and be able to interpret and use it effectively. This is essential for making informed decisions and driving organizational success.

9. The ninth part of the document discusses the future of data. It notes that as technology continues to advance, the amount of data generated will increase significantly. This will create new opportunities for data analysis and decision-making, but it will also present new challenges and ethical considerations.

10. The tenth part of the document discusses the importance of data governance. It notes that organizations need to have clear policies and procedures in place to ensure that data is collected, stored, and used in a responsible and ethical manner.

11. The eleventh part of the document discusses the importance of data security. It notes that organizations need to take steps to protect their data from unauthorized access, loss, or theft. This is essential for maintaining the integrity and confidentiality of the data.

12. The twelfth part of the document discusses the importance of data privacy. It notes that organizations need to be transparent about how they collect and use data and give individuals the right to control their own information.

13. The thirteenth part of the document discusses the importance of data quality. It notes that data must be accurate, complete, and consistent to be useful for decision-making. Organizations need to have processes in place to ensure data quality.

14. The fourteenth part of the document discusses the importance of data integration. It notes that organizations need to be able to combine data from different sources to get a complete picture of their operations. This is essential for making informed decisions and driving organizational success.

Monthly Performance Status Report

(Due on 15th of each month)

Grantee Name: Town of Sawmills Grant Number: 12-C-2506 Month: April Year: 2014

| Activity | Performance Schedule (On/Off) | Current Performance Status (If Off Schedule) | Remedy to get back on Schedule (If Off Schedule) |
|--------------|-------------------------------|--|--|
| Public Sewer | ON | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Prepared By: Lisa Helton Title Program Administrator (City/County Manager or Clerk)
 Endorsed By: Seth Eckard Title Town Administrator
 Board or Council Update: Memo to the Board Date 4-9-14

Performance Schedule
 (Based on *Performance Based Contract*)
 On/Off Schedule

- ❖ *On* Performance Schedule: Stop and submit report, no current performance status or remedy to get back on schedule is required
- ❖ *Off* Performance Schedule: Provide current performance status and remedy to get back on schedule and submit report

Code Enforcement Report

April 2014

| Property Owner | Property Address | Issue | Status |
|-------------------------|----------------------|--|---|
| STAT Inc | 3046 Eli Lane | Person living in shed | Tenant received another extension to the weekend of April 5-6 to remove the rest of the fence boards and shed. He should call this week to confirm. |
| Doris & Carroll Jackson | 4367 Sawmills Sch Rd | Trash in front yard; accessory bldg in front yard | Tenants received a letter and started picking up. The owners cannot be contacted regarding violations or fines because they recently died. |

