



Minutes
Town of Chadbourn, North Carolina
Chadbourn Council Regular Meeting

August 6, 2013

The regularly scheduled meeting of the Chadbourn Town Council was held Tuesday, August 6, 2013 at 7:00 p.m., in the Council Meeting Room.

Members Present: Mayor Fax Rector; Mayor Pro Tem Rashad Roberts; Councilmembers: Brian Edwards, Phillip Honeycutt and Edwin Roberts

Members Absent: Donald Ray Bass

Others Present: Stevie Cox, Town Manager; Patricia Garrell, Town Clerk; Steven Shaw, Chief of Police; Michael Foss, Public Works Director

CALL TO ORDER AND ROLL CALL

Mayor Rector called the meeting to order at 7:01 p.m. Patricia Garrell, Town Clerk, took roll call.

INVOCATION

Councilmember Honeycutt led the assembly in prayer.

PLEDGE OF ALLEGIANCE

Mayor Rector led the assembly in the Pledge of Allegiance.

APPROVAL OF AGENDA

Councilmember Edwards made a motion to approve the agenda as stated. The motion was seconded by Councilmember Rashad Roberts to approve the Agenda. The motion carried with a vote of 4 - 0.

Approval of Minutes of Town Council Meeting

1. Regular Meeting Minutes – June 18, 2013

Councilmember Rashad Roberts made a motion to approve the minutes listed above. The motion was seconded by Councilmember Edwards to approve the minutes listed above. The motion carried with a vote of 4 - 0.

COMMENTS FROM THE MAYOR

- Mayor Rector stated that the Town has been doing serious maintenance on Our Park. The Mayor stated that the wood chips would be delivered by Friday and he hoped the park would be re-opening within two weeks.
- Mayor Rector stated that the Cat 305.5E CR Mini Hydraulic Excavator to clean ditches and mowing was delayed because a part for the mower was not shipped on schedule to Gregory Poole.
- Mayor Rector stated that the Town would be doing maintenance on the Town's Water Tank starting on August 12, 2013 through August 19, 2013 and the water pressure would be low.

PUBLIC COMMENTS AND CITIZEN REQUEST

Anyone seeking to speak under Public Comments must complete a comment card and submit it to the Town Clerk prior to the start of the Town Council Meeting. When you come up to speak, you will need to state your name, address, what organization that you represent and your topic of concern.

Mayor Rector opened the floor for Public Comments from the comment cards he received.

Hattie Kelly: Chadbourn, NC

- Ms. Kelly stated that the kids from the Kelly Youth Focus Group felt intimidated by a Police Officer while playing at Our Park. She stated that the kids' ages were from four (4) to age sixteen (16) and the Officer stated the limit was twelve years old. Ms. Kelly stated that the age limit was not posted and she does not understand the age limit when the kids are supervised by an adult.

Mayor Rector stated that he did not think it would be a problem with kids over the age of twelve as long as they are supervised. Mayor Rector, also, instructed the Town Manager to post age limit signs and a handicap sign over the "red" swing; it is to be used for disabled kids only.

Mayor Rector closed the Public Comments session.

PUBLIC HEARING

1. Proposed Local Referendum for Liquor By The Drink

This request is for public comments on the Proposed Local Referendum for Liquor By The Drink

The Public Hearing Notice was advertised in The New Reporter on July 25th and August 1st, 2013.

Mayor Rector opened the Public Hearing session at 7:14 p.m.

Doris Dees, Chadbourn, NC

- Who would this referendum affect, and is this for future businesses?

Hattie Kelly, Chadbourn, NC

- Will all establishments that serve food be affected by this referendum?

Mayor Rector stated that the referendum affects all businesses that serve food; the business must get a Privilege License and meet State requirements on selling liquor by the drink. Mayor Rector, also, stated that all the liquor would have to be purchased at a local ABC store and Council is anticipating this will bring new business to Chadbourn.

Mayor Rector closed the Public Hearing session at 7:17 p.m.

CONSENT AGENDA

All items listed below are considered to be routine and will be enacted by one introduction/motion/second/roll call vote. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered separately.

1. Approval of Budget Amendment for Parks and Recreation Department BA-13/14-01. Funds are requested for the remaining unused funds from the 2012 – 2013 budget Fund Raiser Account to the current budget year's Fund Raiser Account for the Parks and Recreation Department.

Fund Raiser Expenses:	10-6200-3500 increase by \$3,683.60
Fund Balance Appropriations:	10-3990-0000 increase by \$3,683.60

2. **Approval of Budget Amendment for the Planning and Zoning Department – BA-13/14-2 Funds are requested for allocation of additional funds to cover the cost of Code Enforcement Salaries.**

Salaries & Wages:	10-5200-0200 increase by \$2,876.93
FICA Tax:	10-5200-0400 increase by \$ 783.24
Retirement:	10-5200-0700 increase by \$ 724.70
401K (pólice officer only):	10-5200-0701 increase by \$ 631.92
Fund Balance Appropriations:	10-3990-0000 increase by \$5,016.78

3. **Approval of the Klondyke – Chadbourn Volunteer Fire and Rescue Contract. Staff requested that the Town Council approve the new three year contract with the Klondyke – Chadbourn Volunteer Fire and Rescue Department Contract. (See Contract Below)**

CONTRACT and LEASE

THIS CONTRACT and LEASE made and entered into this the 6 day of August, 2013 by and between the TOWN OF CHADBOURN (sometimes hereinafter referred to as "TOWN"), and KLONDYKE-CHADBOURN VOLUNTEER FIRE & RESCUE, INC. (sometimes hereinafter referred to as "K-CVFR");

WITNESSETH:

THAT WHEREAS the Town of Chadbourn and the Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. have reached a certain agreement whereby the Town of Chadbourn agrees to lease to Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. the vehicle described in *Exhibit "A"* consisting of a 2000 Freightliner Truck; and,

WHEREAS the Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. is *now* providing fire protection and emergency medical services for the Town of Chadbourn, as well as, the Klondyke Fire Districts and hereby agrees to continue to do so during the term(s) of this agreement; and,

WHEREAS the Town of Chadbourn agrees to lease the 2000 Freightliner truck to K-CVFR;

BE IT THEREFORE RESOLVED, CONTRACTED and AGREED upon by and between the Town of Chadbourn and Klondyke-Chadbourn Volunteer Fire & Rescue, Inc., that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, all of which is hereby acknowledged and also for the consideration of the premises to be hereinafter performed by each of the parties hereto, the parties hereto are bound one to the other as follows:

1. The Town of Chadbourn will continue to lease to Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. the said 2000 Freightliner Truck described in *Exhibit "A"* which is attached hereto and made a part hereof. The lease price for this truck is the sum of One Hundred (\$100.00) Dollars for the term of this lease and any and all extensions of this lease.
2. The said Town of Chadbourn acknowledges that the said K-CVFR is also presently providing and agrees to continue to provide fire fighting and rescue duties throughout the Town of Chadbourn and the Klondyke-Chadbourn Fire and Rescue area.
3. The original term of the Lease shall be from August 1, 2013 until August 1, 2016.
4. The parties shall have the right to renew the said lease of the Freightliner, for the same lease payment, for a term of three (3) years for each new term, not to exceed a total term of ten (10) successive calendar years

from August 1, 2013. This lease shall be automatically renewed for the next three (3) years, unless either the said K-CVFR or the Town of Chadbourn gives notice to the other party, within One Hundred and Eighty (180) days, prior to the expiration of the term then in force that it intends not to renew the said Lease.

5. The Town of Chadbourn agrees to contribute for the term of this lease at least the same amount of money in its budget that it has contributed for the physical year 2012-2013, and to pay the maintenance and insurance costs on the said vehicle that remains in the Town of Chadbourn's name.
6. In exchange for the payments as above set forth, Klondyke-Chadbourn Volunteer Fire & Rescue, Inc., or its successor, does hereby agree to name as loss payees, as their interest may appear, the Town of Chadbourn and Klondyke-Chadbourn Volunteer Fire & Rescue, Inc., for the reasonable insurable value of all properties located at the headquarters of Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. or its successor organization.
7. All equipment which is presently on or assigned to the Town of Chadbourn's vehicles will remain with the Town's truck(s) and will be owned by the said Town, but can be used by K-CVFR, at any given time when needed during the term of this contract.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals, one of which is retained by each of the parties hereto, all duly authorized and passed respectively by the corporate action of the Town Council of the Town of Chadbourn, and by the Board of Directors of Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. the day and year first above written.

(END OF CONTRACT)

4. Appointment to the Planning and Zoning Board. Staff requested that Phillip Edwards be reappointed to the Town of Chadbourn's Planning Board for another three year term ending August 6, 2016.
5. Appointment to the Parks and Recreation Advisory Board. Staff Requested that reappoint Robert Brown and Shelia Chisholm be reappointed to the Town of Chadbourn Parks and Recreation Advisory Board for another three year term ending August 6, 2016.

After much discussion by Council, a motion was made by Councilmember Rashad Roberts to approve the Consent Agenda items 1 thru 5 listed above as one and APPROVE the Consent Agenda items. Councilmember Edwards seconded the motion. The motion carried with a vote of 3 – 1. Councilmember Edwin Roberts was a nay.

ACTION AGENDA

1. Approval and Award of the Asbestos Testing, Demolition and Clearance Contracts.
Presented by: Stevie Cox, Town Manager

Stevie Cox, Town Manager, stated that The Adams Company has requested to remove the Demolition and the Clearance Contracts at this time; but, is requesting Council's approval and the awarding of the Asbestos Testing Contract. The Asbestos Testing would determine the cost of Demolition and Clearance of the structures.

The Agenda Memo stated that The Adams Company had received two bids for the Asbestos Testing. (See below)

Precision Environmental, Inc.: \$795 for each Commercial (3 units), \$695 for each Residential (6 units)-Total Cost: \$6,555.00

Keenan Construction & Consulting, Inc.: \$700 for each Commercial (3 units), \$425 for each Residential (6 units)-Total Cost: \$4,650.00

Mr. Cox stated that he recommended that the Contract for Asbestos Testing be awarded to the lowest bidder, which is Keenan Construction, Inc., the estimated cost is four thousand, six hundred and forty dollars (\$4,640).

Councilmember Rashad Roberts made a motion to award the Asbestos Testing to Keenan Construction, Inc. The motion was seconded by Councilmember Honeycutt to award Keenan Construction, Inc., the Asbestos Testing contract. The motion carried with a vote of 4 - 0.

2. **Approval of the Drainage Improvement Engineering Contract.**
Presented by: Stevie Cox, Town Manager

Mr. Cox stated that Staff is requesting that the Town Council approve the Engineering/Inspection Service Contract with The Adams Company for Pine Street, 2nd and 3rd Avenue areas and the Kinlaw Drive area. The cost for the Engineering/Inspection Services is \$16,300, under Section D – Compensation For Services. (See Contract below)

AGREEMENT

FOR
ENGINEERING/INSPECTION SERVICES
BETWEEN
TOWN OF CHADBOURN
AND
The ADAMS COMPANY, Inc.

THIS AGREEMENT, made this 24 day of JULY, 2013 by and between the Board of Councilmen of Chadbourn for itself and its successors and assigns, hereinafter referred to as the OWNER, and The ADAMS COMPANY, Inc., North Carolina for itself and its successors and assigns, hereinafter referred to as the CONSULTANT:

WHEREAS, the OWNER has funds on hand for the proposed project; and

WHEREAS, the OWNER desires services of the CONSULTANT to provide engineering, inspection, and surveying; and

WHEREAS, the OWNER selected The ADAMS COMPANY, Inc. to provide engineering and inspection services in relation to this project.

NOW, THEREFORE, the OWNER and the CONSULTANT in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION A - PROGRAM DESCRIPTION

The proposed activities of the Project which are included in this Agreement are as follows:

- a. 1,150 LF of Drainage Piping and Inlets along Pine and 2nd Streets
- b. 1,180 LF of Drainage Improvements on Kinlaw Street

SECTION B - ENGINEERING/INSPECTION SERVICES

The CONSULTANT agrees to furnish for the above named major construction work, services as hereinafter enumerated:

1. Perform necessary investigation for the design of the project, perform topographic survey, (not to include right-of-way survey, utility site survey,

acquisition survey, severance survey, easement survey, and permit survey), prepare detailed plans, specifications and contract documents, apply for standard permits (DEM, DHS, DOT, sedimentation and Erosion) all in accordance with the intent of the project.

2. Attend and conduct bid openings, prepare and certify tabulation of bids, and make recommendations as to contract award.
3. Review and approve the Contractor's schedule of amounts for contract payment and certify partial payments to the Contractor.
4. Conduct monthly site visits to review progress and conformance of work with the contract documents, plans and specifications.
5. Provide copies of the detailed plans and specifications as required by prospective bidders (prospective bidders will be charged directly for plans and specifications) and not to exceed five (5) copies for execution and construction documents.
6. Construction stakeout is not included in this Agreement.
7. Provide periodic inspections for the purpose of inspecting the work as it proceeds. The performance of any Contractor is not guaranteed. Inspection services shall be provided for the contract period only, and any inspection beyond that period will be considered an additional service.
8. Be available for daily coordination with the OWNER'S resident inspector. This does not include daily site visits.
9. Additional services shall be as per the existing corporate rate schedule at the time of service. Additional services may be authorized by the Mayor and/or Town Manager. Additional services may include, but shall not be specifically limited to, the following:
 - a) Redesigns requested by the OWNER after final plans have been accepted by the OWNER, except redesigns to reduce the project cost to within the funds available.
 - b) Preparation for or appearances before courts or boards on matters of litigation or hearings related to the project.
 - c) All surveying and related services to include but not limited to:
 - 1) All property line and right of way recovery and/or survey.
 - 2) Right of way, utility site and other acquisition or severance surveys and coordination (coordination prior to preliminary acquisition notice).
 - 3) Construction stakeout.
 - d) Subsurface soil investigations, soil borings, special geological investigations; pile installation monitoring; hydraulic investigations; laboratory test; similar special investigation, testing and reports.
 - e) Special permits to include but not limited to:
 - 1) CAMA

- 2) Wet Lands
 - 3) Corps of Engineers
 - 4) NPDES
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- f) Environmental Impact Statement.
 - g) Inspection services beyond the original specified contract construction period.
 - h) Preparation of operation and maintenance manuals.
 - i) All respective services resulting from a change in activities by program amendment or other means.
10. This contract may be amended at any time to include any additional consulting services requested by the Town.
 11. The CONSULTANT shall report directly to the OWNER for administration of this agreement.

SECTION C - OWNER'S RESPONSIBILITIES

1. The OWNER shall furnish the CONSULTANT in a timely manner with copies of pertinent correspondence relating to the project.
2. The OWNER shall provide full information as to requirements for work performed by the CONSULTANT.
3. The OWNER shall give prompt consideration to recommendations and work submitted by the CONSULTANT.
4. The OWNER shall be responsible for all legal fees, real estate appraisal fees, newspaper advertisement fees, audit fees, permit fees, encroachment fees, register of deed fees, and other similar fees not directly associated with performance of the CONSULTANT responsibilities defined by this Agreement.
5. The OWNER will bear all costs incident to compliance with the requirements of this section.
6. The OWNER will give prompt notice to the CONSULTANT whenever OWNER observes or otherwise becomes aware of any defect in the project or changed circumstances.
7. The OWNER will guarantee access to and make provisions for the CONSULTANT to enter upon private property as required for the CONSULTANT to perform his services.
8. The OWNER will administer this agreement directly with the CONSULTANT.

SECTION D - COMPENSATION FOR SERVICES

1. The OWNER shall compensate the CONSULTANT for basic engineering and inspection services the lump sum of Sixteen thousand three hundred dollars (\$16,300.00). A sum equal to 80% of the total compensation shall be due upon completion of plans and specifications. A sum equal to 90% of the total compensation shall be paid immediately upon award of construction contracts. The remaining 10% shall be paid on a monthly basis utilizing the percentage of payments to the contractor. Amounts shall be invoiced monthly.
2. All payments due the CONSULTANT shall be paid in full on or before the tenth day of the month following the date of the bill.
3. In the event that additional construction beyond the scope of the proposed work is necessary or possible, an addendum to be agreed upon by the OWNER and CONSULTANT shall be executed establishing the amount of additional compensation.
4. Payment for any additional engineering, inspection, survey or other technical services shall be based on the existing corporate fee schedule at the time of service.

SECTION E - GENERAL CONDITIONS

1. Termination Provision - Legal Remedies Provision
The CONSULTANT and OWNER mutually agree as follows:
 - a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
 - b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided, that such termination is for good cause (such as for legal or financial reasons, major changes in the work of program requirements, initiation of a new Step) and that the CONSULTANT is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
 - c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONSULTANT default. If termination for default is

effected by the CONSULTANT or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONSULTANT for services rendered and expense incurred, prior to the termination, in addition to termination settlement cost reasonably incurred by the CONSULTANT, relating to commitments which had become firm prior to the termination.

- d) Upon receipt of a termination action pursuant to Paragraphs (a) or (b) above, the CONSULTANT shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

2. The OWNER and the CONSULTANT each binds themselves, their successors, legal representatives and assigns to the other party to the Agreement and to the successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the OWNER or the CONSULTANT shall assign or transfer his interest in this Agreement without written consent of the other.

THE OWNER AND THE CONSULTANT hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement - the date and year first above written.

END OF CONTRACT

Councilmember Rashad Roberts made a motion to approve the Drainage Improvement Engineering Contract with The Adams Company. The motion was seconded by Councilmember Honeycutt to approve the Drainage Improvement Engineering Contract with The Adams Company. The motion carried with a vote of 4 - 0.

3. **Approval of Proposed Local Referendum for Liquor By The Drink.**
Presented by: Stevie Cox, Town Manager

Mr. Cox stated that Staff is requesting that the Town Council approve the Proposed Local Referendum for Liquor By The Drink to be placed on the ballot on November 5, 2013. (Resolution for the Proposed Liquor By The Drink Referendum below)

Resolution for the Proposed Liquor By The Drink Referendum Ballot Vote on November 5, 2013

Whereas, the Chadbourn Town Council held a public hearing on August 6, 2013 to receive public comments on the Proposed Liquor By The Drink Referendum; and

Whereas, at the conclusion of the Public Hearing, the Chadbourn Town Council discussed and held a vote to place the Referendum on the November 5, 2013 ballot for a vote by the Citizens of the Town of Chadbourn; and

Therefore, the Chadbourn Town Council, the meeting in Regular Session, this the 6th day of August 2013, does resolve the following; and

That, the North Carolina General Statute 18B-600(e) does state that: "City Mixed Beverage Elections. – A city may also hold a mixed beverage election if the city has at least 500 registered voters. Provided, that if a city that qualifies for an election under this subsection approves the sale of mixed beverages, mixed beverages permittees in the city may purchase liquor from the ABC Store designated by the local ABC Board that has been approved by the Commission for this purpose;

That, North Carolina General Statute 18B-601(c) does state that: "How City Election Called. – A city alcoholic beverage election shall be conducted by the county board of elections or, in the case of a city authorized under Chapter 163 to conduct its own elections, by the city board of elections. When a city is eligible to hold an election under G.S. 18B-600, the board of elections shall hold the election upon receiving either (1) A written request for an election from the city governing body; or (2) A petition requesting an election signed by at least thirty-five percent (35%) of the voters registered in the city at the time the petition was initiated"; and

That, a motion was entered by Councilman Rashad Roberts, seconded by Councilman Phillip Honeycutt, unanimously approved that the matter of a mixed beverage referendum be conducted at the same time as the municipal election is conducted on November 5, 2013; and

That, pursuant to North Carolina General Statute 18B-602(h) states that the following language appear on the ballot of the mixed beverage election:

"Mixed Beverage Elections. – The ballot for a mixed beverage election shall state the proposition as follows: To permit the sale of mixed beverages in hotels, restaurants, private clubs, community theatres, and convention centers."

_ For
_ Against

NOW, THEREFORE, IT IS RESOLVED BY THE ADMINISTRATION OF THE TOWN OF CHADBOURN TO SUBMIT THIS RESOLUTION TO THE COLUMBUS COUNTY BOARD OF ELECTIONS AND TO COOPERATE FULLY WITH THAT AGENCY IN CONDUCTING THE NOVEMBER 2013 MUNICIPAL ELECTION:

Read, approved and adopted this the 6th day of August 2013.

After much discussion by Council, a motion was made by Councilmember Rashad Roberts to approve the Local Referendum for Liquor By The Drink. Councilmember Honeycutt seconded the motion to approve the Local Referendum for Liquor By The Drink. The motion carried with a vote of 4 - 0.

ADJOURNMENT

With no further business, Mayor Rector adjourned the meeting at 7:28 p.m.


Fax Rector, Mayor

Attest:


Patricia Garrell, Town Clerk