



**Nashville Town Council
Regular Meeting**

**Tuesday, June 2, 2020
7:00 PM**

**Nashville Town Council Chambers
114 W. Church Street, Nashville, NC 27856**

1. Call to Order by Mayor Brown
2. Prayer
3. Pledge of Allegiance
4. Public Comments Period
5. Public Hearing
 - a) Public Hearing to Receive Comments on the proposed Fiscal Year 2020-2021 Budget
6. Old Business
 - a) Z2020-01 Request to Rezone Property located at 0 Eastern Avenue from A-1 (Agricultural) Zoning District to O & I (Office and Institutional) Zoning District. The parcel contains approximately 4.12 acres and is identified as Nash County Tax Parcel Number 381120910025.
 - b) Z2020-02 Request to Rezone Property located at 0 S Eastpointe Avenue from B-1 (General Business) Zoning District to R-4 (Residential) Zoning District. This parcel contains approximately 9.36 acres and the parent parcel is identified as Nash County Tax Parcel 381006484519U.
7. New Business
 - a) Resolution 2020-14: Resolution Authorizing the Sale of Surplus Personal Property at Electronic Auction
 - b) Resolution 2020-15: Resolution of the Town Council of the Town of Nashville Allowing Commercial Water Customers to Submit a Secured Letter of Credit in Lieu of a Cash Deposit
 - c) Consideration of the Town of Nashville Coronavirus Relief Fund Plan
 - d) Consideration of the Police Department's Secondary Employment Policy and Authorization of a Contract with Extra Duty Solutions for Secondary Employment
 - e) Budget Amendments
 - i) Budget Amendment #28
8. Town Manager's Report
9. Council Comments
10. Mayor's Comments
11. Adjourn



TOWN OF NASHVILLE

P.O. Box 987
499 S. BARNES STREET
NASHVILLE, NC 27856
WWW.TOWNOFNASHVILLE.COM
(252) 459-4511

Town Council AGENDA REPORT

MEETING DATE: June 2, 2020

PREPARED BY: Samantha Sanchez, Finance Director

ISSUE CONSIDERED:

- i. Fiscal Year 2020-2021 Budget Ordinance
- ii. Fire Station II Capital Project Ordinance
- iii. Fiscal Year 2020-2021 Fee Schedule

SUMMARY OF ISSUE: The purpose of this meeting is to provide a public comment period for the Fiscal Year 2020-2021 Budget Ordinance, Fire Station II Capital Project Ordinance, and Fiscal Year 2020-2021 Fee Schedule. No recommendations or decisions will be made during this meeting. A meeting will be held on June 4th, 2020 for the adoption of these items.

STAFF RECOMMENDATION: None

ATTACHMENT(S):

- i. Fiscal Year 2020-2021 Budget Ordinance
- ii. Fire Station II Capital Project Ordinance
- iii. Fiscal Year 2020-2021 Fee Schedule

**REVIEWED BY
TOWN MANAGER:**



**TOWN OF NASHVILLE
FISCAL YEAR 2020-2021
BUDGET ORDINANCE**

WHEREAS, the Town Manager has presented to the Town Council of the Town of Nashville a proposed budget for fiscal year 2020-2021, and;

WHEREAS, the Town Council has conducted a Public Hearing on June 2, 2020 which was advertised on May 21, 2020 in the Nashville Graphic, a local newspaper with general circulation.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Nashville that the 2020-2021 Fiscal Year Budget is adopted with the revenues and appropriations by fund as stated in the summary of funds for fiscal year 2020-2021 showing estimated revenues and appropriations are subject to following:

Section 1

The tax rate will be set at \$0.58 per \$100.00 based on an assessed estimated evaluation of \$379,446,834 at a 97.19% prior year collection rate. The vehicle license tax is set at \$12.50 per registered vehicle. An additional tax rate of \$0.10 per \$100.00 of assessed evaluation is levied in the Municipal Service District. A tax rate of \$0.15 per \$100.00 of assessed evaluation is levied in the N.S. Gulley Rural Fire District.

Section 2

- i. The Budget Officer (Town Manager) is authorized to transfer monies from an appropriation to another within the same department. Any such transaction shall be reported to the Town Council at its regular meeting and shall be recorded in the minutes.
- ii. The Budget Officer (Town Manager) is authorized to transfer amounts up to \$5,000 between departments of the same fund upon finding they are consistent with operational needs. Any such transaction shall be reported to the Town Council at its regular meeting and shall be recorded in the minutes.
- iii. Any transfer over \$5,000 between departments or across funds shall be submitted to the Town Council for approval prior to the transfer.
- iv. No revenues may be increased and no funds may be moved from the Contingency account without formal approval from the Town Council prior to the action.

The Budget Document is accepted, made part of this Ordinance, and is on file in the Office of the Town Clerk of the Town of Nashville.

TOWN OF NASHVILLE

Section 3

GENERAL FUND SUMMARY 2020-2021

Estimated Revenue	\$7,177,242.00
Appropriated Fund Balance	\$73,537.00
Total Estimated Revenues	\$7,250,779.00
Governing Body	\$37,250.00
Administration	\$283,305.00
Human Resources	\$164,505.00
Finance & Tax	\$286,705.00
Planning and Development	\$272,860.00
Public Buildings & Grounds	\$207,045.00
Fleet Maintenance	\$82,405.00
Police	\$1,631,250.00
Fire	\$1,345,175.00
Streets	\$297,880.00
Powell Bill	\$200,000.00
Sanitation	\$1,039,925.00
Stormwater	\$110,446.00
Parks, Recreation, and Cultural Resources	\$151,450.00
Library	\$303,895.00
Cemetery	\$137,205.00
Non-Departmental	\$78,424.00
Transfers/Pass-Throughs	\$538,404.00
Debt Service	\$82,650.00
Total Appropriations	\$7,250,779.00

MUNICIPAL SERVICE DISTRICT FUND SUMMARY 2020-2021

Estimated Revenue	\$39,000.00
Appropriations	\$39,000.00

ENTERPRISE FUND SUMMARY 2020-2021

Estimated Revenue	\$4,319,000.00
Appropriated Fund Balance	\$19,238.00
Estimated Revenue	\$4,338,238.00
Water & Sewer Non-Departmental	\$230,207.00
Water & Sewer Administration	\$262,815.00
Water Operations	\$1,182,290.00
Sewer Operations	\$2,304,940.00
Transfers/Pass-Throughs	\$310,000.00
Debt Service	\$47,986.00

Total Appropriations \$4,338,238.00

TOWN OF NASHVILLE

CAPITAL RESERVE FUND – GENERAL FUND SUMMARY 2020-2021

Estimated Revenue \$459,554.00

Total Appropriations \$459,554.00

CAPITAL RESERVE FUND – ENTERPRISE FUND SUMMARY 2020-2021

Estimated Revenue \$312,000.00

Total Appropriations \$312,000.00

CAPITAL PROJECT FUND — FIRE STATION II SUMMARY 2020-2021

Estimated Revenue \$100,000.00

Total Appropriations \$100,000.00

GRAND TOTAL ALL FUNDS 2020-2021

General Fund	\$ 7,250,779.00
Municipal Service District	\$ 39,000.00
Enterprise Fund	\$ 4,338,238.00
Capital Reserve Fund – General	\$ 459,554.00
Capital Reserve Fund – Enterprise	\$ 312,000.00
Capital Project Fund – Fire Station II	\$ 100,000.00
Grand Total of All Funds	\$12,499,571.00

Adopted this _____ day of _____.

Brenda B. Brown, Mayor

ATTEST:

Jontesca Silver, Town Clerk

Town of Nashville

BRENDA BROWN
MAYOR

RANDY LANSING
TOWN MANAGER



TOWN COUNCIL
KATE C. BURNS
LOUISE W. HINTON
LARRY D. TAYLOR
LYNNE HOBBS

Capital Project Ordinance (Fire Station II)

BE IT Ordained by the Governing Board of the Town of Nashville, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statute of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1: The project authorized is for the construction of a second fire station.

Section 2: The officers of the Town of Nashville are hereby directed to proceed with the Capital Project within the terms of the adopted resolutions and the budget combined herein.

Section 3: The following amounts are appropriated for the Project:

Project Construction:	\$1,300,000.00
Land Purchase, Permitting, and Professional Services:	\$100,000.00
Total	<u>\$1,400,000.00</u>

Section 4: The following revenues are anticipated to be available to complete this Project:

N S Gulley Fire Tax Revenue:	\$100,00.00
Installment Loan Proceeds:	\$1,300,000.00
Total	<u>\$1,400,000.00</u>

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records.

Section 6: Funds may be advanced from the General Fund as necessary for the purpose of making payments due.

Section 7: The Finance Officer is directed to report, on a quarterly basis, the financial status of the Project.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board for the duration of the Project.

Section 9: Copies of this Capital Project Ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and to the Finance Director for direction in carrying out this Project.

Town of Nashville

Adopted this _____ day of _____, 2020.

Brenda B. Brown, Mayor—Town of Nashville

ATTEST: _____
Jontesca Silver—Town Clerk

Town of Nashville

BRENDA BROWN
MAYOR

RANDY LANSING
TOWN MANAGER



TOWN COUNCIL
KATE C. BURNS
LOUISE W. HINTON
LARRY D. TAYLOR
LYNNE HOBBS

Town of Nashville

Fee Schedule – Fiscal Year 2020-2021

PUBLIC UTILITIES – WATER & SEWER FEES

Description	Current Fee
Utility Application Fee:	\$45.00
Utility Deposit:	\$100.00
Utility Deposit Without Social Security Number:	\$150.00
Water Connection Fees:	
(¾" to 2" lines)	\$1,000.00 + Meter Cost \$1,000.00 + Meter Cost
(Greater than 2" line)	\$1,500.00 + Meter Cost \$1,500.00 + Meter Cost
Meter Costs:	
5/8" Water Meter	\$205.00
1" Water Meter	\$305.00
1½" Water Meter	\$570.00
2" Water Meter	\$680.00
2" Compound Meter	\$2,009.00
4" Water Meter	\$3,100.00
6" Water Meter	\$5,070.00
Irrigation Connection:	\$550.00 w/Meter

Town of Nashville

Water Reconnection Fee:	\$30.00
Nonpayment Fee:	\$50.00
Late Payment Fee:	5% of Bill
Sewer Connection Fees:	
(4" line)	\$1,000.00
(Greater than 4" line)	\$1,500.00

PUBLIC UTILITIES – WATER & SEWER RATES

Type	Meter Size	Fee
In-Town Water Base Fee:	5/8" Meter	\$13.61/mo. Includes 1st 1,000 Gallons
	1" Meter	\$14.44/mo. Includes 1st 1,000 Gallons
	1½" Meter	\$16.24/mo. Includes 1st 1,000 Gallons
	2" Meter	\$17.15/mo. Includes 1st 1,000 Gallons
	2" Compound	\$28.64/mo. Includes 1st 1,000 Gallons
	4" Meter	\$37.32/mo. Includes 1st 1,000 Gallons
	6" Meter	\$53.74/mo. Includes 1st 1,000 Gallons
In-Town Water Rate:	All Meter Sizes	\$4.18/1,000 Gallons
Out-of-Town Water Base Fee:	5/8" Meter	\$24.64/mo. Includes 1st 1,000 Gallons
	1" Meter	\$25.47/mo. Includes 1st 1,000 Gallons
	1½" Meter	\$27.27/mo. Includes 1st 1,000 Gallons
	2" Meter	\$28.18/mo. Includes 1st 1,000 Gallons
	2" Compound	\$39.67/mo. Includes 1st 1,000 Gallons
	4" Meter	\$48.35/mo. Includes 1st 1,000 Gallons
	6" Meter	\$64.77/mo. Includes 1st 1,000 Gallons
Out-of-Town Water Rate:	All Meter Sizes	\$8.52 per 1,000 Gallons
Bulk Water & Irrigation Rate:	All Meter Sizes	\$5.90 per 1,000 Gallons
In-Town Sewer Base Fee:	All Meter Sizes	\$13.91/mo. Includes 1st 1,000 Gallons
In-Town Sewer Rate:	All Meter Sizes	\$9.53 per 1,000 Gallons
Out-of-Town Sewer Base Fee:	All Meter Sizes	\$28.33/mo. Includes 1st 1,000 Gallons

Town of Nashville

Out-of-Town Sewer Rate: All Meter Sizes \$19.41 per 1,000 Gallons

Sewer without Water:

In-Town Flat Rate: \$69.62/mo.

Out-of-Town Flat Rate: \$141.77/mo.

PUBLIC WORKS – CEMETERY

Type	Description	Fee
Grave Site:	Single	\$735.00
	Two	\$1,417.00
	Four	\$2,730.00
	Eight	\$5,250.00

Opening/Closing Fees for Interment by Coffin:

Operating Hours - Resident	\$575.00
Operating Hours – Non-Resident	\$700.00
Non-Operating Hours – Resident	\$650.00
Non-Operating Hours – Non-Resident	\$800.00
Holiday Weekends - Residents	\$700.00
Holiday Weekends - Non-Resident	\$950.00
Holidays	Not Available

Opening/Closing Fees for Interment by Cremation:

Operating Hours - Resident	\$350.00
Operating Hours – Non-Resident	\$425.00
Non-Operating Hours – Resident	\$400.00
Non-Operating Hours – Non-Resident	\$450.00
Holiday Weekends - Residents	\$475.00
Holiday Weekends - Non-Resident	\$500.00
Holidays	Not Available

Annual Upkeep: \$30.00/year or \$150.00 one-time fee

Stone Setting/Moving Fee: \$25.00

Town of Nashville

Deed Recording:	Nash County Rate
Perpetual Care/Grave Site:	\$314.00

PUBLIC WORKS – SANITATION & RECYCLING FEES

Description	Current Fee
Sanitation Monthly Fee:	\$18.78
Recycling Monthly Fee:	\$5.35
Bulk/White Good Pick-Up:	
First Item:	\$15.00
Each Additional Item:	\$8.00
Appliances:	\$10.00 per appliance
Yard Trash/Flat Bed Load:	\$100 per load
Each Additional Roll Out Cart:	\$6.80
Code Enforcement Cleanup Work:	\$75.00/hour (one hour minimum)

PUBLIC WORKS – STORMWATER FEES

Description	Fee
Residential:	\$2.50 per month/flat rate
Non-Residential:	\$2.50 per month per ERU*

*Each Equivalent Residential Unit equals 2,500 square feet.

ADMINISTRATION

Description	Fee
Copies:	\$0.10 per page
Street Event Permit:	\$125.00
Returned Check Fee:	\$25.00

POLICE DEPARTMENT

Town of Nashville

Description	Fee
Police Report Copy:	\$5.00
Parking Violations:	\$25.00
Handicap Parking Violation:	\$250.00
Parking in a Fire Lane:	\$50.00
Parking within 15' of a Fire Hydrant:	\$50.00
Peddler's Permit:	\$50.00
Littering:	\$100.00
Fingerprinting*:	\$15.00

*Free for officers and children; \$15.00 for up to two cards, \$5.00 for each additional card.

LIBRARY

Description	Fee
Lost Library Card:	\$5.00
Lost Purchased Book:	Replacement Cost
Lost Donated Book:	\$5.00
Incoming/Outgoing Fax:	\$1.00 per page
Overdue Book:	\$0.25 per day per book / \$50.00 maximum
Lost Videogame:	Replacement Cost
Overdue Videogame:	\$1.00 per day per videogame / \$50.00 maximum
Copies and Scans:	
Black & White:	\$0.25 per page
Color:	\$0.75 per page

FIRE DEPARTMENT

Description	Fee
Fire Report Copy:	\$5.00

Town of Nashville

PLANNING DEPARTMENT

Description	Current Fee
Zoning (Requires Public Hearing):	
Zoning Certificate	\$40.00
Rezoning	\$200.00
Text Amendment	\$200.00
Zoning Certification Letter	\$40.00
Special Use Permit	\$200.00
Subdivisions:	
Major Preliminary (more than 5 lots; no improvements)	\$50 flat fee & \$5 per lot
Major Preliminary (more than 5 lots; w/ improvements)	\$100 flat fee & \$5 per lot
Major Final Plat Review	\$100.00
Minor (5 or less lots; no improvements)	\$25 flat fee & \$5 per lot
Text Change (Ordinance Revision)	\$200.00
Site Development Plans Residential and Commercial:	\$150.00
Board of Adjustment:	
Variance	\$200.00
Appeal/Interpretation	\$200.00
Annexation:	
Voluntary	\$ 200.00
Involuntary	\$0
Signs:	
Free Standing Sign	\$75.00
Flush Mounted Sign	\$50.00
Temporary Sign/Banner	\$35.00
Yard Sale:	
First Permit in 12 Month Period	\$5.00
Next Permit in 12 Month Period	\$10.00
Permit to Develop in a Flood Hazard Area:	\$ 50.00

Town of Nashville

Flood Zone Certifications: \$40.00
Copy of Development Ordinance/Land Use Plan: \$ 20.00

PARKS, RECREATION, AND CULTURAL RESOURCES DEPARTMENT

Description	Fee
Adult Athletics:	
Resident Fee	FREE all sports.
Non-Resident Fee	\$10.00 all sports.
Summer Camps:	
Resident	\$15.00/day
Non-Resident	\$25.00/day

Adopted this _____ day of _____, 2020.

Brenda B. Brown, Mayor—Town of Nashville

ATTEST: _____

Jontesca Silver—Town Clerk



TOWN OF NASHVILLE

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Town Council AGENDA REPORT

MEETING DATE:	May 28, 2020
PREPARED BY:	Tina M. Price CZO Planner I/Code Enforcement Officer
ISSUE CONSIDERED:	Z 2020-01
SUMMARY OF ISSUE:	Request to rezone property located at 0 Eastern Avenue from A-1 (Agricultural) Zoning District to O&I (Office and Institutional) Zoning District. This parcel contains approximately 4.12 acres and identified by Nash County Tax Parcel Number 3811 20 91 0025.
STAFF RECOMMENDATION:	This is a public hearing to receive information on the rezoning request.
ATTACHMENT(S):	<ol style="list-style-type: none">1. Application2. Survey Map3. Tax Map4. Site Map5. Zoning Map6. Consistency Statement
REVIEWED BY TOWN MANAGER:	



**APPLICATION FOR REZONING
TOWN OF NASHVILLE, NORTH CAROLINA**

Date submitted: 3/4/2020 Case #: Z 2020-01
 (to be completed by Town staff) (to be assigned by Town staff)

I, the undersigned, do hereby make application to change the Official Zoning Map/Atlas of the Town of Nashville as herein requested.

- A general description of the area requested to be rezoned is as follows:
4.12 acres carved out of a larger parcel situated to the north side of Eastern Avenue, about 1/2 mile past Walmart and a 1/4 mile before the John Deere dealership. It is currently used as agricultural land and is located opposite the Trinity Self-Storage facility. (See attached Site Map)

The address of the property is TBD. The property is identified by the following map, block, and parcel number See attached Tax Map (GIS) of the Nash County property ownership map (tax records). The size of the area requested for rezoning contains approximately 4.12 acres. A map of the property/area along with a legal description of the property/area boundaries is attached to this application.

- It is desired and requested that the foregoing property/area be rezoned from A1 (Agricultural) district to O1 (Office - Institutional) district for the following reason or purpose: Development of a 3-story L-shaped residential building with 55 units (18 1-BR, 24 2-BR and 13 3-BR).
- The following are all individuals, firms, or corporations owning property within 100' of the property/area sought to be rezoned. Attach an additional sheet if needed.

<u>Tax Id # (Parcel)</u>	<u>Name</u>	<u>Mailing Address</u>
See attached		

I certify that all information furnished in this application is accurate to the best of my knowledge.

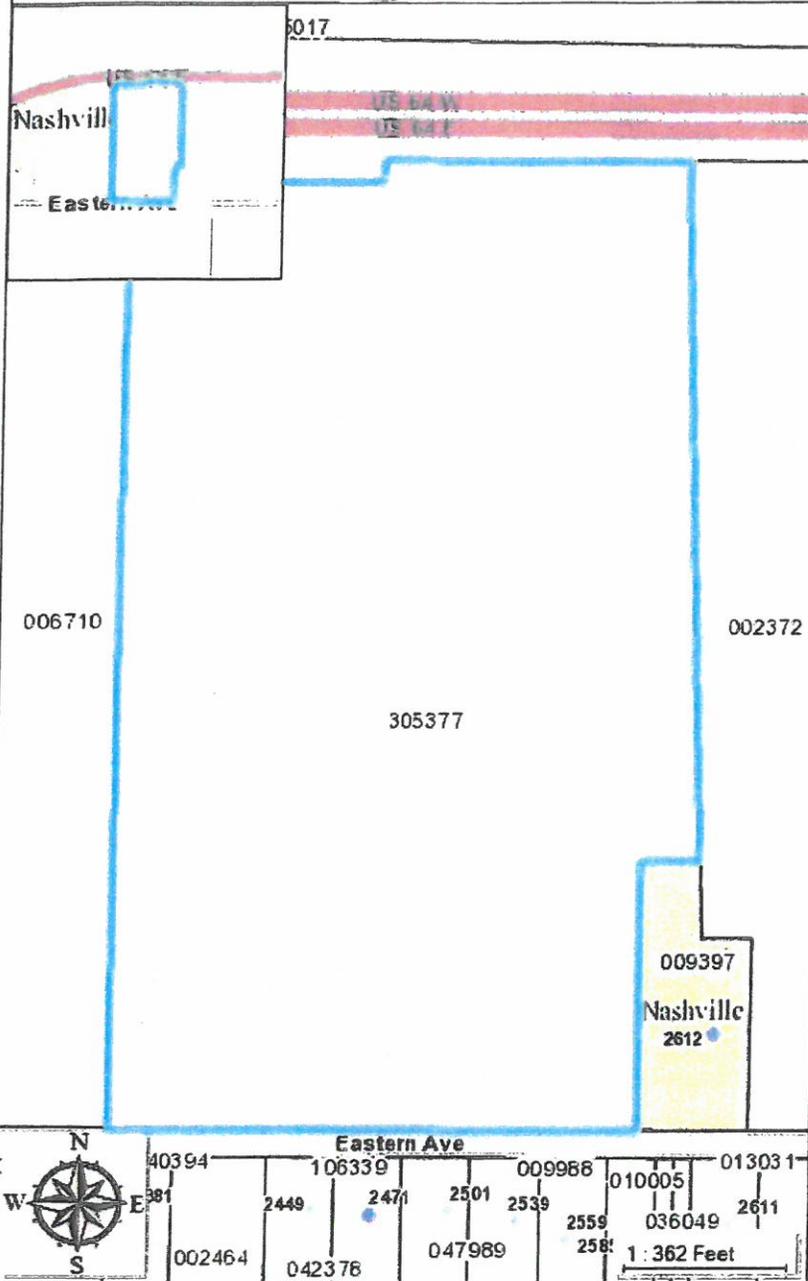
APPLICANT (printed name): Woda Cooper Development, Inc., Denis Blackburne, Senior VP

Signature of applicant: *Denis Blackburne*

Mailing Address: 127 Abercorn Street, Suite 402, Savannah, GA 31401

Phone number(s): (912) 224-2169

Signature of owner: *3MR Limited Partnership By: David L. Rose*



- Address Points
 - Active Other
 - Active Sites
 - Active Unlabeled
- City Limits
- Community / Crossroads
- Exit / Mile Markers
 - Exit
 - Half Mile Marker
 - Mile Marker
 - Rest Area
 - Weigh Station
- Nash County Boundary
- N.C. Counties
- Parcels
- Lease Records
- Road Shields
 - < all other values >
 - 231 < Null >
 - 264 < Null >
 - 264 Alt
 - 301 < Null >
 - 33 < Null >
 - 4 < Null >
 - 43 < Null >
 - 48 < Null >
 - 56 < Null >
 - 561 < Null >
 - 56 < Null >
 - 501 < Null >
 - 64 < Null >
 - 64 Alt
 - 95 < Null >
 - 97 < Null >
 - 98 < Null >
- Roads
 - < all other values >
 - 1-95 US 264B / US 421
 - N.C. BUS High
 - US 301 / NC 264 / US 421
 - At-Rail Railroad

OBJECTID 35217	PARID 305377	PIN 381120910025U
Neighborhood# 280	Route# 38112009007	Owner Code 108808
Owner THREE MR LTD PARTNERSHIP	Owner 2	In Care Of
Mailing Address 2687 OLD BAILEY HWY	Mailing Address 2	Mailing City/State/Zip NASHVILLE NC 27856
Physical Address	Descriptive Location EASTERN AVE	Land Taxed By A-Acreage
Deeded Acres 61.19	GIS Acres 60.63	Tax District NC34
Township Nashville	Tax City County	Tax Fire District NS Gulley
Deed Book 0	Deed Page 0	Sale Date 2/3/2015 12:00:00 AM
Sale Validity Code 3-\$6 > in Excise Stamps	Sale Price 0	Plat Book
Plat Page	Subdivision Lot#	Subdivision Name
Phase/Section	Property Type A-Agricultural	Land Value 336910
Residential Building Value 0	Commercial Building Value 0	OEY Value 0
Total Building Value 0	Appraised Value 336910	Deferred Value 291300
Assessed Value 45610	Exempt Value 0	Taxable Value 45610
Assessment Year 2020	Present Use Code U	Dog Fee
Solid Waste Fee	Recycle Fee	Exempt Status
Building Type 0	Residential Year Built	Residential Effective Year
Residential Remodel Year	Residential Attic	Residential Basement
Residential Total Rooms	Residential Bedrooms	Residential Full Bathrooms
Residential Half Bathrooms	Residential Heating	Residential Heating Fuel Type
Residential System	Residential Story Height	Residential Heated Sq. Ft.
Residential Structure Style	Residential Structure Type	Commercial Year Built
Commercial Sq. Ft.	Commercial Structure	Total Cards 2
Legal 1 J8 89 90 91, 61.19 AC, 1 2 3 M T STRICKLAND	Legal 2 2281-84	Legal 3 AC, 1 2 3 M T STRICKLAND
	Mapping Notes	GIS Notes
Land Width	Land Depth	Land Width2
Land Depth2	CAMA Updated On 1/17/2020 12:00:00 AM	

ConnectGIS has been prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this system are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained in this system. Nash County, Withers & Ravel, ConnectGIS and other mapping companies assume no legal responsibility for the information contained in this system. Grid data is based on the North Carolina state plane coordinate system, 1983 North American Datum (NC NAD83).

PARID: 305377

TAX DISTRICT: NC34

CITYNAME: County

TOWNSHIP: Nashville

FIRE DISTRICT: NS Gulley

THREE MR LTD PARTNERSHIP

Parcel

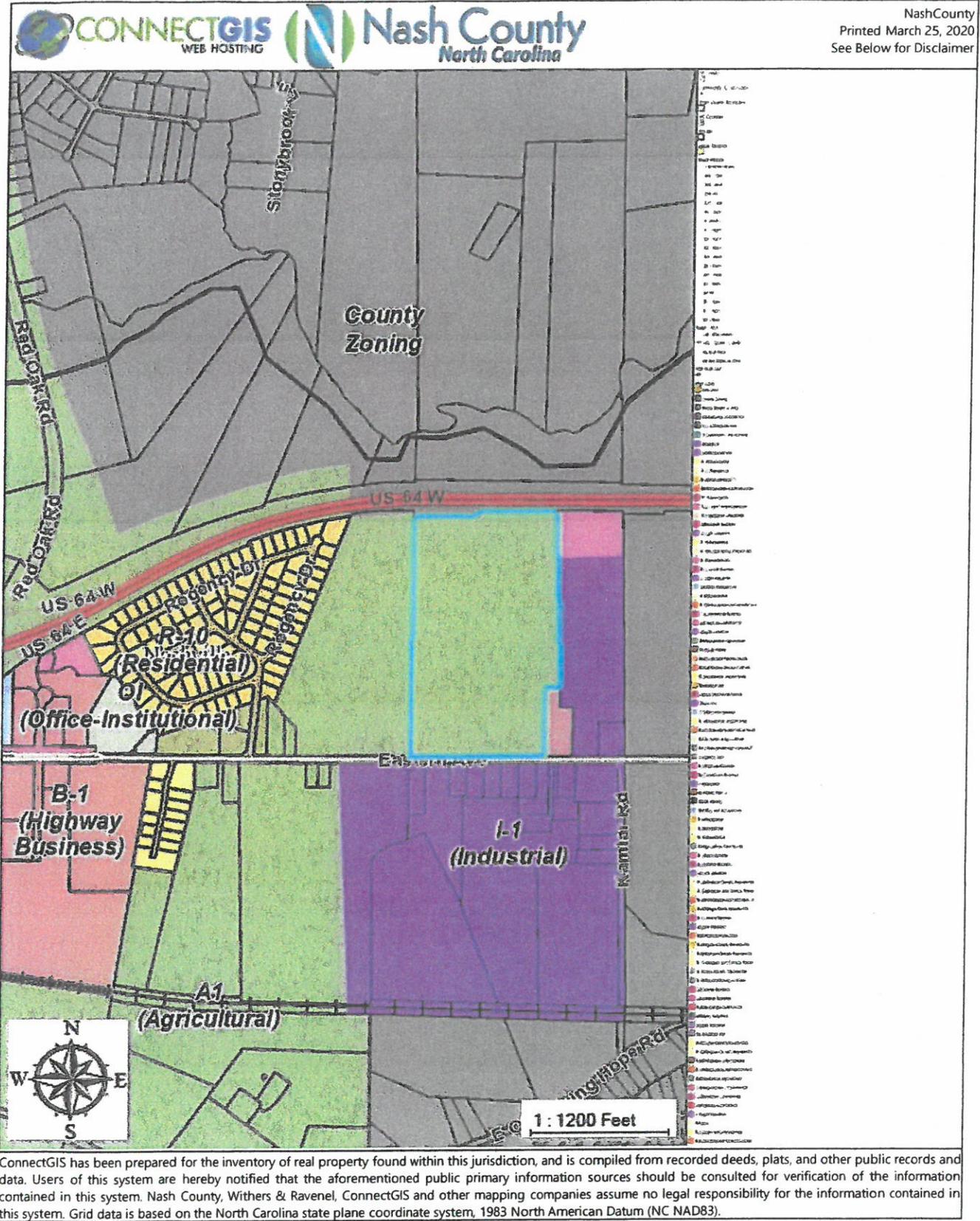
PIN	381120910025U
Physical Address	
Unit	
City	
Zip Code	-
Descriptive Location	EASTERN AVE
Neighborhood	280
Class	A-A
Land Use Code	0-0
Acres	61.19
Land Type	A-ACREAGE
Frontage Width and Depth	--
Street1/Street2	-/-
Topo1/Topo2/Topo3	--
Util1/Util2/Util3	-/-
Restrict1/Restrict2/Restrict3	-/-

Legal

Legal Description	J8 89 90 91, 61.19 AC, 1 2 3 M T STRICKLAND 2281-84 AC, 1 2 3 M T STRICKLAND
Sub Name	
Lot No.	
Block	
Phase #	
Plat Book	
Plat Page	
Deed Book/Page	0 / 0

Owner Details

Owner 1	THREE MR LTD PARTNERSHIP
Owner 2	
In Care Of	
Mailing Address	2687 OLD BAILEY HWY
City/State/Zip	NASHVILLE/NC/27856
# of Dogs	
Solid Waste Fee	



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Town of Nashville

BRENDA BROWN
MAYOR

RANDY LANSING
TOWN MANAGER



TOWN COUNCIL
LOUISE W. HINTON
KATE C. BURNS
LYNNE HOBBS
LARRY D. TAYLOR

*Prior to adopting or rejecting any zoning amendment, the governing board shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest. The planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the governing board that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing board.
(NCGS 160A-383)*

REZONING MAP AMENDMENT: Z-2020-01

Applicant: Woda Cooper Development, Inc., Dennis Blackburne
Owner: 3 MR Limited Partnership, David Rose
Owner's Address: 2687 Old Bailey Hwy
Nashville, NC 27856

Tax Map and Parcel(s): 3811.20-91-0025U
Parcel Size: +/- 4.120 acres
Location Address: Eastern Ave.

REQUEST:

Request to rezone the parcel above from A-1 (Agricultural District) to O-1 (Office & Institutional District).

STATEMENT OF CONSISTENCY & RECOMMENDATION:

At their meeting on May 28, 2020 the Planning Board voted to recommend **approval** of the proposed rezoning map amendment and stated, "*the Planning Board finds and determines that case number Z-2020-01 is consistent with the Town of Nashville Land Use Plan because this property is designated for future commercial growth, therefore the amendment is reasonable and in the public interest because it fits into the character of the area.*"

Motion to approve by: Shirley House
Seconded by: Betty Lowe

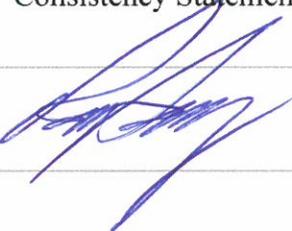
Vote: Unanimous to recommend approve of the rezoning map



TOWN OF NASHVILLE

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Town Council AGENDA REPORT

MEETING DATE:	May 28, 2020
PREPARED BY:	Tina M. Price, CZO Planner I/Code Enforcement Officer
ISSUE CONSIDERED:	Z 2020-02
SUMMARY OF ISSUE:	Request to rezone property located at 0 S Eastpointe Avenue from B-1 (Business) Zoning District to R-4 (Residential) Zoning District. This parcel contains approximately 9.36 acres and the parent parcel identified by Nash County Tax Parcel Number 3810 06 48 4519U.
STAFF RECOMMENDATION:	This is a public hearing to receive information on the rezoning request.
ATTACHMENT(S):	<ol style="list-style-type: none">1. Application2. Survey Map3. Tax Map4. Site Map5. Zoning Map6. Consistency Statement
REVIEWED BY TOWN MANAGER:	



**APPLICATION FOR REZONING
TOWN OF NASHVILLE, NORTH CAROLINA**

Date submitted: 4-14-20 Case #: 2010-02
 (to be completed by Town staff) (to be assigned by Town staff)

I, the undersigned, do hereby make application to change the Official Zoning Map/Atlas of the Town of Nashville as herein requested.

1. A general description of the area requested to be rezoned is as follows:
New subdivided lot # 3 of parcel ID 303000 at the South end of S Eastpoint Ave.

The address of the property is South Eastpoint Avenue. The property is identified by the following map, block, and parcel number 381006484519U of the Nash County property ownership map (tax records). The size of the area requested for rezoning contains approximately 9.36 acres. A map of the property/area along with a legal description of the property/area boundaries is attached to this application.

2. It is desired and requested that the foregoing property/area be rezoned from B-1 (Highway Business) district to R-4 (Residential) district for the following reason or purpose: Construction of a residential subdivision consisting of single family homes.

3. The following are all individuals, firms, or corporations owning property within 100' of the property/area sought to be rezoned. Attach an additional sheet if needed.

<u>Tax Id # (Parcel)</u>	<u>Name</u>	<u>Mailing Address</u>
<u>(Attached)</u>		

I certify that all information furnished in this application is accurate to the best of my knowledge.

APPLICANT (printed name): DAVID ROSE

Signature of applicant: David Rose

Mailing Address: 2687 OLD BAILEY HWY
NASHVILLE, NC 27856

Phone number(s): 252-205-9799

PARID	PIN	Owner	Mailing Address	Mailing City/State/Zip
302999	381006496284	BOICE WILLIS LLC	PO BOX 7200	ROCKY MOUNT NC 27804-
005065	381006491543	WHLR-NASHVILLE COMMONS LLC	2529 VIRGINIA BEACH BLVD	VIRGINIA BEACH VA 23452
103773	381006590215	THREE MR LTD PTSH ET AL	2687 OLD BAILEY HWY	NASHVILLE NC 27856
310639	381006382900U	SAPONY CREEK PROPERTIES LLC	PO BOX 12294	RALEIGH NC 27605

LEGAL DESCRIPTION:
NEW LOT 3
ON MAP ENTITLED
MINOR SUBDIVISION FOR
FOUR SEASONS CONTRACTORS
PHASE BOUNDARY MAP

BEGINNING AT A NCGS STATION MONUMENT "ARMORY" WITH THE FOLLOWING COORDINATES, N=810439.97 SFT., E=2312457.96 SFT. THENCE SOUTH 63 DEGREES 58 MINUTES 41 SECONDS EAST 2,318.53 FEET TO AN IRON PIPE FOUND, SAID IRON PIPE IS THE NORTH WEST CORNER OF THE BOICE WILLIS LLC PROPERTY RECORDED IN DEED BOOK 2650 PAGE 825 NASH COUNTY REGISTER OF DEEDS, THENCE SOUTH 00 DEGREES 27 MINUTES 45 SECONDS WEST 150.18 FEET TO A IRON PIPE FOUND THE TRUE PLACE AND POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 31 MINUTES 00 SECONDS WEST 203.77 FEET TO AN IRON PIPE, THENCE SOUTH 89 DEGREES 28 MINUTES 25 SECONDS EAST 291.21 FEET TO AN IRON PIPE SET, THENCE SOUTH 89 DEGREES 28 MINUTES 25 SECONDS EAST 65.00 FEET TO AN IRON PIPE SET, THENCE SOUTH 02 DEGREES 02 MINUTES 36 SECONDS WEST 99.80 FEET TO AN IRON STAKE SET, THENCE NORTH 86 DEGREES 49 MINUTES 56 SECONDS WEST 65.00 FEET TO AN IRON STAKE SET, THENCE AN ARC WITH THE FOLLOWING DATA; ARC LENGTH 37.96 FEET, RADIUS 35.00 FEET, AND A CHORD BEARING OF NORTH 27 DEGREES 54 MINUTES 24 SECONDS WEST 36.13 FEET TO AN IRON STAKE SET, THENCE NORTH 89 DEGREES 28 MINUTES 25 SECONDS WEST 294.66 FEET TO AN IRON STAKE SET, THENCE 09 DEGREES 25 MINUTES 29 SECONDS WEST 178.94 FEET TO AN IRON STAKE SET, THENCE NORTH 36 DEGREES 57 MINUTES 14 SECONDS WEST 118.06 FEET TO AN IRON STAKE SET, THENCE NORTH 61 DEGREES 38 MINUTES 15 SECONDS WEST 109.62 FEET TO AN IRON STAKE SET, THENCE NORTH 89 DEGREES 29 MINUTES 04 SECONDS WEST 427.51 FEET TO AN IRON STAKE SET, THENCE SOUTH 16 DEGREES 53 MINUTES 40 SECONDS WEST 211.81 FEET TO AN IRON STAKE SET, THENCE SOUTH 15 DEGREES 22 MINUTES 52 SECONDS WEST 22.66 FEET TO AN IRON STAKE SET, THENCE SOUTH 40 DEGREES 47 MINUTES 23 SECONDS WEST 96.30 FEET TO AN IRON STAKE SET, THENCE SOUTH 79 DEGREES 43 MINUTES 56 SECONDS WEST 120.21 FEET TO AN IRON STAKE SET, THENCE NORTH 61 DEGREES 19 MINUTES 31 SECONDS WEST 120.21 FEET TO AN IRON STAKE SET, THENCE NORTH 22 DEGREES 22 MINUTES 59 SECONDS WEST 145.29 FEET TO AN IRON STAKE SET, THENCE NORTH 27 DEGREES 37 MINUTES 43 SECONDS EAST 484.39 FEET TO AN IRON PIPE FOUND, THENCE SOUTH 89 DEGREES 29 MINUTES 02 SECONDS EAST 834.85 FEET TO THE PLACE AND POINT OF BEGINNING. AS SHOWN ON A MAP ENTITLED MINOR SUBDIVISION FOR FOUR SEASONS CONTRACTORS PHASE BOUNDARY MAP DATED 4-14-2020



- LINE TYPE LEGEND**
- PROPERTY LINE (P.A.)
 - RIGHT OF WAY (R/W)
 - CENTERLINE (C.A.)
 - OVERHEAD UTILITY LINE (OH)
 - ADJOINING PROPERTY LINE
 - MINIMUM BUILDING LINE (MBL)
 - EDGE OF PAVEMENT (EOP)
 - ACCESS EASEMENT
 - WOODLINE
 - BOUNDARY RAIL
 - UNDERGROUND GAS

I, TED S. HOPKINS CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED RECORDATION RECORDED IN BOOK 7256 PAGE 233) THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK 2233 PAGE 27 THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 42-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 14 DAY OF 2008 AD 10:30

NCCS STATION
ANIMONY
N=810438 97.5 FT.
E=2312457 88.5 FT

SITE DATA
PN # 381008484519U
PARC: 303000



- SYMBOL LEGEND**
- IRON STAKE SET (TYPICAL WHERE SHOWN)
 - IRON STAKE FOUND (ISF)
 - PK NAIL SET (PNS)
 - PK NAIL FOUND (PNF)
 - COMPUTED POINT (CP)
 - EXISTING WELL
 - UTILITY PEDESTAL (PED)
 - UTILITY POLE (UP)
 - CURB & GUTTER (C&G)
 - BACK OF CURB
 - FIRE HYDRANT
 - GATE VALVE
 - DROP INLET
 - METLAND AREA

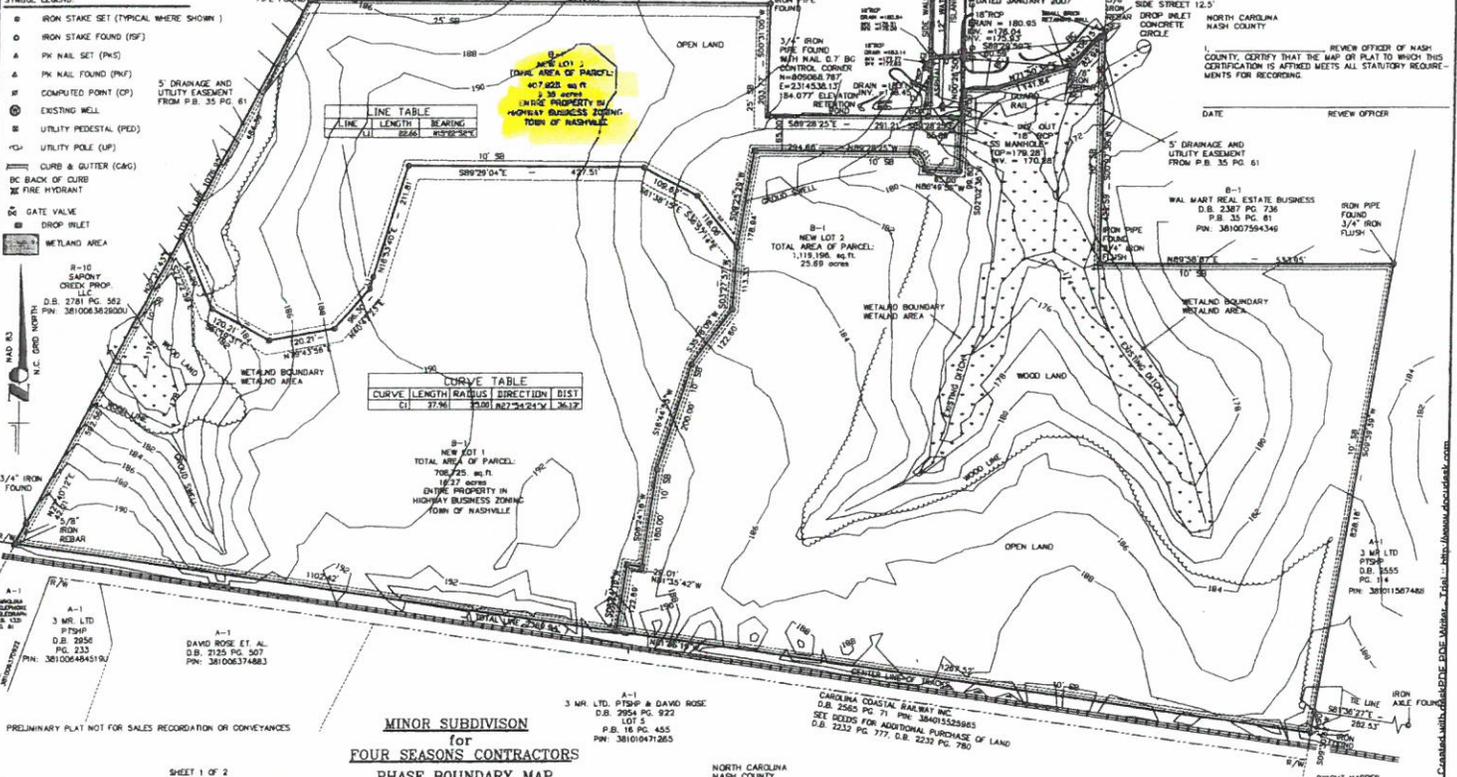
TED S. HOPKINS, PROFESSIONAL LAND SURVEYOR No. L-3676
I, TED S. HOPKINS, PROFESSIONAL LAND SURVEYOR No. L-3676 CERTIFY THAT THIS PLAT IS A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WHLR NASHVILLE COMMONS LLC
D.B. 2780 PG. 22
P.B. 38 PG. 213
B-1 ZONE
BOJCE WILLIS LLC
D.B. 2830 PG. 825
P.B. 37 PG. 68
PN: 3810064816401543

B-1 EMPLOYERS CREDIT UNION
D.B. 2141 PG. 445
P.B. 32 PG. 279
TAX PARCEL
3810 0848 6610

PLEASE NOTE RIGHT OF WAY PHYSICAL ADDRESS VARIES AND IS 80' AT THE BEHIND 102 S. EASTFRONTE AVE. TOP OF THE ROAD
OWNER / DEVELOPER: FOUR SEASONS CONTRACTORS BEHIND 102 S. EASTFRONTE AVE. NASHVILLE, N.C. 27856

REFERENCES:
D.B. 2846 PG. 815
D.B. 2806 PG. 233
P.B. 18 PG. 455
D.B. 2781 PG. 582
P.B. 35 PG. 81
D.B. 2846 PG. 815
P.B. 35 PG. 81
D.B. 2846 PG. 815
P.B. 35 PG. 81



LINE TABLE

LINE	LENGTH	BEARING
(1)	27.76	S89°29'04"E
(2)	27.76	S89°29'04"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DIRECTION	DISST
(1)	27.76	1827.54	24°19' 36.21"	36.27

NEW LOT 2
TOTAL AREA OF PARCEL:
40,425 sq. ft.
2.38 acres
ENTIRE PROPERTY IN
HIGHWAY BUSINESS ZONING
TOWN OF NASHVILLE

**MINOR SUBDIVISION
for
FOUR SEASONS CONTRACTORS
PHASE BOUNDARY MAP**

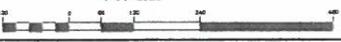
NASHVILLE Township
Nash County, North Carolina
Scale: 1"=120'

4-14-2008

NORTH CAROLINA
NASH COUNTY
FILED FOR REGISTRATION AT _____ M.
OF DEEDS OFFICE _____ IN THE REGISTER
RECORDED IN BOOK _____ PAGE _____
BY _____ REGISTER OF DEEDS

- GENERAL NOTES:**
1. AREA COMPUTED BY COORDINATE METHOD.
 2. NCCS MONUMENTS SHOWN AND TIED.
 3. ALL DISTANCES SHOWN ARE HORIZONTAL.
 4. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, AGREEMENTS, AND RIGHTS-OF-WAY, OF RECORD.

Civiltek East
Surveying Planning Subdivision Design
802 EAST NASH STREET
SPRING HOPKINS, N.C. 27882
(833) 478-5003
FIRM# C-2000
1482290732069



SHEET 1 OF 2

PRELIMINARY PLAT NOT FOR SALES RECORDATION OR CONVEYANCES

DATE: _____ REVIEW OFFICER: _____

LINETYPE LEGEND:

PROPERTY LINE (P/L) _____

RIGHT OF WAY (R/W) - - - - -

CENTERLINE (C/L) _____

OVERHEAD UTILITY LINE (OHU) - - - - -

ADJOINING PROPERTY LINE - - - - -

MINIMUM BUILDING LINE (MBL) - - - - -

EDGE OF PAVEMENT (EOP) - - - - -

ACCESS EASEMENT - - - - -

WOODLINE 

GUARD RAIL 

UNDER GROUND GAS 

GAS GAS GAS UNDERGROUND GAS LINE 

SYMBOL LEGEND:

- IRON STAKE SET (TYPICAL WHERE SHOWN)
- IRON STAKE FOUND (ISF)
- ▲ PK NAIL SET (PKS)
- △ PK NAIL FOUND (PKF)
- ∅ COMPUTED POINT (CP)
- ⊙ EXISTING WELL
- ⊞ UTILITY PEDESTAL (PED)
- ⊕ UTILITY POLE (UP)
- ▬ CURB & GUTTER (C&G)
- BC BACK OF CURB
- ⊞ FIRE HYDRANT
- ⊞ GATE VALVE
- ⊞ DROP INLET
- ▨ WETLAND AREA

SITE DATA:

PIN # 381006484519U
PARID: 303000

PHYSICAL ADDRESS:
HIND 102 S. EASTPOINTE AVE.
NASHVILLE, N.C. 27856

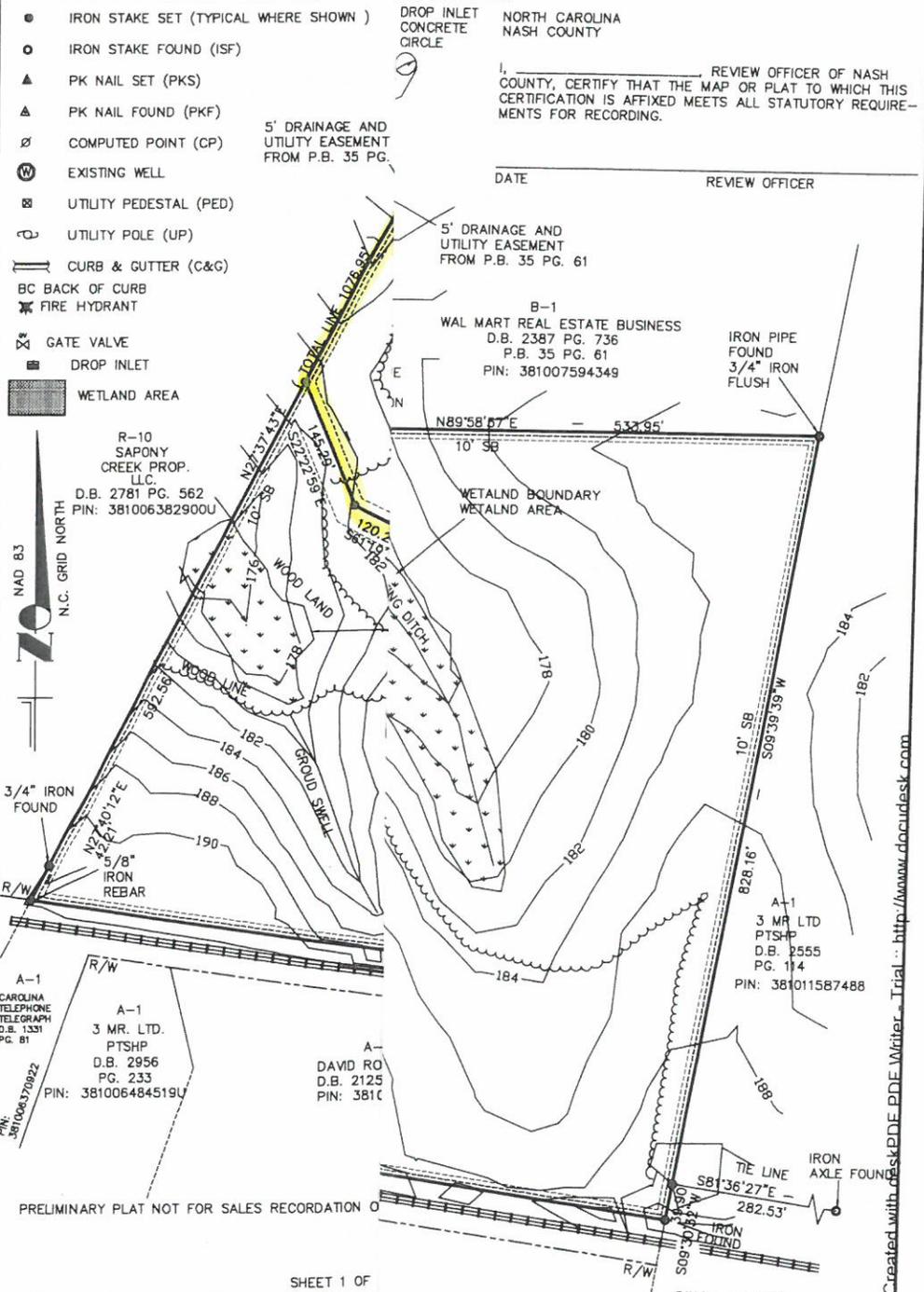
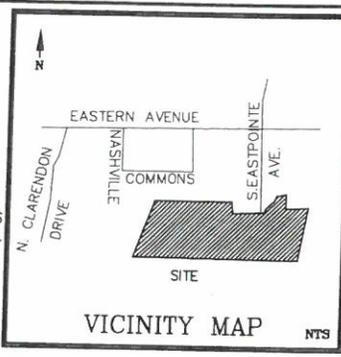
OWNER / DEVELOPER:
FOUR SEASONS CONTRACTORS
HIND 102 S. EASTPOINTE AVE.
NASHVILLE, N.C. 27856

REFERENCES:
D.B. 2956 PG. 233
P.B. 16 PG. 455

ZONING = B1

SETBACKS:
FRONT 25'
SIDE 10'
REAR 10'
SIDE STREET 12.5'

DROP INLET
NORTH CAROLINA
CONCRETE
CIRCLE



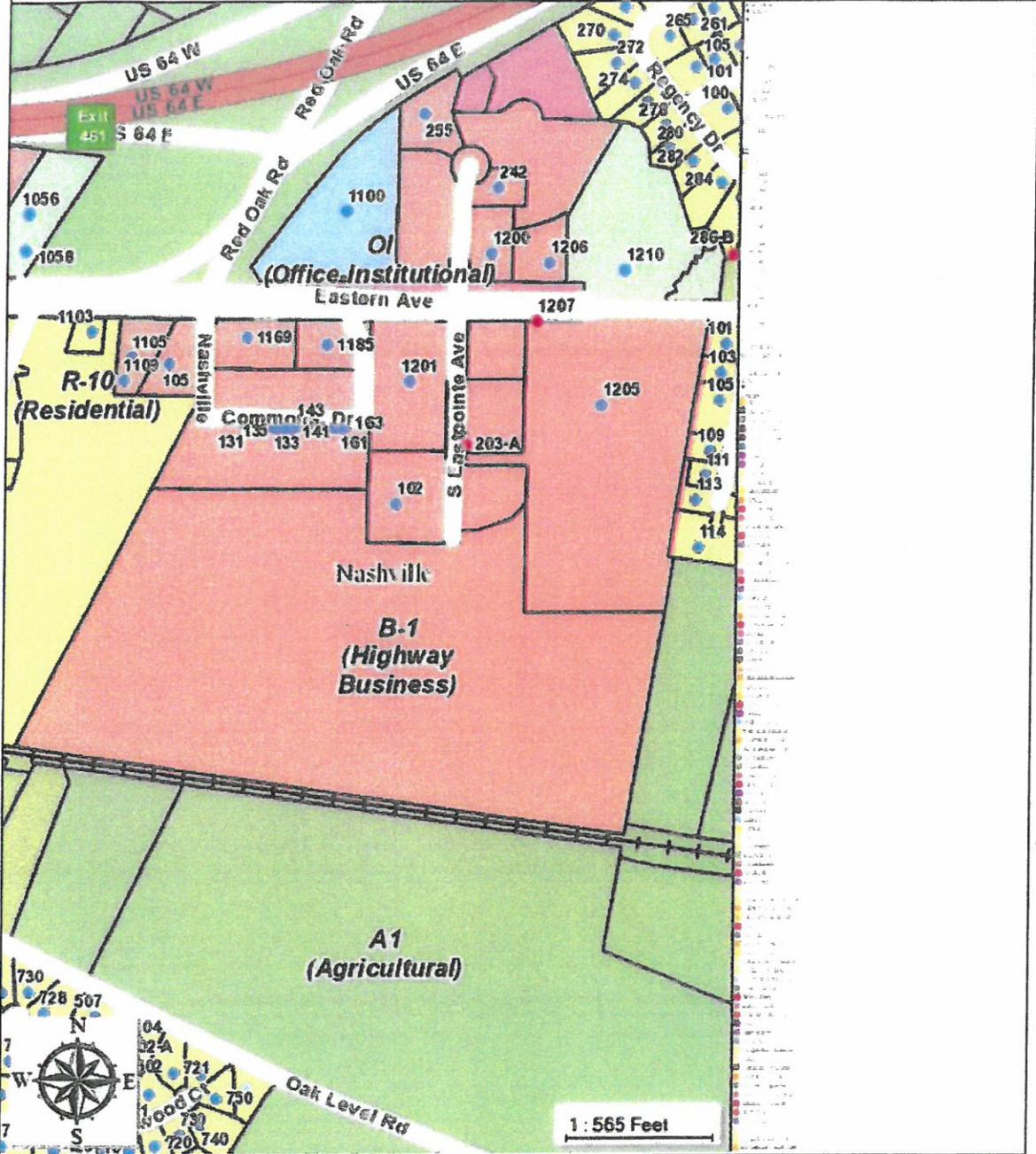
DATE _____ REVIEW OFFICER _____

I, _____ REVIEW OFFICER OF NASH COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Civiltek
Surveying Planning Submittal METHOD.
AND TIED
E HORIZONTAL.
T TO ANY AND ALL EASEMENTS,
WAY, OF RECORD.

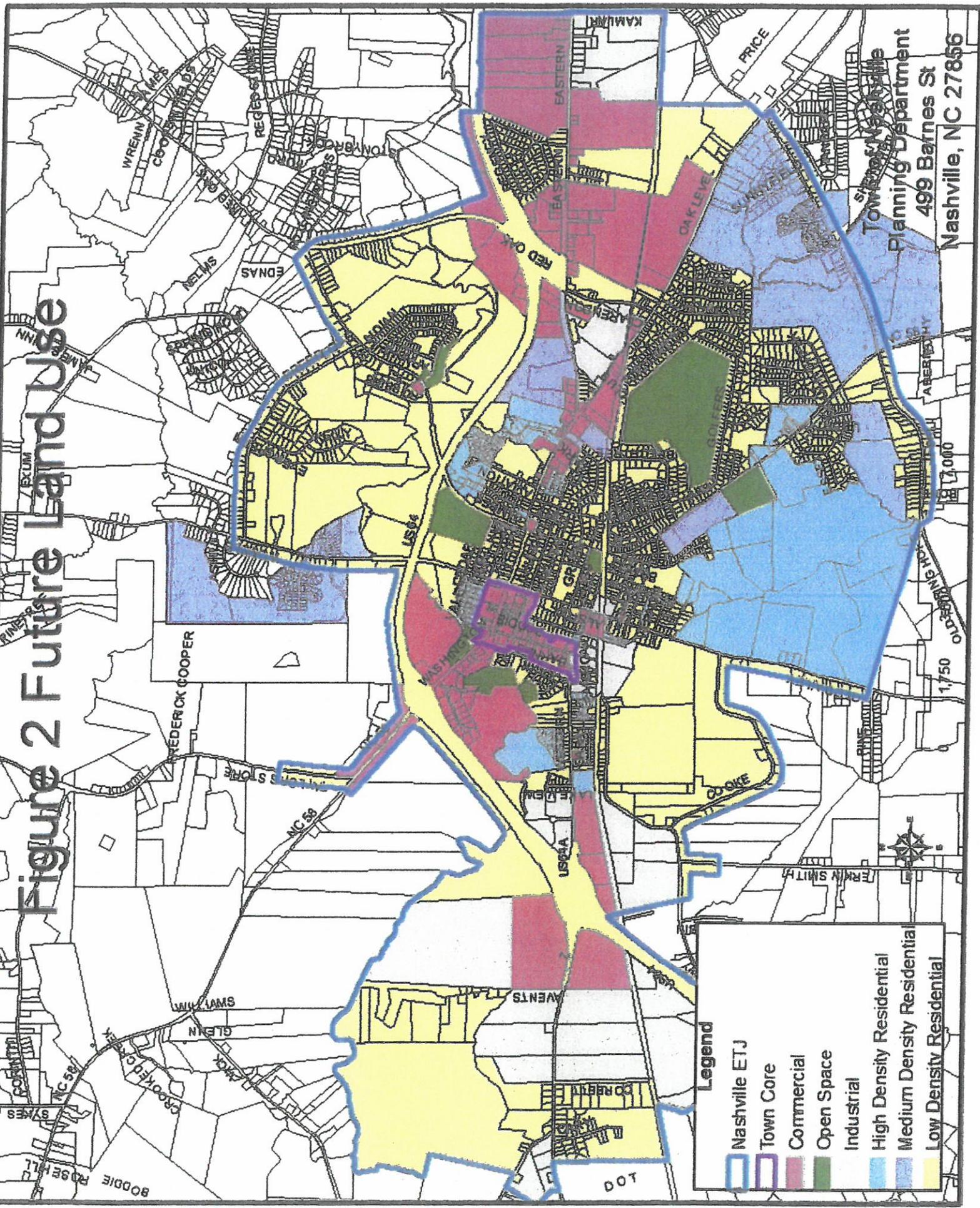
Civiltek Associates
602 EAST NASH STREET
SPRING HOPE, N.C. 27882
(252) 478-5005

PDE Created with PDE Writer... Trial... http://www.docudesk.com



ConnectGIS has been prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this system are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained in this system. Nash County, Withers & Ravenel, ConnectGIS and other mapping companies assume no legal responsibility for the information contained in this system. Grid data is based on the North Carolina state plane coordinate system, 1983 North American Datum (NC NAD83).

Figure 2 Future Land Use



Town of Nashville
 Planning Department
 499 Barnes St
 Nashville, NC 27856

Legend

- Nashville ETJ
- Town Core
- Commercial
- Open Space
- Industrial
- High Density Residential
- Medium Density Residential
- Low Density Residential

Sec. 18-112. - Description of districts.

- (a) *A-1 agricultural district.* The A-1 district is defined as one to provide land for future development while permitting continued agricultural use until such time that development is appropriate. It is assumed that approved wells and septic tanks will be utilized until such time as municipal water and sewer is available. This district is situated primarily in the town's extraterritorial jurisdiction.
- (b) *R-30 low-density residential district.* The R-30 district is defined as low-density residential areas of single-family dwellings plus open areas where similar residential development will likely occur. The uses in this district are designated to stabilize and protect the essential characteristics of the area and to prohibit all activities of commercial nature except certain home occupations controlled by specific limitations.
- (c) *R-15 medium-density residential district.* The R-15 district is defined as open areas where only single-family development will likely occur. The uses in this district are designed to stabilize and protect all activities of a residential nature except certain home occupations.
- (d) *R-10 medium-density residential district.* The R-10 district is defined as medium-density residential areas of mostly single-family dwellings and certain open areas where similar residential development will likely occur. The uses permitted in this district are designed to stabilize and protect all activities of a residential nature except certain home occupations controlled by specific limitations.
- (e) *R-6M high-density residential and manufactured home park district.* The R-6M district is defined as high-density residential areas of mostly single-family dwellings, open areas where similar residential development will likely occur, and manufactured home parks. The uses permitted in this district are designed to stabilize and protect the essential characteristics of the area and to prohibit all activities of a commercial nature except certain home occupations controlled by specific limitations.
- (f) *R-6 high-density residential district.* The R-6 district is defined as medium- to high-density residential areas where single-family and multifamily dwellings are commingled and certain open areas where similar residential development will likely occur. The uses permitted in this district are designed to stabilize and protect the essential characteristics of the area and prohibit all activities of a commercial nature except certain home occupations controlled by specific limitations.
- (g) *R-4 high-density residential district.* The R-4 district is defined as high-density residential areas where single-family and two-family dwellings are commingled. The district is primarily established to accommodate existing residential neighborhoods where lot sizes are too small to be appropriate for any other zoning district. The uses permitted in this district are designed to stabilize and protect the essential characteristics of the area and prohibit all activities of a commercial nature except certain home occupations controlled by specific limitations.
- (h) *MF multifamily residential district.* The MF district is designed to provide high-density areas in which multifamily dwellings are distributed with particular regard to stabilizing and protecting the essential characteristics of the area.
- (i) *O-1 office and institutional district.* The O-1 district is defined as certain land areas with structures that provide office space for professional services and for certain institutional functions, and residential accommodations, usually medium- or high-density. The district is normally small, and may include older homes undergoing conversion. The district is usually situated between business and residential districts, and the regulations are designed to permit development of the enumerated functions and still protect and be compatible with nearby residential districts.
- (j) *B-1 general business district.* The B-1 district is defined as certain commercial areas which provide a wide selection of convenience and comparison shopping outlets, furniture showrooms, and for personal services, in an orderly arrangement of retail facilities, parking and other amenities. This district is customarily located at the intersection of one or more highways or along thoroughfares. This district may also provide retailing and personal services for the benefit of residents in nearby areas and nonresidents. Included also are certain functions such as warehousing that are compatible with the primary uses.

(k) *B-2 central business district.*

- (1) The B-2 district is defined as certain land structures that provide personal services, retailing, some high density dwellings, and business services of all kinds for local and regional commerce. The area is located in the central business district of the town where major streets and highways converge.
- (2) The regulations are designed to permit a concentrated development of permitted facilities and to protect the district from overintensive development and congestion.

(l) *I-1 industrial district.* The I-1 district is defined as certain lands so situated as to be suitable for industrial development, usually along railroad sidings or major thoroughfares, but where certain operations could adversely affect nearby properties. The purpose of this district is to permit the normal operations of almost all industries excepting those that would be detrimental to adjoining properties. Excluded from this district are those industries which are noxious by their emission of smoke, dust, fumes, glare, noise and vibrations and those industries which deal primarily in hazardous products such as explosives. Selected business uses are also appropriate in this district.

(m) *WS watershed overlay district.*

- (1) The watershed overlay district is established as an overlay district for all general zoning districts for the following purposes:
 - a. Protecting portions of the designated Tar River and the Tar River Reservoir public water supply watershed from activities which could degrade water quality;
 - b. Reducing the volume of nutrients and other chemicals which could enter the water supply by reducing the amount of runoff which any given development will generate;
 - c. Minimizing land disturbances to reduce the amount of sediment entering the river; and
 - d. Providing for natural and engineered methods of managing stormwater.

The watershed overlay district is intended to be superimposed over the underlying general zoning district, and the land so encumbered may be used in a manner permitted in the underlying district only if and to the extent such use is also permitted in the overlay district.

- (2) The watershed overlay district consists of that part of the Tar River Reservoir public water supply watershed designated by the state environmental management commission and located within the town planning jurisdiction that is five miles upstream from and draining to the Tar River Reservoir water intake or to the ridgeline of the watershed, whichever comes first, and that part of the Tar River public water supply watershed designated by the state environmental management commission and located within the town planning jurisdiction that is ten miles upstream and draining to the Tar River water intake or to the ridgeline of the watershed, whichever comes first.
- (3) The boundaries of the area included in the watershed overlay district are delineated on the official zoning map as defined in section 18-87. Land use within the watershed overlay district must comply with all of the requirements of both the underlying general zoning district and the watershed overlay district. Supplementary watershed district standards are delineated in note 15 to the table of permitted uses, section 18-113. The supplementary standards and requirements of note 15 to the table, however, are applicable only to new development activities which require an erosion and sedimentation control plan in accordance with the rules established by the state sedimentation control commission.

(Ord. of 1-5-1993, art. V, § 1; Ord. Amend. 2018-04, § A), 3-6-2018)

Town of Nashville

BRENDA BROWN
MAYOR

RANDY LANSING
TOWN MANAGER



TOWN COUNCIL
LOUISE W. HINTON
KATE C. BURNS
LYNNE HOBBS
LARRY D. TAYLOR

Prior to adopting or rejecting any zoning amendment, the governing board shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest. The planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the governing board that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing board.

(NCGS 160A-383)

REZONING MAP AMENDMENT: Z-2020-02

Applicant: David Rose
Owner: 3 MR Limited Partnership, David Rose
Owner's Address: 2687 Old Bailey Hwy
Nashville, NC 27856

Tax Map and Parcel(s): 3810.06-48-4519U
Parcel Size: +/- 9.36 acres
Location Address: South Eastpointe Ave.

REQUEST:

Request to rezone the parcel above from B-1 (General Business District) to R-4 (High Density Residential District).

STATEMENT OF CONSISTENCY & RECOMMENDATION:

At their meeting on May 28, 2020 the Planning Board voted to recommend **approval** of the proposed rezoning map amendment and stated, *"the Planning Board finds and determines that case number Z-2020-02 is consistent with the Town of Nashville Land Use Plan because this property is designated for future commercial growth, therefore the amendment is reasonable and in the public interest because it fits into the character of the area."*

Motion to approve by: Bill Lump
Seconded by: Al Edwards

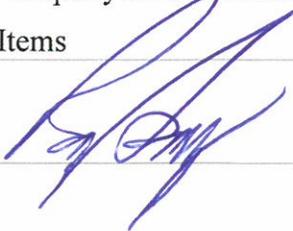
Vote: Unanimous to recommend approve of the rezoning map



TOWN OF NASHVILLE

P.O. Box 987
499 S. BARNES STREET
NASHVILLE, NC 27856
WWW.TOWNOFNASHVILLE.COM
(252) 459-4511

Town Council AGENDA REPORT

MEETING DATE:	June 2, 2020
PREPARED BY:	Tesa Silver, Town Clerk
ISSUE CONSIDERED:	Resolution 2020-14: Resolution Authorizing the Sale of Surplus Personal Property at Electronic Auction
SUMMARY OF ISSUE:	<p>Town staff wishes to dispose of personal property that is no longer of use to the Town.</p> <p>In compliance with NCGS §160-270, this resolution authorizes the Town Manager or his designee to sell surplus property listed on the resolution at electronic auction on www.govdeals.com</p> <p>In compliance with NCGS §160A-266, this resolution authorizes the Town Manager to discard surplus property listed on the resolution once electronic auction on www.govdeals.com has ended.</p>
STAFF RECOMMENDATION:	Approve Resolution 2020-14 Resolution Authorizing the Sale of Surplus Personal Property at Electronic Auction
ATTACHMENT(S):	Resolution 2020-14 Resolution Authorizing the Sale of Surplus Personal Property at Electronic Auction Surplus Items
REVIEWED BY TOWN MANAGER:	



Resolution 2020-14
RESOLUTION AUTHORIZING SALE OF SURPLUS PERSONAL PROPERTY AT
ELECTRONIC AUCTION

WHEREAS, NCGS §160A-270 allows the Town Council to sell personal property at electronic auction upon adoption of a resolution authorizing the appropriate official to dispose of the property at electronic auction; and

WHEREAS, the Town Manager has recommended that the property listed below be sold at electronic auction as surplus property.

WHEREAS, NCGS §160A-266 allows municipalities to discard any personal property that is determined to have no value; that remains unsold or unclaimed after the municipality has exhausted all efforts to sell if using one of the authorized methods; or poses a potential threat to public health or safety.

WHEREAS, the Town Manager has recommended that the property listed below be discarded once the electronic auction has ended.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Nashville that:

1. The following described property is hereby declared to be surplus to the needs of the Town:

Small Diesel Generator
Tandem Axle Diesel Generator
Abandoned Lift Station Panel
2000 Chevy 1500 Extended Cab Long Bed Pickup
2000 Ford Expedition

Adopted this 2nd day of June 2020.

Attest:

Jontesca Silver, Town Clerk

Brenda Brown, Mayor

Small Diesel Generator



- Condition is Unknown
- Useful Life has been exceeded
- No Options for future use
- Recommended selling price: \$500

Tandem Axel Diesel Generator



- Overall Condition unknown
- No operated in over 10 years
- Useful life has been exceeded
- Recommended selling price: \$2,000

Abandoned Lift Station Panel



- No option for future use
- Recommended selling price: \$400

2000 Chevy 1500 Extended Cab Pickup



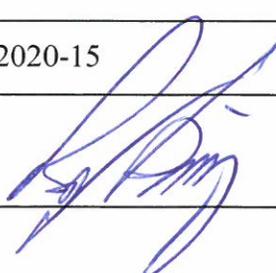
- Condition: Non operable, hole in gas tank, chips in paint, worn carpet and seats, cracked dashboard
- Any money received for this vehicle will have to be turned over to the Nash County School System per judge's court order
- Recommended Selling Price \$300



TOWN OF NASHVILLE

499 S. BARNES STREET
NASHVILLE, NC 27856
WWW.TOWNOFNASHVILLE.COM
(252) 459-4511

Town Council AGENDA REPORT

MEETING DATE:	June 2, 2020
PREPARED BY:	Randy Lansing, Town Manager
ISSUE CONSIDERED:	Letter of Credit In Lieu of Cash Security Deposit
<p>SUMMARY OF ISSUE: Home builders and developers in the Town of Nashville must make a service application to the Town for water service on each new home they build and pay a \$100 cash deposit to ensure payment of water charges on that home. The deposit is returned once the new house is sold and the new owner makes their own application for service.</p> <p>A house builder has asked if a letter of credit in the amount of the required deposit can be submitted in lieu of the cash deposit on the new homes he is planning to build. The staff has reviewed and discussed the request and feels a secured letter of credit from a bank or financial institution will serve the same purposes as a cash deposit. Attached is resolution allowing secured letters of credit for commercial water customers in lieu of cash deposits.</p>	
MANAGER'S RECOMMENDATION:	Approve Resolution 2020-15 Allowing Commercial Water Customers to Submit Secured Letters of Credit In Lieu of Cash Deposits
ATTACHMENT(S):	Resolution 2020-15
REVIEWED BY TOWN MANAGER:	

Resolution 2020-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NASHVILLE
ALLOWING COMMERCIAL WATER CUSTOMERS TO SUBMIT A SECURED
LETTER OF CREDIT IN LIEU OF A CASH DEPOSIT

WHEREAS, Section 38-38 of the Nashville Code of Ordinances requires every applicant for water service to make a cash deposit as security of payment of all customer charges; and

WHEREAS, commercial customers have requested to use a secured letter of credit from their bank or financial institution in lieu of paying a cash deposit;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Nashville, North Carolina that commercial water customers are hereby allowed to submit a secured letter of credit from their bank or financial institution in an amount equal to the required deposit in Sections 38-38 and 38-39 of the Nashville Code of Ordinances in lieu of a cash deposit.

ADOPTED this the 2nd day of June 2020 in Nashville, North Carolina.

Brenda Brown, Mayor

ATTEST:

Jontesca Silver, Town Clerk

(Seal)



TOWN OF NASHVILLE

499 S. BARNES STREET
NASHVILLE, NC 27856
WWW.TOWNOFNASHVILLE.COM
(252) 459-4511

Town Council AGENDA REPORT

MEETING DATE:	June 2, 2020
PREPARED BY:	Randy Lansing, Town Manager
ISSUE CONSIDERED:	Town of Nashville's Coronavirus Relief Fund Plan
SUMMARY OF ISSUE:	<p>The North Carolina General Assembly has appropriated much of the State of North Carolina's Federal CARE Act Funding to Counties via the North Carolina Coronavirus Relief Fund. Nash County, in turn, has appropriated \$300,000 to the ten towns in Nash County. The funds can be used by local governments to cover expenses incurred preparing and dealing with the COVID-19 pandemic, provided the local government receiving the funding adopts an official plan for its use of the funding. Attached is a plan for the Town of Nashville's use of Coronavirus Relief Funding</p>
MANAGER'S RECOMMENDATION:	Approve the Town of Nashville's Local Government Plan for Coronavirus Relief Funding
ATTACHMENT(S):	Town of Nashville's Local Government Plan for Coronavirus Relief Funding
REVIEWED BY TOWN MANAGER:	

Town of Nashville's
Local Government Plan
For Coronavirus Relief Funding
June 2, 2020

The Town of Nashville's Local Government Plan for Coronavirus Relief Funding is to use the funding to reimburse the Town for direct costs incurred preparing and dealing with the COVID-19 pandemic in Nashville, and to cover lost utility revenues resulting from the COVID-19 pandemic.

ADOPTED this the 2nd day of June 2020 in Nashville, North Carolina.

Brenda Brown, Mayor

ATTEST:

Jontesca Silver, Town Clerk

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Town Council AGENDA REPORT

MEETING DATE:	June 2, 2020
PREPARED BY:	Randy Lansing, Town Manager
ISSUE CONSIDERED:	Police Department Secondary Employment Policy and Extra Duty Solutions Contract
<p>SUMMARY OF ISSUE: The Nashville Police Department has allowed off-duty officers to work for other departments, event centers, organizations, and facilities as a way for officer to earn extra money. The Department has also regulated and monitored this secondary employment for work assignments that may conflict with the Department's duties, and to ensure officers are rested for their duty with the Department. However, there has not been an official written policy on secondary employment. Chief Puckett has drafted a secondary employment policy after reviewing several other police departments', and it is attached for Council consideration. Our Police Department does not pay as much as larger police departments, and Chief Puckett and I feel secondary employment allows our officers to earn addition pay and be content working for the Department.</p> <p>Chief Puckett also wants to utilize a company, Extra Duty Solutions, to provide and schedule secondary employment for Department officers. The company provides liability and workers compensation insurance for our officers on secondary employment assignments, ensures officers get paid timely & the agreed wages, and provides officers with one W2 for all secondary employment through the company. There is no cost to the Town to use Extra Duty Solutions.</p> <p>Town Attorney, Trey Barnett, has reviewed both the Secondary Employment Policy and the Extra Duty Solutions contract. He advised changes for the policy which have been made, and he was okay the Extra Duty Solutions contract.</p>	
MANAGER'S RECOMMENDATION:	Adopt the Police Department's Secondary Employment Policy and Authorize a Contract with Extra Duty Solutions for Secondary Employment
ATTACHMENT(S):	Secondary Employment Policy Chief Puckett's Council Memo on the Extra Duty Solutions Contract Extra Duty Solutions Contract
REVIEWED BY TOWN MANAGER:	



**NASHVILLE POLICE
DEPARTMENT
WRITTEN DIRECTIVE**



Chapter: 300 – Personnel Management

Directive: 310.03 – Secondary Employment

Issuing Authority: Chief Anthony Puckett

Effective Date: June 2, 2019

Last Revision: June 2, 2019

310.3.1 PURPOSE. The purpose of this Policy is to set forth guidelines to govern secondary employment of employees of the Nashville Police Department.

310.3.2 POLICY. The Nashville Police Department’s Secondary Employment Policy establishes guidelines for Department employees with regard to employment outside of the Nashville Police Department, and to establish procedures to maintain accountability for police employees, the Department, and secondary employers.

310.3.3 DEFINITIONS.

- A. Secondary Employment – The employment of an off-duty employee of the Department by an employer other than the Nashville Police Department. Secondary employment does not include volunteer charity work.
- B. Off-Duty Employment – Secondary employment that will not require the use, or the potential use, of law enforcement powers by employees of the Nashville Police Department.
- C. Extra-Duty Employment – Secondary employment that is conditioned on the actual or potential use of law enforcement powers by sworn employees of the Nashville Police Department.
- D. Secondary Employment Coordinator – A supervisory employee appointed by the Chief of Police with responsibility for screening secondary employment requests for compliance with this directive, coordinating secondary employment payroll through the Department provider, and determining availability. There will be no additional compensation for this responsibility. This responsibility will be included in the employee’s job description.
- E. Memorandum of Understanding (MOU) – A signed agreement between the Department and a private employer (business or citizen) that outlines the financial and operational obligations of both parties.

310.3.4 RIGHT OF MANAGEMENT. The Chief of Police, acting personally or through his designee, reserves the right to approve, deny, revoke, or add restrictions at any time to any request for secondary employment based upon available information at the time and the totality of the circumstances.

310.3.5 GENERAL PROVISIONS FOR SECONDARY EMPLOYMENT. The following guidelines apply to all employees working or applying to work any secondary employment:

- A. Under no circumstances will an employee engage in secondary employment in which the employee is on-duty for the Police Department and working for a secondary employer at the same time.
- B. Employees may not work any secondary employment less than eight (8) hours prior to starting their tour of duty with the Nashville Police Department without approval from their supervisor.
- C. Any employee engaged in secondary employment is subject to call-back to duty in the case of an emergency. The employee engaged in secondary employment will be expected to leave the secondary employment in an emergency situation if requested to do so.

310.3.6 METHOD OF PAYMENT.

- A. Extra-Duty: Employees working extra-duty employment will be paid through the Department’s provider (Extra Duty Solutions) unless other arrangements are made through the Secondary Employment Coordinator. If no other arrangements have been made, the Department’s provider (Extra Duty Solutions) will invoice the extra-duty employer for any hours worked by Department employees.
- B. Off-Duty: Employees working off-duty employment are expected to make arrangements for payment with the off-duty employer. Any approved off-duty employment is an individual arrangement between the employee and the off-duty employer and does not involve the Department or the Town.

310.3.7 REPORTING OF INCOME. It is the responsibility of the employee engaged in secondary employment to report all income, regardless of amount, as required by the state and federal government for income tax purposes. In general, income from secondary employment means all income derived from whatever source and includes compensation for services rendered.

310.3.8 WORKER'S COMPENSATION. The Town of Nashville’s worker's compensation insurance will not pay benefits to an injured employee working secondary employment unless the injury arises out of and in the scope of a law enforcement action.

310.3.9 CIVIL LIABILITY. The Town of Nashville’s liability insurance will not cover employees working secondary employment for incidents not directly involving an arrest or other law enforcement function unique to law enforcement. An officer engaged in extra-duty employment who is making an arrest or performing other functions unique to law enforcement will have the same protection as an on-duty officer.

310.3.10 EXTRA-DUTY EMPLOYEMENT APPROVAL PROCESS. Extra-duty employment must be approved by the Department through the following process.

- A. Any business or individual seeking to hire police officers for extra-duty must submit a request through the Secondary Employment Coordinator.
- B. Upon approval the Secondary Employment Coordinator will provide the requesting party a copy of a Memorandum of Understanding. The Memorandum of Understanding provides an explanation of the

extra-duty detail, general guidelines, and fees associated with the employment. It must be signed by the Secondary Employment Coordinator and a representative of the Secondary Employer.

C. All extra-duty employment MOUs serve as written documentation of agency approval and are maintained by the Secondary Employment Coordinator.

310.3.11 GENERAL PROVISIONS FOR EXTRA-DUTY EMPLOYMENT.

A. Before an employee can engage in extra-duty employment, there must be a Memorandum of Understanding with the secondary employer on file with the Department.

B. All sworn employees are eligible to work extra-duty employment so long as they are not subject to any of the restrictions outlined in 310.3.12.

C. Sworn employees engaged in extra-duty employment will have the same powers and authority as other law enforcement officers.

D. Officers working extra-duty employment are required to:

1. Abide by all policies and procedures of the Department.
2. Work in either a class A, B, or C uniform, all of which are typically worn by sworn personnel and identify employees as Law Enforcement Officers. Requests to perform extra-duty employment in plain clothes must be approved by the Chief of Police before any work is performed.
3. Notify the on-duty patrol supervisor of their location and sign on to CAD in an off-duty capacity either by MCT or by the radio.
4. Possess and monitor their portable radio.
5. Document the date, time, and hours worked at their extra-duty employer. This information will be reported on time sheets that will be submitted every two weeks; and
6. Investigate, document, and/or arrest for any misdemeanor incidents that can be addressed without requiring the extra-duty officer to leave the extra-duty employment job site. On-duty personnel will respond to any misdemeanor offenses that cannot be handled on-site and to any felony offenses occurring at an extra-duty employment job site. An on-duty supervisor may elect to have an on-duty officer investigate unusual misdemeanor incidents.

E. Scheduling is the responsibility of the Secondary Employment Coordinator and Department provider. All requests for extra-duty assignments will be staffed, when possible, on a first-come, first serve basis determined by the time stamp embedded in the e-mail request. The secondary employment coordinator may elect to give priority to any extra-duty assignment(s) that has the potential to impact public safety if not staffed.

F. Supervision: In instances when more than four officers are hired by a secondary employer to work extra duty at the same time, one of the employed officers will be a supervisor. For large-scale events, it will be at the discretion of the Secondary Employment Coordinator to determine an appropriate number of extra duty officers and/or supervisors required to staff the event.

G. Attendance/Absence: Officers who have volunteered for and wish to be replaced for an extra-duty assignment shall, absent any other instructions, contact the Secondary Employment Coordinator.

1. The responsibility for securing a replacement officer and advising that officer of the assignment details rests with the originally assigned officer.
2. If a replacement cannot be found, the originally assigned officer shall report to the extra-duty assignment unless directed otherwise by competent supervisory authority. If the originally assigned officer cannot report to the secondary employment and is unable to find a replacement, it is his/her responsibility to notify the secondary employer and the Secondary Employment Coordinator.
3. Officers who fail to appear for scheduled extra-duty employment may be restricted from working other extra-duty employment and may be subject to Department discipline.

H. Department-owned Vehicles: The use of Department owned take-home vehicles is required when working extra-duty employment so that extra-duty officers are able to respond to emergencies that may occur while they are working extra-duty employment.

310.3.12 LIMITATIONS ON EXTRA-DUTY EMPLOYMENT.

A. The following are prohibited from engaging in extra-duty employment:

1. Sworn employees who are on-call and being compensated by the Town of Nashville.
2. Sworn employees who have not completed the Field Training and Evaluation Program.
3. Sworn employees who are on medical or sick leave, light duty/temporary disability assignments; and
4. Sworn employees who are:
 - a. On emergency relief from duty.
 - b. Suspended from duty; or
 - c. On administrative leave.

B. An employee may be prohibited from working any secondary employment due to any disciplinary action occurring as a result of secondary and/or regular duty employment.

C. Authorization for a Department employee to engage in extra-duty employment may be revoked by the Chief of Police when it is determined that such outside employment is not in the best interests of the employee or the Department. Examples of such instances include (but are not limited to):

1. The employee being unavailable during an emergency.
2. The employee being physically or mentally exhausted to the point that their performance may be affected.
3. The employment bringing into disrepute or impairing the operation or efficiency of the Department.
4. The employment conflicting with the employee's present duties; or
5. The employee failing to report as scheduled, and/or failing to make arrangements for coverage during their absence.

D. No employee will directly or indirectly solicit any extra-duty employment.

310.3.13 GENERAL PROVISIONS FOR OFF-DUTY EMPLOYMENT.

A. No employee shall work any off-duty employment without the knowledge and approval of the Chief of Police or his designee.

B. Employees must seek and obtain individual approval for each off-duty employment opportunity they wish to engage in by electronically submitting a Request for Secondary Employment through the chain-of-command to the Chief of Police prior to working any off-duty employment.

C. If time does not permit the approval of off-duty employment as outlined above, the Chief of Police or the Police Captain may verbally approve off-duty employment pursuant to the provisions of this directive. Regardless of whether or not the verbal request for off-duty employment is approved, employees must still submit a Request for Secondary Employment as soon as practical.

D. Approved off-duty employment requests will expire on the last day of December of each year. Employees may not engage in off-duty employment until a new request has been approved.

E. Employees may not engage in off-duty employment that involves any of the following;

1. The use, or the potential use, of law enforcement powers by an employee of the police department.
2. Employment that presents a potential conflict of interest between a sworn employee and his/her duties as a police officer. Examples of prohibited off-duty employment include (but are not limited to):

- a. Serving as a process server, re-possessor, or bill collector, or in any other employment in which police authority might tend to be used to collect money or merchandise for private purposes.
 - b. Conducting personnel investigations for the private sector or any employment which might require the employee to have access to police information, files, records or services as a condition of the secondary employment.
 - c. Working in the police uniform in the performance of tasks other than that of a law enforcement nature.
 - d. Work which assists in case preparation using materials, equipment, supplies or computerized software owned by the Town of Nashville for the prosecution or defense in any civil or criminal action or proceeding.
 - e. Working for a business or labor group that is on strike or engaged in public demonstrations or pickets; or
 - f. Working in occupations that are regulated by, or must be licensed by, the Nashville Police Department.
3. Employment that constitutes a threat to the status or dignity of law enforcement as a professional occupation. Examples of prohibited employment that presents a threat to the status or dignity of the law enforcement profession include (but are not limited to):
- a. Working at establishments which, as their principal business, sell pornographic books, magazines, sexual devices, or videos.
 - b. Working at establishments that otherwise provide entertainment or services of a sexual nature; or
 - c. Any employment that involves the sale, distribution, manufacture or transport of alcoholic beverages as the principal business.

NASHVILLE POLICE DEPARTMENT

Courage
Teamwork
Respect

Accountability
Excellence



Chief Anthony Puckett
501 S. Barnes Street
Nashville, NC 27856
[Office] (252) 459-4545
(Fax) (252) 459-4279

Justification for Extra Duty Solutions

Police Department

June 2, 2020

Greetings Council,

Thank you for hearing the approval justification for Extra Duty Solutions. Tonight, you will hear from Retired Major David Wooten of the Nash County Sheriff's Office who is now a consultant for Extra Duty Solutions. He is going to provide some detailed information on the company, but I wanted to provide you with some initial information before Major Wooten's presentation. First, Extra Duty Solutions is a company out of Shelton, CT. The company is partners with the FBI National Academy and provides staffing for Off Duty Police Personnel for municipalities. The company also provides insurance coverage for officers while working off duty. Why is this important? There are many companies that hire Off Duty Police Personnel for provide police services.

Scheduling police personnel for events can be very time consuming. During this COVID-19 pandemic, for example, officers have work off duty at the State Employee's Credit Union to assist in conflict resolution on the busiest days of the week. You may ask why patrol officers cannot handle this, and the simple answer is visibility. Officers, while patrolling the Town of Nashville, cannot be solely responsible for one specific business as this takes away from other areas in Town. High visibility also equals to deterrence. With a marked uniform patrol officer, this increases deterrence for crime. Lieutenant Boykin has handled all the scheduling for this part time employment and that time could better be spent on other functions within the department.

Another reason is payment. Officers who work in an off-duty capacity are paid on a schedule agreed upon by the Town. In the event the Police Department and Town agree on a two-week schedule, officers are paid every two weeks. Why is this important? An officer worked a particular event for a company in town (Not the State Employee's Credit Union) and was not paid until approximately eight weeks later. With Extra Duty Solutions, this will not happen. The company pays the officer on the schedule agreed upon and also provides one W2 to the officer at the end of the year for every off-duty employment that the employee has worked within that year.

Finally, the company provides insurance in the event an employee is injured. One of the main concerns for a municipality is liability and injury. If an employee is injured working off duty employment, the town is responsible for medical expenses and workman's compensation. With the use of Extra Duty Solutions, this liability is not a concern as it is included in the pricing contract with the company.

One main concern with contracts is the budget, how much will it cost the Town. The answer is that this will have NO affect on the budget. There is no cost to the Town to use the company. The services are funded through the employer that hires the off-duty officer. The cost of the services, which is minimal, is deducted from the hourly rate that is agreed upon by the employer and the town. The employer is notified of the procedure for hiring off-duty police and Extra Duty Solutions coordinates with the Police Department regarding policy, number of officers, etc. to schedule off-duty for the employer. When the employer pays the salary to Extra Duty Solutions, the company deducts the rate for the program and provides payment to the officer.

As you can see, the cost is none to the Town, minimal to the employer, eliminates liability for the Town, provides a higher visibility of police officers, and provides additional money for the employees.

With this information, I respectfully ask that you consider approval of the Police Department partnering with Extra Duty Solutions for off-duty employment. There are businesses in Town that have asked for off-duty employment to provide full time security for a specific number of hours. The Town is growing and with additional businesses, this will continue to be requested. This is a solution to exempt the Town from liability and still provide services to business owners as well as provided additional income for the employees of the Police Department. With the purchase of the Birchwood Country Club by the Elk's Lodge, and off-duty employment being a concern with future events held there, this is the right thing for the Town of Nashville.

Respectfully,

A handwritten signature in black ink that reads "A. P. Puckett". The signature is written in a cursive style with a large, stylized initial "A".

Anthony P. Puckett



INDEPENDENT ADMINISTRATIVE SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into as of the ___ day of _____, 2020 (hereinafter the "Effective Date"), by and between Hart Halsey LLC dba Extra Duty Solutions, with principal office at 1 Waterview Dr, Suite 101, Shelton CT 06484 (hereinafter "Company"), and Town of Nashville's Police Department, with principal offices at 499 S. Barnes Street, Nashville, NC 27856 (hereinafter "Client" or "City").

W I T N E S S E T H:

WHEREAS, the Client desires to retain the Company to provide certain services to the Client on the terms and conditions hereinafter set forth, and the Company desires to continue to perform such services on such terms and conditions;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1. Administrative Services.

- a) Subject to the terms and conditions hereof, the Client hereby engages and appoints the Company to administrate the Client's extra duty program. This will entail:
 - I. Engaging with individuals and representatives of companies, organizations and institutions who wish to hire officers to work extra duty details (hereinafter "Customers") via phone, website interaction or email to explain program rules and rates, vet new customers per department's guidelines, execute the new customer process, receive requests for extra duty details, confirm extra duty details and to gather and communicate any related pertinent information and feedback.
 - II. Scheduling extra duty details with department personnel in a manner consistent with department rules. Communicate as needed with

department personnel to confirm detail assignment scheduling and details worked.

- III. Invoicing Customers and following-up on invoice collections in a manner agreed upon with department leadership.
 - IV. Manage officer payment process in conjunction with the Client's existing pay roll process. Company will provide payroll files and direct deposit payments covering all details the Company's administrative fee (stated in Section 3) has been charged on to the Client in a cadence consistent with Client's existing pay roll process periods. Alternatively, the Company will pay Client officers directly as 1099 contractors. The chosen method is at the discretion of the Client.
 - V. Collect, from Customers, and pay to the Client within payments detailed in Section 1.IV, any Client administrative fees at a level specified by the Client.
 - VI. Manage the feedback loop i.e. initiate and field feedback from customers (good and bad) then share with the appropriate parties in a timely manner
 - VII. Provide department leadership with appropriate reporting and transparency into the program on an on-going basis.
 - VIII. Accept all Customer credit risk and finance, at sole cost to the Company, all financing "float" costs associated with invoicing Customers. Invoice remittance timing will not affect the time of pay roll and administrative fee payments Company must pay Client under Sections 1.IV and 1.V. See appendix A for operational details.
2. Term. The term of the engagement shall commence on the Effective Date and continue month-to-month unless terminated by either party. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. If the Company should breach a material obligation under this Agreement, the Client shall give the Company written notice of such breach and provide the Company an opportunity to remedy such breach within thirty (30) days of such notice. Failure to remedy any such breach within this time period will constitute sufficient grounds for termination without any further notice. Material obligations shall include, but not be limited to, the filing of bankruptcy or similar procedure due to insolvency, any unapproved assignment of, or repeated non-performance of Company's obligations under this Agreement; any breach of Company's representations and warranties; or termination or lapse of any insurance coverage or policy obligations.
 3. Payment and Invoicing Terms. In consideration for any and all services which the Company shall render to the Client pursuant to this Agreement, the Company shall charge the Customer an administration fee of 10% with a minimum of \$3 per officer hour. The administration fee will be applied to any extra duty revenue including, but not limited to, officer pay, cruiser fees, K9 fees, flare fees, etc.
 4. Changes. Client may, with approval of the Company, change the scope of services to be offered. Such changes shall be made in writing and accepted by the Company in writing.

5. Standard of Care.

- a) The Company warrants that services shall be performed by personnel possessing competency consistent with applicable industry standards.
- b) Manner of performance by Company
 - I. Company shall appoint a member of its staff to be the single primary responsible individual for delivering Company's services to Client under this Agreement.
 - II. Company shall keep complete and systematic records of all services purchased by Client. Such records shall include any records relevant to any costs, expenses, or payments incurred or made by Company on behalf of Client, any financial records, procedures and such other documentation pertaining to Company's performance under this Agreement. Company shall preserve all such records for the longest of the following two periods: (i) a term of 5 years after termination of this Agreement or (ii) in accordance with the record retention period mandated by any applicable law. In the event that a legal matter arises requiring preservation of certain records, Company shall suspend destruction of such records as requested by Client or any governmental body. During the term of this Agreement and, thereafter, in accordance with the applicable record retention period, Client shall have the right to inspect, copy and audit those records identified in this Section 5.b.ii during regular business hours.

6. Independent Contractor. Client acknowledges that the Company is an independent contractor and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its administrative services hereunder to Client. This Agreement is not intended to, and shall not be construed to; create a joint venture, partnership, or employer/employee relationship as between the parties. Neither the Company nor its employees or agents shall look to Client for vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits; nor shall the Client, or their respective employees or agents look to Company for the same. Neither Company nor Client shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement. Client acknowledges that its officers shall at no time be considered to be employees of Company.

7. Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other for any special, indirect consequential, lost profits or punitive damages.

8. Indemnification. EACH PARTY ("INDEMNIFYING PARTY") SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER ("INDEMNIFIED PARTY"), ITS AGENTS, SERVANTS, EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, SUBSIDIARIES AND ASSIGNS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING, BUT NOT

LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING AS A RESULT OF ANY NEGLIGENCE, ILLEGALITY OR WRONGDOING OF ANY KIND RELATED TO SERVICES PROVIDED ALLEGED OR ACTUAL ON THE PART OF THE INDEMNIFYING PARTY PROVIDED SUCH CLAIMS, LOSSES, DAMAGES AND LIABILITIES WERE NOT CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY ANY ACT OR OMISSION OF THE INDEMNIFIED PARTY. IN ADDITION, THE INDEMNIFIED PARTY MUST PROMPTLY NOTIFY THE INDEMNIFYING PARTY IN WRITING OF ANY SUCH CLAIM AND THE INDEMNIFYING PARTY IS PERMITTED TO CONTROL FULLY THE DEFENSE AND ANY SETTLEMENT OF SUCH CLAIM AS LONG AS SUCH DEFENSE OR SETTLEMENT SHALL NOT INCLUDE AN ADMISSION OF GUILT BY OR FINANCIAL OBLIGATION ON THE INDEMNIFIED PARTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, EXPIRATION, OR CANCELLATION OF THIS AGREEMENT.

9. Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

10. Insurances. Both parties specifically agree to maintain adequate insurance coverage for the services in this Agreement.
 - a) At all times during performance of the Services, Hart Halsey LLC d/b/a Extra Duty Solutions (“Company”) shall secure and maintain in effect insurance to protect the City and the Company from and against all claims, damages, losses, and expenses arising out of or resulting from the Company’s performance of the Services under this Contract. Company shall provide and maintain in force insurance in limits no less than that stated below, as applicable.

 - b) Commercial Liability Insurance. Before this Contract is fully executed by the parties, Company shall provide the City with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Three Million Dollars (\$3,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The insurance shall be with an insurance company or companies rated A-VII or higher in Best’s.

 - c) Professional Liability Insurance. Before this Contract is fully executed by the parties, Company shall provide the City with a certificate of insurance as evidence of Professional Errors and Omissions Liability Insurance with coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate limit of at least Three Million Dollars (\$3,000,000.00). The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect.

The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide.

- d) City employees will not be covered under the Company's worker's compensation insurance. Client shall be responsible for determining what, if any, worker's compensation coverage shall be required for officers while on extra duty and Client and/or Customer shall be responsible for obtaining and keeping in force any such worker's compensation insurance coverage that is required.

11. Survival. Sections 2 through 19, inclusive, of this Agreement shall survive the expiration or termination of this Agreement in accordance with their terms.

12. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and deemed effective if either delivered in person or by overnight courier, facsimile or first class mail, certified with return receipt requested, or email. Notices to the Client shall be delivered to:

Attention: _____
Email: _____

Notices to the Company shall be delivered to:

Hart Halsey LLC
1 Waterview Dr, Suite 101
Shelton CT 06484
Attention: Rich Milliman
Email: RMilliman@HartHalsey.com

13. Assignment. The Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by the Company without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

14. Entire Agreement; Modification. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject of the Company's engagement by the Client, as provided for herein, and supersedes any and all other understandings, negotiations or agreements relating thereto, and no modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party to be charged.

15. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16. Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut without regard to the principles of conflicts of laws.

17. Review of Agreement. It is acknowledged that the Client has had ample opportunity to review and consider the terms of this Agreement and to review this Agreement with Client's counsel and has voluntarily agreed to the terms presented, including, without limitation, freely choosing that Connecticut law shall govern this Agreement and all matters dealt with herein, and to waive any other rights it may have, in consideration of the agreements set forth herein.
18. Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This agreement may be executed in counterparts by original or electronic signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
19. Force Majeure. Neither party shall be responsible for delays or failures (including any delay to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight, embargoes, earthquakes, electrical outages, and severe weather.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first set forth above.

COMPANY:

HART HALSEY LLC

By: _____

Name:

Title:

Date: _____

CLIENT:

By: _____

Name:

Title:

Date: _____

APPENDIX A: CUSTOMER PAYMENT DETAILS

All credit-worthy customers are offered net 45 payment terms on all extra duty details. Company accepts credit risk on all such customers and finances the financial float associated with payment terms.

Company has the right to deem particular customers non-credit-worthy and require pre-payment from or credit card on file from such customers. Company agrees to not designate any customer as non-credit-worthy, which has been a weekly recurring customer, in consistent good standing, with the Client's extra duty program for at least one year.

Customers deemed to be non-credit-worthy, and customers wishing not to be invoiced for serviced rendered, will have the option of pre-paying via check, credit card, or escrow account. Company has the right to charge a processing fee for credit card transactions of 3% (payment before invoiced has aged 50 days) or 5% (payment after invoiced has aged 50 days).

If a Customer utilizes the services of a third party billing service which charges usage fees to the Company, the Company has the right to charge those fees back to the Customer.

The Company's scheduling system within which Officers record their start and end extra duty work times within will be the book of record for Officer hours worked.



TOWN OF NASHVILLE

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Town Council AGENDA REPORT

MEETING DATE:	June 2, 2020
PREPARED BY:	Samantha Sanchez, Finance Director
ISSUE CONSIDERED:	Budget Amendment #28
SUMMARY OF ISSUE:	<p>Budget Amendment #28 reallocates unused funds to over budget line items. Major over budget line items include:</p> <ul style="list-style-type: none">• State of Emergency Expenses due to COVID-19• Public Building Capital Outlay due to VC3 Infrastructure Upgrades• Fire Full-time salaries• Sanitation Contract Services due to Waste Industries• Administration Full-time salaries• Water Salaries (offset by decrease in Sewer Salaries)• Purchase of Additional Water Meters• Sewage Treatment• Sewer Surcharges <p>Budget Amendment #28 also allocates Fire Capital Reserves received from Nash County to the Fire Department for the purchase of Airpacks.</p>
STAFF RECOMMENDATION:	Approve Budget Amendment #28
ATTACHMENT(S):	Budget Amendment #28
REVIEWED BY TOWN MANAGER:	

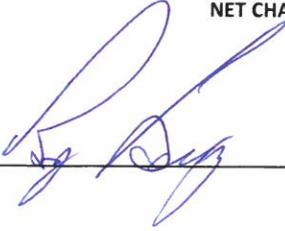
30-820-3100	GAS OIL TIRES	\$ 9,000.00	\$ 1,000.00	\$ 10,000.00
30-820-4400	SEWAGE TREATMENT	\$ 1,550,000.00	\$ 60,000.00	\$ 1,610,000.00
30-820-4401	SEWER SURCHARGES	\$ 218,000.00	\$ 140,000.00	\$ 358,000.00
30-820-4500	CONTRACT SERVICE	\$ 21,000.00	\$ 4,030.00	\$ 16,970.00
30-820-4501	SEWER SYSTEM REHAB	\$ 301,500.00	\$ 23,400.00	\$ 278,100.00
30-820-7400	C.O. EQUIPMENT	\$ 52,000.00	\$ 12,000.00	\$ 40,000.00

NET CHANGE IN EXPENDITURES \$ -

EXPLANATION:
To clean up over budget line items.

Approved by Town Manager

posted:



5-2-20
Date

Approved by Town Council

_____ Date

Item #: