



# Nashville Town Council Regular Meeting

Tuesday, August 4, 2020  
7:00 PM

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

1. Call to Order by Mayor Brown
2. Pledge of Allegiance
3. Prayer
4. Approval of Meeting Minutes
  - a) July 1, 2020 – Agenda Meeting Minutes
  - b) July 7, 2020 – Regular Meeting Minutes
5. Public Comments Period
6. Old Business
  - a) Consideration of Resolution 2020-17: Resolution Awarding a Construction Contract on the Windy Oak Drive/Laurel Springs Drive Drainage Improvement Project
7. New Business
  - a) Consideration of a Service Contract with South Atlantic Timber Services, Inc. to Competitively Bid the Sale of the Town's 42-acres of Timber Located at 101 and 111 Industry Court and Oversee Its Logging
  - b) Consideration of a Sanitary Sewer Flow Meter Analysis at the Sewer Meter Vault on Old Carriage Road
    - i) Consideration of an Agreement with Wooten Company for Overseeing the Installation of a 2<sup>nd</sup> Sewer Flow Meter and Conducting Analysis
    - ii) Consideration of the Lease and Installation of a Temporary Sanitary Sewer Wastewater Flow Meter
  - c) Budget Amendments
    - i) Budget Amendment #1 LSTA EZ Grant Award Letter
    - ii) Budget Amendment #2 LTSA COVID-19 Response Mini-Grant Agreement
8. Council Comments
9. Mayor's Comments
10. Adjourn

**Agenda Meeting Minutes**

**Wednesday, July 1, 2020**

The Town Council of the Town of Nashville held an Agenda Meeting on Wednesday, July 1, 2020 at 7:00 PM in Town Council Chambers. Members Present: Mayor Brenda Brown, Mayor Pro Tem Kate Burns, Council Member Larry Taylor, Council Member Louise Hinton, and Council Member Lynne Hobbs. Absent: None. Staff Present: Randy Lansing–Town Manager, Tesa Silver –Town Clerk, Chris Joyner–Fire Chief, Anthony Puckett–Police Chief, Lee Brown –Public Works Director, Tikela Alston–Library Director and Tina Price–Planner I/Code Enforcement Officer. Others Present: Kevin Varnell–Chief Operations Officer, Stocks Engineering.

1. Mayor Brown called the meeting to order at 7:00 p.m.
2. Mayor Brown led the Pledge of Allegiance.
3. Mayor Brown led the Prayer.
4. Mayor Brown called for the Approval of Meeting Minutes.

a. May 12, 2020 –Called Meeting Minutes

Mayor Brown called for a motion to approve the minutes as written or asked if there were any corrections. Council Member Taylor made the motion to approve the minutes as written, seconded by Council Member Hobbs. There being no discussion, Mayor Brown called for a vote. The minutes were unanimously approved (4-0).

b. May 19, 2020 –Called Meeting Minutes

Mayor Brown called for a motion to approve the minutes as written or asked if there were any corrections. Council Member Hobbs made the motion to approve the minutes as written, seconded by Mayor Pro Tem Burns. There being no discussion, Mayor Brown called for a vote. The minutes were unanimously approved (4-0).

c. May 27, 2020 –Agenda Meeting Minutes

Mayor Brown called for a motion to approve the minutes as written or asked if there were any corrections. Council Member Taylor made the motion to approve the minutes as written, seconded by Council Member Hobbs. There being no discussion, Mayor Brown called for a vote. The minutes were unanimously approved (4-0).

d. June 2, 2020 –Regular Meeting Minutes

Mayor Brown called for a motion to approve the minutes as written or asked if there were any corrections. Mayor Pro Tem Burns stated that on page twenty-two (22) that it needed to be added that she had asked how much money the County received for COVID-19 funding and Mr. Lansing stated that they received \$1,700,000. Mayor Brown asked if there were any additional corrections. There being

none, Mayor Brown called for a motion to approve the minutes as corrected. Council Member Hinton made the motion to approve the minutes as written, seconded by Council Member Taylor. There being no discussion, Mayor Brown called for a vote. The minutes were unanimously approved (4-0).

e. June 4, 2020 –Called Meeting Minutes

Mayor Brown called for a motion to approve the minutes as written or asked if there were any corrections. Council Member Hobbs made the motion to approve the minutes as written, seconded by Mayor Pro Tem Burns. There being no discussion, Mayor Brown called for a vote. The minutes were unanimously approved (4-0).

f. June 11, 2020 –Called Meeting Minutes

Mayor Brown called for a motion to approve the minutes as written or asked if there were any corrections. Mayor Pro Tem Burns stated that on page two (2) in the second paragraph she stated two (2) large entities not municipalities. Mayor Brown asked if there were any additional corrections. There being none, Mayor Brown called for a motion to approve the minutes as corrected. Council Member Taylor made the motion to approve the minutes as written, seconded by Council Member Hobbs. There being no discussion, Mayor Brown called for a vote. The minutes were unanimously approved (4-0).

5. Public Comments Period-There were no public comments.

6. Public Hearing

Mayor Brown called for a motion to go into public hearing. Council Member Hinton made the motion, seconded by Council Member Hobbs. There being no discussion, Mayor Brown called for a vote. The motion was unanimously approved (4-0).

- a. Request to Amend the Code of Ordinances of the Town of Nashville by creating a new article, article XI entitled "Backflow and Cross Connection Control" in Chapter 38 "Utilities"

Mayor Brown stated that in January Lee Brown and the Town Manager introduced a Backflow and Cross Connection Ordinance that will allow the Town to be compliant with the Federal Safe Drinking Water Act (PL 93-253) and the North Carolina State Administrative Code (ISA NCAC 18C) which require municipal water supplies to have active backflow and cross connection programs enacted via a backflow and cross connection ordinance to prevent public water supplies from becoming contaminated by plumbing, water vessels, and other sources of water that typical water users have. At that time Council wanted several changes to the proposed ordinance to make the ordinance easier to read and less onerous for the Town. Those changes have been made.

Adoption of this ordinance does not require a public hearing, but because the ordinance creates requirements for certain types of water users, a public hearing has been scheduled for July 1, 2020. Notice of the public hearing was published in the June 18<sup>th</sup> and June 25<sup>th</sup> edition of the *Nashville Graphic*. Adoption of this ordinance will occur at the July 7, 2020 Town Council meeting. The ordinance

requires water users with other water sources, boilers, water vessels, and water equipment piped directly to the Town's water distribution system to install backflow prevention devices on their water service lines and in some cases have those devices tested yearly to make sure they work. The cost of the backflow devices and their testing is an expense of the water user. Many Nashville water users are already using backflow devices. Mayor Brown turned the meeting over to Mr. Brown.

Mr. Brown stated that he didn't have anything to add, that the summary did a good job of explaining what is trying to be accomplished; he explained that this ordinance is required by the state and briefly explained that this ensures that backflow devices will be placed where they need to be and that they are tested by someone who is certified. Mayor Brown stated that when she was reading through the ordinance that the ordinance stated that a certified backflow prevention assembly tester would be used. She asked if we have anyone certified that works for the Town. Mr. Brown stated that the Town has an ORC and that the Town will use the State's website to look up local certified testers (the site has testers listed by counties). He stated that a lot of plumbers have certified testers as a part of their staff. The department will be creating a database of people that we will be able to choose from.

Mayor Brown asked if we had an employee who knows how or will be able to supervise this process. Mr. Brown stated that the department will have someone who will be able to handle it. He stated that it will be a slow process, but it will be methodical and well thought out. Mayor Brown asked Council if they had any questions. Council Member Taylor asked how residents will know if they are in compliance with the ordinance. Mr. Brown stated that there will be an application process that residents will have to go through. His plan is to have the Town serve as a liaison between the citizens and the contractors performing the work. Plumbers who are completing the work will already be familiar with the process. Inspections will be conducted by the Town to determine locations where backflow connections are needed. The department will contact people as they proceed because this will be something fairly new for most people. Council Member Taylor asked how long a citizen would have to become compliant and Mr. Brown stated that it would be between six (6) to twelve (12) months.

Mayor Pro Tem Burns stated that the ordinance states that in the event of an emergency the Town can shut off water; she asked Mr. Brown if he thought this was for commercial users or if he thought there would be situations where it would also apply to residences. Mr. Brown stated that if it was a residential situation he would imagine that it would be on a secondary tap, not the primary source. He stated that it would most likely be on a sprinkler or irrigation system. Mayor Pro Tem Burns confirmed that the water for the entire house would not be shut off and Mr. Brown stated that was correct.

Council Member Hinton asked Mr. Brown if he had any major concerns about commercial entities or concerns about residences that have wells that are grandfathered in. Mr. Brown stated that residences that have wells for drinking water are not considered a part of the Town's system, so he does not have any concern about that as long as they are not connected to the Town system. Mayor Brown asked if there were any other questions from Council. Council Member Hobbs asked if notifications would be sent to the residents. Mr. Brown stated that there would be a lot of direct contact and direct mail. Once the Town begins using the new bill format he hopes to include information in it as well and eventually including a public works newsletter to send with each bill.

Mayor Brown asked if there were any additional comments from Council and there were none. There were no comments or questions from the public. Mayor Brown thanked Mr. Brown and stated Council would be voting on the ordinance at the next regular meeting. Mayor Brown called for a motion to come out of public hearing. Council Member Hobbs made the motion, seconded by Council Member Hinton. There being no discussion, Mayor Brown called for a vote. The motion was unanimously approved (4-0).

7. Old Business

- a. Special Public Comment Period & Consideration of Z2020-01 Request to Rezone Property at 0 Eastern Avenue from A-1 (agricultural) zoning district to O & I (office & institutional) zoning district. The parcel contains approximately 4.12 acres and is identified as Nash County Tax Parcel Number 381120910025.

Mayor Brown stated that the purpose of this special comment period was to hear from the public in regards to Z2020-01. Staff has not received any additional public comments. Town Council will consider the 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 is identified by Nash County Tax Parcel Number 381120910025. Mayor Brown asked Ms. Price if she has anything that she would like to add. Ms. Price stated that this item was tabled from a previous meeting, that no comments had been received, and that at this point the department is seeking a decision from Council.

Council Member Hinton asked if the Planning Board had met in regards to this rezoning application. Ms. Price stated that they had and they recommended approval. Mayor Brown confirmed that we had no comments and Ms. Price stated that was correct. Mayor Pro Tem Burns stated there was also a write up in the *Nashville Graphic*. Mayor Brown asked if there was a motion to approve the request. Mayor Pro Tem Burns stated that the Council needed to provide a consistency statement when they approve or deny a rezoning request. In looking at office and institutional there are 4.12 acres of land and in the comprehensive plan it is designated for future commercial use. According to the Town Code it is a small district that provides for a space for professional services for certain institutional functions and for medium or high density residential accommodations. This district is extremely versatile and compatible with both commercial and residential. It is a transition area that is typically used between commercial and residential.

This application has been recommended by the planning board as being consistent with our comprehensive plan and for future land use because of that transitional type of district. She stated that someone could make a motion to approve based on that information. Council Member Taylor made the motion to approve Z2020-01, seconded by Council Member Hinton. There being no discussion, Mayor Brown called for a vote. The motion was unanimously approved (4-0).

- b. Special Public Comment Period & Consideration of 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.

Mayor Brown stated that the purpose of this special comment period is to hear from the public in regards to Z2020-02. Staff has not received any additional public comments. Town Council will consider the request to rezone property located at 0 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 is identified by Nash County Tax Parcel Number 381006484519U. Mayor Brown asked if there was a motion to approve this request.

Mayor Pro Tem Burns stated that this is currently zoned business and is listed in the future land use map of the comprehensive plan as commercial. The area behind Food Lion and Wal-Mart is a commercial corridor. The proximal residential area in the area is low and medium density; R-4 is high density. The R-4 designation has the smallest sized setbacks. She stated that she has a problem with the density that would be introduced into this area. She stated that it may not have been interpreted this way in the past but the Town Code states that "it is primarily used or established to accommodate existing residential areas where lot sizes are too small to be appropriate for any other zoning district." This is not an existing residential area; it is a wide open commercial area where the zoning would keep it from being another lot size. She is having difficulty reconciling the R-4 request with our current comprehensive plan and our future use land map.

She stated that Council does not want to stifle any residential development, but she would prefer with the surrounding areas being low or medium density, to see something that is a better fit. Council Member Taylor asked if it was currently zoned as commercial. Mayor Pro Tem Burns stated that it is currently zoned B-1 and the future land use is commercial. She stated that Council needs to ensure that they are preserving enough space for commercial growth and what that commercial growth would look like. She stated that if Council wants to introduce residential into that area that's fine, but they also needed to establish what that residential area would look like. Council Member Taylor stated that based on the other residential areas that are around the area he doesn't anticipate any commercial development in that area.

Mayor Pro Tem Burns stated that if they look at the future land use map they will see that it is commercial; the commercial areas are pink on the map. She stated that the commercial area goes all the way to Oak Level and what they are considering is just south and east of Eastern. Mr. Lansing stated that a representative was present on behalf of the applicant who may be able to answer some of Council's questions. Mr. Lansing asked Mr. Varnell to come forward to speak with Council. Mr. Varnell introduced himself. Mr. Varnell stated that both Wal-Mart and the Food Lion shopping center are developed and the owner is looking at how the rest of the property can be developed. He stated that the future land use map does have the area earmarked as commercial however; the map needs to be fluid as development occurs and the market changes.

Mr. Varnell stated that they were looking for something that was a good transition for the area from commercial out to the Woodfield subdivision. As the transition is made, it would be difficult to go from a 10,000 square foot lot like those in Woodfield. They are trying to transition the area so that it will have smaller lots and as they expand and cross the railroad tracks they would blend to mirror what already exists in the area. The R-4 was chosen for the smaller setbacks; the setbacks allow for a much larger

house to be put on the lot. Another reason the R-4 was selected was the cost of building roads; the cost is approximately \$600 to \$700 per foot and that cost begins to add up when there is a larger area to cover. In addition to that, for every street that they build the Town has to maintain the water, sewer, streets, and sidewalks in those areas. They are trying to accomplish several things, an affordable product for future residents of the Town and to try to keep the maintenance for the area and infrastructure to a minimum.

Mayor Pro Tem Burns asked if the R-6 designation would make much more difference. Mr. Varnell stated that it actually does. He stated that the cost to build and maintain an additional 20 feet would really begin to add up. He stated that it would make a difference if the lots were valued at \$50,000, but with lots valued at \$20,000 to \$25,000 they are barely able to make it work. The extra twenty (20) feet makes a big difference. Mayor Pro Tem Burns confirmed that for this phase they are looking for smaller lots, but for the next phase the lots would be larger. Mr. Varnell stated that for now the first phase is on this side of the railroad track and that there may be a second phase on this side of the railroad track. The goal would be to make the transition as the development crossed the railroad track. He wouldn't confirm how the next phase would be zoned but stated the goal was to transition as the development crossed the railroad tracks.

Mayor Pro Tem Burns stated that she is concerned about the high density being within that area, an area that already is a dense commercial area. She stated that she could understand the reasoning behind the request and the want to transition. Mr. Varnell stated that ideally it would be commercial, but unfortunately they haven't been able to push commercial development back in the area. They are trying to determine what the next product type is. He stated that it could be apartments, duplexes or town homes; they wanted a single style family home and that is why they went with the highest density single family home. Council Member Taylor stated this is for residential housing on the north side of the railroad track; he is concerned that once this is completed that on the other side of the track they would try to place commercial there and it will break up the flow of housing. He doesn't want to see commercial come in on the south side of the track. Mr. Varnell stated that he agreed from a planning standpoint that if they go with residential they should stick to residential and not go back and forth between residential and commercial.

Mayor Pro Tem Burns asked if that would apply to the east side as well; she asked if they would be losing the entire commercial corridor by approving the request. Mr. Varnell stated to some degree yes; he stated that it could be used for some office use, but he felt heavy commercial development in that area was done. He stated that businesses do not want to go back that far; they are not wanting to come off of Eastern Avenue. Mayor Pro Tem Burns asked if that would remain the same with expanding the road and Mr. Varnell stated that they do still not want to move into that area. He stated that it doesn't mean it wouldn't or couldn't, but that is not the case now. Mayor Pro Tem Burns stated she was unsure where commercial growth would go. Council Member Taylor stated that commercial would most likely want to stay on the side that's facing the expansion. Council Member Taylor stated that this was his only concern and that the Town does need more residences.

Council Member Hinton asked what the square footage will be. Mr. Varnell stated that the product is 38x50; that will put each house around 1900 to 2000 square feet. Council Member Taylor asked if there would be 104 lots, and Mr. Varnell stated he believed that was correct, but they are currently only looking at forty (40). Mayor Brown asked if there were any additional questions. Council Member Hobbs stated that she as well had some concerns about the density and with the entire area along Oak Level Road becoming residential. She stated she understood what Mr. Varnell had explained, but it would be nice if they could get something to come that way that would be commercial. She asked if they start out a high density how easy would it be to transition into a lower density such that you are not impacting the homes that already exist in the Woodfield area. Mayor Pro Tem Burns stated that if Council moved forward with the application that something needed to be done about the language in the Code Book regarding the R-4 designation because we are clearly not following what the intent was. Mayor Brown asked if there were any additional questions for Mr. Varnell. There being none, she thanked Mr. Varnell.

Mayor Brown called for a motion to approve Z2020-02. Council Member Taylor made the motion, seconded by Council Member Hinton. There being no discussion Mayor Brown called for a vote. Council Member Taylor and Council Member Hinton voted for the application and Council Member Hobbs and Mayor Pro Tem Burns voted against the application. Council Member Taylor stated that he believes that once the residential area crosses the railroad track that it would need to remain residential and that any commercial that would be established would need to be on the north side of the track. Mayor Brown asked if we would have to change it back to commercial once we approved this and Council Member Taylor stated that they would not. Ms. Price stated that it is only rezoning the one parcel. Mayor Pro Tem Burns stated that it would change it on the map and Ms. Price confirmed that was correct. Mayor Brown confirmed that they were only considering one area and Ms. Price stated that was correct. Ms. Price stated that the Planning Board recommended approving the applicant's request. Mr. Lansing stated that with the new comprehensive plan and the new future land use map, that before phase two the Council will be able to designate what future commercial and residential growth will look like in those areas. The property owners are reserving area on Eastern Avenue for future commercial growth while being realistic about what already exists. The area behind Wal-Mart has been open and available for twelve (12) years with no development or potential commercial development to go there. He stated that what Mr. Varnell is saying is that commercial is just not migrating into that area and that may change once the road expansion occurs. Mayor Pro Tem Burns asked if the R-6 designation would be a good designation into the Woodfield Subdivision and if Woodfield was zoned R-6. Ms. Price stated that Woodfield was designated R-10. Mayor Brown confirmed that they would only approve the one area and that the Planning Board recommended approval. Ms. Price stated that was correct and that any other rezoning would come before Council as well. Mayor Brown voted in favor the request. The motion was approved (3-2; Mayor Brown, Council Member Taylor and Council Member Hinton voted for and Mayor Pro Tem Burns and Council Member Hobbs voted against).

c. Consideration of the Adoption of the Town of Nashville Fire Station II Capital Project Ordinance.

Mayor Brown stated that on June 15, 2020 the Nash County Commissioners approved the Town of Nashville's request to increase the N S Gulley Fire ad valorem tax rate to \$0.15 per \$100. Attached is the

Fire Station II Capital Project Ordinance which dedicates increased tax revenue for the construction of a second fire station. Mayor Brown asked if there was any discussion in reference to the ordinance. Council Member Hobbs stated that in her experience once we receive solid figures for the construction of the project we would set up the project construction part of the budget. She understands that we need something now in regards to the purchase of the land, permitting and professional services, but she would like it noted in the minutes that at such time that we receive valid figures through a bidding process that the ordinance be amended. Mayor Brown asked if there were any additional comments.

Council Member Hinton stated that in August of 2019 when Mr. Lansing presented the information to Council the cost was going to be \$1,000,000 and anticipated to be 7,200 square feet; now the cost is \$1,400,000. She asked if we were held to the \$1,400,000 or \$1,000,000. Mr. Lansing stated that the ordinance sets the project at \$1,400,000. When the figures were first presented the Town was looking at receiving a gift of three (3) acres of land. That is not the case anymore and the Town will have to purchase land. Council Member Hinton stated that she understood, but \$100,000 is allotted for that. Mr. Lansing stated that before moving forward the Town will have to make a request for professional services and architects and they will provide cost estimates for the actual project. The numbers presented are the staff's best estimate. The initial estimates were based on research the Fire Chief completed and found surrounding stations had been built for. He explained that we will have legal, land acquisition, surveying, and architects; the Fire Chief had strictly looked at construction cost and none of the ancillaries that go along with that.

Council Member Taylor stated that initially we were looking at only needing two (2) acres of land, but after taking into consideration the radius that would be needed for the ladder truck to be able to turn we increased it to three (3) acres and Mr. Lansing stated that was correct. Mr. Lansing stated that doesn't mean we can't get a good deal on land and that Mayor Brown had a good plan for that. Council Member Hinton asked if the sketch they had was still accurate. Mr. Lansing stated that was the staff's idea of what we would like the firehouse to look like. The actual dimensions, size and layout will be determined by the architect. Council Member Hinton stated that we were at the \$1,400,000 and not the \$1,000,000 and Mr. Lansing stated that was correct. Council Member Hobbs asked if we thought the \$100,000 would cover the land purchase and the permitting. Mr. Lansing stated he did not know if it would cover the complete cost, but it would get the Town started. He stated it may cover the land purchase and the initial architect fees. Mayor Brown stated that the cost could really balloon, and Mr. Lansing stated that parts of it could, but he doesn't believe that the project will cost more than the \$1,400,000. They will not know until the Town hires an architect and they being working on designs.

Council Member Hinton stated that there are a whole lot of ifs. She asked what the \$0.03 translates into and Mr. Lansing stated it would generate approximately \$120,000 a year. Council Member Hobbs stated she doesn't mind moving forward with the project ordinance; she is unsure what the figure would be. She would be ok with leaving it at \$100,000 as long as when we receive an accurate cost that the ordinance is amended. Mr. Lansing stated that we could do that. Council Member Hobbs asked what amount he thought should be there and Mr. Lansing stated that \$100,000 was budgeted in the 2020-2021 fiscal year budget. Council Member Hobbs stated that it would get us started and Mr. Lansing stated that was correct. Council Member Hobbs made the motion to approve the project ordinance at a

rate of \$100,000 in order to continue to pursue the project, land purchase, architectural fees and permitting type fees, and then at such time that we have valid project cost we come back and amend the ordinance, seconded by Council Member Hinton. There being no discussion, Mayor Brown called for a vote. The motion was unanimously approved (4-0). The ordinance was adopted as follows:

**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.

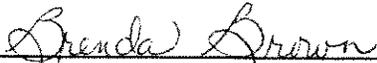
Section 7: The Finance Officer is directed to report, on a quarterly basis, the financial status of the Project.

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.

Adopted this 1<sup>st</sup> day of July, 2020.

  
Brenda Brown, Mayor—Town of Nashville

ATTEST:   
Antonia Silver—Town Clerk



#### 8. New Business

- a. Discussion of the construction of an over the surface route for stormwater flow for flooding on Par Drive, Aubrei Court & Village Lane

Mayor Brown stated that this was in regards to the flooding that occurred recently in the area and asked Mr. Lansing if he would like to come forward to discuss this with Council. Mr. Lansing stated that Stoney Creek flooded about two (2) weeks ago and at that time we received about six (6) inches of rain in about eight (8) hours. This particular part of Town which includes Par Drive, Windy Oak Drive, Laurel Springs, Village Lane and Aubrei Court is relatively flat. The amount of water received was too much for stormwater for the infrastructure to handle. Mr. Lansing and Mr. Varnell of Stocks Engineering have gone out into the field and looked at the area since the flooding occurred. Prior to the meeting Mr. Lansing passed around photos of Don Kelly's house the next day, and he had eight (8) inches of water surrounding his home, in his home, and out to Windy Oak Drive.

Mr. Lansing and Mr. Varnell discovered that the twenty-four (24) inch pipe in the ground does not have an over-the-land route, so when the capacity is exceeded the water doesn't go anywhere; it backs up and flows through Mr. Kelly's property. Mr. Lansing suggested constructing a swell over the pipe; it would then have an over the land route to flow and would not have the amount of street flooding we experienced. He had hoped to have some bids from contractors to complete the project but has not received any as of yet. It appears to be a relatively inexpensive way to address the problem. Mr. Lansing stated that this would not cure the problem because the land is so flat and the Town can't build infrastructure large enough to carry that much water. Mr. Varnell located a study that was done in 2004 and the study showed extremely low elevation in the area; it is almost dead flat.

Mayor Brown stated that they are taxpaying citizens and that we need to take care of them. We do not need for this to happen to them again, she thinks that they need to move forward with it. Mr. Lansing stated that if they have additional questions Mr. Varnell can provide answers as well. Council Member Hinton asked if this had occurred before. Mr. Lansing was unsure that it happened to this extent and Mayor Pro Tem Burns stated that the homeowner stated if it had happened with Hurricane Matthew. Mr. Lansing stated that it was a lot of water, and Mayor Brown stated that it was and that if it was one of their homes they would want it fixed. Mayor Pro Tem Burns stated it was important especially with hurricane season upon us. Mayor Brown asked if it was related to the land that the Town was having trouble getting fixed. Mr. Lansing stated that since there is no over-the-land infrastructure it causes flooding in that area.

Council Member Taylor asked what proximity would the over lay drain be placed in relation to the existing drainage system. Mr. Lansing stated that they suggest a forty (40) foot drainage easement that could start on either side and be an equal twenty (20) feet. It would be very gradual and enough that when the pipe is full there would be somewhere for it to go. It would be a dry bottom at all other times, it would have grass that would be mowed and that could be played upon. Council Member Taylor asked if it would create erosion and Mr. Lansing stated that he did not think so; water would only flow through it once every three years when we get heavy rain. Council Member Taylor asked if we would have to place rock there and Mr. Lansing stated he did not believe so.

Mayor Pro Tem Burns stated that Mr. Lansing stated it will not cure the problem; she asked if it will clear it up enough for the home owner and the other home owners in the area. Mr. Lansing stated that he hopes so, but to really answer that question the Town will have to have a more detailed stormwater study. Mr. Varnell has prepared a cost estimate for doing that and if Council wishes they can discuss that with him; he stated that they did not have to make a decision tonight it will be on the next agenda for continued discussion. Mr. Varnell stated that he, Mr. Lansing and Mr. Brown did go out and survey the area and that some work had been done in that area in 2004 and that is why they had a few surveys of the area and what could be done. In 2004 they re-grated the ditch which is about at the bottom of this system and over fifteen (15) years' worth of time some sediment build up has occurred and shifted some things.

Mr. Varnell stated that his biggest concern is shifting the problem downstream. By fixing the problem upstream it will cause the water to flow faster downstream. He doesn't want to solve the problem for one homeowner and create a problem for another homeowner; then we begin to chase the issue downstream. They want to look at the area as a whole and spend the Town's money wisely in the right locations; we don't just want to fix spots that are hot spots right now. They would like to develop a comprehensive plan that encompasses the area from Par Drive all the way through the bottom of South Creek. The drainage areas around this area drain fine with no problems. He is leery to complete this project and then a few years down the road it has caused a problem for an adjacent land owner. Council Member Taylor asked how many more construction sites there were in these areas. Mr. Varnell stated that he believed South Creek was completed but he wasn't sure about Par Drive. Mr. Lansing stated that there are none on Par Drive, but a few on Village Lane. Mr. Varnell stated that area is in the

same drainage area. Council Member Taylor asked if a few was two or three or a half a dozen and Mr. Lansing stated a half a dozen.

Mayor Pro Tem Burns asked how long the study would take and Mr. Varnell stated once started it would be about four (4) weeks. Council Member Hinton confirmed that he would be doing a more comprehensive study. Mr. Varnell stated that it would not be so extensive that it would take a year to complete, but long enough to get enough good information to help determine how to best spend our money in the best way to try to solve these problems. It will help them fix the current problem without creating another problem. It will not be a one hundred page report, it will be a ten (10) to twenty (20) page report that will be a good summary of what is going on. Mayor Pro Tem Burns stated at the end of the day that this may still be the best option. He stated that they may have to lower the road in that scenario; they have to make sure that water keeps flowing and doesn't stop somewhere else.

The problem with drainage is that drainage systems are designed for a certain storm event, but they can't be designed for every type of event. Every type of drainage system will fail and all storms are different. The flood of 1999 caused flooding in different places in Nashville just because of the way the rain came. They try to pick a storm system to build upon; NCDOT states that they pick a storm based on every twenty-five (25) years. A lot of our in Town systems are based on ten (10) year systems and what we want is an emergency overflow. Everything does fail and it will fail at some point and hopefully when it does it has somewhere else to go other than someone's crawl space or house. Council Member Hinton asked Mr. Varnell if the six (6) to seven (7) inches of rainfall we received was highly unusual. She stated she had never seen anything like it other than a hurricane. Mr. Varnell stated that it was unusual, especially in June. He stated that we say a ten (10) year storm drain and we don't mean it will happen every ten (10) years; we mean there is a ten (10) percent chance that it will happen this year. If you get a lot of rain over a period of days compared to receiving the same amount of rain in a six (6) hour period it is going to affect how the storm drainage system works.

Going back to the flood of 1999, there wasn't a lot of localized flooding it was regional flooding. We started receiving water from the Tar River and Stoney Creek. What we saw with Matthew and this storm event was very localized flooding. We saw some flooding in the Tar River and Stoney Creek, but the cause in the flooding we saw in the adjacent areas here the regional rainfall that was backed up in the area. The event we just had almost got to the 1999 flood stage level. Mayor Pro Tem Burns recommended that we move forward with the study. Mr. Lansing asked Mr. Varnell if he had a cost for the study and Mr. Varnell stated it would be \$12,400. Mr. Lansing stated that the money would come from the funds allocated for stormwater projects and from the money in capital reserves for future stormwater projects. He stated it would also be the place where we would get the money for the over-the-land route. Mayor Pro Tem Burns asked if he had an approximate amount of what that might be and Mr. Lansing stated he did not. He stated that both roads would be cut down but it would be very gradual and that the surface would have to be put back.

Mayor Brown called for a motion to move forward with the study for \$12,400. Mayor Pro Tem Burns made the motion, seconded by Council Member Taylor. There being no discussion, Mayor Brown called for a vote. The motion was unanimously approved (4-0). Council Member Hinton asked how much the

stormwater fee brought in each year and Mr. Lansing stated that it brings in approximately \$143,000. Mayor Pro Tem Burns asked if we designate \$30,000 each year. Mr. Lansing stated it is what we designated, but more had been designated in the past. This year designated \$30,000 and we placed \$30,000 in contingency.

b. Resolution 2020-16: Resolution of the Town Council of the Town of Nashville Waiving Library Fines During the Library's COVID-19 Closure

Mayor Brown stated that per Governor Cooper's Executive Order #124, H.D. Cooley Library was closed to the Public from March 16, 2020 to June 8, 2020. As a result Library patrons were unable to return books and other checked out materials to the Library and incurred late return fines per the Library's Late Return Policy. There is a request to waive library fines incurred during the library's COVID-19 closure. Mayor Brown read the resolution aloud. Mayor Brown called for a motion to approve Resolution 2020-16. Council Member Taylor made the motion, seconded by Mayor Pro Tem Burns. There being no discussion Mayor Brown called for a vote. The motion was unanimously approved (4-0). The resolution was adopted as follows:

DRAFT

Resolution 2020-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
NASHVILLE WAIVING LIBRARY FINES DURING THE LIBRARY'S COVID-  
19 CLOSURE

WHEREAS, Governor Cooper's Executive Order #124 closed Harold D. Cooley Library to the Public from March 15, 2020 to June 8, 2020 in response to the COVID-19 Pandemic; and

WHEREAS, Library patrons were unable to return books and other checked-out materials to the Library during this time; and

WHEREAS, per the Library's Late Return Policy, library patrons incurred late return fines during this period;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Nashville, North Carolina that late return fines incurred at Harold D. Cooley Library between March 16, 2020 to July 6, 2020 are hereby waived and expunged.

ADOPTED this the 1<sup>st</sup> day of July 2020 in Nashville, North Carolina.

  
Brenda Brown, Mayor

ATTEST:

  
Jontesca Silver, Town Clerk

(Seal)



### 9. Council Comments

Mayor Pro Tem Burns thanked the citizens who reached out in regards to the zoning issues. These are important issues and they need to hear from the citizens. She also thanked the citizens who reached out about the flooding in their homes; they will not know there is a problem unless they reach out to them.

Council Member Taylor stated that he wants the Council to remain safe as well as the citizens of Nashville.

Council Member Hinton thanked Chief Joyner and Chief Puckett for all the work that they did during the flooding. It was unprecedented. Chief Joyner asked if he could answer her question from earlier. Council allowed. Chief Joyner stated that they staked off the area to take measurements to send to the National Weather Service and the water was gaining nine and half inches every minute, not in height but in spread. Council Member Hinton stated that the flooding in the pictures looked worse than Matthew.

Chief Joyner stated that they know when it touches the bridge they have approximately forty-five (45) minutes before it will be behind Hardees's. He stated that the water moved faster this time.

Council Member Hobbs asked if there would be any State or Federal Funding for this event; Chief Joyner stated that they had applied for funding and that Mr. Lansing could better explain that. Mr. Lansing stated that it is not likely that we will receive any type of disaster declaration. He is pursuing other potential funding for some home buyouts for Indian Trail. He stated that two homes in Indian Trail had been bought in a buyout program the same day Hurricane Matthew hit. Mr. George Jeffries has been helping him with talking with the residents and a lot of the residents seem interested in a potential buyout program.

Council Member Hobbs stated that she believed all the businesses except Dos Hermanos had recovered. Chief Joyner stated that they reopened on Tuesday.

#### 10. Mayor's Comments

Mayor Brown thanked all the departments for their diligence. She thanked the Council for working together. She thanked the citizens for calling in and letting them know about the problems they are having. If they don't know about these issues there is nothing that they can do about it. She is also thankful that the citizens reached out in regards to the rezoning.

#### 11. Adjourn

There being no further business, Mayor Brown called for a motion to adjourn. Council Member Hobbs made the motion to adjourn, seconded by Council Member Hinton. There being no discussion, Mayor Brown called for a vote. The motion was unanimously approved (4-0). Mayor Brown declared the meeting adjourned at 8:08 pm.

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Brenda Brown, Mayor

Attest:

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Jontesca Silver, Town Clerk

The Town Council of the Town of Nashville held a Regular Meeting on Tuesday, July 7, 2020 at 7:00 PM in Town Council Chambers. Members Present: Mayor Brenda Brown, Mayor Pro Tem Kate Burns, Council Member Larry Taylor, Council Member Louise Hinton, and Council Member Lynne Hobbs. Absent: None. Staff Present: Randy Lansing–Town Manager, Tesa Silver –Town Clerk, Anthony Puckett–Police Chief, Chris Joyner –Fire Chief, Lee Brown –Public Works Director and Tina Price–Planner I/Code Enforcement Officer. Others Present: Mark Edwards –Attorney, Fields & Cooper, Ryan King –Attorney, Fields & Cooper and Thomas Gillespie –Recreation Director, Nash County.

1. Mayor Brown called the meeting to order at 7:00 pm.
2. Mayor Brown led the prayer and the Pledge of Allegiance. Mayor Brown welcomed Mark Edwards and Ryan King, attorneys from Fields & Cooper. Mr. Edwards introduced Mr. King; he stated that Mr. King is a new associate to the firm and that Mr. King has already worked on several things for the Town. Mr. Edwards stated that Fields & Cooper has been with the Town for about thirty (30) years and he thanked the Town for retaining them.

3. Public Comments

Mayor Brown thanked the citizens for coming out to the meeting tonight. Mayor Brown stated that there were three (3) people signed up for the public comment period.

Mayor Brown called Diane Parker to the podium and asked her to state her name and address for the record.

- a. Diane Parker of 210 Apache Trail, Nashville, NC approached the podium.

Ms. Parker stated, “I am here tonight concerning the overflow of water at my house. “ Council Member Hinton asked Ms. Parker to confirm her address and she stated that she lives at 210 Apache Trail. Mayor Brown asked Ms. Parker how much water damage she had or how much water she received this time. Ms. Parker stated “this time it was about three (3) feet. This time it got my unit to my house, all my duct work, all the stuff in my storage building, and it swept out all my grandchildren’s toys in the yard. This is the 4<sup>th</sup> time this has happened to me.” Mayor Brown thanked her for her comments.

Mayor Brown called Pauline Johnson to the podium.

- b. Pauline Johnson of 560 Indian Trail, Nashville, NC approached the podium.

Ms. Johnson stated, “There have been a lot of concerns out there. Some homes didn’t get water, but those that did it’s really bad. And someone needs to do something. You know a lot of people aren’t complaining because they don’t have water; they didn’t get any damage. You know it got really bad in ‘99 and I can remember 2016, when it hit in October of 2016 and now this happens. You know it is like no one is showing any concern for our neighborhood because it’s a black neighborhood and that’s just how it is. Somebody needs to step forward and take care of all the problems we are having. Me, myself,

I would love for someone to buy my house out. They say 'oh you will only get the value.' I am fine with that. Give me that and let me go. You know somebody needs to take charge of what's going on out there. We've mentioned before digging the creek out there and someone said that can't be done. But then they can go out here and do all this other stuff that happen you know on the highway. So that's my concern. You know I had two (2) storage buildings to get damaged again, duct work, a lot of stuff. Installation need changing. All that stuff gets wet, you know, and you have to replace it. You can't live there like that. So I just wanted to express how I feel about it. Somebody needs to do something; come talk to us. One of the chiefs from the fire department came through our neighborhood that Friday on the 19<sup>th</sup> and, which I missed him because I was at the hospital having a procedure done, and so no one talked to me and so I'm like okay, I'm going up here to see if I can voice my opinion. And I called Mr. Joyner a couple of times but he never replaced my call. I just ask you all to take a good look at what is going on. A lot of the homes people are comfortable, they are renting and they don't want to make that step, but there are many that would love to be bought out. You know on the street that I live on it's a low end bottom. None of those houses should have been built, not a one. They are the same ones that get really bad every time." Mayor Brown thanked Ms. Johnson for her comments.

Mayor Brown called Lynette Richardson to the Podium.

c. Lynette Richardson of 540 Indian Trail, Nashville, NC approached the podium.

Ms. Richardson stated, "I would like to reiterate what they just said. When this season, this time of year comes, we have to live in constant fear because we don't know when the water is coming. And to be in your home one minute and just doing whatever you are doing and you look down the road and here's all this water coming. You have to hurry up and get your vehicles out the yard. I have packed up so many times that I have said no more; if it gets done it gets done. I added flood insurance and it's another bill but we have to have it. In the neighborhood it's going to be more than just that water pretty soon someone is going to get hurt because it can come at any time. So we are just here to see if our presence - or just let it be known - can make a difference. Thank you." Mayor Brown asked Ms. Richardson how much damage she had this time and she stated she did not have a lot of damage this time. She stated that it came up in the yard this time; she lives around the corner from Ms. Johnson so she is a little higher, however her home is in the worst flood zone. Mayor Brown thanked her for her comments.

#### 4. Presentation

a. Nash County Recreation & Senior Services Glover Park Capital Project Improvements

Mayor Brown stated that per the Inter-Local Agreement between the Town of Nashville and Nash County for Nash County to provide field athletic sports programs at Glover Park, the Town is to budget \$20,000 a year for capital improvements at Glover Park, and to hold the money until the Council approves the capital improvements requested by Nash County Recreation & Senior Services for Glover Park. Attached for the Nashville Town Council's consideration are Nash County Recreation & Senior Services' requested capital improvements for Glover Park for FY 2021 which began July 1, 2020. Mayor Brown turned the meeting over to Thomas Gillespie, Recreation Director for Nash County.

Mr. Gillespie provided Council with a brief update on the merger. Spring sports were cancelled due to COVID-19, but prior to the cancellation there were 200 participants signed up for soccer at Glover Park, 250 participants signed up for baseball, softball, and T-ball at Glover park, 160 participants for flag football at Nashville Elementary and Glover Park, and 150 adult participants for flag football at Glover Park. Summer sports have been cancelled as well; the County is offering Summer Camps with limited participation. The camps are following protocols that were given by the Department of Health and Human Services including sanitizing, social distancing, and each camp only has twenty (20) participants. The County has offered soccer and baseball camp at Glover Park and football and cheerleading camps will be offered in a few weeks.

At the moment baseball is really the only organized sport that the County is offering due to social distancing. The County is looking for guidance from the Governor to determine if they will be able to offer other athletic opportunities, specifically if we are going to be moved into Phase Three (3). Council Member Taylor asked Mr. Gillespie to repeat the first two numbers he provided to Council. Mr. Gillespie stated that there were 200 participants for soccer and 250 participants for baseball, softball and T-ball. Mr. Gillespie stated that they saw numbers begin to decline at the onset of COVID-19.

Mr. Gillespie directed Council to the presentation he passed out prior to the meeting. The first project that he and his staff identified at Glover Park was a baseball dugout improvement project. This project would consist of installing metal dugout coverings for baseball fields 1, 2, 3, & 4. Currently there are temporary shade structures over each dugout and the temporary shade structures fail to cover the entire dugout. He considers this to be a hazard; A kid could hit a foul ball and it could go between the shade structures. The current coverings could also pose a problem if a slight rain were to come; if there is a light drizzle sometimes the kids are allowed to continue to play. Providing the metal coverings would allow for additional protection during inclement weather. They would like to have those coverings installed by the beginning of the fall and they are hoping to attract several tournaments at the park over the next couple of years. They have four upcoming tournaments and the dates are: July 11<sup>th</sup> and 12<sup>th</sup>, July 25<sup>th</sup> and 26<sup>th</sup>, July 31<sup>st</sup> and August 1<sup>st</sup>, and August 7<sup>th</sup> through the 9<sup>th</sup>. Participants come from all over North Carolina, Virginia and Georgia. Mr. Gillespie would like to get the dugouts completed as soon as possible. The estimated cost is \$8,800 for eight (8) baseball field dugouts. This is the lowest cost estimate that they received; the County is working on dugout projects at other parks as well and the cost estimate is the same. Mr. Gillespie asked if Council had any questions about project proposal #1 and there were none.

The next project that County staff identified was the multipurpose and soccer field improvement project. They would take down and reinstall approximately 462 linear feet of 4'X11' ½ gauge chain link fence and add approximately 40 linear feet of 4'X11' ½ gauge chain link fence by reusing all the existing materials. The project would yield an additional field that could be used for either soccer or football. The County hosted the Veteran's Football Day Classic this past year and they wanted to utilize two (2) fields. They realized that even with using the soccer fields there was not enough space to have two (2) fields. If restrictions are lifted with COVID-19, they hope that the Football Classic will return along with fall football; they are also anticipating a high volume of participants. There is potential to also use the football field at Nash Central Middle as well. This project will also give additional space for soccer fields;

after the merger the older children had to play on the football field because of the dimensions on the current field and there not being enough space. Removing the chain link would allow the older kids and adults to play in the soccer complex. They would like to have this completed by the end of fall; it will depend on what Council decides to spend the funding on for this fiscal year. The estimated cost for this project is \$2,611. The fencing would be extended to the scoreboard of the baseball area. Mayor Brown asked how many trees would need to be removed. Mr. Gillespie stated that none would need to be removed from the front area and that the trees behind it had already been removed. Mayor Pro Tem Burns asked how close this would get to the basketball courts. Mr. Gillespie stated that it is not that close; he did not know the exact proximity. He doesn't foresee this being a problem; it will create a barrier between the fields and the basketball court. Council Member Taylor asked how much local participation was included in the upcoming baseball tournament. Mr. Gillespie stated that it varies, that there are kids from Nash County who play travel ball but, there are teams from other counties as well.

The third project staff identified was the scores tower and office building improvement project. They would like to repaint the floors at the concession stand, the bathrooms, office area, and second floor of the scores tower. The contractor would grind to remove the existing paint and prep the floor for a new epoxy finish. The contractor would paint the floors with two (2) coats of 100% solid epoxy coating. They would like to do this due to the wear and tear from cleats and other items the floors have experienced; the floors in the building need to be repainted and they are not sure the last time that they were painted. They would like to have this project completed by June and the estimated project cost is \$4,745. Mr. Gillespie provided pictures of what the floors currently look like and if Council decides to move forward with the project what they will look like. Council Member Hinton stated that the information Council received in their original packets was different; Mr. Gillespie stated that he changed the information. Council Member Hinton confirmed the June 30, 2020 completion date and Mr. Gillespie stated that it should read 2021.

Mr. Gillespie stated that the fourth project staff identified was the electrical improvement project at the football field. This project would furnish labor and materials to install power wiring from the main panels to the junction box on the wood post near the football field booth. The power wire will be trenched from the wood post to the scoreboard and the football booth. This was not included in the original documentation Council received because he received the quote from the vendor yesterday. Currently the only power at the football field is coming from the main control panel, which is located between fields 1 and 2. To access power at the football booth and scoreboard, staff has to run an extension cord from the main control panel to an outlet behind field 1. This would be extended behind baseball field one to an outlet near the centerfield of the outfield. This would provide power to the press box and the scoreboard. We are looking to get a junction box behind center field and this would eliminate the use of the extension cord. The estimated cost for the project is \$4,000 and this project is considered high priority for him and his staff, especially if there is a football season.

The fifth project County staff identified is the Musco control link project. Musco's control link is a reliable, cost effective system that controls and manages recreational facilities. There are two (2) ways to manage control link: you can directly manage schedules using the web-based system and/or Musco app, or you can talk to full time control-link support staff. The County has this system currently in place

at Ennis Park in Red Oak and the system allows them to eliminate giving staff keys. He is also able to turn on lights to facilities from his phone when needed. During the spring, prior to COVID-19 they had to give out keys not only to staff, but to coaches; by implementing this it would not only eliminate giving keys out to staff, but it would also increase security. The estimated cost of this project is \$10,500 and they would like to have it completed by July 1, 2021.

The final project that County staff identified was the lighting improvement project on the athletic fields and he believed this was a project that former Town staff had identified as well. The project would replace twenty-four(24) 1500W halide lamps on baseball field 1, forty-two (42) 1500W halide lamps on baseball field 2 and twenty-eight(28) halide lamps on football field 1; giving the park a new lighting system. To his knowledge the lamps have not been replaced since 2002. There are several light fixtures that are out at the moment. It would be more cost effective to replace all the lights at the same time. The estimated project cost is \$16,880; broken down by field: baseball field 1 is \$5,500, baseball field 2 is \$5,880 and the football field is \$5,500. Council Member Hinton wanted confirmation on the cost for each field. Mr. Gillespie stated that baseball field 2 will cost \$5,880 and that the other two fields would cost \$5,500; he stated that they cost less because there are not as many lights to replace. Mayor Pro Tem Burns stated that baseball field 2 should be done first since that one has the most lights that are out. Mr. Gillespie stated that this is the count for all the lights. Mayor Pro Tem Burns asked what he would pick as a priority out of the lighting project. He stated that they get more use out of the baseball field, along with the fact that they want to continue to attract tournaments. Mayor Pro Tem Burns asked if the price would be the same if they were broken down and done separately. Mr. Gillespie wasn't sure; he stated that the email was forwarded to him from the vendor and that they are the same quotes that had been given to former Town staff.

Council Member Taylor asked what the County would be contributing to these projects. Mayor Pro Tem Burns stated that Mr. Gillespie has presented projects for Council to choose what they want to fund. Council Member Taylor stated that if the Town contributes \$20,000 and the County contributes \$20,000 then we could do it all. Mr. Gillespie stated that he understood what Council Member Taylor was asking however, he could not answer that question. Council Member Taylor asked if he could go back and present the idea to the County and Mr. Gillespie stated that he was presenting to Council. Council Member Taylor stated that Mr. Gillespie would not get an answer until they got an answer from the County. Mr. Gillespie stated that they identified projects for Council to determine what would be funded. Mayor Brown asked Mr. Gillespie what his recommendations would be if the County is unwilling to supply any additional funding. He stated if they flip over to the next page highlighted in yellow are their recommendations for this fiscal year: the baseball dugout improvement project, the electrical improvement project at the football field and the scores tower and office building improvement project which totaled \$17,445. This would give a contingency of about \$2,555 just in case costs have increased due to COVID-19. Mayor Brown confirmed that the County receives all proceeds from tournaments and Mr. Gillespie stated that was correct.

Mayor Pro Tem Burns stated that when looking at the Inter-Local Agreement the improvements for the facilities are definitely under maintenance. She would remove the scores tower and office building improvement project completely because it is for general wear and tear and painting which are listed in

the agreement. Mr. Gillespie stated that he understood what Mayor Pro Tem Burns stated, however he stated that the building would not look the way it does right now if staff had completed proper maintenance of the building. Mayor Pro Tem Burns stated that there is a paragraph within the agreement that discusses that the County is given all revenues from events, tournaments and things like that to cover the cost of staff, the electric bill and other similar expenses. So she feels that the Musco control link control system project is more of a County cost; that it seems to be a way or a convenience for the County to run their staff. She agrees that the other projects are capital improvements and things that the Town should take care of. She suggested removing those two projects. Mr. Gillespie stated that he understood and that he is only presenting so that Council can determine what gets funded. Mayor Pro Tem Burns stated that she understood that these are probably all the things that they have determined need to be fixed that are in their master book. She believes that some of the cost needs to be shared with the County; she could see the Town doing more if the Town was receiving some of the revenue that is generated, but the Town is not. She feels that the other three projects are very important.

Mayor Brown stated that the agreement states that we would give \$20,000 a year for capital improvements and she is happy with giving them the \$20,000, but she agrees with Mayor Pro Tem Burns in regard to the revenue. Mr. Gillespie stated that if the scores tower and office building improvement project is taken out then the first two projects would equal \$12,000; they could then add in the multipurpose/soccer field improvement project which would take the total to \$14,611, if his math was correct. Mr. Lansing stated that it would be right around \$15,411, which would leave almost enough to relamp one field. Mr. Gillespie stated he would be fine with this and that he and staff would determine which baseball field would be priority to be relamped first. Council Member Hinton stated that she was concerned that the information they received in their agenda was different from the information they received tonight. Mr. Gillespie asked if he would be able to move forward with these projects; Council Member Taylor stated he would say yes since the Town is obligated for the \$20,000. Mayor Pro Tem Burns stated that they can move forward with the baseball dugout improvement project, the electrical improvement project at the football field or the lighting improvement project on the athletic fields. Mayor Brown called for a motion to approve the County's use of the \$20,000. Council Member Taylor made the motion, seconded by Council Member Hinton. There being no discussion, Mayor Brown called for a vote. The motion was unanimously approved (4-0).

## 5. Old Business

- a. Request to Amend the Code of Ordinances of the Town of Nashville by creating a new article, article XI entitled "Backflow and Cross Connection Control" in Chapter 38 "Utilities."

Mayor Brown stated that the Federal Safe Drinking Water Act (PL 93-523) and the North Carolina State Administrative Code (ISA NCAC 18C) require municipal water suppliers to have active backflow and cross connection programs enacted via a backflow and cross connection ordinance to prevent public water supplies from becoming contaminated by plumbing, water vessels, and other sources of water that typical water users have. A public hearing was held on July 1<sup>st</sup> for this ordinance amendment. Mayor Brown asked Mr. Lansing to come forward to speak about this.

Mr. Lansing stated that the public hearing was held and that we did not receive any public comments in regards to this. He felt that Mr. Brown did a good job explaining why this is needed and why we need to put this in place. Mr. Brown is also working on an implementation plan for it. Mr. Lansing would like for Council to adopt the Cross Connection Ordinance. Council Member Hobbs stated that in the ordinance under section 38-535 Responsibilities, that under consumer it states that "The consumer at his or her own expense, shall install, operate, test, and maintain approved backflow prevention assemblies as directed by the Town. The consumer shall maintain accurate records of test and repairs made to backflow prevention assemblies and shall maintain such records for a minimum period of three years." She confirmed that the consumer listed is the citizens. Mr. Brown stated that was correct and that the ordinance will help the Town to incorporate checks and balances for those records. The Town will obtain a copy and the citizen will have a copy. Council Member Hobbs stated she is trying to understand as a consumer; she has a sprinkler system and it is her understanding that they will have to have an apparatus placed on it. So she as the consumer would be responsible for this. Mr. Lansing stated that if Council Member Hobbs has an irrigation system then she most likely will already have a double check valve; that is a backflow device that is not testable

Mr. Lansing stated that this ordinance is really for connections where testing would be required. He provided an example of a funeral home; funeral homes typically have their embalming system directly connected to the water system and the water supply. In the event of a water main break and there is negative pressure to the main, it could get swept into the system, so they are required to have testable backflow devices. They have to maintain records on when the last time they were tested and the results of those tests, and they are required to share those records with the Town. In the event that we do not have a record or we cannot find a record, the Town can then reach out to that particular customer to ask for the record.

Council Member Hinton stated that on page nine (9) under 38-537 it states "All facilities which pose a health hazard to the potable water system must have a containment assembly..." ; she asked if we had any concerns about any commercial establishments or industries. Mr. Lansing stated that they have not been made aware of any and that this has been a requirement since 2003. Although the Town did not have this ordinance in place, those industries already have these types of devices. They are likely already maintaining these records that we are requiring and that the Town is a little behind on this. Anyone that already uses water processing at all would already have these devices in place; already having a licensed plumber with a certified tester come out and perform an annual inspection. We will now have a local program where the Town will now be receiving that information and requiring that information. Mr. Brown stated that the Town will become privy to this information and it will support our requirements to the State. He believes the biggest obstacle will be finding the residential scenarios, but that commercially and industrially the Town is okay.

Council Member Taylor asked if all residential homes would have to have some type of apparatus on it. Mr. Lansing replied that only the ones with an irrigation system would; he stated that if people have had a plumber come in and do some work then they most likely have a backflow system. Council Member Taylor wanted to ensure that everyone would not need this and Mr. Lansing stated they would not until they do any upgrades to their plumbing. Council Member Hinton asked who would be in charge of

checking this and if we had anyone who is certified. Mr. Brown stated that he would be acting as the ORC for the program and the department is identifying employees who will be working within the program that will be going out and completing inspections in locations that need to be tested. Mr. Brown is also researching a company that could handle the administrative piece of the program through the Town. That company makes their revenue by acquiring the backflow tester fee from the consumer in need of the test, while working for a flat fee for the Town. Council Member Hinton clarified that we would not need a certified tester. Mr. Brown stated we would not need a certified tester but the Town does have to have the cross connection ORC which would be Mr. Brown. Mr. Lansing asked Mr. Brown to explain what an ORC is and Mr. Brown stated that it is the Operator in Responsible Charge.

Council Member Hinton stated that she reviewed the penalties and that the maximum fee is \$10,000; it appears that it can be appealed for a very long time. She stated that she understands due process, but with such a lengthy process the system could be poisoned. Mr. Brown stated under those circumstances we would have a conversation with our attorney at Fields and Cooper. Mayor Pro Tem Burns asked if in that type of situation if it would be considered an emergency; if they would go in and fix it. Mr. Brown stated that in that type of situation they would go in and fix what they could or shut the water off.

Council Member Hinton stated that under section 38-537 (b) it states that "No person shall fill special use tanks or tankers containing pesticides, fertilizers, other toxic chemicals..." she asked if this would include pressure washers because they are filling up tanks. Mr. Brown said that unless staff is present when they are filling up their tanks it is hard to control; staff is under the impression that when the pressure washers are filling up their tanks that they are providing a portable air gap as they are filling. Council Member Hinton stated that she asked this because the Town has a lot of pressure washing going on because the Town has a lot of mold.

Mayor Brown asked if there were any additional questions and then thanked Mr. Brown. Mayor Brown stated that the manager's recommendation is to adopt the proposed Backflow and Cross Connection Control Ordinance and codify it into Chapter 38 of the Nashville Town Code. Mayor Brown called for a motion to adopt the ordinance. Council Member Hinton made the motion, seconded by Mayor Pro Tem Burns. There being no discussion, Mayor Brown called for a vote. The motion was unanimously

approved (4-0). The ordinance was adopted as follows:

**ORDINANCE OA-2021-01**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE TOWN OF NASHVILLE BY CREATING A NEW ARTICLE XI ENTITLED "BACKFLOW AND CROSS CONNECTION CONTROL" IN CHAPTER 38 "UTILITIES"**

BE IT ORDAINED by the Town Council of the Town Nashville, North Carolina

SECTION 1. NEW ARTICLE: The Code of Ordinances of the Town of Nashville, Nash County, North Carolina is hereby amended by creating a new Article XI entitled "Backflow and Cross Connection Control" in Chapter 38 "Utilities", which read as follows:

**ARTICLE IV. BACKFLOW AND CROSS CONNECTION CONTROL**

**Sec. 38-532. Introduction.**

- (a) The purpose of this Backflow and Cross Connection Control Ordinance (this "Ordinance") is to define the authority of the Town of Nashville (the "Town") as the water purveyor in the elimination of cross connections within its public potable water supply.
- (b) This Ordinance shall apply to all users connected to the Town public potable water supply regardless of whether the user is located within the boundaries of the Town or outside of the Town boundaries in the Extra Territorial Jurisdiction (ETJ).
- (c) This Ordinance will comply with the Federal Safe Drinking Water Act (PL 93-523), the North Carolina State Administrative Code (15A NCAC 18C), and the North Carolina State Building Code (Volume II) as they pertain to cross connections with the public water supply.

**Sec. 38-533. Objectives of Ordinance.** The specific objectives of this Ordinance are as follows:

- (a) To protect the public potable water supply of the Town against actual or potential contamination by isolating within the consumer's water system contaminants or pollutants which could, under adverse conditions, backflow through uncontrolled cross connections into the public watersystem.
- (b) To eliminate or control existing cross connections, actual or potential, between the consumer's potable water system and non-potable or industrial piping system.
- (c) To provide a continuing inspection program of cross connection control which will systematically and effectively control actual or potential cross connections which may be installed in the future.

**Sec. 38-534. Definitions.** The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Air-gap separation* means a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. An approved air-gap separation shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the receiving vessel, but in no case less than one inch (2.54 cm).

*Approved* means, as used in reference to a water supply, a water supply that has been approved by North Carolina Department of Environmental Quality ("DEQ"); or, as used in reference to air-gap separation, a pressure vacuum breaker, a double check valve assembly, a double check detector assembly, a reduced pressure principle backflow prevention assembly, a reduced pressure principle detector assembly, or other backflow prevention assemblies or methods that meet the approval of the Town.

*Backflow* means the undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the consumer or public potable water system from any source or sources.

*Backflow prevention assembly--Approved.* The term "approved backflow prevention assembly" means an assembly used for containment and/or isolation purposes that has been investigated and approved by the Town and has been shown to meet the design and performance standards of the American Society of Sanitary Engineers (ASSE), the American Water Works Association (AWWA), or the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California. The approval of backflow prevention assemblies by the Town is based on a favorable report by the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California, recommending such an approval. To be approved, an assembly must be readily accessible for in-line testing and maintenance.

*Backflow prevention assembly--Unapproved.* The term "unapproved backflow prevention assembly" means an assembly that has been investigated by the Town and has been determined to be unacceptable for installation within the Town water system. Consideration for disapproval and removal from the "approved list" shall be based up on, but not limited to, the following criteria: (i) Due to poor performance standards (i.e. , significant failure rate); (ii) lack of or unavailability of repair parts; and/or, (iii) poor service or response from assembly's factory representative.

*Backflow prevention assembly--Type* means an assembly used to prevent backflow into a consumer or public potable water system. The type of assembly used should be based on the degree of hazard either existing or potential. The types are:

- 1) Double check valve assembly (DCVA).
- 2) Double check detector assembly (fire system) (DCDA).
- 3) Pressure vacuum breaker (PVB).
- 4) Reduced pressure principle assembly (RP).
- 5) Reduced pressure principle detector assembly (fire system). (RPDA).

*Backflow prevention assembly tester--Certified.* The term "certified backflow prevention assembly tester" means a person who has proven his/her competency to the satisfaction of the Town. Each person who is certified to make competent tests, or to repair, overhaul, and make reports on backflow prevention assemblies shall be knowledgeable of applicable laws, rules, and regulations, shall be a licensed plumber or have at least two years' experience under and be employed by a North Carolina licensed plumber or plumbing contractor, or have equivalent qualifications acceptable to the Town, and must hold a certificate of completion from an approved training program in the testing and repair of backflow prevention assemblies.

*Backflow prevention device--Approved.* The term "approved backflow prevention device" means a device used for isolation purposes that has been shown to meet the design and performance standards of the American Society of Sanitary Engineers (ASSE) and the American Water Works Association (AWWA)

*Back-pressure backflow* means any elevation in the consumer water system, by pump, elevation of piping, or steam and/or air pressure, above the supply pressure at the point of delivery which would cause, or tend to cause, a reversal of the normal direction of flow.

*Back-siphonage backflow* means a reversal of the normal direction of flow in the pipeline due to a negative pressure (vacuum) being created in the supply line with the backflow source subject to atmospheric pressure.

*Check valve--Approved.* The term "approved check valve" means a check valve that is drip-tight in the normal direction of flow when the inlet pressure is at least one psi and the outlet pressure is zero. The check valve shall permit no leakage in a direction reverse to the normal flow. The closure element (e.g. clapper, poppet, or other design) shall be internally loaded to promote rapid and positive closure. An approved check valve is only one component of an approved backflow prevention assembly, i.e., pressure vacuum breaker, double check valve assembly, double check detector assembly, reduced pressure principle assembly, or reduced pressure detector assembly.

*Consumer* means any person, firm, or corporation using or receiving water from the Town water system.

*Consumer's potable water system* means that portion of the privately owned potable water system lying between the point of delivery and point of use and/or isolation protection. This system will include all pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, store, or use potable water.

*Consumer's water system* means any water system commencing at the point of delivery and continuing throughout the consumer's plumbing system, located on the consumer's premises, whether supplied by public potable water or an auxiliary water supply. The system or systems may be either a potable water system or an industrial piping system.

*Containment* means preventing the impairment of the public potable water supply by installing an approved backflow prevention assembly at the service connection.

*Contamination* means an impairment of the quality of the water which creates a potential or

actual hazard to the public health through the introduction of hazardous or toxic substances or through the spread of disease by sewage, industrial fluids, or waste.

*Cross connection* means any unprotected actual or potential connection or structural arrangement between a public or a consumer's water system and any other source or system through which it is possible to introduce any contamination or pollution, other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices, and other temporary or permanent device through which or because of which "backflow" can or may occur are considered to be cross connections.

*Double check detector assembly* means a specially designed assembly composed of a line-size approved double check valve assembly with a specific bypass water meter and a meter-sized approved double check valve assembly. The meter shall register (in U.S. gallons/cubic feet) accurately for only very low rates of flow and shall show a registration for all rates of flow. This assembly shall only be used to protect against a non-health hazard (i.e., pollutant).

*Double check valve assembly* means an assembly composed of two independently acting, approved check valves, including tightly closing shutoff valves attached at each end of the assembly and fitted with properly located test cocks. This assembly shall only be used to protect against a non-health hazard (i.e. pollutant).

*Hazard--Degree of.* The term "degree of hazard" is derived from the evaluation of conditions within a system which can be classified as either a "pollutional" (non-health) or a "contamination" (health) hazard.

*Hazard--Health.* The term "health hazard" means an actual or potential threat of contamination of a physical, hazardous or toxic nature to the public or consumer's potable water system to such a degree or intensity that there would be a danger to health.

*Hazard--Non-health.* The term "non-health hazard" means an actual or potential threat to the quality of the public or the consumer's potable water system. A non-health hazard is one that, if introduced into the public water supply system, could be a nuisance to water customers, but would not adversely affect human health.

*Hazard Pollutional.* The term "pollutional hazard" means an actual or potential threat to the quality or the potability of the public or the consumer's potable water system but which would not constitute a health or a system hazard, as defined. The maximum degree or intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause minor damage to the system or its appurtenances.

*Health agency* means the North Carolina Department of Environmental Quality ("DEQ").

*Industrial fluids* means any fluid or solution which may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration such as would constitute a health or non-health hazard if introduced into a public or consumer potable water system. Such fluids may include, but are not limited to: process waters; chemicals in fluid form;

acids and alkalis; oils, gases; etc.

*Industrial piping system--Consumer's.* The term "consumer's industrial piping system" means any system used by the consumer for transmission of or to confine or store any fluid, solid or gaseous substance other than an approved water supply. Such a system would include all pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, or store substances which are or may be polluted or contaminated

*Irrigation.* See irrigation system.

*Irrigation contractor* means any person who, for compensation or other consideration, constructs, installs, expands, services, or repairs irrigation systems. An irrigation contractor, who is not a licensed plumber, may only perform work downstream of a backflow preventer.

*Irrigation system* means all piping, fittings, sprinklers, drip tubing, valves, control wiring of 30 volts or less, and associated components installed for the delivery and application of water for the purpose of irrigation.

*Isolation* means the act of confining a localized hazard within a consumer's water system by installing approved backflow prevention assemblies. Disclaimer: the Town may make recommendations, upon facility inspection, as to the usages of isolation devices/assemblies, but does not assume, nor does it have any responsibility whatsoever for such installations.

*Point of delivery* means generally at the property line of the customer, adjacent to the public street where the Town water distribution mains are located, or at a point on the customer's property where the meter is located. The customer shall be responsible for all water piping and control devices located on the customer's side of the point of delivery.

*Pollution* means an impairment of the quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably alter the aesthetic qualities of such waters for domestic use.

*Potable water* means water from any source which has been investigated by DEQ and which has been approved for human consumption.

*Public potable water system* means any publicly or privately owned water system operated as a public utility, under a current DEQ permit, to supply water for public consumption or use. This system will include all sources, facilities, and appurtenances between the source and the point of delivery such as valves, pumps, pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, treat, or store potable water for public consumption or use.

*Reduced pressure principle backflow prevention assembly* means an assembly containing within its structure a minimum of two independently acting, approved check valves, together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve. The first check valve reduces the supply pressure a predetermined amount so that during normal flow and at cessation of normal flow, the pressure between the checks is less than the supply pressure. In case of leakage of either check valve, the pressure differential

relief valve, by discharge to atmosphere, shall operate to maintain the pressure between the checks less than the supply pressure. The unit shall include tightly closing shutoff valves located at each end of the assembly and each assembly shall be fitted with properly located test cocks. The assembly is designed to protect against a health hazard (i.e., contaminant).

*Reduced pressure principle detector assembly* means a specially designed assembly composed of a line-size approved reduced pressure principle backflow prevention assembly with a specific bypass water meter and a meter-sized approved reduced pressure principle backflow prevention assembly. The meter shall register, in U.S. gallons/cubic feet, accurately for only very low rates of flow and shall show a registration for all rates of flow. This assembly shall be used to protect against a health hazard (i.e. contaminant).

*Service connections* means the terminal end of a service connection from the public potable water system, i.e., where the Town loses jurisdiction and sanitary control over the water at its point of delivery to the consumer's water system.

*Vacuum breaker--Atmospheric type.* The term "atmospheric vacuum breaker," also known as the "non-pressure type vacuum breaker," means a device containing a float-check, a check seat, and an air inlet port. The flow of water into the body causes the float to close the air inlet port. When the flow of water stops, the float falls and forms a check valve against back-siphonage and at the same time opens the air inlet port to allow air to enter and satisfy the vacuum. A shutoff valve immediately upstream may be an integral part of the device. An atmospheric vacuum breaker is designed to protect against a non-health hazard, isolation protection only, under a backsiphonage condition only.

*Vacuum breaker--Pressure type.* The term "pressure vacuum breaker" means an assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly is to be equipped with properly located test cocks and tightly closing shutoff valves attached at each end of the assembly. This assembly is designed to protect against a health hazard (i.e., contaminant) under a backsiphonage condition only.

*Water purveyor* means the owner or operator of a public potable water system, providing an approved water supply to the public.

*Water supply Approved.* The term "approved water supply" means any public potable water supply which has been investigated and approved by DEQ. The system must be operating under a valid health permit. In determining what constitutes an approved water supply, DEQ shall reserve the final judgment as to its safety and potability.

*Water supply Auxiliary.* The term "auxiliary water supply" means any water supply on or available to a premises other than the Town's approved public potable water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source such as a well, spring, river, stream, etc., "used water", or industrial fluids. These waters may be polluted, contaminated, or objectionable and constitute an unacceptable water source over which the Town does not have sanitary control.

*Water supply Unapproved.* The term "unapproved water supply" means a water supply which has not been approved for human consumption by DEQ.

*Water--Used.* The term "used water" means any water supplied by a water purveyor from a public water system to a consumer's water system after it has passed through the point of delivery and is no longer under the control of the water purveyor.

**Sec. 38-535. Responsibilities.**

- (a) *Health agency.* The North Carolina Department of Environmental Quality ("DEQ") has the responsibility for establishing and enforcing laws, rules, regulations, and policies to be followed in carrying out an effective cross connection control program. DEQ also has the primary responsibility of ensuring that the water purveyor operates the public potable water system free of actual or potential sanitary hazards, including unprotected cross connections. DEQ has the further responsibility of ensuring that the water purveyor provides an approved water supply at the service connection to the consumer's water system and, further, that the water purveyor requires the installation, testing, and maintenance of an approved backflow prevention assembly on the service connection when required.
- (b) *Water purveyor.* Except as otherwise provided in this Ordinance, it is the Town's responsibility to ensure a safe water supply begins at the source and includes all of the public water distribution system, including the service connection, and ends at the point of delivery to the consumer's water system. In addition, the water purveyor shall exercise reasonable vigilance to ensure that the consumer has taken the proper steps to protect the public potable water system. To ensure that the proper precautions are taken, the Town is required to determine the degree of hazard or potential hazard to the public potable water system; to determine the degree of protection required; and to ensure proper containment protection through an on-going inspection program. When it is determined that a backflow prevention assembly is required for the protection of the public system, the Town shall require the consumer, at the consumer's expense, to install an approved backflow prevention assembly at each service connection, to test immediately upon installation and thereafter at a frequency as determined by the Town, to properly repair and maintain such assembly or assemblies and to keep adequate records of each test and subsequent maintenance and repair, including materials and/or replacement parts.
- (c) *Consumer.* The consumer has the primary responsibility of preventing pollutants and contaminants from entering the consumer's potable water system or the public potable water system. The consumer's responsibility starts at the point of delivery from the public potable water system and includes all of the consumer's water system. The consumer, at his/her own expense, shall install, operate, test, and maintain approved backflow prevention assemblies as directed by the Town. The consumer shall maintain accurate records of tests and repairs made to backflow prevention assemblies and shall maintain such records for a minimum period of three years. The records shall be on forms approved by the Town and shall include the list of materials or replacement parts used. Following any repair, overhaul, re-piping or relocation of an assembly, the consumer shall have it tested to ensure that it is in good operating condition and will prevent backflow. Tests, maintenance, and repairs of

backflow prevention assemblies shall be made by a certified backflow prevention assembly tester, and paid for by the consumer. It is the consumer's responsibility to utilize a certified backflow prevention assembly testers as defined in Section 38-534 Definitions.

- (d) *Certified backflow prevention assembly testers.* When employed by the consumer to test, repair, overhaul, or maintain backflow prevention assemblies, a backflow prevention assembly tester will have the following responsibilities:
- (1) The tester will be responsible for making competent inspections and for repairing or overhauling backflow prevention assemblies and making reports of such repair to the consumer and responsible authorities on forms approved by the Town.
  - (2) The tester shall include the list of materials or replacement parts used.
  - (3) The tester shall be equipped with and be competent to use all the necessary tools, gauges, and other equipment necessary to properly test, repair, and maintain backflow prevention assemblies.
  - (4) It will be the tester's responsibility to ensure that original manufactured parts are used in the repair of or replacement of parts in a backflow prevention assembly.
  - (5) It will be the tester's further responsibility not to change the design, material or operational characteristics of an assembly during repair or maintenance without prior approval of the Town.
  - (6) A certified tester shall perform the work and be responsible for the competency and accuracy of all tests and reports.
  - (7) A certified tester shall provide a copy of all test and repair reports to the consumer and to the Town Public Works Department within ten business days of any completed test or repair work.
  - (8) A certified tester shall maintain such records for a minimum period of three years.
  - (9) All certified back flow prevention assembly testers must obtain and employ backflow prevention assembly test equipment which has been evaluated and/or approved by the Town.
  - (10) All test equipment shall be registered with the Town Public Works department.
  - (11) All test equipment shall be checked for accuracy annually, at a minimum, calibrated, if necessary, and certified to the Town as to such calibration, employing an accuracy/calibration method acceptable to the Town.

- (12) All certified backflow prevention assembly testers must become re-certified every two years through an approved backflow prevention certification program.

**Sec. 38-536. Right of Entry.**

- (a) Authorized representatives from the Town shall have the right to enter, upon presentation of proper credentials and identification, any building, structure, or premises during normal business hours, or at any time during the event of an emergency, to perform any duty imposed by this Ordinance. Those duties may include sampling and testing of water, or inspections and observations of all piping systems connected to the public water supply.
- (b) Where a customer has security measures in force which would require proper identification and clearance before entry into customer's premises, the customer shall make necessary arrangements with the security guards so that upon presentation of suitable identification, Town personnel will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Refusal to allow entry for these purposes may result in discontinuance of water service.
- (c) On request, the consumer shall furnish to the Town any pertinent information regarding the water supply system on such property where cross connections and backflow are deemed possible.

**Sec. 38-537. Elimination of Cross Connections - Degree of Hazard.**

- (a) When cross connections are found to exist, the owner, his/her agent, occupant, or tenant will be notified in writing to disconnect the cross connection within the time limit established by the Town. Degree of protection required and maximum time allowed for compliance will be based upon the potential degree of hazard to the public water supply system. The maximum time limits are as follows:
  - (1) Cross connections with private wells or other auxiliary water supplies-- immediate disconnection.
  - (2) All facilities which pose a health hazard to the potable water system must have a containment assembly in the form of a reduced pressure principle backflow prevention assembly within 60 days.
  - (3) All industrial and commercial facilities not identified as a health hazard shall be considered non-health hazard facilities. All non-health hazard facilities must install, as a minimum containment assembly, a double check valve assembly within 90 days
  - (4) If, in the judgment of the Town, an imminent health hazard exists, water service to the building or premises where a cross connection exists may be terminated unless an air gap is immediately provided, or the cross connection is immediately eliminated.

- (5) Based upon recommendation from the Town, the consumer is responsible for installing sufficient internal isolation backflow prevention assemblies and/or methods (i.e., air gap, pressure vacuum breakers, reduced pressure principle backflow prevention assembly, double check valve assembly).
  - (6) Water mains served by the Town but not maintained by the Town will be considered cross connections, with degree of hazard to be determined by the Town. Degree of protection shall be based upon the degree of hazard, as determined by the Town.
  - (7) In the event that a Town cross connection control inspector does not have sufficient access to every portion of a private water system (e.g., classified research and development facilities; federal government property) to allow a complete evaluation of the degree of hazard associated with such private water systems, an approved reduced pressure principle assembly shall be required as a minimum of protection.
- (b) No person shall fill special use tanks or tankers containing pesticides, fertilizers, other toxic chemicals or their residues from the public water system except at a location equipped with an air gap or an approved reduced pressure principle backflow prevention assembly properly installed on the public water supply.

**Sec. 38-538. Installation of Assemblies.**

- (a) All backflow prevention assemblies shall be installed in accordance with the specifications furnished by the Town and/or the manufacturer's installation instructions and/or in the latest edition of the state building code, whichever is most restrictive.
- (b) All new construction plans and specifications, when required by the state building code and DEQ, shall be made available to the Town for review and approval, and to determine the degree of hazard.
- (c) Ownership, testing, and maintenance of the assembly shall be the responsibility of the customer.
- (d) All double check valve assemblies must be installed in accordance with detailed specifications provided by the Town. Double check valve assemblies may be installed in a vertical position provided they have been specifically approved by the manufacturer and with prior approval from the Town, provided the flow of water is in an upward direction.
- (e) Reduced pressure principle assemblies must be installed in a horizontal position and in a location in which no portion of the assembly can become submerged in any substance under any circumstances. Pit and/or below grade installations are prohibited.
- (f) The installation of a backflow prevention assembly which is not approved must be

replaced with an approved backflow prevention assembly.

- (g) The installer is responsible to make sure a backflow prevention assembly is working properly upon installation and is required to furnish the following information to the Town Public Works Department within fifteen (15) days after a reduced pressure principle backflow preventer (RP), double check valve assembly (DCVA), pressure vacuum breaker (PVB), double check detector assembly (DCDA), or reduced pressure principle detector assembly (RPDA) is installed:
  - (1) Service address where assembly is located;
  - (2) Owner and address, if different from service address;
  - (3) Description of assembly's location;
  - (4) Date of installation;
  - (5) Installer, include name, plumbing company represented, plumber's license number, and project permit number;
  - (6) Type of assembly, size of assembly;
  - (7) Manufacturer, model number, serial number;
  - (8) Test results/report.
- (h) When it is not possible to interrupt water service, provisions shall be made for a parallel installation of backflow prevention assemblies. The Town will not accept an unprotected bypass around a backflow preventer when the assembly is in need of testing, repair, or replacement.
- (i) The consumer shall, upon notification, install the appropriate containment assembly not to exceed the following time frame:
  - (1) Health hazard... sixty (60) days,
  - (2) Non- health hazard... ninety (90) days.
- (j) Following installation, all reduced pressure principle backflow preventers (RP), double check valve assemblies (DCVA), pressure vacuum breakers (PVB), double check detector assemblies (DCDA), or reduced pressure principle detector assemblies (RPDA) are required to be tested by a certified backflow prevention assembly tester within ten (10) days.

**Sec. 38-539. Testing and Repair of Assemblies.**

- (a) Testing of backflow prevention assemblies shall be made by a certified backflow prevention assembly tester at the customer's expense and in accordance with the requirements of Section 38-538. A list of certified backflow prevention assembly testers can be provided by the Town. Such tests are to be conducted upon installation and annually thereafter. A record of all testing and repairs is to be retained by the customer. Copies of the records must be provided to the Town within ten (10) business days after the completion of any testing and/or repair work.
- (b) Any time that repairs to backflow prevention assemblies are deemed necessary, whether through annual or required testing or routine inspection by the owner or by

the Town, these repairs must be completed within a specified time in accordance with the degree of hazard. In no case shall this time period exceed:

- (1) Health hazard facilities... fourteen (14) days.
  - (2) Non-health hazard facilities... twenty-one (21) days.
- (c) All backflow prevention assemblies with test cocks are required to be tested annually or at a frequency established by Town regulations. Testing requires a water shutdown usually lasting five (5) to twenty (20) minutes. For facilities that require an uninterrupted supply of water and when it is not possible to provide water service from two separate meters, provisions shall be made for a "parallel installation" of backflow prevention assemblies.
- (d) All certified backflow prevention assembly testers must obtain and employ backflow prevention assembly test equipment which has been evaluated and/or approved by the Town. All test equipment shall be checked for accuracy annually, at a minimum, calibrated, if necessary, and certified to the Town as to such accuracy/calibration, employing a calibration method acceptable to the Town - see subsection Section 38-535(e).
- (e) It shall be unlawful for any customer or certified tester to submit any record to the Town which is false or incomplete in any material respect. It shall be unlawful for any customer or certified tester to fail to submit to the Town any record which is required by this Ordinance. Such violations may result in any of the enforcement actions outlined in Section 38-543.

**Sec. 38-540. Facilities Requiring Protection.**

- (a) Approved backflow prevention assemblies shall be installed on the service line to any premises that the Town has identified as having a potential for backflow.
- (b) The following types of facilities or services have been identified by the Town as having a potential for backflow of non-potable water into the public water supply system. Therefore, an approved backflow prevention assembly will be required on all such services according to the degree of hazard present. Other types of facilities or services not listed below may also be required to install approved backflow prevention assemblies if determined necessary by the Town. As a minimum requirement, all commercial services will be required to install a double check valve assembly, unless otherwise listed below.

Double Check Valve Assembly = DCVA	Air Gap = AG
Reduced Pressure Principle Assembly = RP	Pressure Vacuum Breaker = PVB
Double Check Detector Assembly = DCDA	
Reduced Pressure Detector Assembly = RPDA	

- (1) Aircraft and missile plants: RP

- (2) Automotive services stations, dealerships, etc.
  - a. No health hazard: DCVA
  - b. Health hazard: RP
- (3) Automotive plants: RP
- (4) Auxiliary water systems:
  - a. Approved public/private water supply: DCVA
  - b. Unapproved public/private water supply: AG
  - c. Used water and industrial fluids: RP
- (5) Bakeries:
  - a. No health hazard: DCVA
  - b. Health hazard: RP
- (6) Beauty shops /barber shops:
  - a. No health hazard: DCVA
  - b. Health hazard: RP
- (7) Beverage bottling plants: RP
- (8) Breweries: RP
- (9) Buildings--Hotels, apartment houses, public and private buildings, or other structures having unprotected cross connection:
  - a. No health hazard (under five stories): DCVA
  - b. Health hazard (under five stories): RP
  - c. All (Over five stories): RP
- (10) Canneries, packing houses, and rendering plants: RP
- (11) Chemical plants--Manufacturing, processing, compounding or treatment: RP
- (12) Chemically contaminated water systems: RP
- (13) Commercial car-wash facilities: RP
- (14) Commercial greenhouses: RP
- (15) Commercial sales establishments (department stores, malls, etc.)
  - a. No health hazard: DCVA
  - b. Health hazard: RP
- (16) Concrete/asphalt plants: RP
- (17) Dairies and cold storage plants: R
- (18) Dye works: RP

- (19) Film laboratories: RP
- (20) Fire systems:
  - a. Systems three-fourths ( $\frac{3}{4}$ ) inch to two (2) inch:
    - 1. No health hazard: DCVA
    - 2. Health hazard: (booster pumps, foam, antifreeze solution, etc.): RP
  - b. Systems two and one half ( $2\frac{1}{2}$ ) inches to ten (10) inches or larger:
    - 1. No health hazard: DCDA
    - 2. Health hazard (booster pumps, foam, antifreeze solution, etc.): RPDA
- (21) Hospitals, medical buildings, sanitariums, morgues, mortuaries, autopsy facilities, nursing and convalescent homes, medical clinics, and veterinary hospitals: RP
- (22) Industrial facilities:
  - a. No health hazard: DCVA
  - b. Health hazard: RP
- (23) Laundries:
  - a. No health hazard: DCVA
  - b. Health hazard: (i.e., dry cleaners): RP
- (24) Lawn irrigation systems (split taps): PVB, RP
- (25) Lawn Irrigation systems (non-split taps): RP
- (26) Metal manufacturing, cleaning, processing, and fabricating plants: RP
- (27) Mobile home parks:
  - a. No health hazard: DCVA
  - b. Health hazard: RP
- (28) Oil and gas production, storage or transmission properties: RP
- (29) Paper and paper products plants: RP
- (30) Pest control (exterminating and fumigating): RP
- (31) Plating plants: RP
- (32) Power plants: RP
- (33) Radioactive materials or substances plants or facilities handling: RP
- (34) Restaurants:
  - a. No health hazard: DCVA

- b. Health hazard: RP
- (35) Restricted, classified, or other closed facilities: RP
- (36) Rubber plants (natural or synthetic): RP
- (37) Sand and gravel plants: RP
- (38) Schools and colleges: RP
- (39) Sewage and storm drain facilities: RP
- (40) Swimming pools: RP
- (41) Waterfront facilities and industries: RP
- (c) All assemblies and installations shall be subject to inspection and approval by the Town.

**Sec. 38-541. Connections with Unapproved Sources of Supply.**

- (a) No person, firm, or corporation shall connect or cause to be connected any supply of water not approved by DEQ to the water system supplied by the Town. Any such connections allowed by the Town must be in conformance with the backflow prevention requirements of this Ordinance.
- (b) In the event of contamination or pollution of a public or consumer potable water system, the consumer shall notify the Town immediately in order that appropriate measures may be taken to overcome and eliminate the contamination or pollution.

**Sec. 38-542. Fire Protection Systems.**

- (a) All connections for fire protection systems connected with the public water system, two (2) inches and smaller, shall be protected with an approved double check valve assembly as a minimum requirement. All fire systems using toxic additives or booster pumps shall be protected by an approved reduced pressure principle assembly at the main service connection.
- (b) All connections for fire protection systems connected with the public water system greater than two (2) inches shall be protected with an approved double check detector assembly as a minimum requirement. All fire protection systems using toxic or hazardous additives or booster pumps shall be protected by an approved reduced pressure principle detector assembly at the main service connection.
- (c) All existing backflow prevention assemblies two and one half (2½) inches and larger installed on fire protection systems that were initially approved by the Town shall be allowed to remain on the premises, as long as they are being properly maintained, tested, and repaired as required by this Ordinance. However, the existing assembly must be replaced once it can no longer be repaired. In the event

of proven water theft through an unmetered source, the consumer shall be required to install an approved double check detector assembly or reduced pressure principle detector assembly as required by Section 38-538 and Section 38-540(20)b.

**Sec. 38-543. Enforcement.**

- (a) Any consumer found not to be in compliance with the provisions of this Ordinance shall be notified in writing with regard to the corrective action to be taken. The time for compliance shall be in accordance with Section 38-538(i).
- (b) The consumer in noncompliance after the time prescribed in the initial notification, as outlined in Section 38-538(d), shall be considered in violation of this Ordinance, and may be subject to water service termination and/or issued a civil citation by the Town. The citation shall specify the nature of the violation and the provisions of this Ordinance violated, and further notify the offender that the civil penalty for such violation is as set forth in subsection (c) below and is to be paid to the Town within thirty (30) days. If the penalty prescribed in this subsection is not paid within the time allowed, the Town may initiate a civil action in the nature of a debt and recover the sums set forth in subsection (c) below plus the cost of the action.
- (c) Any offender who shall continue any violation beyond the time limit provided for in the aforementioned notification shall be subject to a civil penalty of up to \$500.00 per violation. Each day in which a violation of any provision of this Ordinance shall occur or continue shall constitute a separate and distinct offense. The following will be used as an initial evaluation of violations: A person in violation of this article is subject to a civil penalty which may be recovered by the Town in a civil action in the nature of debt if the violator does not pay the penalty within thirty (30) days after the assessment has become final by exhaustion of the appeal process established by this section, or by failure to appeal the assessment. The civil penalty will be determined to be a non-willful violation or a willful violation with penalties being assessed per day for each day of a violation, with a cumulative penalty of \$10,000.00.
- (d) If, in the judgment of the Town, any consumer found to be in noncompliance with the provisions of this Ordinance neglects his/her responsibility to correct any violation, such neglect may result in discontinuance of water service until compliance is achieved.
- (e) Failure of a consumer or certified tester to submit any record required by this Ordinance, or the submission of falsified reports/records may result in a civil penalty of up to \$500.00 per violation. If a certified backflow prevention assembly tester submits falsified records to the Town, the Town shall take the necessary actions to revoke certification to test backflow prevention assemblies within the Town's potable water system for a time period not to exceed one year. The tester will then be required to complete an approved certification course to acquire a new certification. Falsification made to records/reports after becoming recertified shall result in the permanent revocation of backflow testing certification, in addition to a civil penalty as provided for in this subsection.

- (f) Enforcement of this program shall be administered by the Public Works Director of the Town or his/her authorized representative.
- (g) Requests for extension of time shall be made in writing to the Public Works Director of the Town or his/her authorized representative. All other appeals shall be made in accordance with the following procedures:
  - (1) Adjudicatory Hearings - A customer assessed a civil penalty under this section shall have the right to an adjudicatory hearing before the Town Manager or his/her designee upon making written demand, identifying the specific issues to be contended, to the Town within thirty (30) days following notice of the final decision to assess a civil penalty. Unless such demand is made within the time specified in this subsection, the decision on the civil penalty assessment shall be final and binding.
  - (2) Appeal Hearings - Any decision of the Town Manager or his or her designee made as a result of an adjudicatory hearing held under subsection (g)(1) above may be appealed by any party to the Town Council upon filing a written demand within thirty (30) days from the date of the adjudicatory hearing decision. Hearings held under this section shall be conducted in accordance with hearing procedures established by the Town Council. Failure to make written demand within the time specified in this subsection shall bar further appeal. The Town Council shall make a decision on the appeal within ninety (90) days of the date the appeal was filed and shall transmit a written copy of their decision by registered or certified mail to all parties.
  - (3) Official Record - When a final decision is issued under subsection (g)(2) above the Town shall prepare an official record of the case that includes:
    - a. All notices, motions, and other like pleadings;
    - b. A copy of all documentary evidence introduced;
    - c. A certified copy of the transcript of the hearing or a narrative summary of the minutes;
    - d. A copy of the final decision of the Town
  - (4) Judicial Review - Any customer against whom a final decision of the Town Council is entered pursuant to the above hearing procedure, shall have the right to request a review by the Superior Court of Nash County by proceeding in the nature of certiorari by filing a written petition for such judicial review within thirty (30) days after receipt of notice by certified mail of the order or decision, with the Clerk of the Superior Court of Nash County, along with service of a copy to the Town Manager. Within thirty (30) days after receipt of the copy of the petition for judicial review, the Town shall transmit to the reviewing court the original or a certified copy of the official record, as outlined in subsection (g)(3) above.

**Sec. 38-544. Severability.** If any section, subsection, sentence, or clause of this Ordinance is adjudged to be unconstitutional or otherwise invalid, such adjudication shall not affect the validity of the remaining portion of this Ordinance, it is hereby declared that this Ordinance

would have been passed, and each section, sentence, or clause thereof, irrespective of the fact that any one or more sections, subsections, sentences, or clauses might be adjudged to be unconstitutional, for any other reason invalid.

**Sec. 38-545. No Town Liability.** The provisions of this article shall not create any liability for the Town, its employees, successors, designees or assigns.

**Sec. 38-546. Fees.** Fees for the activities authorized under this article, including fees for, permits, Town inspections, Town re-inspections, and other fees noted on the Cross Connection Control Fee schedule will be established by the Town.

SECTION 2. EFFECTIVE DATE: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED and APPROVED this 7<sup>th</sup> day of July 2020.

Attest:

  
Brenda Brown, Mayor

  
Jontesca T. Silver, Town Clerk

b. Consideration of Lease Agreement on a Commercial Building at 108 S. Boddie Street for Office & Programming Space for the Parks, Recreation and Cultural Resources Department

Mayor Brown stated that attached for the Council's consideration is a multi-year lease agreement between the Town of Nashville (tenant) and Adam Williams (landlord) for renting a 3,420 square foot, 1 story, commercial building at 108 S. Boddie Street to house the Nashville Parks, Recreation and Cultural Resources Department. The lease begins August 1, 2020 or when the building's up fitting is completed to the Town's satisfaction (which ever date is later) and ends June 30, 2022. At the end of the lease, the building can be renewed for another year. The rent is \$1,200 a month plus utilities, payable in advance on the first calendar day of each month. Upon signing the lease, the Town will pay Mr. Williams \$9,000 to complete the following building up-fits or improvements, which will be finished no later than August 15, 2020: 1.) a 10'X10' Men's ADA restroom, 2.) a 10'X10' Women's ADA restroom, 3.) a refrigerated drinking fountain, 4.) a 12'X15' storage room, 5.) re-paint building façade and awning, 6.) a large 36' X 58' open space room, 7.) a 12' X 15' office, with shatter resistant 24" X 32" window to programming room, 8.) a 10' X 12' work room with shatter resistant 24" X 32" window to programming room, 9.) outward opening front and back doors with panic bar door latches, 10.) illuminated exit light above front and back doors, and 11.) clean and remove any and all debris from the exterior portion of the premises.

Mr. Lansing stated that he had received a few updates from Mayor Pro Tem Burns and that they had been incorporated into the current lease agreement that they have. He also stated that the bathrooms will be 7' X 10' instead of 10' X 10'. The bathrooms would have to be slightly smaller to accommodate the large open space that is needed but they would still be ADA compliant. Mr. Lansing also stated that there were also some concerns on whether or not the building would be completed by August 15<sup>th</sup>; he has spoken with Mr. Williams who has assured him that it will be completed by August 15<sup>th</sup>. Mr. Lansing stated he has not looked into the building recently to see if there have been any changes and Council Member Taylor stated that he has and it looks the same as it did thirty (30) days ago. Mayor Pro Tem Burns stated that he could be paused because the Town hasn't given him the funding yet. Council Member Taylor stated that we needed to give him the money so he can get to work. Mr. Lansing stated it sounded like he was doing that today.

Mr. Lansing noted that Mayor Pro Tem Burns stated that in paragraph two (2) a blank space should be placed there instead of the August 1, 2020 date; that the lease should begin the date the lease agreement is signed by both parties. Council Member Hinton stated that would then change the ending date of the lease. Mr. Lansing stated that he would like to keep the ending date in line with the fiscal year; he understands that it may not be exact, but it will be close enough. Doing things this way will keep things in line with the fiscal year so it will align with our budget. Council Member Hinton stated that on page two (2) of the agreement under insurance waiver, in paragraph (a), in the second sentence shouldn't "broad from" be "broad form". Mr. Lansing stated that it probably should, he got this document offline from the NC Bar association. Council Member Hinton stated that they needed to proofread. She then confirmed that on page five (5) 16 (c) that this encompasses the Town's \$9,000 investment and Mr. Lansing stated that was correct.

Mayor Brown stated that the manager’s recommendation is to execute the multi-year lease with Mr. Williams for 108 S. Boddie Street for Office and Programming Space for the Parks, Recreation and Cultural Resources Department. Mayor Brown called for a motion to adopt the lease. Council Member Hobbs made the motion, seconded by Mayor Pro Tem Burns. There being no discussion, Mayor Brown called for a vote. The motion was unanimously approved (4-0).

The lease agreement was adopted as follows:

**NORTH CAROLINA COMMERCIAL LEASE AGREEMENT**  
(Single Tenant Facility)

THIS COMMERCIAL LEASE AGREEMENT (“Lease”), is by and between Richard Adam Williams, (“Landlord”), whose address is 5148 Taylor Store Road, Nashville, NC 27856, and the Town of Nashville, (“Tenant”), whose address is 499 S. Barnes Street, Nashville, NC 27856.

1. PREMISES. Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (hereinafter called the “Premises”), to wit: 108 S. Boddie Street, Nashville, NC 27856. All of the property in Deed Reference: Book 2803, Page No. 758, Nash County; consisting of approximately 0.1 acres.

2. TERM. The terms of this Lease shall commence on this day of \_\_\_\_\_, 2020 (“Lease Commencement Date”). Delivery of the Premises and the rent commencement date for this Lease shall be upon the date of completion of the up-fit improvements to the Premises by Landlord as listed in Paragraph 24 and accepted by the Tenant (“Rent Commencement Date”), unless otherwise agreed upon by both parties, in writing, and shall end at 11:59 PM on June 30, 2022, unless sooner terminated as herein provided. Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least 60 days prior to the end of the then expiring term of this lease, for one additional term(s) of one year.

3. RENTAL. Beginning on the Rent Commencement Date, Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice or demand, an annual rental of \$ 14,400, payable in equal monthly installments of \$ 1,200, in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30 day month. Tenant shall pay rental to Landlord at 5148 Taylor Store Road, Nashville, NC 27856. Should the Rent Commencement Date fail to occur, or should this lease be terminated by either party prior to the Rent Commencement Date, the \$9,000 paid by Tenant pursuant to paragraph 24, and any monthly payments delivered in advance, shall be immediately returned to Tenant without notice, demand, deduction or set off.

4. UTILITY BILLS/SERVICE CONTRACTS. Landlord and Tenant agree that utility bills (“Service Obligations”) for the Premises shall be paid by the party indicated below as to each Service Obligation. In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable bills prior to delinquency. Within thirty (30) days of the Rent Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information. Notwithstanding anything herein to the contrary, Landlord shall be responsible for all metering, hook-up fees and any other charges associated with the initial establishment, installation and ongoing maintenance of Service Obligations to the Premises.

<u>Service Obligation</u>	<u>Landlord</u>	<u>Tenant</u>	<u>Not Applicable</u>
Sewer/Septic		X	
Water		X	
Electricity		X	
Gas			X
Telephone		X	
HVAC (maintenance/service contract)	X		
Elevator (including phone line)			X
Security System			X
Fiber Optic		X	
Janitor/Cleaning		X	
Landscaping/Maintenance		X	
Sprinkler System (including phone line)			X
Pest Control		X	

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises, except to the extent that such damage or loss is caused by Landlord's negligence or willful misconduct. Landlord represents and warrants that the heating, ventilation and air conditioning system(s), roof, electric, plumbing and utility installations existing as of the Rent Commencement Date shall be in good working order and repair.

5. PERMITTED USES. The permitted uses of the Premises shall be office, recreational programming, and associated uses including, but not limited to, parking and inside/outside storage, ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not intentionally overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a reasonably clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

6. TAXES & INSURANCE. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises and shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises as Landlord in its reasonable discretion may deem appropriate. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon.

#### 7. INSURANCE; WAIVER; INDEMNITY

(a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with a broad form contractual liability coverage and with not less than \$1,000,000 combined single limit, per occurrence. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Rent Commencement Date.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in paragraph 7(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in paragraph 7(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this paragraph 7 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this paragraph 7 shall survive the expiration or earlier termination of this Lease.

8. REPAIRS BY LANDLORD.

(a) Landlord agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the buildings located on the Premises and Landlord agrees to be responsible for capital repairs and replacements on the Premises; provided that Landlord shall not be responsible for repairs or capital repairs or replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors.

(b) Landlord agrees to repair any damage or defect of the Premises, or interruption or discontinuance of the Service Obligations thereon, including, but not limited to, the heating, ventilation or air conditioning.

(c) Tenant shall promptly report in writing to Landlord any defective condition known to it, which Landlord is required to repair or replace. If Landlord fails to repair any said damage, defect, interruption or discontinuance, the Tenant shall have the right to terminate this Lease or withhold rental because of the same.

9. MAINTENANCE BY TENANT. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof shall maintain the Premises in good order and Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as on the Rent Commencement Date, excluding any repairs Landlord failed to complete, normal wear and tear, or damage by storm, fire, lightning, earthquake or other casualty. Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises.

10. ALTERATIONS. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph 10 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery, equipment or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery, equipment or trade fixtures.

11. DESTRUCTION OF OR DAMAGE TO PREMISES.

(a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord or Tenant shall have the right to terminate this Lease on written notice to other party within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rent shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged by any such casualties or other act of God which prevents Tenant from using the Premises for the Permitted Use Landlord or Tenant shall have the right to terminate this Lease by written notice to the other party within thirty (30) days after such destruction or act of God, and this Lease shall terminate as of the date of such event and rent shall be accounted for as between Landlord and Tenant as of that date.

(c) In the event of reconstruction of the Premises, Tenant shall have the right to continue the operation of its business at the Premises during any such period to the extent reasonably practicable from the standpoint of Tenant in Tenant's sole discretion, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction, should Tenant exercise that option. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(d) In the event of the termination of this Lease under any of the provisions of this paragraph 11, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

12. **GOVERNMENT ORDERS.** Tenant agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises or over the use of the Premises for its Intended Use, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, or if the Tenant shall not be able to use the Premises for its Intended Use, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective thirty (30) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, before said thirty (30) days, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

13. **CONDEMNATION.**

(a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of any building of the Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the portion of the Premises taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Premises have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in paragraph 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining.

(e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this paragraph 13, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

14. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

15. **EVENTS OF DEFAULT.** If either party fails to comply with the provisions of this Lease, or any renewal or extension thereof, it shall constitute a breach of this Lease and be subject to the remedies prescribed in Paragraph 16 below.

16. REMEDIES UPON DEFAULT. Upon the occurrence of Event of Default, either party may pursue the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law:

(a) Termination of this Lease by giving written notice to the defaulting party and upon such termination shall be entitled to recover from the defaulting party damages as may be permitted under applicable law.

(b) If Tenant defaults, and Landlord terminates this Lease by giving written notice to Tenant, upon such termination, Landlord shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining annual term of this Lease, less any amounts recovered by re-letting the Premises, and only after having made reasonable efforts to re-let the Premises.

(c) If Landlord defaults, and the Tenant terminates this Lease by giving written notice to Landlord, upon such termination, Tenant shall be entitled to recover from the Landlord the \$9,000 Tenant paid for up-fit improvements to the Premise and any other rents paid in advance of their due date.

17. EXTERIOR SIGNS. Tenant shall place no signs upon the outside walls, doors or roof of the Premises, except with the express written consent of the Landlord in Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

18. LANDLORD'S ENTRY OF PREMISES. Landlord may advertise the Premises "For Rent" or "For Sale" thirty (30) days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

19. QUIET ENJOYMENT. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

20. ENVIRONMENTAL LAW.

(a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall not store or place any Hazardous Materials at the Premises.

(b) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

21. ABANDONMENT. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

22. NOTICES. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown as Tenant's address at the beginning of this Lease. Notices to Landlord shall be delivered or sent to the address shown as Landlord's address at the beginning of this Lease. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

23. GENERAL TERMS.

(a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord or Tenant to exercise any power given Landlord or Tenant hereunder or to insist upon strict compliance by either party of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either parties' right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) Time is of the essence in this Lease.

(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

(g) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding.

24. SPECIAL STIPULATIONS.

(a) Notwithstanding the provisions stated above in this Lease, if Tenant's ability to utilize the Premises for the purposes set forth in Paragraph 5, Permitted Uses, is substantially compromised/inhibited, Tenant shall have the right to terminate this Lease by giving written notice to Landlord, which terminate shall become effective thirty (30) days after such notice is received by Landlord.

(b) The Landlord shall up-fit the building with the following improvements and specifications and upon full execution of this Lease the Tenant shall pay \$9,000 to the Landlord for said up-fitting improvements. Said up-fit improvements shall be complete no later than September 1, 2020, time is of the essence:

- a 7' x 10' Men's ADA restroom,
- a 7' x 10' Women's ADA restroom,
- a refrigerated drinking fountain,
- a 12' x 15' office, with shatter resistant 24" x 32" window to programming room,
- a 10' x 12' work room with shatter resistant 24" x 32" window to programming room,
- a 12' x 15' storage room,

- a large 36' x 58' open space programming room,
- outward opening front and back doors with panic bar door latches,
- illuminated exit lights above front and back doors,
- re-paint building façade and awning, and
- clean and remove any and all debris from the exterior portion of the Premises.

c) If the above referenced up-fits and improvements are not completed to the satisfaction and acceptance of Tenant, Tenant shall have the right to Terminate the Lease and Landlord shall immediately return the \$9,000 to Tenant, with the \$1,200 paid in advance for rents, without recourse.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD:

TENANT:

\_\_\_\_\_  
Richard Adam Williams

\_\_\_\_\_  
Town of Nashville, NC

Date: \_\_\_\_\_

By: Brenda Brown, Mayor

Date: \_\_\_\_\_

c. Continued Discussion of the Construction of an Over the Surface Route for Stormwater Flow for Flooding on Par Drive, Aubrei Court & Village Lane

Mayor Brown stated this is to continue discussion on an over-the-surface route for excess stormwater to flow through the Windy Oak Drive and Laurel Springs Drive drainage easement during heavy rain events to minimize street flooding on Par Drive, Aubrei Court and Village Lane. Mayor Brown turned the meeting over to Mr. Lansing. Mr. Lansing stated in the previous meeting that they discussed that Mr. Lansing and Mr. Brown had gotten with Kevin Varnell of Stocks Engineering to potentially construct an over the surface route in the Windy Oak neighborhood in a drainage easement that already exists, which under good circumstances should prevent Par Drive, Aubrei Lane, and Village Lane from flooding.

Mr. Lansing has had the opportunity to meet with several contractors and the Town will be receiving three (3) different prices for the project. Mr. Lansing stated that in the prior meeting it was discussed that we could potentially cut down the road but that after talking with residents he does not think that this will be feasible; many of the residents were unhappy with the idea. One of the contractors came up with an idea that may be less expensive than the original idea; he suggested putting in an 18" pipe above the 24" pipe that already exists. Once the 24" pipe got full the water could go into the two (2) 18" pipes. Mayor Pro Tem Burns confirmed that the pipes would be above the existing pipe and Mr. Lansing stated that was correct; when you get down to Laurel Springs Drive there are two (2) twin 24" pipes and they suggested that three (3) 18" pipes be placed on top of it, so that when the two (2) 24" pipes reach capacity they could flow into the three (3) 18" pipes. He still intends to create an over the surface swell which would allow any overflow to still flow out of the neighborhood and not cause additional flooding.

Mayor Brown asked if placing the multiple smaller pipes would be cheaper than installing a single large pipe. Mr. Lansing stated that it would be; we have conflicts with elevation already, we have a sewer line and a water line that goes underneath, and we cannot really go any lower to achieve any greater size pipe. We do not really want any less cover on the top of the pipe either, so this seems like an ideal solution. Mayor Brown asked if the contractor believed this would prevent flooding and Mr. Lansing stated that yes, it would make it better. When the 24" pipes that are there now reach capacity it will give the extra water a place to go as opposed to backing up into the neighborhood into residents' homes. Mayor Pro Tem Burns asked if it would be at such a grade that it would be completely flat. Mr. Lansing stated that it is still flat, but when the water gets that high it is going to seek a lower route than what is on either side of it.

Council Member Taylor stated that before they went any further that they were discussing alleviating the flooding in the Par Drive area and that they have residents here tonight from Indian Trail with flooding problems and that they needed to do something to help them. They have had this problem as far back as he could remember and that Indian Trail existed long before the first houses were built out there. Mr. Lansing stated that for this particular neighborhood they could put forth a solution; he is not exactly sure how to fix Stoney Creek which is a problem for the Indian Trail neighborhood. There are programs like the FEMA buyout program, which has also helped Tarboro. Tarboro experienced a lot of flooding during the last two (2) hurricanes. Tarboro qualified and has been able to take advantage of the program. The State of North Carolina also has a buyout program; Mr. Lansing is waiting to hear back

from the NC Emergency Management so that he can learn all the details about that program. If we can make applications to buyout the homes then he will be all over it. Council Member Taylor stated that he understands that we cannot move Stoney Creek and hopefully the residents will understand that also. He stated that the Town needs to give them the same opportunity to alleviate the problem or give them a way out.

Mr. Lansing stated that Stoney Creek has been discussed several times. The Army Corp of Engineers used to come out and perform these types of services, but after a few years they determined better ways to use their funding to help mitigate these types of problems such as buying out properties that typically flood. They help those people find homes on higher ground to live on; therefore they are not doing stream straightening or sedimentation removal from non-navigable water ways.

Council Member Taylor stated that Indian Trail has the same problem Princeville, NC has. Mr. Lansing agreed and Council Member Taylor stated that they have to do something about it. Mr. Lansing stated that the houses in Indian Trail would never be built today. Council Member Taylor stated that the homes had been built over 40 years ago. A member of the public stated that they contacted FEMA in 2017, however the program FEMA offered only lasted for one year. The last large flood happened in 2016, and the residents of Indian Trail had to travel to Tarboro to try and seek assistance. She completed the application and provided FEMA with all the documentation they needed, but she was told that they had given out of funds. The resident questioned where the funds went and she was told by FEMA that there were no more funds for Nashville, that they had been distributed. Mr. Lansing stated that there is some truth to that; when there is a Federal disaster things are dependent upon the amount of damage and that the funding that is set aside is normally a percentage of that damage. Unfortunately the more damage a person incurs the more mitigation money they receive. Mr. Lansing stated that fortunately this time he does not believe anyone suffered any serious damage. Mayor Pro Tem Burns asked if the Town would be able to help residents through the process once Mr. Lansing has some answers and Mr. Lansing stated yes. Council Member Hinton asked how many homes had been bought out and Mr. Lansing stated two (2). He stated that they ironically were purchased the day before the neighborhood flooded again. The two (2) residences were 609 and 556 Indian Trail and that they will be torn down sometime this summer.

Council Member Hinton stated this is the reason why the Town needs to hold developers to a higher standard when it comes to where homes are built. A resident from Indian Trail stated that her home is located near the 609 address; she also stated that there are homes in the neighborhood that have never flooded and Mr. Lansing stated that they probably never will. Another resident from Indian Trail asked why the Town would allow developers to build homes out there; when the flood of 1999 came she lost everything but the clothes off of her back. After that flood two (2) homes were built beside her home and that it did not make a whole lot of sense to her. Another one of the residents from Indian Trail stated that she believed one of the homes that will be torn down was built after 1999.

Mr. Lansing stated that there was a question in the back of the room. A gentleman stated that his business sits at the corner of Railroad and Boddie Street and that in this last storm he had eight (8) inches of water come into his shop. He stated he was lucky he was there, but it is a bad feeling to know

you have your tools and supplies that can get damaged. The drains won't take the water and he has been complaining about this problem for two (2) years. He has had water in his building twice and he really needs some help with this. He stated that he tries to clean the drain as best he can, but that doesn't seem to be the issue. Council Member Taylor asked if he was from the alignment shop building and he stated that they were behind him; by being there they were able to save a lot of stuff.

Mr. Lansing stated that he will have prices from the contractors for the July 29, 2020 meeting. He also asked Council to keep in mind that Stocks Engineering is proceeding with the stormwater study, so that with these improvements that the problem is not moved downstream and cause someone else grief. Mayor Brown stated that she agreed with Council Member Taylor that they needed to look at everyone with damage and see if they can help. Mr. Lansing stated he was glad that the residents came out and Mayor Brown thanked them for coming. A resident who lives on Laurel Springs asked if the improvements would cause the river to overflow; the river sits directly behind her home. Mr. Lansing stated that the Town is having a study completed to make sure that does not happen.

## 6. New Business

### a. Consideration of a Contract with Withers Ravenel for the Town of Nashville's 2021 Comprehensive Plan

Mayor Brown stated that the new business was the consideration of a contract with Withers Ravenel for the Town of Nashville's 2021 Comprehensive Plan. Mayor Brown called Mr. Lansing forward to discuss with Council. Mr. Lansing stated that the Town had a request for qualifications (RFQ) for professional services for updating our comprehensive plan and that we had eight (8) firms respond. Staff placed the responses through a scoring regiment and selected Withers Ravenel consultants; they have worked with a lot of smaller municipalities like the Town on comprehensive plans and we really liked their public engagement plan. We asked for pricing and they stated that they could complete the comprehensive plan in thirteen (13) months at a price of \$72,250. Mr. Lansing had Mark Edwards take a look at the contract; he asked Mr. Edwards to come forward to review his recommended changes.

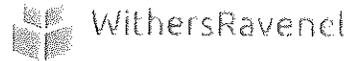
Mr. Edwards stated the contract was 95% fine; the changes he made were to clarify some language and to ensure that there weren't any subsequent agreements to the documents and if so that it was agreed to in writing. He stated that if there were any liabilities that it protected the contractor and he suggested adding language to add the Town to protect the Town. All the other changes were making sure that the language was consistent with the agreement and clarifying the terms. The only other thing that he wanted to mention was that now that we have gone through this pandemic there are a lot of contracts that contain a paragraph for force majeure. He reviewed it twice, but the force majeure paragraph is in there in the event that the pandemic causes the contractor not to be able to perform as they have said they would perform. He stated that there is really nothing to change, but he had to review it. He stated that the main thing is that the Town has chosen a contractor that they have trust in and hopefully the Town won't have to look at the contract language especially in that paragraph. He hopes that in choosing someone the Town trust that any problems or issues could be worked out without the need of an attorney. Mayor Brown asked Mr. Edwards if he could tell the citizens in a few

words what the plan is. He stated as a citizen he is looking forward to seeing how the company engages with the public; he turned the meeting back over to Mr. Lansing to explain exactly what the plan is.

Mr. Lansing stated that the plan is a written document that the Town receives public input on. It is our plan for how we are going to grow and regulate our growth or facilitate our growth going in the future. The biggest component of our comprehensive plan is the future land use map; it is referred to in nearly every rezoning case that we have as well as the consistency statement (is the rezoning of this property consistent with the land use map). As we found out in our last two (2) rezoning cases plans can change. The last comprehensive plan and future land use map were done in 2011 and there have been a lot of growth and development in and around Nashville since then. Some of the growth patterns that were outlined in 2011 never actually developed while other areas that people thought would continue to be farm land have had large amounts of growth, thus the need for the update.

Mr. Lansing stated that some of the public participation that this firm has talked about includes focus groups, online and paper surveys, in-person interviews with key community stakeholders, and neighborhood meetings to see what people in different neighborhoods see their Town looking like in the future. Mayor Brown stated that she sees it as a way for everyone to get together and get the vision for the Town. Without a vision you perish and we certainly don't want to perish. She sees it as the vision for the Town for growing while using our land the best that we can. Mr. Lansing stated that Withers Ravenel has incorporated the changes suggested by Mr. Edwards into the contract. Mayor Pro Tem Burns asked if their copy was the updated version and Mr. Lansing stated it was not, that he got the revised contract late this afternoon. Mayor Pro Tem Burns stated that we are under time constraints; she wanted to ensure that the timeline they provided will meet that. Mr. Lansing stated that it will take thirteen (13) months and they will begin in August and that we have to have things completed by July of 2022. Mayor Pro Tem Burns stated that the Town will have some time if a situation occurs. Mr. Lansing stated that what he was alluding to was that COVID-19 may postpone some of the public participation if we are not able to safely gather groups of people; that might delay it a little bit. Mayor Pro Tem Burns asked if it would be delayed to the point there would be a problem and Mr. Lansing stated he did not believe so. He is expecting the General Assembly to extend their required date in light of the pandemic. Many towns our size were caught off guard because of the pandemic and their comp plans were lagging significantly; they are behind ten (10) years. He was concerned that when we put out the RFQ, he thought that we would not get anyone, that the consultants had already been retained by other towns, but he was pleased that we received eight (8) proposals.

Council Member Hinton asked where the company was located and Mr. Lansing stated that they are in Cary, NC. Council Member Hobbs stated that she is familiar with the firm having worked with them previously and they are a very competent, professional group who provides a very good product. She is excited that the Town will be working with them. Mayor Brown asked Mr. Lansing for his recommendation and Mr. Lansing stated he would like a motion and second to approve the execution of the agreement. Mayor Brown called for a motion to approve the execution of the agreement. Council Member Taylor made the motion, seconded by Council Member Hobbs. There being no discussion, Mayor Brown called for a vote. The motion was unanimously approved (4-0). The contract was approved as follows:



**Comprehensive Plan and Future Land Use Map  
Nashville, North Carolina  
Professional Services Agreement**

**A. PROJECT DESCRIPTION**

WithersRavenel, Inc. (Consultant/WR) is pleased to present this agreement for the professional services of comprehensive planning to the Town of Nashville (Client) for the Town of Nashville Comprehensive Plan and Future Land Use Map (Project). The Consultant will be utilizing a range of professionals to collaborate on the project, which may include planners, economic development professionals, landscape architects, transportation planners and engineers, civil engineers, GIS analysts, and graphic artists. The goal of the project is to have a well-organized comprehensive plan, which will include a future land use map identifying key areas for focused development, that solicits, engages and incorporates community input into a user-friendly document to help guide growth in the Town.

The new plan will provide clear and predictable guidance to developers, stakeholders, and citizens. It will help maintain collaborative and respectful relationships within the community and surrounding neighbors, and establish policies and priorities for coordinated development, infill, and redevelopment. Furthermore, it is essential that the land use section and transportation section work in concert. The Comprehensive Plan updates will provide strategies to encourage economic development in targeted areas, quality residential growth, commercial development, and general improvements for the protection of the quality of life for the Town's residents and businesses. Achievable actions should be set for 2030, with visions through 2045.

The Consultant shall furnish the following Scope of Services for the Project, consisting of background inventory & analysis, public engagement, plan vision and goals, preliminary and final comprehensive master planning and mapping, and presentations to the Planning Board and Town Council.

**B. SCOPE OF SERVICES**

*Task 1 - Project Management and Administration*

*Task 1.1 - Project Coordination and Schedule*

The Consultant will coordinate with all Project team members to ensure that the scope and schedule are clear prior to Project kick-off. This will continue throughout the Project process to maintain clear communication between all team members and the Client, and ensure the budget and schedule are maintained. The Consultant will participate in general conference calls, coordination meetings and review meetings with the Client during the project.

*Task 1.2 - Kick off Meeting and Town Tour*

The Consultant will meet with the Client to initiate the Comprehensive Plan with a kick-off meeting. During this meeting, the Consultant will introduce all key team members, establish lines of communication between staff, review the previous planning information and begin to engage key project stakeholders (including Town staff, local public officials, Planning Board, etc., and others as needed). The meeting will also serve as a time for the

Consultant to tour the Town and become familiar with the areas to focus on and transportation corridors of interest.

*Deliverables (electronic format):*

- *Meeting minutes from team kick-off*
- *Summary of tour*

*Task 2 – Background Research and Analysis*

*Task 2.1 – Data Review*

Prior to the project kickoff, the Consultant will work with the Client to identify and gather all relevant publicly available data for the project site. This includes available GIS data, ortho imagery, prior plans or studies, etc. Any gaps in data determined by the Consultant will be noted and provided to the Client prior to the project kick-off meeting.

*Deliverables (electronic format):*

- *Data needs summary memo*
- *Planning Area map*

*Task 2.2 – Background Research and Analysis*

The Consultant will review technical information, community preferences, uses of the area today, and briefings with agencies. The Team will perform a thorough review of both background information and areas of opportunity to answer the question of "Where are we now?"

Specific items to be analyzed may include, but are not limited to:

- *Existing comprehensive plans, maps, policies and ordinances;*
- *Analysis of existing conditions, future development and a land use inventory;*
- *Analysis on development, demographic, and socio-economic trends in and around Nashville;*
- *Review the traffic data, trends, safety, bicycle and pedestrian infrastructure;*
- *Further identification of project stakeholders/property owners key to the process;*
- *General review and analysis of existing projects under review, forthcoming, or recently approved.*

*Deliverables (electronic format):*

- *Background research summary;*
- *Economic/fiscal analysis to inform the Comprehensive Plan;*
- *Identification of key areas for growth;*
- *Identification of development regulations that may impact development in Nashville;*
- *Transportation findings*

*Task 3 – Public Engagement*

*Task 3.1 – Public Engagement Plan*

At the initial kick-off meeting to establish the scope and schedule for the Project, as specified below, the Consultant will work with the Client to develop and refine the public participation.

**Deliverables (electronic format):**

- Public engagement Plan
- Project Business Cards with a QR Code for Project Ambassadors to disseminate

*Task 3.2 Stakeholder Interviews OR Focus Groups*

Based on information from the Client and findings from Task 3.1, The Consultant will either hold focus group meetings with key interest groups, or alternately meet with identified stakeholders to assist the Client in understanding the local conditions and perceptions.

**Deliverables (electronic format):**

- Stakeholder Interview Summary OR Focus Group Summary

*Task 3.3 Project Ambassadors/ Steering Committee*

The Client will identify passionate partners and local experts to help the Town make decisions about the direction of the Plan and the outcomes. This group will also work to engage greater numbers of people and target key demographic groups. These "Project Ambassadors" will work closely with the team and help disseminate important project updates and meeting dates to groups that may otherwise be overlooked. Additionally, project feedback can be provided directly to these ambassadors, offering our team a candid flow of project feedback. Three (3) Steering Committee Meetings will be held, and there will be briefings and presentations of Public Workshop materials in advance of those engagements.

**Deliverables (paper and electronic format):**

- Steering Committee Summaries
- Project Ambassador Toolkit (Land Use Planning Basics, Outreach Strategies, etc.)

*Task 3.4 Surveys*

The Client will use online tools and printed material to reach as many people as possible with pertinent questions that will result in the maximum amount of outreach. Surveys are most effective for gathering specific information about a project, gauging the reaction of an idea or illustration, and determining whether a need exists. The results of the survey will indicate the direction that the citizens want to go, gauged by their preferences and responses. Our team can develop and implement an online survey and roll it out on various platforms as well as providing printed copies in English and Spanish. Questions and illustrations will be used to poll preferences. The survey will be posted on the Town websites, as well as advertised through social media.

**Deliverables (paper and electronic format):**

- Draft survey questions
- Final Survey posted on-line and paper copies provided
- Information on taking the survey to post on the Town's website and social media accounts
- Survey posted to Project website and social media

*Task 3.5 Public Workshops*

The Client will conduct two public workshops, in conjunction with other planning efforts, to provide

project information to a larger audience at major milestones. The intent of holding workshops is to provide opportunities for two-way interaction with the public, educating them about the Comprehensive Plan, understanding their concerns and obtaining input. All materials, graphics, illustrations, and PowerPoint presentations will be easily understood, jargon-free, and full of maps and visuals to explain the planning process and project elements. The Consultant will have four (4) WR and WSP staff attend the workshops. The Client will provide additional staff to assist with setup and guiding people through the workshop. The Client will be responsible for securing a location for the meeting.

***Deliverables (paper and electronic format):***

- ***Public Workshop Materials***
- ***Public Workshop Summary***

***Task 3.6 Project website and Social Media***

The Client will set up a website either hosted by the Town or by WithersRavenel that will keep people apprised of the progress and allow for further interaction. The website will be a primary means for the public to obtain current information, with opportunities to comment and if feasible, and complete online surveys. Interactive methods will also be employed to make it more enticing for users to comment and provide input. The experts in our marketing group will provide material for the Town to post on social media to keep people engaged.

***Deliverables (electronic format):***

- ***Project Website***
- ***Social Media Materials***

***Task 4 - Plan Vision and Goals***

***Task 4.1 Plan Vision***

Through the public engagement strategies in Task 3, a vision will begin to emerge for the project. Working with the Steering Committee a vision that is carefully balanced to be viable, obtainable, and desired will be established.

***Deliverables (electronic format):***

- ***Key ideas informing the Plan Vision***
- ***A vision statement***

***Task 4.2 Plan Goals***

The Consultant will begin to work with the existing conditions and Plan Vision, and present draft goals to the steering committee. The draft goals will inform the recommendations and draft plan.

***Deliverables (paper and electronic formats):***

- ***Draft of Plan Goals***
- ***Draft Recommendations***
- ***Up to 6 street sections created using Streetmix***

***Task 5 - Final Comprehensive Plan and Land Use Map***

The Consultant will begin putting together the data collected and the draft deliverables into a draft plan. At this stage, we will have an idea of where the Town wants to go from all of the community engagement, steering committee meetings, and data gathered. Preparing a draft plan will require coordination with the team members to ensure that the components of the plan work together and fit together into a draft. We will work closely during this phase to prepare the draft recommendations and draft plan. We will continue to get feedback throughout this process to make sure we are headed in the right direction.

*Task 5.1 - Draft Comprehensive Plan*

All the previous tasks will be taken in and combined to provide a draft comprehensive plan once the Town has approved the deliverables in Task 4.

*Task 5.2 - Key Areas of Focus*

Based on collaboration with the Town and our Transportation subconsultant, WSP, up to 3 key focus areas will be identified and provided with a more in depth analysis and recommendations for future growth.

*Task 5.3 - Town Review of Drafts*

The Client will provide a maximum of three reviews of drafts prepared by the Consultant and provide feedback for any changes or edits to be incorporated.

*Deliverables (paper and electronic format):*

- 1 *Draft Final Comprehensive Plan*
- 1 *Draft Final Future Land Use Map*
- 1 *Final street sections using Streetmix*

*Task 6 - Final Comprehensive Plan and Land Use Map Adoption and Project Close-out*

Once the final draft of the Comprehensive Plan and Land Use Map are ready to move forward for adoption, the Consultant and Subconsultant will attend and present at meetings with the Planning Board and Town Council for approval of the project.

*Task 6.1 - Attend Planning Board and Town Council*

A formal presentation of the findings, recommendations, and implementation strategy will be presented at the Planning Board and Town Council meetings. The Client will be responsible for ensuring the proper notifications for a public hearing are posted in accordance with State and Nashville requirements. The Consultant will attend one (1) Planning Board meeting and one (1) Town Council meeting to present the final Project.

*Task 6.2 - Incorporation of Changes Recommended by the Town Council*

If requested, one (1) round of changes requested by the Town Council will be made and provided to the Client for review. A final presentation to the Town Council will be made to go over the changes.

*Task 6.3 - Preparation of Final Deliverables*

Once the Project is approved by the Nashville Town Council, the Final Deliverables will be prepared, packaged and delivered to the Client.

*Deliverables (paper and electronic formats):*

- 1 *PDF of Final Comprehensive Plan and Future Land Use Map*

- *Text of Final Comprehensive Plan in Microsoft Word*
- *Shapefiles for the maps prepared for the Project*
- *Twelve (12) Hard copies of the Final Comprehensive Plan*

*Task 6.4 Project Closeout*

Once the Town has received the deliverables, a meeting will be set up with the Client to obtain any feedback and the project will be officially closed out.

### C. ADDITIONAL SERVICES / EXCLUSIONS

Additional requested progress meetings or excluded tasks that are not included in the above listed scope of services are considered additional services. The CONSULTANT will furnish or obtain from others additional services that are not covered under Section B or specifically excluded, if requested in writing by the CLIENT, and accepted by the CONSULTANT. Additional services shall be paid by the CLIENT in accordance with the Fee Schedule outlined in Exhibit II.

The proposal does not include following:

**GENERAL EXCLUSIONS**

- Structural and or foundation design
- Public art design or commissioning
- Detailed amenity/playground design for final product selection
- Boundary, Topographic and Tree Surveys
- Geotechnical investigations
- Design Development, Construction Drawings, Specifications and Permits
- Mechanical, Electrical and/or Plumbing Design
- Utility relocation coordination
- Off-site easement acquisition
- Design of off-site structures, facilities and utilities
- Air, water and noise quality testing plus community impact studies
- Hazardous material surveying
- Emergency evacuation plans
- Endangered Species Identification studies or Environmental Permitting
- Irrigation Design
- Site power or electrical design
- Landscape Planting Design
- Detailed Site Lighting and Specialty Lighting Design
- PARTF Grant application and administration
- LEED/Sustainable Site design certification
- Serving as an expert witness for the CLIENT in any litigation involving the project
- Presentations to government agencies other than the CLIENT

Note: This list is not all inclusive and the Scope of Services defines the services provided by WithersRavenel for this proposal.

#### D. CLIENT RESPONSIBILITIES

The CLIENT will provide the CONSULTANT the following information as outlined below:

- 1. Designate in writing a person to act as the CLIENT's representative with respect to the work to be performed under this AGREEMENT; and such person shall have the complete authority to CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered under this AGREEMENT.
- 2. Arrange for and make provision for the CONSULTANT to enter the subject property as required for the CONSULTANT to perform services under this AGREEMENT.
- 3. Provide and arrange a venue for all project meetings.
- 4. Provide all criteria and full information as to the CLIENT's requirements for the project, and furnish copies of any prior survey documents, deeds, reports, master plans, and design and construction standards currently in the possession of the CLIENT.
- 5. CLIENT shall be responsible for acquisition of all off-site utility and/or construction easements if they become applicable for this project.
- 6. Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance of the work
- 7. Direct the CONSULTANT to provide Additional Services as stipulated in Section C of this Agreement or other services as required; and

## E. COMPENSATION FOR SERVICES

### *Basic Services*

The CONSULTANT proposes to provide the Scope of Services outlined in Section B for a lump sum amount. The budgeted total fee estimate for this contract amendment is a NOT TO EXCEED figure of Seventy Thousand Dollars (\$70,000.00) as detailed below. This estimate has been provided in good faith and may not be exceeded without being substantiated and mutually agreed in writing by the CONSULTANT and the CLIENT.

Task Number	Task Name	Fee
Task 1	Project Management & Administration	\$ 6,500.00
Task 2	Background Research and Analysis	\$ 15,000
Task 3	Public Engagement	\$ 20,000.00
Task 4	Plan Vision and Goals	\$ 9,500.00
Task 5	Final Comprehensive Plan and Future Land Use Map	\$ 15,000.00
Task 6	Plan Adoption and Project Closeout	\$4000.00
	<b>Total</b>	<b>\$70,000.00</b>

The CONSULTANT will submit monthly invoice statements to the CLIENT for all work completed. The amount of the statement will be based on the percentage of the project accomplished during the billing period. The CLIENT agrees to make prompt monthly payments in response to the monthly statements. Interest shall be charged at the rate of one and one-half (1.5) percent per month on all balances due over 90 days from date of invoice.

### *Reimbursable Expenses*

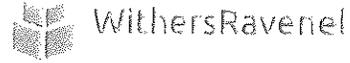
Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by THE CONSULTANT or our consultants in the interest of the Project. These expenses will be billed in accordance with Exhibit II and include but are not limited to the following:

- Mileage/Travel (for all meetings, site visits, public outreach)
- Courier Trips
- Prints/document copies (includes schematics, color renderings, plan drawings)
- Postage/FedEx
- Review Fees (if applicable)

Reimbursable expenses will be invoiced at actual cost and are estimated to be **\$2,250**

## F. TIMELINE FOR SERVICES

The CONSULTANT agrees to commence work upon receipt of written notice to proceed from the CLIENT. Summarized below is a tentative project schedule that the CONSULTANT has recommended. The timeline will



be adjusted and extended beyond the dates shown in the table depending on the date of the written Notice to Proceed by the CLIENT.

Tasks	Anticipated Schedule
Notice to Proceed from the CLIENT	July 2020
Kick-off / Tour of Town	August 2020
Background Research and Analysis	August - December 2020
Public Engagement	August 2020 - August 2021
Plan Vision and Goals	January - April 2021
Final Comprehensive Plan and Future Land Use Map	May - July 2021
Plan Adoption and Project Closeout	August 2021

The CONSULTANT will not be held responsible for any delays in time of completion resulting from:

- The CLIENT's failure to carry out any of the responsibilities listed under Section A and D in a timely manner
- CLIENT requesting Additional Services as outlined in Section C
- Any other circumstances beyond the control of the CONSULTANT

Pursuant to the terms of Paragraph 17 on Exhibit I, the time required to complete the design services listed in Section B (as well as Section C - Additional Services) will be extended by negotiation in the event the CONSULTANT is delayed by circumstances as listed in the above.

OFFERED BY:

ACCEPTED BY:

WithersRavenel

Town of Nashville, NC

By: Shonda Brown

Title: Mayor

Date: July 8, 2020

Donald G Mizelle, Jr. AICP  
Director of Project Delivery

## 7. Town Manager's Report

There was no manager's report. Council Member Taylor asked if everything was completed with the State for the cleanup that the Town was required to do at the cemetery and the old sewage plant. Mr. Lansing stated that the cleanup is complete and NCDEQ will be on site Thursday to complete the final inspection. Mayor Brown asked Mr. Lansing if he would let Council know the results. Council Member Hinton had a question about the sewage overflow manholes; she wanted to know how things worked out. She asked if it had to be reported to NCDEQ. Mr. Lansing stated that Mr. Brown was required to report and provide an estimate on the volume to NCDEQ. We have an older Town and a lot of the sewer lines in Town are old. Once the ground becomes as saturated as it was with no gaskets in the piping it acts like field tile. The groundwater runs into it, overflows it and it overfills. Once this occurred things downstream bubbled up. It is not an uncommon occurrence, you don't hear about it, but every Town our age experiences it unless they have completely gone through and replaced their sanitary sewer system. Council Member Hinton stated that there were two locations, Boddie and Church and she asked what the other location was. Mr. Brown stated that it was Boddie and Church, and First Street right where our sewer outfall begins.

## 8. Council Comments

Council Member Taylor stated that he was happy to see the residents tonight who came to speak about the flooding problems, but he would also like to see them even when they don't have a problem so that they can know what is going on in Nashville.

Council Member Hobbs stated that she was glad to see everyone here tonight, that they have been meeting in any empty room for quite a while. She encouraged the citizens to reach out to them when they have a problem or a question so that they can try to help in any way that they can.

Mayor Pro Tem Burns agreed with Council Member Hobbs statement. She stated that if there is ever a time that they cannot make it to a Council meeting that citizens send an email or give them a phone call; that they are happy to help. She was also happy to see everyone present tonight.

Council Member Hinton welcomed Ryan King and hopes that he has a lot of municipal experience. She stated that the comprehensive plan that was done in 2011 was done by Preston Mitchell and Gene Foxworth. They completed this in house and they did it very economically; in other words, it didn't cost \$72,250. This is a big figure; she understands that it needs to be done but she saw what people could do in house. She thought they did a very good job.

## 9. Mayor Comments

Mayor Brown thanked the citizens again for coming out. She reminded the citizens that they elected them and they are here to serve them. She stated that if they don't know that there is a problem then they can't help fix it; to please talk with them and let them know these things.

10. Adjourn

There being no further business, Mayor Brown called for a motion to adjourn. Mayor Pro Tem Burns made the motion to adjourn, seconded by Council Member Hinton. There being no discussion, Mayor Brown called for a vote. The motion was unanimously approved (4-0). Mayor Brown declared the meeting adjourned at 8:19 pm.

---

Brenda Brown, Mayor

Attest:

---

Jontesca Silver, Town Clerk

DRAFT



# TOWN OF NASHVILLE

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

## Town Council AGENDA REPORT

<b>MEETING DATE:</b>	August 4, 2020
<b>PREPARED BY:</b>	Randy Lansing, Town Manager
<b>ISSUE CONSIDERED:</b>	Windy Oak / Laurel Springs Drainage Improvement Project
<b>SUMMARY OF ISSUE:</b>	<p>The storm water drainage system in the Windy Oak Drive and Laurel Springs Drive neighborhood does not have an over the land route for storm water to flow when the drainage system's capacity has been exceeded. This causes the storm water to backup and flow cross abutting residential lots. The Public Works staff, working with the town engineer, has developed a construction project to build an over the land route for the excess storm water to flow, and has prepared written specifications for the project. Three area excavating contractors, all of who are qualified to construct such a project, looked at the project – Ed Braswell &amp; Sons Construction, Rocky Mount, SAC Enterprises, Inc., Nashville, and Weaver's Asphalt &amp; Maintenance Company, Rocky Mount. Two contractors have submitted bids - SAC Enterprises, for \$29,710, and Weaver's Asphalt for \$43,000. The FY-21 Storm Water Budget contains \$30,000 for small drainage improvement projects.</p>
<b>MANAGER'S RECOMMENDATION:</b>	Approve <u>Resolution 2020-17</u> Awarding a Construction Contract on the Windy Oak Drive / Laurel Spring Drive Drainage Improvement Project
<b>ATTACHMENT(S):</b>	Written Project Specifications SAC Enterprises, Inc.'s Project Bid Weaver's Asphalt & Maintenance's Project Bid
<b>REVIEWED BY TOWN MANAGER:</b>	

Resolution 2020-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NASHVILLE  
AWARDING A CONSTRUCTION CONTRACT ON THE WINDY OAK DRIVE /  
LAUREL SPRING DRIVE DRAINAGE IMPROVEMENT PROJECT

WHEREAS, the Windy Oak Drive and Laurel Springs Drive storm sewer system does not have an over the land route for storm water to flow when the drainage system's capacity has been exceeded; and

WHEREAS, the Public Works staff, consulting with the town engineer, developed detail specifications for a project to construct a surface channel to carry excess storm water through the Windy Oak Drive and Laurel Springs Drive neighborhood which will reduce the likelihood of storm water flowing into residential lots and yards;

WHEREAS, the following bids were received from qualified area excavating contractors on the project:

1. SAC Enterprises, Inc., Nashville, NC..... \$29,710
2. Weaver's Asphalt & Maintenance Company, Rocky Mount, NC ..... \$43,000

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Nashville, North Carolina that a construction contract in the amount of \$29,710 is hereby awarded to SAC Enterprises for the Windy Oak Drive / Laurel Springs Drive Drainage Improvement Project, with the project to be completed by November 22, 2020.

ADOPTED this the 4<sup>th</sup> day of August 2020 in Nashville, North Carolina.

\_\_\_\_\_  
Brenda Brown, Mayor

ATTEST:

\_\_\_\_\_  
Lou Bunch, Interim Town Clerk

(Seal)

# Town of Nashville

BRENDA BROWN  
MAYOR

RANDY LANSING  
TOWN MANAGER



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

## **Windy Oak / Laurel Springs Drainage Improvement Project**

Date: July 13, 2020  
To: Nashville Area Excavating Contractors  
From: Randy Lansing, Town Manager  
Subject: Bids for Windy Oak / Laurel Springs Drainage Improvement Project

The Town of Nashville is seeking bids from Nashville area excavating contractors for the Windy Oak / Laurel Springs Drainage Improvement Project. The project consists of:

1. construction of a V trench with the flowing specifications: 410-feet of 1½' to 2' deep with 1" to 8' side slopes;
2. removal of 30-feet of twin 24" reinforced concrete pipe (RCP);
3. installation of 200-feet of 18" RCP (note: two 40-foot runs under Windy Oak Drive and three 40-foot runs under Laurel Springs Drive);
4. restoration of Windy Oak & Laurel Springs Street Surfaces;
5. and removal of sediment from 130-feet of an open rip-rapped water way immediately downstream of the removed twin 24" reinforced concrete pipes.

The V trench shall provide an over-the-land route for storm water that is greater than the capacity of the existing 24" storm sewer pipe draining the Windy Oaks and Laurel Springs neighborhood. The new 18" RCP shall be installed over top of the existing 24" pipe on Windy Oak Drive and Laurel Springs Drive to provide overflow capacity in the drainage way. Before the new 18" pipes are installed, the pipe joints on the 24" pipe beneath it shall be checked for joint separation and sealed if found. Where the 30-feet of twin 24" pipes immediately downstream of Laurel Springs Drive are removed, the newly opened water way shall have the same profile as the waterway downstream of it and rip-rap shall be placed on its side slopes. The Town shall provide truck or trailer for the contractor to load the salvaged pipe sections and aprons on. Backfill over the new 18" pipes shall be compacted to prevent settling. The street surface over the new 18" pipe shall be replaced with 6-inches of compacted 1" limestone rock and 4" of hot mix asphalt or 5" of poured concrete. All excavated areas shall be seeded with a contractor's blend of grass mix and covered with straw or other cover to retain moisture. Existing rip-rap in and around the intake and exit aprons of the 24" pipe under Windy Oak Drive, and the rip-rap in and around the intake apron of the twin 24 pipes on Laurel Springs drive shall be removed and may be placed on the inside slopes of the open water way immediately downstream of Laurel Springs Drive's twin 24" pipes where the twin 24" pipes are being removed.

Ingress and egress access to cul-de-sac properties must be maintained. Contractor shall remove any trees, shrubs, plantings, fencing, and sheds in the 40-foot wide drainage easement that need to be removed to complete the project.

## Town of Nashville

Bids shall include all materials, machinery, equipment, and labor needed to complete the project. Bids are due by 12:00 Noon, Friday, July 24, 2020 at the Nashville Town Hall, 449 S. Barnes Street, Nashville, NC 27856. All work must be completed by November 22, 2020. The Town reserves the right to reject any and all bids. Call Randy Lansing, Town Manager, at 252-459-4511 Extension 233 with questions.

Insurance Certificate: A certificate of insurance, to the following levels of coverage, is required upon contract award. Said certificate shall name the Town of Nashville as an additional insured.

	<u>Minimum Level</u>
A. General Liability:	
- Each Occurrence.....	\$1,000,000
- Personal & Advertising Injury .....	\$1,000,000
- Bodily Injury & Property Damage .....	\$1,000,000
- General Aggregate.....	\$2,000,000
- Products - Comp/OP Aggregate .....	\$2,000,000
B. Automobile Liability .....	\$1,000,000
C. Works Compensation/Employers Liability:	
- Each Accident.....	\$ 500,000

# Town of Nashville

## Town of Nashville's Windy Oak / Laurel Springs Drainage Improvement Project Summer/Fall 2020

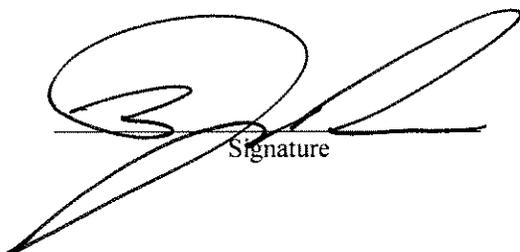
Weaver's Asphalt & Maintenance Co  
Company

P.O. Box 2801  
Address

Rocky Mount NC 27802  
City, State, Zip

252-903-0303  
Phone Number

7/24/20  
Date

  
Signature

Bid Items	Total
1. Mobilization	2,000. <sup>00</sup>
2. Construct 410-feet of 1½' to 2' of V-Trench with 1 to 12 Side Slopes	10,000. <sup>00</sup>
3. Removal of 30-feet of Twin 24" Reinforced Concrete Pipe	2,000. <sup>00</sup>
4. Installation of 200-feet of 18" RCP (two 40-foot runs under Windy Oak Drive and three 40-foot runs under Laurel Springs Drive)	12,000. <sup>00</sup>
5. Restore Windy Oak & Laurel Springs Street Surfaces	10,000. <sup>00</sup>
6. Removal of sediment from 130-feet of open rip-rapped water way	1,500. <sup>00</sup>
7. Clean-up, Lawn Restoration, & Seeding	3,500. <sup>00</sup>
8. Traffic Control (Road Work Ahead Signs & Traffic Cones at Excavations)	2,000. <sup>00</sup>
TOTAL	43,000. <sup>00</sup>

Town of Nashville

**Town of Nashville's**  
Windy Oak / Laurel Springs Drainage Improvement Project  
Summer/Fall 2020

SAC Enterprises, INC

7/21/20

Company

5801 Taylors Store Road

Date

Address

Nashville, NC 27856

City, State, Zip



Signature

252-544-1235

Phone Number

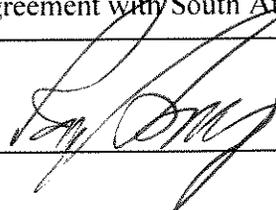
Bid Items	Total
1. Mobilization	600.00
2. Construct 410-feet of 1½' to 2' of V-Trench with 1 to 12 Side Slopes	5860.00
3. Removal of 30-feet of Twin 24" Reinforced Concrete Pipe	1250.00
4. Installation of 200-feet of 18" RCP (two 40-foot runs under Windy Oak Drive and three 40-foot runs under Laurel Springs Drive)	10,200.00
5. Restore Windy Oak & Laurel Springs Street Surfaces	7200.00
6. Removal of sediment from 130-feet of open rip-rapped water way	1500.00
7. Clean-up, Lawn Restoration, & Seeding	2800.00
8. Traffic Control (Road Work Ahead Signs & Traffic Cones at Excavations)	300.00
TOTAL	29,710.00



# TOWN OF NASHVILLE

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

## Town Council AGENDA REPORT

<b>MEETING DATE:</b>	August 4, 2020
<b>PREPARED BY:</b>	Randy Lansing, Town Manager
<b>ISSUE CONSIDERED:</b>	Selling Timber on the Town's 101 & 111 Industry Court Lots
<p><b>SUMMARY OF ISSUE:</b> As you may recall, we have a shell building developer that wants to partner with the Town of Nashville and build a 50,000 sq. ft. shell building at the Nashville Business Center on a lot owned by the Town - 111 Industry Court. In order for this to happen, the trees on the 8-acre lot will need to be removed. I have had the timber appraised by Chris Cobb, South Atlantic Timber Services, Inc., Nashville. He also appraised the timber on the Town's other 7-acre lot on Industry Court and the timber on the Town's adjoining 27-acres in the Stoney Creek bottom. The appraised timber value is \$40,920. In talking with Chris, I have discovered there are many regulations governing logging in North Carolina especially in floodplains and along blue lined streams. I have also learned that there are some logging companies that do not adhere to best logging practices, leaving logged areas a real environmental mess. In addition to timber appraisals, Chris also competitively bids logging jobs for timber owners, oversees logging operations to make sure best logging practices are followed, sees to it that stream buffers are maintained, makes sure the correct property is logged, that tree tops and branches are chipped and hauled off, that temporary haul roads are appropriately placed, built, and cleaned-up after logging, and that stumps are removed from areas for re-planting. I asked Chris what it would cost to have him to do all of these things for the Town to make sure that if the Council decides to sell the timber that the Town does not end up with any logging and environmental violations from NCDEQ. The cost to do so is 5% of an accepted timber purchase contract by the Town. So if a logging company offers the Town \$40,920 for the timber, a service contract with South Atlantic Timber Services would be \$2,046, and there would be no charge of the \$1,000 timber appraisal.</p>	
<b>MANAGER'S RECOMMENDATION:</b>	Execute a Service Contract with South Atlantic Timber Services, Inc. to Competitively Bid the Sale of the Town's 42-Acres of Timber and Oversee Its Logging
<b>ATTACHMENT(S):</b>	Timber Appraisal by South Atlantic Timber Services, Inc. Service Agreement with South Atlantic Timber Services, Inc.
<b>REVIEWED BY TOWN MANAGER:</b>	

**Cruise Workup  
Town of Nashville  
Western Avenue  
Nash County, NC**

<b><u>Product</u></b>	<b><u>Volume</u></b>	<b><u>Price</u></b>	<b><u>Total</u></b>
Red Oak	10.1 MBF	\$250/MBF	\$2,525.00
White Oak	9.2 MBF	\$310/MBF	\$2,852.00
Poplar	1.2 MBF	\$340/MBF	\$408.00
Cross Tie	148 TONS	\$15.00/TON	\$2,220.00
Pine Ply	396 TONS	\$21/TON	\$8,316.00
Pine Grade	38 TONS	\$40/TON	\$1,520.00
Hardwood Pulp	410 TONS	\$3/TON	\$1,230.00
Pine Pulpwood	120 TONS	\$7/TON	<u>\$840.00</u>
			<b>\$19,911.00</b>

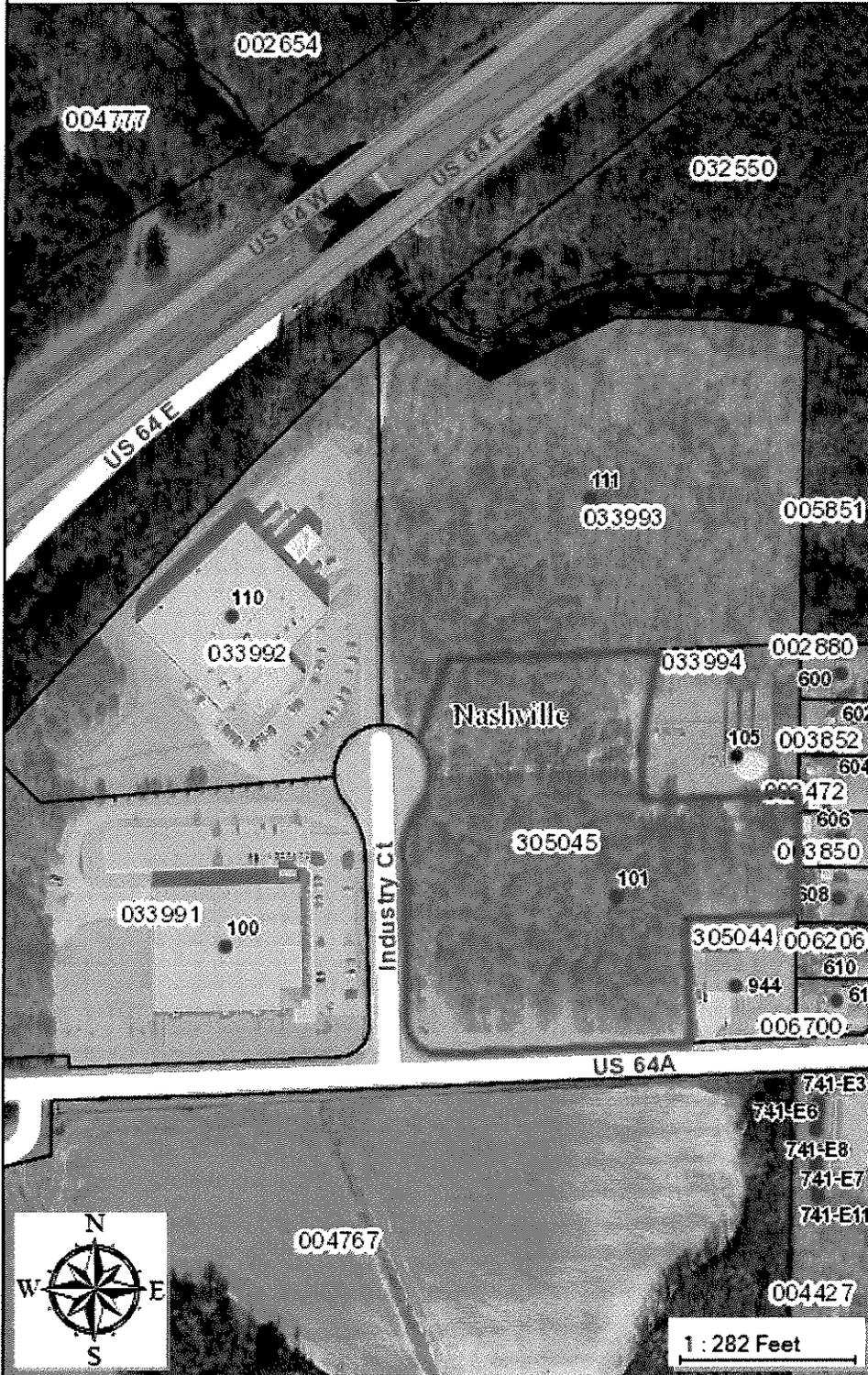


**SOUTH ATLANTIC  
TIMBER SERVICES, INC.**

5766 TOMMY ROAD  
NASHVILLE, NC 27856

**CHRIS COBB**

(252) 813-6821  
southatlantictimber@gmail.com



- Address Points
  - Active Other
  - Active Situs
  - Active Unknown
- City Limits
  -
- Community /Crossroads
  -
- Exit /Mile Markers
  - Exit
  - Half Mile Marker
  - Mile Marker
  - Rest Area
  - Weigh Station
- Nash County Boundary
  -
- NC 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 >
  - 58 < Null >
  - 581 < Null >
  - 64 < Null >
  - 64 Alt
  - 95 < Null >
  - 97 < Null >
  - 98 < Null >
- Roads
  - < all other values >
  - 1-95 US364B; US64B
  - NC/BUS Hways
  - US 301/Wesleyan Blvd
- Mid Railroad
  - +

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).



1:282

Overview Map

Quick Search

Lat  Lon  Clear

Owner

Address

PARID

PIN

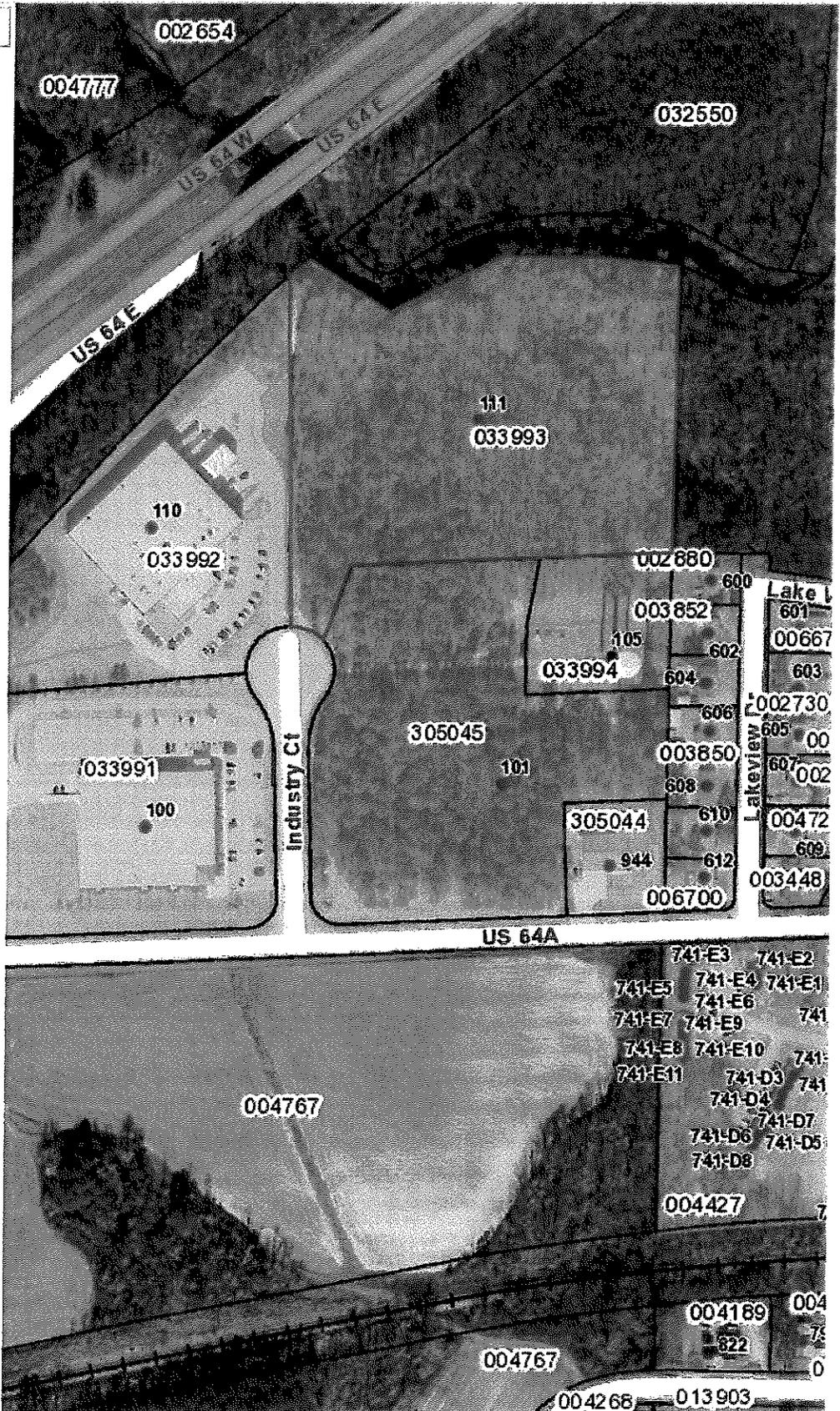
Street Name

Advanced Search

Search Builder

Coordinate Search

Comparable Search



Excel 2000/2003 Results

**Cruise Workup  
Town of Nashville  
Western Avenue  
Nash County, NC  
27.39 Acres**

<b><u>Product</u></b>	<b><u>Volume</u></b>	<b><u>Price</u></b>	<b><u>Total</u></b>
Red Oak	19.1 MBF	\$250/MBF	\$4,775.00
White Oak	5.3 MBF	\$310/MBF	\$1,643.00
Poplar ply	43 TONS	\$25.00/TON	\$1,075.00
Cross Tie	166 TONS	\$15.00/TON	\$2,490.00
Pine Ply	221 TONS	\$21/TON	\$4,641.00
Pine Grade	27 TONS	\$40/TON	\$1,080.00
Hardwood Pulp	1500 TONS	\$3/TON	\$4,500.00
Pine Pulpwood	115 TONS	\$7/TON	<u>\$805.00</u>
			<b>\$21,009.00</b>



**SOUTH ATLANTIC  
TIMBER SERVICES, INC.**

5766 TOMMY ROAD  
NASHVILLE, NC 27856

**CHRIS COBB**

(252) 813-6821  
southatlantictimber@gmail.com



## AGREEMENT FOR SERVICES

### *TIMBER SALE*

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between South Atlantic Timber Services, Inc., hereinafter called Agent, and Town of Nashville, hereinafter called Seller(s), hereby specifies the services and terms upon which both parties are mutually agreed:

1. Agent will cruise, appraise, and market the timber on the Seller(s) property described below for a fee of 5% of the total purchase price paid for the timber by the highest bidder.
  - Property is located in the Town of Nashville, Nash County, North Carolina containing 42 acres more or less in timber.
  - Parcel ID Number(s): 005851, 033993, 305045.
2. Agent will flag, paint, or otherwise mark timber sale and/or property lines before the timber is sold.
3. Agent will advertise the timber to potential buyers and give thirty (30) days, more or less, time for them to cruise and appraise the timber prior to the sale date agreeable to both parties.
4. Agent will assist with the closing, including making sure the timber deed contains terms and conditions to protect the property from damage and to insure harvesting of the timber in compliance with all State and Federal Regulations. Agent will also supervise the harvesting operation to the extent necessary to insure compliance with the timber deed provisions.
5. Both Agent and Seller(s) will be paid up front, in full, before any timber is cut, at the time of closing.
6. Agent will ensure timber buyer has workman's compensation and general liability insurance prior to timber sale closing.
7. Agent will assist in any reforestation of the property.

\_\_\_\_\_  
Agent

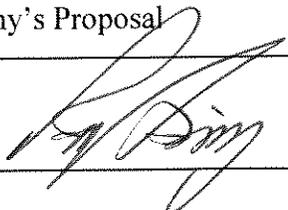
\_\_\_\_\_  
Seller



# TOWN OF NASHVILLE

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

## Town Council AGENDA REPORT

<b>MEETING DATE:</b>	August 4, 2020
<b>PREPARED BY:</b>	Randy Lansing, Town Manager
<b>ISSUE CONSIDERED:</b>	Sanitary Sewer Flow Meter
<b>SUMMARY OF ISSUE:</b>	<p>The Town of Nashville has an agreement with city of Rocky Mount to receive and treat Nashville's sanitary sewer wastewater. There is a gravity flow sewer line from Nashville to Rocky Mount that has a sewer meter vault on Old Carriage Road. Per our agreement with the city of Rocky Mount, Rocky Mount has the meter calibrated annually for accuracy. Since its calibration in January, our monthly sewer bills from Rocky Mount have been \$45,000 to \$50,000 more. Lee and I believe the flow meter has been mis-calibrated. To prove this and request an adjustment from Rocky Mount, we need to install a temporary flow meter and compare the two meters' readings for a 3 month period. We have received a proposal from Wooten Company in Raleigh for \$5,500 to oversee the installation of a 2<sup>nd</sup> flow meter and conduct analysis of the two meters' readings. Rental or lease of the 2<sup>nd</sup> meter is not included in Wooten's proposal. We should have a meter lease and installation proposal from a sewer flow meter vendor for the August 4<sup>th</sup> council meeting so the Council will know the cost.</p>
<b>MANAGER'S RECOMMENDATION:</b>	<p>Approve an Agreement with Wooten Company for Overseeing Installation of a 2<sup>nd</sup> Sewer Flow Meter and Conducting Analysis</p> <p>Approve the Lease and Installation of a Temporary Sanitary Sewer Wastewater Flow Meter</p>
<b>ATTACHMENT(S):</b>	Wooten Company's Proposal
<b>REVIEWED BY TOWN MANAGER:</b>	



July 14, 2020

Mr. Lee Brown  
Public Works Director  
Town of Nashville  
P.O. Box 987  
Nashville, NC 27856

**Re: Letter Agreement  
Stony Creek Metering Station Study**

Dear Mr. Brown:

Per our meeting on July 2, 2020 to discuss the metering station on the Stony Creek Interceptor, this letter has been prepared to act as an agreement between the Town of Nashville and LE Wooten & Company dba The Wooten Company. Below are our Project Understanding and Scope of Services:

**Project Understanding**

The City of Rocky Mount receives and treats wastewater flows from the Town of Nashville via one (1) metered interconnection on the Stony Creek Interceptor. The Wooten Company understands that the Town of Nashville wishes to verify flow metering and billing accuracy from the City of Rocky Mount, who owns the flow meter at the station. Currently, we feel the best approach is for the Town to install an upstream flow meter in a nearby manhole to compare flows with the meter in the Parshall flume with the metering station. This can be accomplished with a rental meter and will provide an "order of magnitude" comparison with the existing meter. This level of study should allow the Town to perform necessary investigations in order to make an informed decision on next steps regarding metering accuracy without a large initial investment.

**Scope of Services – Model Development and Alternatives Analysis**

The Wooten Company will perform the following services for this Contract:

- Coordinate the meter rental/installation with a vendor. (Town to pay for rental of equipment)
- Gather 2 – 3 months' worth of flow data for comparison with the existing meter flow data. Capture at least two (2) significant rainfall events (minimum 0.5" if possible) during this period.
- Perform limited evaluation of City downstream sewer based upon record drawing review.
- Review existing City meter for compatibility with metered flows (new field data received).
- Develop a letter report to summarize our findings and recommendations.

120 North Boylan Avenue  
Raleigh, NC 27603-1423

919.828.0531  
Fax 919.834.3589

[www.thewootencompany.com](http://www.thewootencompany.com)

Mr. Lee Brown  
July 14, 2020  
Page 2

We propose to perform the scope of services listed above on an hourly basis for \$5,500.00, not to exceed, based on the attached hourly rate schedule. Invoices will be sent monthly. Only those services as described within the base scope of services are included. Should modifications or additions to the scope of work be requested, we will prepare a written amendment to include such services at an additional fee for your approval prior to initiating with the work. The work described above will be completed within one hundred twenty (120) days of this executed agreement, assuming adequate rainfall data can be captured.

We appreciate this opportunity to be of service to the Town of Nashville and look forward to working with you. If this proposal/letter agreement is satisfactory, please sign where indicated below and return it to us. In the meantime, if you have any questions or require additional information, please do not hesitate to contact me or Dave Malinauskas at (919) 828-0531.

Sincerely,  
**THE WOOTEN COMPANY**



W. Brian Johnson, PE  
Vice President

Enclosure

---

**ACCEPTED BY: TOWN OF NASHVILLE**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

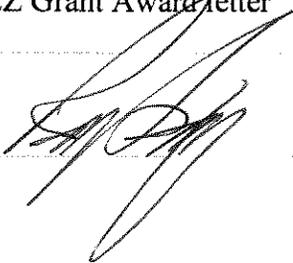
\_\_\_\_\_  
Date



# TOWN OF NASHVILLE

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

## Town Council AGENDA REPORT

<b>MEETING DATE:</b>	August 4, 2020
<b>PREPARED BY:</b>	Samantha Sanchez, Finance Director
<b>ISSUE CONSIDERED:</b>	Library Federal LSTA EZ Grant
<b>SUMMARY OF ISSUE:</b>	The Cooley Library was awarded the Federal LSTA EZ Grant for Fiscal Year 2020-2021 in the amount of \$15,867. The grant funds require a local match in the amount of \$5,289 and will be used to implement a STREAM program. The attached budget amendment appropriates fund balance for the local match and makes grant funds available for expenditure.
<b>STAFF RECOMMENDATION:</b>	Approve Budget Amendment 1
<b>ATTACHMENT(S):</b>	Budget Amendment 1 LSTA EZ Grant Award letter
<b>REVIEWED BY TOWN MANAGER:</b>	

June 9, 2020

Tikela Alston  
H.D. Cooley Library  
114 W. Church St.  
Nashville, NC 27856

Re: LSTA EZ Grant Application – Cooley's STREAM Program

Dear Tikela,

Congratulations! The State Library is pleased to inform you that this application has been approved for funding in the amount of **\$15,867**, with a \$5,289 match.

A public announcement of all 2020-2021 LSTA grant awards will be made today and grant awards will be listed online at <http://statelibrary.ncdcr.gov/ld/grants/lsta.html>.

As we adjust to life with COVID-19 in our communities, I encourage you to start planning possible contingency plans now for any in-person events you might have, in the possible event that there might be spikes during the year.

To make it easier for signatures to be gathered in a timely fashion, agreements are sent via DocuSign. How DocuSign works: the Library Director receives the documentation first, then after checking the cover page for accuracy and filling in any missing information, attach any other necessary documents, and then sign the agreement. The agreement is then automatically sent to the 2nd signer, which is the Local Government or Institutional Representative for the awarded library.

Once that person signs, the agreement package is then sent automatically to the State Librarian for execution. Once the State Librarian has signed, all parties receive a completed copy from DocuSign. Please keep this for your records, you will not receive a copy in the mail. LSTA Staff will then email the Project Manager a notification that spending may begin, which includes important information about administering the grant, and any necessary attachments.

---

Roy Cooper, Governor  
Susie H. Hamilton, Secretary

Timothy G. Owens, State Librarian  
Susan Forbes, Asst. State Librarian

**Physical Address**  
109 East Jones Street  
Raleigh, NC 27601  
(919)-814-6780

**Mailing Address**  
4640 Mail Service Center  
Raleigh, NC 27699-4000

**BUDGET AMENDMENT  
FISCAL YEAR 2020-2021**

Budget Amendment #

1

<u>Account #</u>	<u>Account Description</u>	<u>Current Budget</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>Amended Budget</u>
<b>Fund</b>	<b>10-General Fund</b>				
<b>Revenues:</b>					
10-349-0302	FEDERAL GRANTS LIBRARY	\$ -	\$ 15,867.00		\$ 15,867.00
10-399-0000	FUND BALANCE		\$ 5,289.00		\$ 5,289.00
			<b>NET CHANGE IN REVENUES</b>		<b>\$ 21,156.00</b>
<b>Expenditures:</b>					
10-630-4205	FEDERAL GRANTS LIBRARY	\$ -	\$ 21,156.00	\$ -	\$ 21,156.00
			<b>NET CHANGE IN EXPENDITURES</b>		<b>\$ 21,156.00</b>

**EXPLANATION:**

The library was awarded the Federal LSTA EZ grant to implement a STREAM program. The grant requires a 25% match.

Approved by Town Manager

posted:

Date

Approved by Town Council

Date

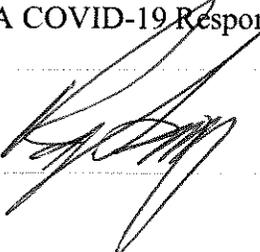
Item #:



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## Town Council AGENDA REPORT

<b>MEETING DATE:</b>	August 4, 2020
<b>PREPARED BY:</b>	Samantha Sanchez, Finance Director
<b>ISSUE CONSIDERED:</b>	Library Federal LSTA COVID-19 Response Mini-Grant
<b>SUMMARY OF ISSUE:</b>	The Cooley Library was awarded the Federal LSTA COVID-19 Response Mini-Grant in the amount of \$1,000. The grant funds do not require a local match and can be used to cover COVID-9 related expenses. The attached budget amendment makes grant funds available for expenditure.
<b>STAFF RECOMMENDATION:</b>	Approve Budget Amendment 2
<b>ATTACHMENT(S):</b>	Budget Amendment 2 LSTA COVID-19 Response Mini-Grant Agreement
<b>REVIEWED BY TOWN MANAGER:</b>	

**BUDGET AMENDMENT  
FISCAL YEAR 2020-2021**

Budget Amendment #

2

<u>Account #</u>	<u>Account Description</u>	<u>Current Budget</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>Amended Budget</u>
<b>Fund</b>	<b>10-General Fund</b>				
<b><u>Revenues:</u></b>					
10-349-0302	FEDERAL GRANTS LIBRARY	\$ 15,867.00	\$ 1,000.00		\$ 16,867.00
			<b>NET CHANGE IN REVENUES</b>		<b>\$ 1,000.00</b>
<b><u>Expenditures:</u></b>					
10-630-4205	FEDERAL GRANTS LIBRARY	\$ 21,156.00	\$ 1,000.00	\$ -	\$ 22,156.00
			<b>NET CHANGE IN EXPENDITURES</b>		<b>\$ 1,000.00</b>

**EXPLANATION:**

The library was awarded the Federal LSTA grant to help cover COVID-19 costs. The grant does not require a local match.

Approved by Town Manager

\_\_\_\_\_ Date

posted:

Approved by Town Council

\_\_\_\_\_ Item #: \_\_\_\_\_  
Date

**GRANT AGREEMENT**  
**LSTA 2019-2020 COVID-19 Response Mini-Grant**  
State Project Code: NC-19-65

This is an agreement by and between, H. D. Cooley Library hereinafter referred to as "the Library," and the State Library of North Carolina, Department of Natural and Cultural Resources, hereinafter referred to as the "State Library."

Institution and/or Library Name: H. D. Cooley Library

Mailing address: 114 W. Church St

City, State, ZIP: Nashville, NC 27856

Project manager name/title: Tikela Alston

Project manager telephone: 2524592106

Project manager email: tikela.alston@townofnashvillenc.gov

DUNS number: 159657279

Federal Employer Identification Number: 56-6001300-01

Indirect cost rate for this award: N/A

Library fiscal year ending date: June 30

Federal Award Identification Information required by 2 CFR 200.331  
 Federal Award ID number: LS-00-19-0034-19  
 Federal Award Date: January 11, 2019  
 Grant Award Period Start and End Date: July 1, 2019 - July 31, 2020  
 Amount of Federal Funds Obligated by this Action: \$ 1000  
 Federal Award Project Description as required by FFATA: LSTA State Grants  
 Contact information for awarding official: Catherine Prince, Federal Programs Consultant, State Library of North Carolina, 4640 Mail Service Center, Raleigh, NC, 27699-4600, 919-814-6796, catherine.prince@ncdcr.gov.  
 CFDA Name / Number: LSTA State Grants / 45.310  
 This award is not R&D.

The State Library has agreed to fund this grant with federal Library Services and Technology Act (LSTA) funds to be disbursed through North Carolina Accounting System accounting fund 46011495410145.

**IN CONSIDERATION OF RECEIVING THE ABOVE REFERENCED GRANT FUNDING, THE LIBRARY HEREBY AGREES TO:**

1. Accept and administer an LSTA grant from the State Library in the amount of \$ 1000 for costs associated with the project represented in the Library's grant application, grant award letter, and any amendments thereto.
2. Abide by all Grant Provisions as certified in this document and the grant application; including any certifications submitted with this grant agreement such as Children's Internet Protection Act (CIPA) Compliance and Certification Regarding Debarment and Suspension; Lobbying; Federal Debt Status; and Nondiscrimination.

3. Regularly inform the State Library on the progress of project activities as defined in the grant application.
4. Encumber and expend project funds (grant and matching)
  - only upon or after the effective date of this grant agreement and before its termination;
  - in accordance with the project budget as submitted with the project application, or as modified in the grant award letter, or as amended and approved by the State Library; and
  - in accordance with all applicable local, state and federal laws and regulations.
5. Expend project funds in a manner that ensures free and open competition.
6. Submit grant reimbursement requests with appropriate documentation of eligible project expenditures (grant and matching) as defined in the grant application, at least quarterly, on or before October 15, January 15, and April 15.
7. Submit grant progress reports, briefly describing current and anticipated project expenditures and project activities, as requested by the State Library.
8. On or before **August 15, 2020**, request a minimum of seventy-five percent (75%) of the award amount and provide documentation for seventy-five percent (75%) of the required match; provide a list of remaining activities with an estimate of remaining grant and matching expenditures as defined in the grant application.
9. Complete all project expenditures (grant and matching) by **July 31, 2020**, or by the termination date of this agreement as amended by mutual consent.
10. On or before **August 15, 2020**, submit a final request for reimbursement.
11. If eligible, the Library and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
12. Request prior written approval from the State Library for any equipment with a per unit price above \$5,000. List this equipment on the State Library Annual Equipment Tracking Survey, provided each January, for the remainder of its useful life. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.
13. Acknowledge the Institute of Museum and Library Services in all related publications and activities in conjunction with the use of grant funds as follows: "This publication/activity/program/etc. was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act (LSTA) as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources (IMLS grant number LS-00-19-0034-19)." Submit a copy of any publications or materials produced under the grant to the State Library.
14. Provide library services resulting from the grant to all members of the community served, in compliance with all Federal statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age.
15. Request prior written approval from the State Library for any subcontracting or assignment to any subgrantee or assignee. Neither the Library nor any subgrantee or assignee is relieved of the duties and responsibilities of this agreement. Subgrantees and assignees agree to abide by the terms of this

agreement and must provide all information necessary for the Library to comply with the terms of this agreement.

16. Only approved, awarded expenditures are allowable; any funds not expended as defined in the grant application will be repurposed by the State Library upon termination of this agreement.
17. Submit a final report to the State Library by **August 15, 2020**, providing a description of project expenditures, a narrative of project activities, and other elements required by the funder.
18. Certify upon completion of the grant that grant funds were received, used, and expended for the purposes for which they were granted.
19. Complete the Single Audit Certification as directed and maintain adequate financial records to ensure complete reporting, and retain programmatic, financial, and audit records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer. Provide access upon request to the Department of Natural and Cultural Resources, Office of the State Auditor, Institute of Museum and Library Services and the Comptroller General or their designees, to all records and documents related to the award, including audit work papers in possession of any auditor of the Library.
20. Ensure that grant funds are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations, and, as applicable, according to the standards of 2 CFR 200, Subpart F - Audit Requirements, as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
21. Comply with the requirements of North Carolina General Statute 143C-6-23: "State grant funds: administration: oversight and reporting requirements" and the corresponding rules of North Carolina Administrative Code, Title 9, Subchapter 03M, "Uniform Administration of State Grants." including submission of required financial reports within six months (or nine months for \$500,000 threshold) of the end of the Library's fiscal year(s) in which grant funds are received.
22. The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during and after the term of the contract to verify accounts and data affecting fees or performance).
23. File with the State Library a copy of the Library's **policy addressing conflicts of interest** that may arise involving the Library's management employees and members of its board of directors, commissions, or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Library's employees or members of its board, commissions, or other governing body, from the Library's disbursing of grant funds and local matching funds and shall include actions to be taken by the Library or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. (N.C.G.S. 143C-6-23(b)). The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234.
24. File with the State Library the Library's sworn written statement completed by the Library's board of directors or other governing body stating that, pursuant to N.C.G.S. 143C-6-23(c), the Library does not have any **overdue tax debts**, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of G.S. 160A-479.11 and 14-234.

**THE STATE LIBRARY AGREES TO:**

1. Award LSTA grant funds to the Library in the amount and under the terms and conditions stated above, subject to the availability of funds.
2. Pay LSTA grant funds upon receipt of reimbursement requests for approved, awarded expenditures submitted quarterly by the Library. Pay by **June 30, 2020**, all approved requests received on or before **April 15, 2020**, and by **September 30, 2020**, all approved requests received by **August 15, 2020**.
3. Assist the Library as appropriate and necessary with the implementation of this project. Provide monitoring and oversight through a combination of periodic emails, calls, visits, and review of reimbursement requests and reports.
4. Report on this project to the federal funding agency, the Institute of Museum and Library Services, and the North Carolina Office of State Budget and Management in accordance with all applicable federal and state requirements.

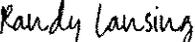
**THIS AGREEMENT** is in effect upon signing by all parties. It may be amended, if necessary, upon the mutual acceptance of a written amendment to this agreement signed and dated by the Library and the State Library. Such amendment(s) shall state any and/or all change(s) to be made. This agreement may be terminated by mutual consent with 60 days' prior written notice or as otherwise provided by law.

Returning signed agreements signifies accepting the grant award; awards not accepted by **June 30, 2020** may be withdrawn.

*[Please sign below.]*

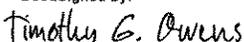
DocuSigned by:  <small>4082377118154E4...</small>	6/12/2020
Signature, Library Director	Date
Tikela Alston	

Printed Name

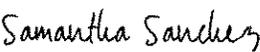
DocuSigned by:  <small>91281DF9EF0E47A...</small>	6/15/2020
Signature, Local Government or Institutional Representative	Date
Randy Lansing	Town Manager

Printed Name

Title

DocuSigned by:  <small>B82DE7FD6B2B483...</small>	6/16/2020
Signature, Timothy G. Owens, State Librarian	Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control act as amended.

DocuSigned by:  <small>EC0745DF32464C0...</small>	Samantha Sanchez	Finance Director	6/15/2020
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**GRANT PROVISIONS**

The following state and federal provisions apply to the LSTA grant program. Libraries awarded grants must agree to comply with these provisions.

**1. Grant Agreement and Timing of Expenditures**

Official notification of the grant award must be received from the State Library and a grant agreement (formal agreement between the grantee and the State Library) signed by both the representatives of the library and the State Librarian *before* any funds may be encumbered or expended for the project.

**2. Allowable and Unallowable Costs**

Grantees must carry out the grant project according to the approved grant application, and all federal funds must be expended solely for the purpose for which a grant was awarded.

The following costs are unallowable and may not be proposed as grant project costs: bad debts, contingencies, contributions and donations, entertainment, fines and penalties, under recovery of costs under grant agreements (excess costs from one grant agreement are not chargeable to another grant agreement).

**3. Legal and Regulatory Compliance**

Grantees must expend grant funds in accordance with all applicable local, state, and federal laws and regulations.

**4. Budget Revisions and Programmatic Changes**

Grantees must not deviate from the approved budget and plan for carrying out the grant project as contained in the approved grant application unless prior approval is obtained from the State Library.

**5. Records Retention**

Grantees must maintain adequate records to ensure complete reporting, and retain programmatic and financial records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer.

**6. Free and Open Competition**

Purchases made from grant funds must be carried out to ensure free and open competition to the extent possible. Libraries eligible to purchase under state contract may use this option for grant purchases.

**7. Debarment & Suspension**

Transactions for the purposes of this grant will not knowingly be made with parties who have been debarred or suspended from receiving Federal financial assistance under Federal programs and activities (Debarment and Suspension Certification). See Excluded Parties List System at <https://www.sam.gov>.

**8. Equipment Purchases and Inventory**

Equipment with a per unit price above \$5,000 requires advance written approval from the State Library. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.

**9. Publicizing & Acknowledging Funds**

Grantees are required to credit IMLS/LSTA in all related publications and activities in conjunction with the use of grant funds. Grantees should publicize grant-supported activities in available and appropriate media. The following statement must be used when meeting these requirements: "This publication/activity/program was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources." Copies of any publications or materials produced under the grant must be submitted to the State Library. IMLS logos are available at [http://www.imls.gov/recipients/imls\\_acknowledgement.aspx](http://www.imls.gov/recipients/imls_acknowledgement.aspx)

**10. Lobbying**

Grantees are prohibited by federal law from using grant funds to pay costs associated with lobbying Congress or the public for purposes of influencing elections, legislation, or the award of any federal funds. Grantees receiving an award of over \$100,000 must file a certification regarding lobbying.

**11. Non-discrimination**

All library services provided as a result of federal grant funds must be available without discrimination to all members of the community served. Participation may not be denied on the basis of race, color, national origin, handicap, age, or sex. Relevant legislation includes but is not limited to the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); The Age Discrimination Act (42 U.S.C. 6101 *et. seq.*); 45 CFR 1110 - Nondiscrimination in federally assisted programs; 45 CFR 1170 - Nondiscrimination on the basis of handicap in federally assisted programs and activities; 45 CFR 1181 - Enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by the Institute of Museum and Library Services.

**12. Trafficking in Persons**

Grantees must comply with 22 U.S.C. § 7104(g) which prohibits engaging in trafficking in persons, procuring a commercial sex act, or using forced labor.

**13. Audit and Financial Reporting Requirements**

LSTA grants must be audited in compliance with federal and state audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations. The following source documents outline the standards and requirements:

- United States Office of Management and Budget (OMB) 2 CFR 200, Subpart F - Audit Requirements
- North Carolina General Statute 143C-6-23 "State grant funds: administration; oversight and reporting requirements," and the corresponding rules of North Carolina Administrative Code, Title 09, Chapter 03M, "Uniform Administration of State Grants."

**LEGAL REFERENCES:**

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [address grants and cooperative agreements pertaining to institutions of higher education, states, local governments, Indian tribes, and nonprofit organizations]
- 2 CFR Part 3185 - Nonprocurement debarment and suspension
- 2 CFR 3186 - Requirements for drug-free workplace