

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 4th 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 19th 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 11th and 12th,

July 25th and 26th, July 31st and August 1st, and August 7th through the 9th. 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 1st 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 water system.
- (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 7th day of July 2020.

Attest:


Jontesca T. Silver, Town Clerk


Brenda Brown, Mayor

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- 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 15th; he has spoken with Mr. Williams who has assured him that it will be completed by August 15th. 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.

Service Obligation	Landlord	Tenant	Not Applicable
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	

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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.

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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.

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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.

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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.

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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:

Richard Adam Williams

Date: _____

TENANT:

Town of Nashville, NC

By: Brenda Brown, Mayor

Date: _____

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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):

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

Task 6 - Final Comprehensive Plan and Land Use Map Adoption and Project Closeout

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):

- 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.
- 1. Arrange for and make provision for the CONSULTANT to enter the subject property as required for the CONSULTANT to perform services under this AGREEMENT.
- 1. Provide and arrange a venue for all project meetings.
- 1. 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.
- 1. CLIENT shall be responsible for acquisition of all off-site utility and/or construction easements if they become applicable for this project.
- 1. 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
- 1. 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 Items	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
	Total	\$70,000.00

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.

Activity	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

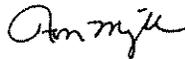
The CONSULTANT will not be held responsible for any delays in time of completion resulting from:

- 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:

WithersRavenel



Donald G. Mizelle, Jr. AICP
Director of Project Delivery

ACCEPTED BY:

Town of Nashville, NC

By: 
 Title: Mayor
 Date: July 8, 2020

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.

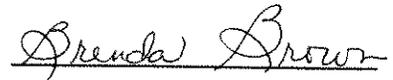
Council Member Hinton welcomed Ryan King and hopes that he has a lot of municipal experience. She stated that the comprehensive plan that was done in 2011 was done by Preston Mitchell and Gene Foxworth. They completed this in house and they did it very economically; in other words, it didn't cost \$72,250. 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:


Lou Bunch, Interim Town Clerk