



Nashville Town Council Regular Meeting

Tuesday, October 6, 2020

7:00 PM

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

1. Call to Order by Mayor Brown
2. Pledge of Allegiance
3. Prayer
4. Approval of Meeting Minutes
 - a) August 18, 2020 – Called Meeting Minutes
 - b) September 1, 2020 – Regular Meeting Minutes
 - c) September 16, 2020 – Called Meeting Minutes
 - d) September 22, 2020 – Called Meeting Minutes
 - e) September 30, 2020 – Agenda Meeting Minutes
5. Public Comments Period
6. Old Business
 - a) Discussion of South Creek Stormwater Drainage Study and Report.
7. New Business
 - a) Recognition of Tikela Alston for obtaining her Public Librarian Certification
 - b) Presentation of Revenue Report
 - c) Consideration of FP 2020-01: Final Plan for Aviation Avenue Subdivision
 - d) Consideration of Participation in the CGI Communications Street Banner Program
 - e) Consideration of Nashville Downtown Strong Advisory Board Appointments
 - f) Consideration of Water Purchase Contract Renewal with the City of Rocky Mount
 - g) Consideration of Additional Full-Time Position in the Finance Department
 - h) Consideration of Budget Amendment #7
8. Town Manager's Report
 - a) Budget Amendment #5
9. Council Comments
10. Mayor Comments
11. Adjourn



TOWN OF NASHVILLE

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

Town Council AGENDA REPORT

MEETING DATE:	October 6, 2020
PREPARED BY:	Randy Lansing, Town Manager
ISSUE CONSIDERED:	Windy Oak/Laurel Springs Drainage Improvements
SUMMARY OF ISSUE:	Attached is the final Flood Study for the Windy Oak Drive & Laurel Springs Drive Drainage Improvements by Stocks Engineering. Last Thursday, Mike Stocks and I met with 6 of the 8 property owners along the Windy Oak & Laurel Springs drainage route to explain the drainage problem and show them the alternatives and costs for correcting the problem. The property owners are planning on attending the October 6 th Council meeting to discuss the alternatives with Council.
MANAGER'S RECOMMENDATION:	Discuss the Alternatives in the Flood Study for Windy Oak/Laurel Springs Drainage Improvements and see if there is consensus on one
ATTACHMENT(S):	Flood Study of Wind Oak/Laurel Springs Drainage Improvements
REVIEWED BY TOWN MANAGER:	



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Town Council AGENDA REPORT

MEETING DATE:	October 6, 2020
PREPARED BY:	Lou Bunch, Human Resources Director and Interim Town Clerk
ISSUE CONSIDERED:	Recognition of Tikela Alston for obtaining her Public Librarian Certification for the State of North Carolina.
SUMMARY OF ISSUE:	<p>The NC Public Librarian Certification Commission was formed in 1936 to set minimum standards for public librarians to protect and maintain public library resources, to assure professional management and administration of library services, to meet the personnel requirements for State Aid administered by the State Library of NC, and to guarantee the best possible public library service to all North Carolinians.</p> <p>Tikela Alston has earned the prestigious Public Librarian Certification through the North Carolina Department of Natural and Cultural Resources/Division of State Library. Please join us in congratulating Tikela Alston on earning this designation.</p>
STAFF RECOMMENDATION:	Staff recommends that Council recognize Tikela Alston for this professional accomplishment.
ATTACHMENT(S):	1. Designation Email from the State Library of North Carolina
REVIEWED BY TOWN MANAGER:	

North Carolina Public Librarian Certification Commission

message

From: Sarah R <sarah.witty@ncdcr.gov>
To: "tikelaalston@gmail.com" <tikelaalston@gmail.com>

Tue, Sep 15, 2020 at 2:46 F



North Carolina Public Librarian Certification Commission

Department of Natural and Cultural Resources/Division of State Library

Governor, Roy Cooper

Secretary, Susi H. Hamilton

Timothy G. Owens, State Librarian
Tanya Prokrym, Director of Library Development

Lauren Clossey, Consultant to Certification Commission

September 15, 2020

Dear Tikela Alston,

After a review of your application and transcript on 9/11/2020, The State Library of North Carolina and the North Carolina Public Librarian Certification Commission are pleased to grant you Public Librarian Certification for the state of North Carolina.

Your certification number is 11367. You will also receive your signed certificate in the mail.

Please feel free to contact me if you have any questions about your application.

Congratulations,

Lauren Clossey
Liaison Consultant to the Certification Commission
State Library of North Carolina
Lauren.clossey@ncdcr.gov
919-814-6782



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AGENDA REPORT

MEETING DATE:	October 6, 2020
PREPARED BY:	Randy Lansing, Town Manager
ISSUE CONSIDERED:	Finance Director's Report on Revenues To Date
<p>SUMMARY OF ISSUE: A concern when the Town Council adopted the Town's the FY-21 Operating Budget together was - would the projected revenues be realized and received, especially sales tax, property tax, and utility payments. Finance Director, Samantha Sanchez, has been tracking the Town's revenue and will give the Council a report at the October 6th council meeting.</p>	
MANAGER'S RECOMMENDATION:	Receive the Finance Director's Revenue Report
ATTACHMENT(S):	Revenue Report to be Handed out at Meeting
REVIEWED BY TOWN MANAGER:	



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**Town Council
AGENDA REPORT**

MEETING DATE:	October 6, 2020
PREPARED BY:	Sherry N. Moss, Planning & Development Director
ISSUE CONSIDERED:	Aviation Avenue Subdivision
SUMMARY OF ISSUE:	Request for a proposed final major subdivision approval of an 11-lot major subdivision off Aviation Avenue, Zoning District R-4 (High-Density Residential). This parcel contains approximately 1.797 acres and identified by Nash County Tax Parcel Number 380120901859.
STAFF RECOMMENDATION:	Staff recommends approval of FP 2020-01
PLANNING BOARD RECOMMENDATION:	Planning Board recommends approval of FP 2020-01
ATTACHMENT(S):	Final Plat – Aviation Avenue
REVIEWED BY TOWN MANAGER:	

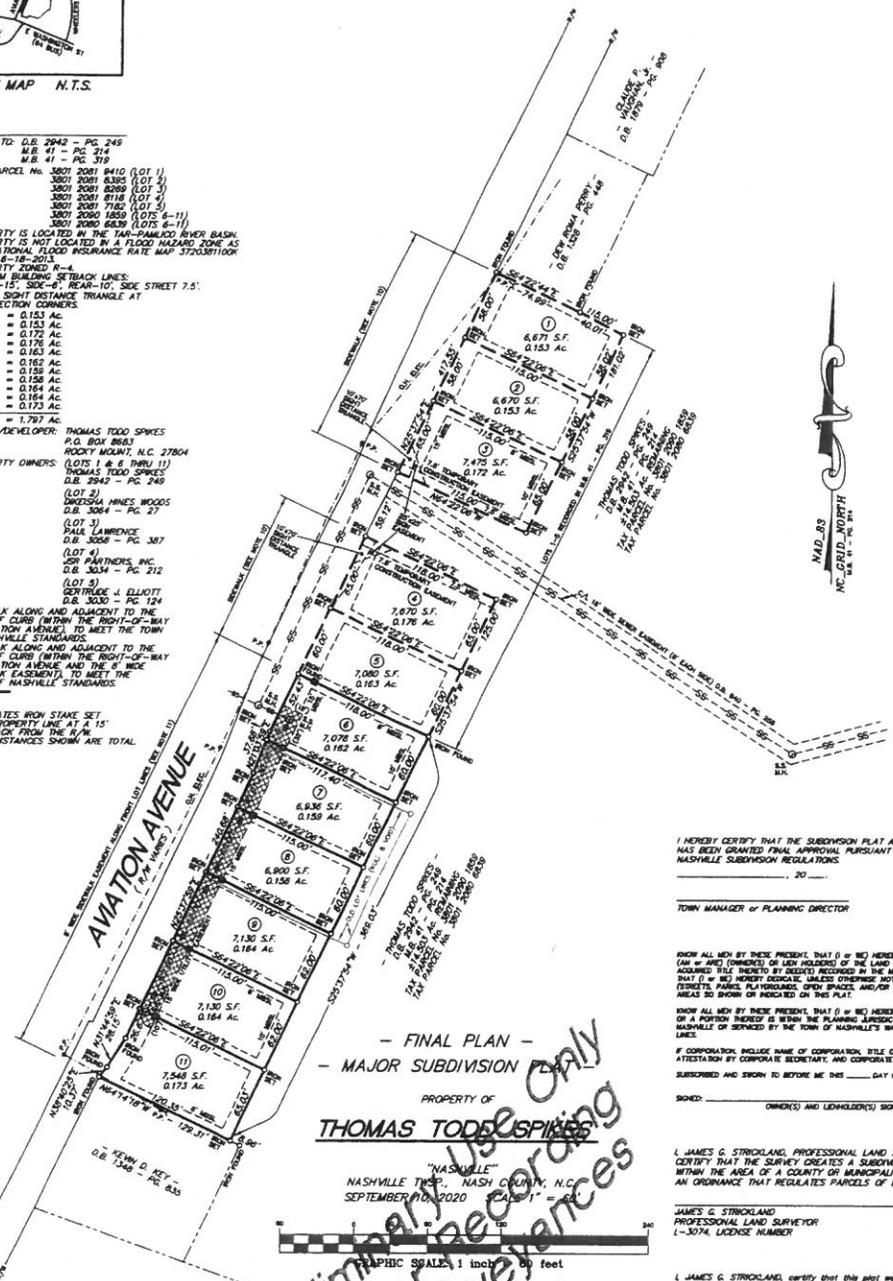


VICINITY MAP N.T.S.

- NOTES:**
- REFER TO: D.B. 2942 - PG. 248
M.B. 41 - PG. 314
M.B. 41 - PG. 319
 - TAX PARCEL No. 3801 2081 8410 (LOT 1)
3801 2081 8305 (LOT 2)
3801 2081 8288 (LOT 3)
3801 2081 8116 (LOT 4)
3801 2081 7182 (LOT 5)
3801 2080 1859 (LOTS 6-11)
3801 2080 8439 (LOTS 6-11)
 - PROPERTY IS LOCATED IN THE TAN-PANUCCO RIVER BASIN.
PROPERTY IS NOT LOCATED IN A FLOODED HAZARD ZONE AS PER NATIONAL FLOOD INSURANCE RATE MAP 37203H100C
DATE 8-18-2013
 - PROPERTY ZONED R-4
MINIMUM BUILDING SETBACK LINES:
FRONT-15', SIDE-8', REAR-10', SIDE STREET 7.5'.
10'±70' SIGHT DISTANCE TRIANGLE AT INTERSECTION CORNERS.
 - LOT 1 = 0.153 Ac.
LOT 2 = 0.153 Ac.
LOT 3 = 0.172 Ac.
LOT 4 = 0.176 Ac.
LOT 5 = 0.163 Ac.
LOT 6 = 0.162 Ac.
LOT 7 = 0.159 Ac.
LOT 8 = 0.158 Ac.
LOT 9 = 0.164 Ac.
LOT 10 = 0.184 Ac.
LOT 11 = 0.173 Ac.
TOTAL = 1.797 Ac.
 - OWNER/DEVELOPER: THOMAS TODD SPIKES
P.O. BOX 8863
ROCKY MOUNT, N.C. 27804
 - PROPERTY OWNERS:
(LOTS 1 & 6 THRU 11)
THOMAS TODD SPIKES
D.B. 2942 - PG. 248
(LOT 2)
SANDRA JAMES WOODS
D.B. 3064 - PG. 27
(LOT 3)
PAULA LAWRENCE
D.B. 3058 - PG. 387
(LOT 4)
PARTNERS, INC.
D.B. 3034 - PG. 212
(LOT 5)
GERTRUDE J. ELLIOTT
D.B. 3030 - PG. 124
 - SIDEWALK ALONG AND ADJACENT TO THE BACK OF CURB (WITHIN THE FRONT-OF-WAY OF AVATION AVENUE) TO MEET THE TOWN OF NASHVILLE STANDARDS.
 - SIDEWALK ALONG AND ADJACENT TO THE BACK OF CURB (WITHIN THE FRONT-OF-WAY OF AVATION AVENUE AND THE 8' WIDE SIDEWALK EASEMENT) TO MEET THE TOWN OF NASHVILLE STANDARDS.
 - INDICATES IRON STAKE SET ON PROPERTY LINE AT A 14' SETBACK FROM THE R/W. ALL DISTANCES SHOWN ARE TOTAL.

LEGEND:

- LINES SURVEYED
- LINES NOT SURVEYED
- EP EXISTING IRON PIPE
- ES EXISTING IRON STAKE
- EA EXISTING IRON NAIL
- MP NEW IRON PIPE SET
- MP NEW IRON PIPE FOUND
- CC CONTROL CORNER
- MC IRON MET
- PX IRON PEG
- PC IRON PEG SET
- RS RAILROAD SPRIG FOUND
- CS CONCRETE MONUMENT
- EM EX. CONIC MONUMENT
- EL EX. LIGHTWOOD STAKE
- SB IRON SPOKE
- PL PLAT BOOK
- R/W RIGHT OF WAY
- CO CENTERLINE
- CM COMPROMISED METAL PIPE
- RP REINFORCED CONCRETE PIPE
- HT HOT TO SCALE
- HW HORIZONTAL WELL
- LI LIGHT
- PI POWER POLE
- CA CONTROL ACCESS
- TR TO BE REMOVED
- AD ADDRESS
- AREA CALCULATED BY THE COORDINATE METHOD.



M.A.D. 88
M.C. GRID NORTH
M.B. 41 - PG. 314

- FINAL PLAN -
- MAJOR SUBDIVISION -

PROPERTY OF
THOMAS TODD SPIKES

"NASHVILLE"
NASHVILLE, NASH COUNTY, N.C.
SEPTEMBER 10, 2020 SCALE 1" = 60'

GRAPHIC SCALE: 1 inch = 60 feet

James G. Strickland
Land Surveying, P.A.
223 West Washington Street
Nashville, North Carolina 27856
NORTH CAROLINA CERTIFICATE NUMBER C-3721
TELEPHONE (252) 458-3838
FAX (252) 458-1885

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT AS DEPICTED HEREON HAS BEEN GRANTED FINAL APPROVAL PURSUANT TO THE TOWN OF NASHVILLE SUBDIVISION REGULATIONS.

TOWN MANAGER or PLANNING DIRECTOR

KNOW ALL MEN BY THESE PRESENTS, THAT I (or WE) HEREBY CERTIFY THAT I (or WE) (as an INDIVIDUAL OR LEGAL ENTITY) OF THE LAND SHOWN ON THIS PLAT, BEING ACCORDING TITLE INHERITED BY DEED(S) RECORDED IN THE NASH COUNTY REGISTRY AND THAT I (or WE) HEREBY OFFICIALLY WAIVES OTHERWISE NOTED HERETO TO PUBLIC USE (STREETS, PARKS, PLAY HORIZONTALS, OPEN SPACES, AND/OR EASEMENTS) FOREVER ALL RIGHTS TO SHOW OR INDICATED ON THIS PLAT.

KNOW ALL MEN BY THESE PRESENTS, THAT I (or WE) HEREBY CERTIFY THAT SUBDIVISION OF A PORTION THEREOF IS WITHIN THE PLANNING JURISDICTION OF THE TOWN OF NASHVILLE OR SERVICED BY THE TOWN OF NASHVILLE'S WATER AND/OR SEWER UTILITY LINES.

IF CORPORATION, INCLUDE NAME OF CORPORATION, TITLE OF CORPORATE OFFICER ATTESTATION BY CORPORATE SECRETARY, AND CORPORATE SEAL.

SIGNED: _____
OWNER(S) AND LENDHOLDER(S) SIGNATURES

JAMES G. STRICKLAND, PROFESSIONAL LAND SURVEYOR
CERTIFY THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

JAMES G. STRICKLAND
PROFESSIONAL LAND SURVEYOR
1-3074, LICENSE NUMBER

JAMES G. STRICKLAND, certify that this plat was drawn under my supervision from an actual survey made under my supervision (detailed description recorded in Book 2942, Page 248; Book 41, Page 314; Book 41, Page 319); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 41, Page 319; that the ratio of precision or positional accuracy as calculated is 1:15,000; that this plat was prepared in accordance with G.S. 47-35 as amended; Witness my original signature, License Number and seal this ____ day of _____, A.D. _____

Professional Land Surveyor
1-3074
License Number

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

DATE _____ REVIEW OFFICER _____

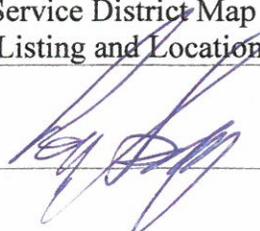
Preliminary Use Only
Not for Recording
or Easements



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Town Council AGENDA REPORT

MEETING DATE:	October 6, 2020
PREPARED BY:	Sherry Moss, Planning & Development Director
ISSUE CONSIDERED:	CGI Communications has invited the Town of Nashville to participate in a cost- free decorative street banner program.
SUMMARY OF ISSUE:	CGI Communications would like to enter into an agreement with the Town of Nashville for a cost-free banner program. CGI will provide 25 free banners branded with the artwork of the town's choosing. Banners are designed exclusively for Nashville, to showcase the community's economic vitality and the support of local businesses. The agreement includes a 3-year commitment of banner display, a Letter of Support for local businesses to advertise with CGI, and identification of and access to the preferred pole sites for proper banner placement. There is no minimum or threshold of sponsorships for this program. If no businesses participate the cost to the Town is still free.
STAFF RECOMMENDATION:	Staff recommends approval of the partnership and agreement with CGI.
MSD RECOMMENDATION:	MSD Advisory Board recommends approval of the partnership and agreement with CGI.
ATTACHMENT(S):	Memorandum: CGI 2020 Community Banner Program Nashville Agreement Sample Letter of Support to Local Businesses CGI Banner Presentation Municipal Service District Map Street Pole Listing and Location Map
REVIEWED BY TOWN MANAGER:	

Town of Nashville

**BRENDA BROWN
MAYOR**

**RANDY LANSING
TOWN MANAGER**



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

Memorandum

Date: September 23, 2020

To: Town of Nashville Town Council

From: Sherry N. Moss, Planning Director

Subject: 2020 Community Banner Program

CGI Communications would like to enter into an agreement with the Town of Nashville for a free promotional decorative street banner program within the downtown area. I felt it very fitting to share this opportunity to the MSD Board. This banner program is designed to showcase the community's economic vitality and to support local businesses. However, to make sure we can make this program possible, access and utilization of street poles would need to be permissible.

CGI / Community Showcase Banner Program includes:

- Program set up for 3 years
- A minimum of 25 full-color, custom graphic vinyl banners for all permissible poles
- Business sponsors are featured on the bottom 30% of the banner
- Sponsors can be displayed with name and logo or just name
- A graphic arts department will be available to assist with design and concept
- Artwork, design, and size are customized to meet the community's specifications (standard size 30"x72")
- CGI takes care of all brackets, hardware, installation, and maintenance
- Quantity of banners are determined by number of sponsor participants; you get 25 free banners no matter what. If no businesses participate, CGI will provide 25 free banners with the artwork of your choosing. There is no minimum or threshold of sponsorships for this program.

Town of Nashville

- CGI is responsible for approaching local businesses
- CGI insures all banners
- Duration of sponsor participation will be one (1) year with the option to renew; sponsor has the option to update banner design each year for the duration of the program.
- Sponsorship fulfillment includes all related aspects of marketing, production, and printing
- Free banners for police department, fire department, and city /town hall.
- Timeline is 3-4 weeks for sponsorship, 2 weeks for printing, and 2 weeks for installation
- The Town of Nashville will assume no cost or liability for the sales and production of the banners for this project

To participate in the Banner Program, the Town of Nashville will need to give CGI direction for artwork, sign the letter of introduction, sign the one-page agreement, and provide identification of, and access to the preferred pole sites for proper banner placement. If you have further questions regarding the Banner Program, please feel free to email Nikki Carroll at nlcarroll@cgicompany.com or call her at 315-296-4091.

Attachments:

Nashville, NC Banner Agreement

Nashville, NC Banner Letter of Introduction

CGI Banner Presentation

Municipal Service District Map

Street Pole Listing and Location Map



2020 Community Banner Program

Name: Sherry Moss

Title: Town of Nashville Planning Director

Address: 499 South Barnes Street, P.O. Box 987

City, State, Zip: Nashville, NC 27856

Phone: 252-459-4511 ext. 232

Email: sherry.moss@townofnashvillenc.gov

Website: www.townofnashville.com

This agreement is between CGI Communications, Inc. and the Town of Nashville, and shall remain in effect from the date it is signed by both parties until the completion of the three (3) years of banner display, as described herein.

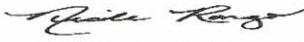
CGI / Community Showcase Banners shall provide the following:

- A minimum of 25 full-color, custom graphic vinyl banners for all permissible poles
- Business sponsors featured on the bottom 30% of the banner
- Artwork, design and size customized to meet your community's specifications (standard size 30" x 72")
- All brackets, hardware, installation and maintenance
- Quantity of banners determined by number of sponsor participants
- Duration of sponsor participation will be one (1) year with the option to renew
- Sponsorship fulfillment including all related aspects of marketing, production, and printing
- The Town of Nashville will assume no cost or liability for the sales and production of the banners for this project

The Town of Nashville shall provide the following:

- Letter of introduction supporting the program on your organization's letterhead
- The right for CGI to use organization's name in connection with the preparation, production and marketing of the program set forth herein only
- Identification of, and access to the preferred pole sites for proper banner placement

We, the undersigned, understand the above information and have full authority to sign this agreement.

Nashville, NC	CGI Communications, Inc.
Signature:	
Name (printed):	Name (printed): Nicole Rongo
Title:	Title: Vice President of Marketing and Acquisitions
Date:	Date: September 3, 2020

Town of Nashville

**BRENDA BROWN
MAYOR**

**RANDY LANSING
TOWN MANAGER**



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

Dear Valued Business Owner:

As you know, Nashville is dedicated to making our community a great place to live, work, shop and conduct business. We have agreed to participate in a promotional Banner Campaign conducted by CGI Communications, Inc.

We believe this program will reinforce our city brand and brighten and invigorate our downtown. These banners, designed exclusively for Nashville, will showcase our community's economic vitality and the support of our local businesses.

A representative from CGI will be contacting you to discuss the Banner Campaign. We encourage you to consider participating in this program as it provides an exciting new opportunity to showcase your community pride and affords all business owners the opportunity to take advantage of CGI's various digital media products and services.

To learn more about sponsorship opportunities or to request an appointment please e-mail BrandonB@cgicompany.com.

Best Regards,

Brenda Brown
Mayor, Town of Nashville



COMMUNICATIONS

Banner Program

History

Dedicated to serving communities and businesses across the U.S.

30+ years

of community based marketing and advertising experience

3,000+

community partners

50,000+

business clients across the U.S. and Canada

Partnerships

PARTNERED WITH:



PREMIER CORPORATE MEMBER OF:



MEMBER OF:

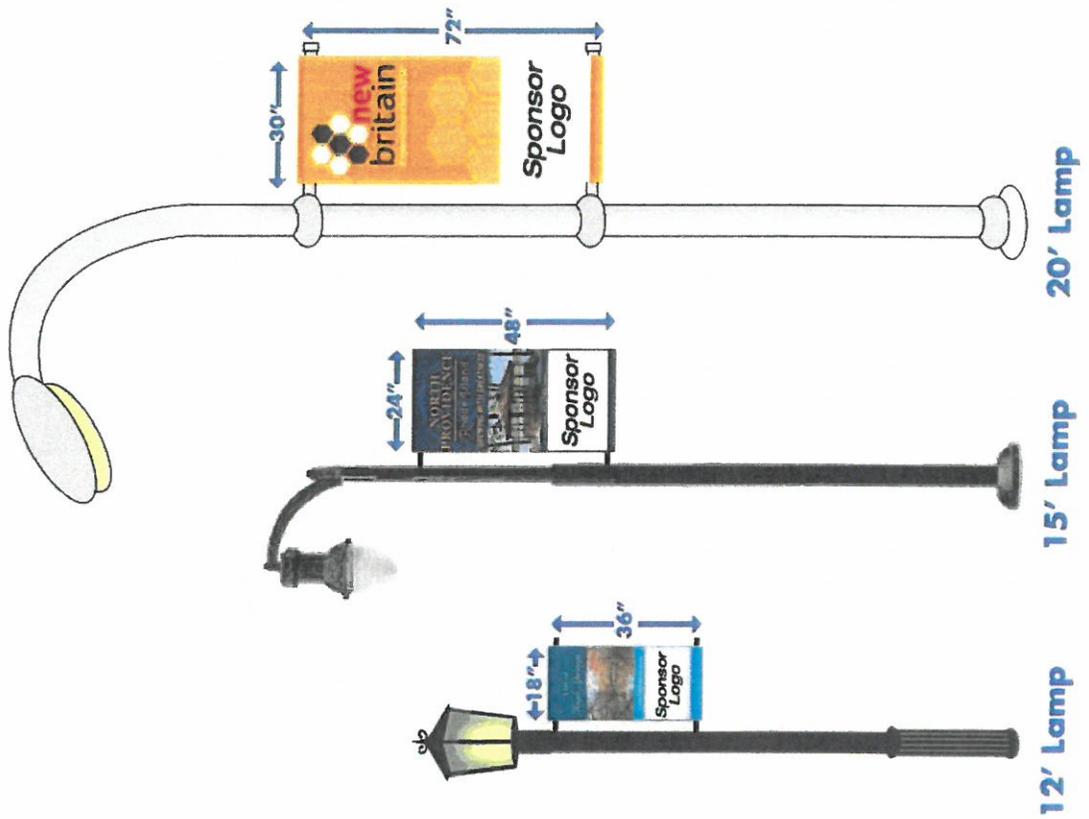


MUNICIPAL LEAGUE PARTNERS:

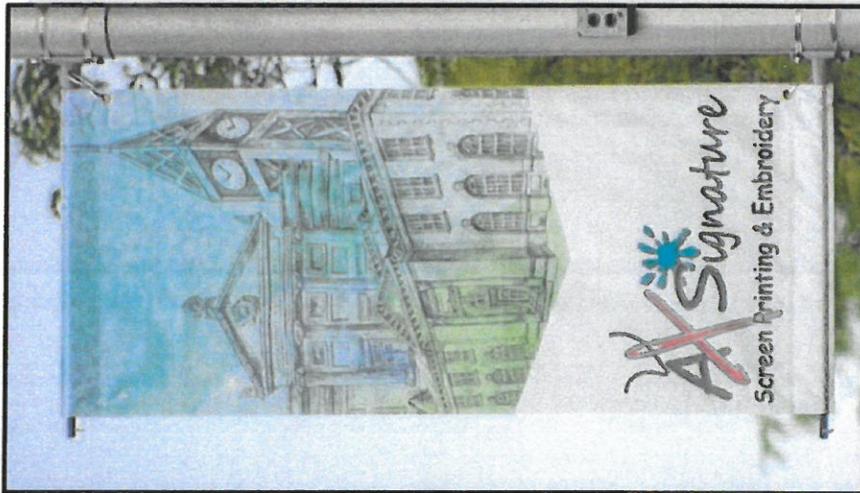
Allied Member



Banner Sizes



Keep it local



Examples

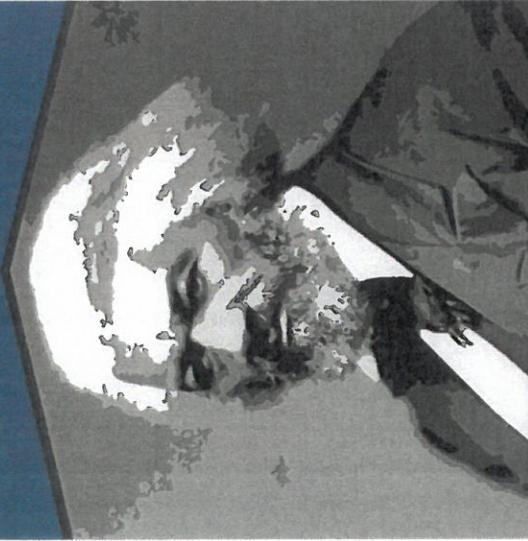


Examples



Examples

IF THERE IS NO STRUGGLE,
THERE IS NO PROGRESS.
-FREDERICK DOUGLASS



#ROCHESTERTOGETHER

review tube

THANK YOU
HEALTHCARE
WORKERS



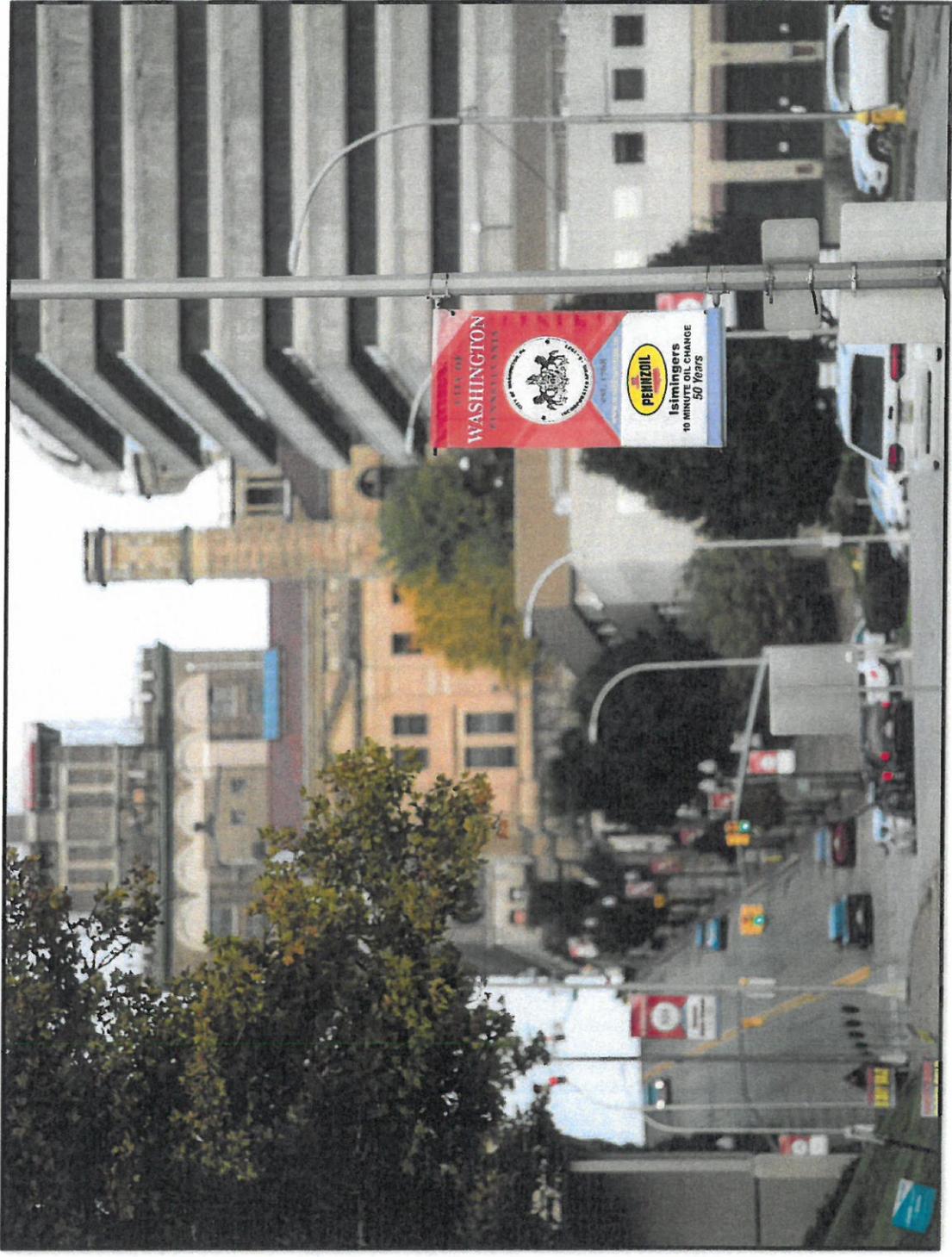
#RochesterStrong



Beautify Downtown



Beautify Downtown



Free Banners



Fire Station

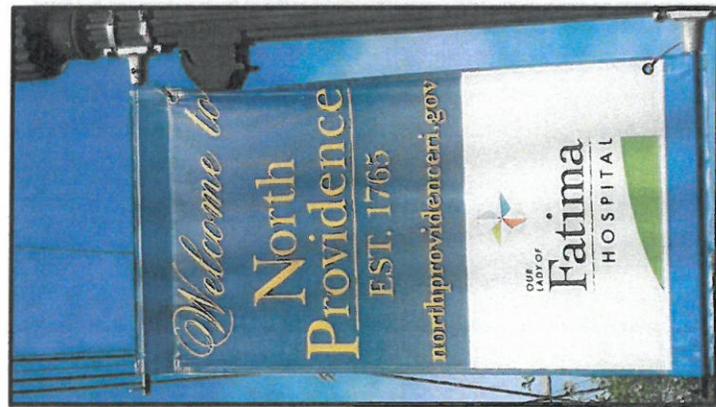


Police Station

Make it FUN



Updated Design Every Year



2017



2018



2019

Lasting Pride



Letter Example



KRZYSZTOF (KRIS) WASOWICZ
MAYOR/VILLAGE PRESIDENT
krwasowicz@villageofjustice.org

Village of
JUSTICE

7800 South Archer Road, Justice, Illinois 60458
www.villageofjustice.org

Phone 708-458-2520
Fax 708-458-4582
Cell 708-243-8032

April 16, 2015

Dear Justice Business Owner:

As you know, the Village of Justice is dedicated to making our community a great place to live, work, shop and conduct business. We have agreed to participate in a promotional campaign conducted by CGI Communications, Inc., which we believe will help market the community and doing business in the Village of Justice.

The program calls for street banners, designed exclusively for our community, indicating our Village's website address (www.villageofjustice.org) and also showing Justice's economic vitality, and the support of our business community.

A representative of CGI Communications, Inc. will be contacting you to discuss the street banner program. The program is strictly voluntary and although we encourage you to consider supporting this program, you are under no obligation to participate. Please take a look and see what you think. The program can certainly be a win-win for all involved.

Sincerely,

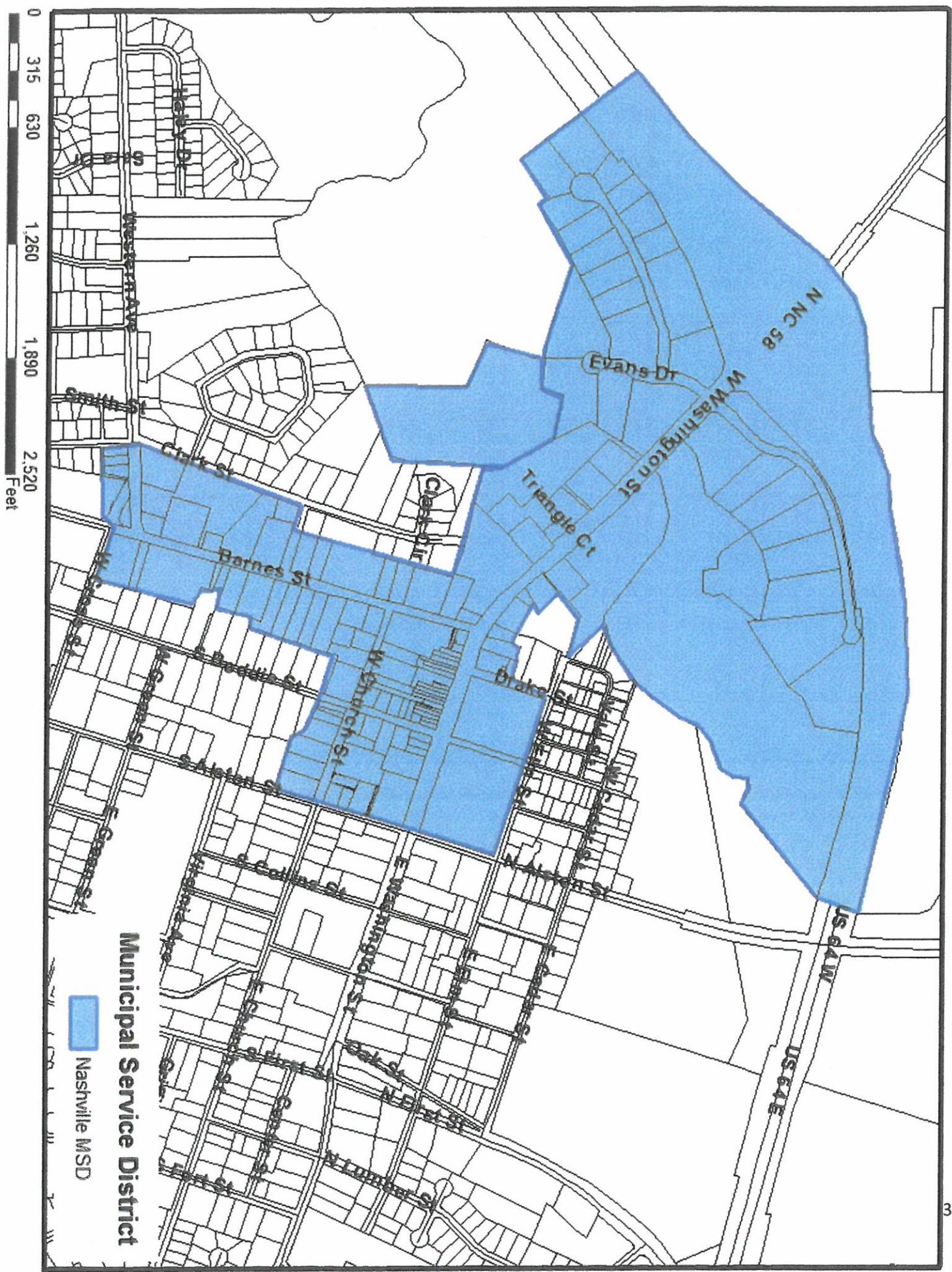
Krzysztof (Kris) Wasowicz
Village President
Village of Justice

Program Summary

- Enhance ordinary street poles with beautiful artwork
- Brighten and invigorate downtown area
- Make a visual impact, creating a buzz around downtown and in business districts
- Reinforce and enhance city brand
- Promote community assets and local events
- Reach thousands of citizens daily
- Drive traffic to community website
- CGI installs and maintains all banners

BENEFITS

Downtown Revitalization Municipal Service District



MSD Pole # Listing

<u>Street</u>	<u>Pole Number</u>	<u>Pole Number</u>	<u>Bracket</u>
Clark St.			
	BD14BC		N
	BD15BC		N
	BD17BC		N
	BD20BC		N
	BD21BC		N
Curtis St.	<u>Pole Number</u>	<u>Pole Number</u>	<u>Bracket</u>
	BD30BC		N
	BD34BC		N
Barnes St.	<u>Pole Number</u>	<u>Pole Number</u>	<u>Bracket</u>
POLE	NO #		N
	BB49BC		F
POLE	NO #		F
	BB47BC		F
	BB42BC		F
	BB41BC		F
	65L15AT45		N
POLE	NO #		F
	BB34BC		F
	BB31BC		F
	BB27BC		F
	BB29BC		F
	BB26BC		F
	BB18BF		F
	BB15BC		F
	BB19BC		F
POLE	NO #		F
	A894BC		F
	110334		N
	A894BC		F
	15LX38		N
	A891		F
	15T259		F & B

<u>W. Church St.</u>	<u>Pole Number</u>	<u>Pole Number</u>	<u>Bracket</u>
	A899BC		F
	A897BC		F
	A898BC		F
	A901BC		F
	A902BC		F
	A903BC		F
POLE	NO #		F
	WF67BC		F
	A913BC		F
	A914BC		F
	A925BC		F
	A917BC		F
POLE	NO #		F
	Z9354		F
	A940BC		F
	14PD378		F
	24L86		F
	A941BC		F
	A946BC		F
	11-4		F
<u>W. Washington St.</u>	<u>Pole Number</u>	<u>Pole Number</u>	<u>Bracket</u>
	127092		N
	65K	1AYN21	N
	10MB58		N
	65KS	A863BC	N
	A864BC		F & W
	32-11		F
	3AA01		F & W
	A865BC		W
	A8678C		W
	A0CBB0	17BP86	N
	A868BC		W

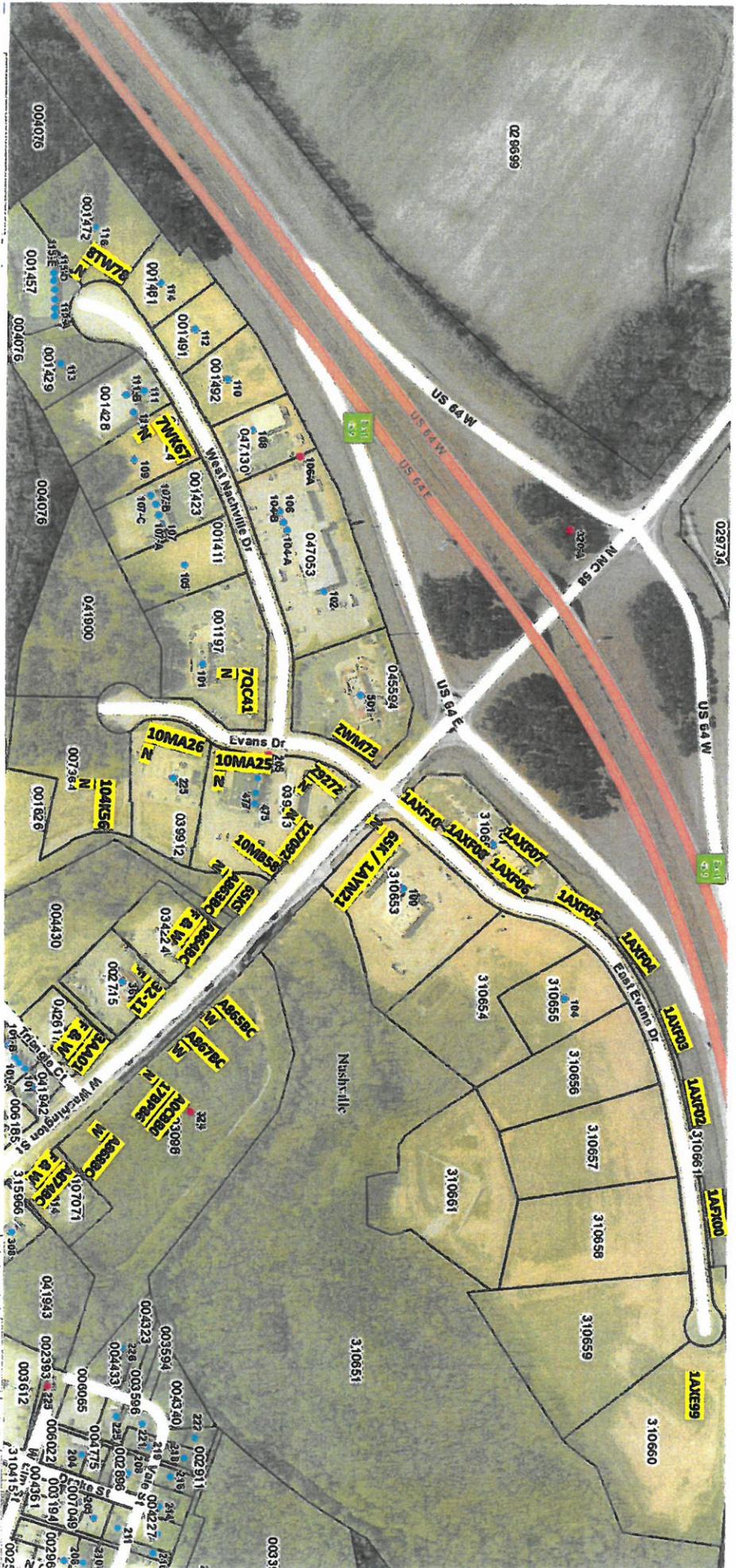
	ZWP01		W
	A874BC		F & W
	A873		N
	A881		F & W
	A875BC		F & W
	15LX37		N
	A880BC		N
	15LN00		F & B
	15LM01		F & B
	15LN02		F & B
	15LN03		F & B
	15LN04		F & B
	15LN05		F & B
	15LN06		F & B
	15LN07		F & B
	15LN08		F & B
	15LN09		F & B
	15LN10		F & B
	15LN11		F & B
	15LN12		F & B
	15LN13		F & B
	15LN14		F & B
POLE	NO #		F
	15LN15		F & B
	15LN16		F & B
	15LN17		F & B
	15LN18		F & B
<u>Triangle Ct.</u>	<u>Pole Number</u>	<u>Pole Number</u>	<u>Bracket</u>
	5A608		N
	29332		N
	29333		N
<u>Evans Dr.</u>	<u>Pole Number</u>	<u>Pole Number</u>	<u>Bracket</u>
	104K56		N

	10MA26		N
	10MA25		N
	Z9272		N
<u>East Evans Dr.</u>	<u>Pole Number</u>	<u>Pole Number</u>	<u>Bracket</u>
	1AXE99		N
	1AXF00		N
	1AXF02		N
	1AXF03		N
	1AXF04		N
	1AXF05		N
	1AXF06		N
	1AXF07		N
	1AXF08		N
	1AXF10		N
<u>W. Nashville Dr.</u>	<u>Pole Number</u>	<u>Pole Number</u>	<u>Bracket</u>
	8TW78		N
	7WK67		N
	7QC41		N
<u>Drake St.</u>	<u>Pole Number</u>	<u>Pole Number</u>	<u>Bracket</u>
	10B023		F
	BA35A35		F
	BA36BC		F
<u>N. Boddie St.</u>	<u>Pole Number</u>	<u>Pole Number</u>	<u>Bracket</u>
	BA17?		N
	BA16BC		N
	109422		N
POLE	No #		N
<u>S. Boddie St.</u>	<u>Pole Number</u>	<u>Pole Number</u>	<u>Bracket</u>
	A923BC		F
	8920BC		F

	12-712-7A		F
	A914BC		F
	A915BC		F
	A917BC		F
	A918BC		F
	A919BC		F
<u>Western Ave</u>	<u>Pole Number</u>	<u>Pole Number</u>	<u>Bracket</u>
	BB48BC		F
	BD03BC		N
	BD05		N

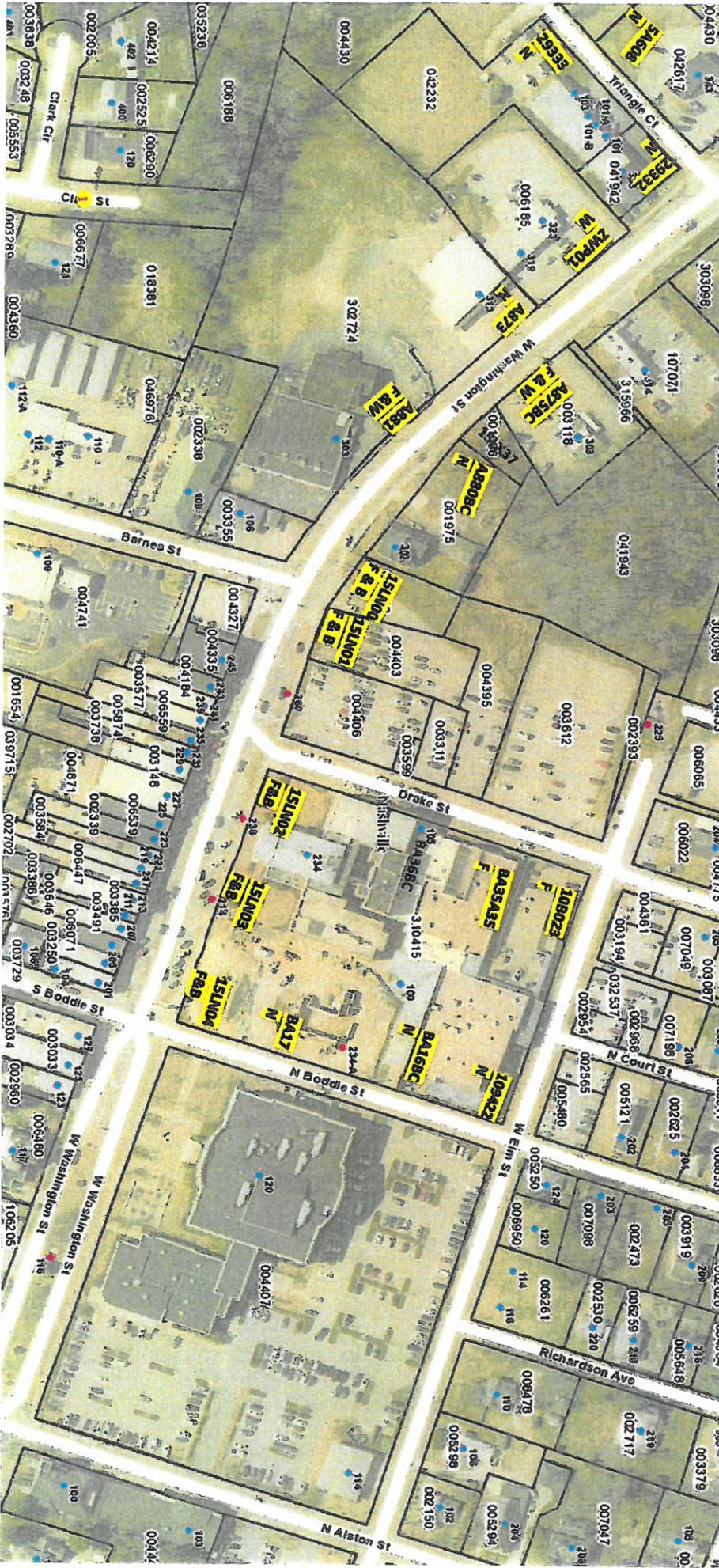
WEST NASHVILLE DRIVE - EVANS DRIVE - EAST EVANS DRIVE - WASHINGTON STREET

POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE	POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE	POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE
104K56 - EVANS DR	NO		3AA01 - W WASHINGTON ST	YES	FLAG & WREATH	1AXF08 - EAST EVANS DR	NO	
10MA26 - EVANS DR	NO		A865BC - W WASHINGTON ST	YES	WREATH	1AXF07 - EAST EVANS DR	NO	
10MA25 - EVANS DR	NO		A867BC - W WASHINGTON ST	YES	WREATH	1AXF06 - EAST EVANS DR	NO	
29272 - W WASHINGTON ST	NO		A0C8B0 / 17BP86 - W WASHINGTON ST	NO		1AXF05 - EAST EVANS DR	NO	
127092 - W WASHINGTON ST	NO		A868BC - W WASHINGTON ST	YES	WREATH	1AXF04 - EAST EVANS DR	NO	
65K / 1AVN21 - W WASHINGTON ST	NO		A874BC - W WASHINGTON ST	YES	FLAG & WREATH	1AXF03 - EAST EVANS DR	NO	
10MB58 - W WASHINGTON ST	NO		81W78 - W NASHVILLE DR	NO		1AXF02 - EAST EVANS DR	NO	
65KS / A863BC - W WASHINGTON ST	NO		7WK67 - W NASHVILLE DR	NO		1AXF00 - EAST EVANS DR	NO	
A864BC - W WASHINGTON ST	YES	FLAG & WREATH	7QC41 - W NASHVILLE DR	NO		1AXF99 - EAST EVANS DR	NO	
32-11 - W WASHINGTON ST	YES	FLAG	1AKF10 - EAST EVANS DR	NO				

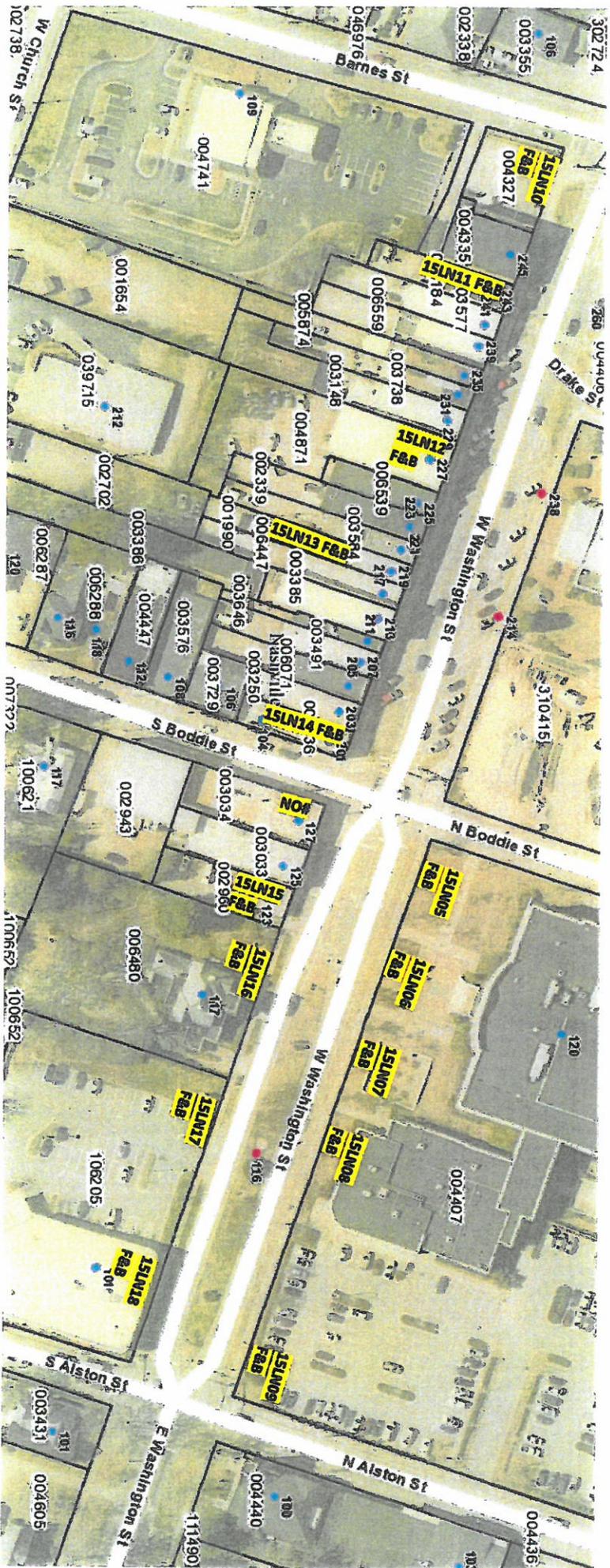


TRIANGLE COURT - W WASHINGTON STREET (FROM TRIANGLE COURT) - DRAKE STREET - N BODDIE STREET

POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE	POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE	POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE
5A608 - TRIANGLE CT	NO		A880BC - W WASHINGTON ST	NO		B436BC - DRAKE ST	YES	FLAG
29332 - TRIANGLE CT	NO		A881 - W WASHINGTON ST	YES	FLAG & WREATH	B435A35 - DRAKE ST	YES	FLAG
29333 - TRIANGLE CT	NO		15LN00 - W WASHINGTON ST	YES	FLAG & BANNER	18023 - DRAKE ST	YES	FLAG
ZWP03 - W WASHINGTON ST	YES	WREATH	15LN01 - W WASHINGTON ST	YES	FLAG & BANNER	109422 - N BODDIE	NO	FLAG
A873 - W WASHINGTON ST	NO		15LN02 - W WASHINGTON ST	YES	FLAG & BANNER	B416C - N BODDIE	NO	
A875BC - W WASHINGTON ST	YES	FLAG & WREATH	15LN03 - W WASHINGTON ST	YES	FLAG & BANNER	B417 - N BODDIE	NO	
15LK37 - W WASHINGTON ST	NO		15LN04 - W WASHINGTON ST	YES	FLAG & BANNER			

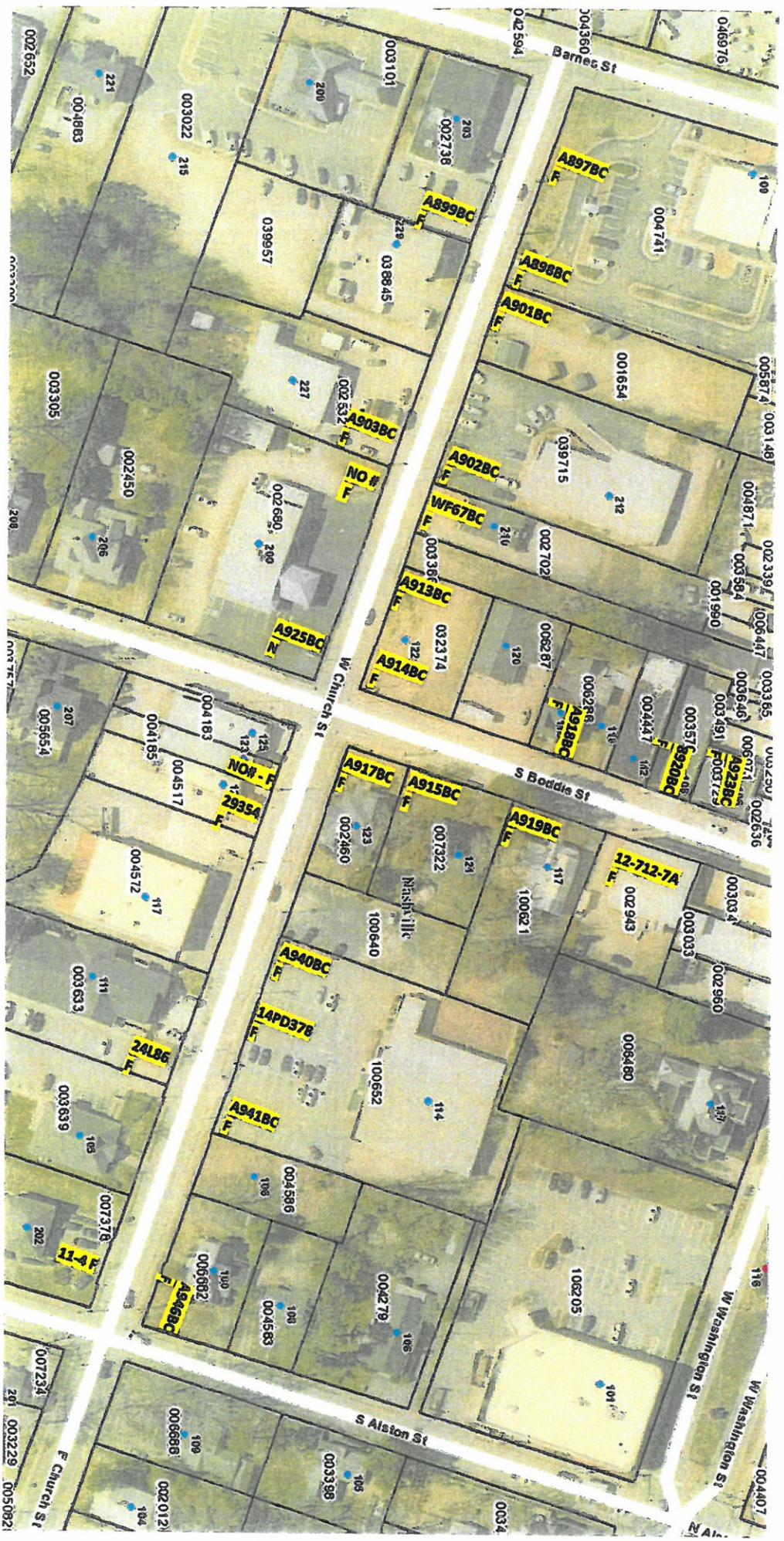


POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE	POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE
15LN05 - W WASHINGTON ST	YES	FLAG & BANNER	15LN12 - W WASHINGTON ST	YES	FLAG & BANNER
15LN06 - W WASHINGTON ST	YES	FLAG & BANNER	15LN13 - W WASHINGTON ST	YES	FLAG & BANNER
15LN07 - W WASHINGTON ST	YES	FLAG & BANNER	15LN14 - W WASHINGTON ST	YES	FLAG & BANNER
15LN08 - W WASHINGTON ST	YES	FLAG & BANNER	15LN15 - W WASHINGTON ST	YES	FLAG & BANNER
15LN09 - W WASHINGTON ST	YES	FLAG & BANNER	15LN16 - W WASHINGTON ST	YES	FLAG & BANNER
15LN10 - W WASHINGTON ST	YES	FLAG & BANNER	15LN17 - W WASHINGTON ST	YES	FLAG & BANNER
15LN11 - W WASHINGTON ST	YES	FLAG & BANNER	15LN18 - W WASHINGTON ST	YES	FLAG & BANNER



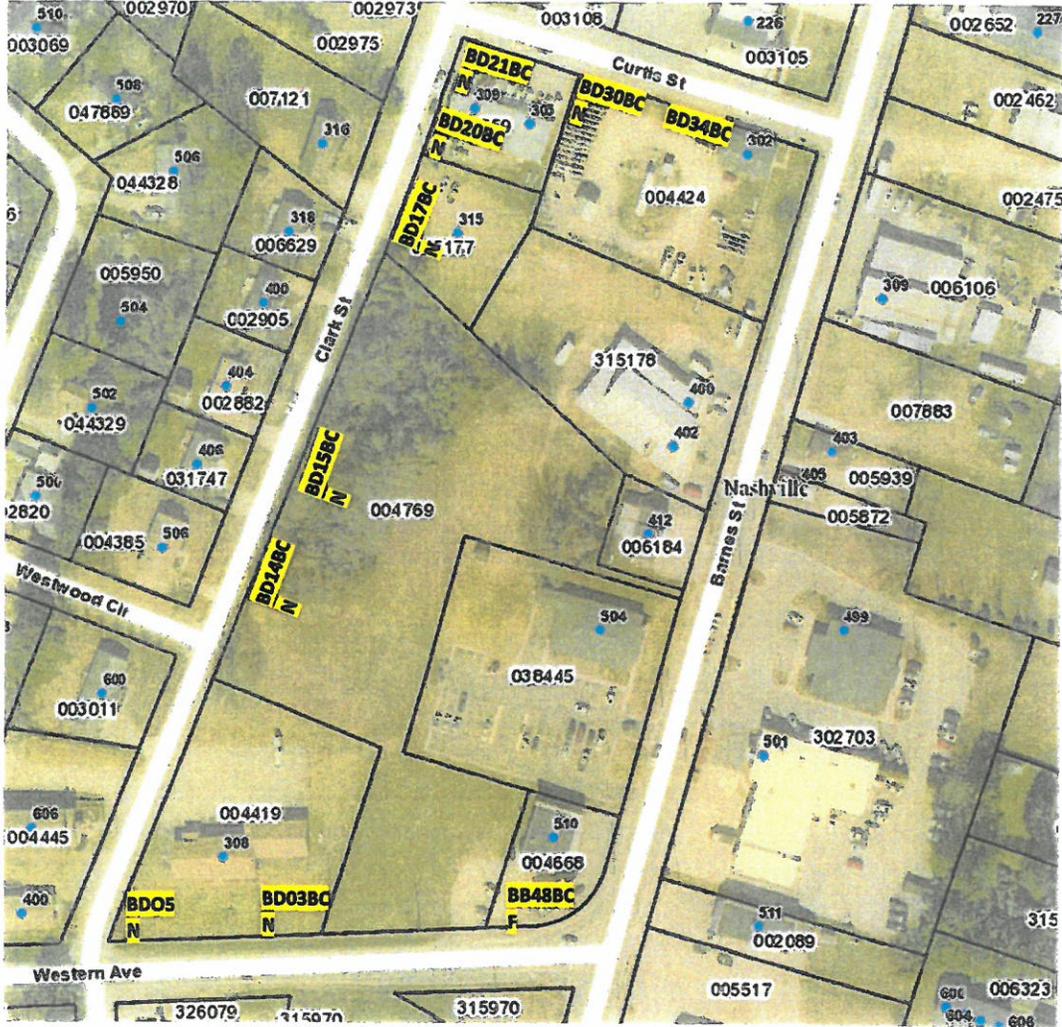
CHURCH STREET & S BODDIE STREET

POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE	POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE	POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE	POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE
A899BC	YES	FLAG	A948BC	YES	WF67BC	YES	8920BC - S BODDIE	YES	8920BC - S BODDIE	YES	FLAG
A903BC	YES	FLAG	A943BC	YES	A901BC	YES	12-712-7A - S BODDIE	YES	12-712-7A - S BODDIE	YES	FLAG
A925BC	NO	FLAG	14PD378	YES	A898BC	YES	A915BC - S BODDIE	YES	A915BC - S BODDIE	YES	FLAG
29354	YES	FLAG	A940BC	YES	A897BC	YES	A917BC - S BODDIE	YES	A917BC - S BODDIE	YES	FLAG
24186	YES	FLAG	A914BC	YES	A923BC - S BODDIE	YES	A918BC - S BODDIE	YES	A918BC - S BODDIE	YES	FLAG
11-4	YES	FLAG	A913BC	YES	A923BC - S BODDIE	YES	A919BC - S BODDIE	YES	A919BC - S BODDIE	YES	FLAG



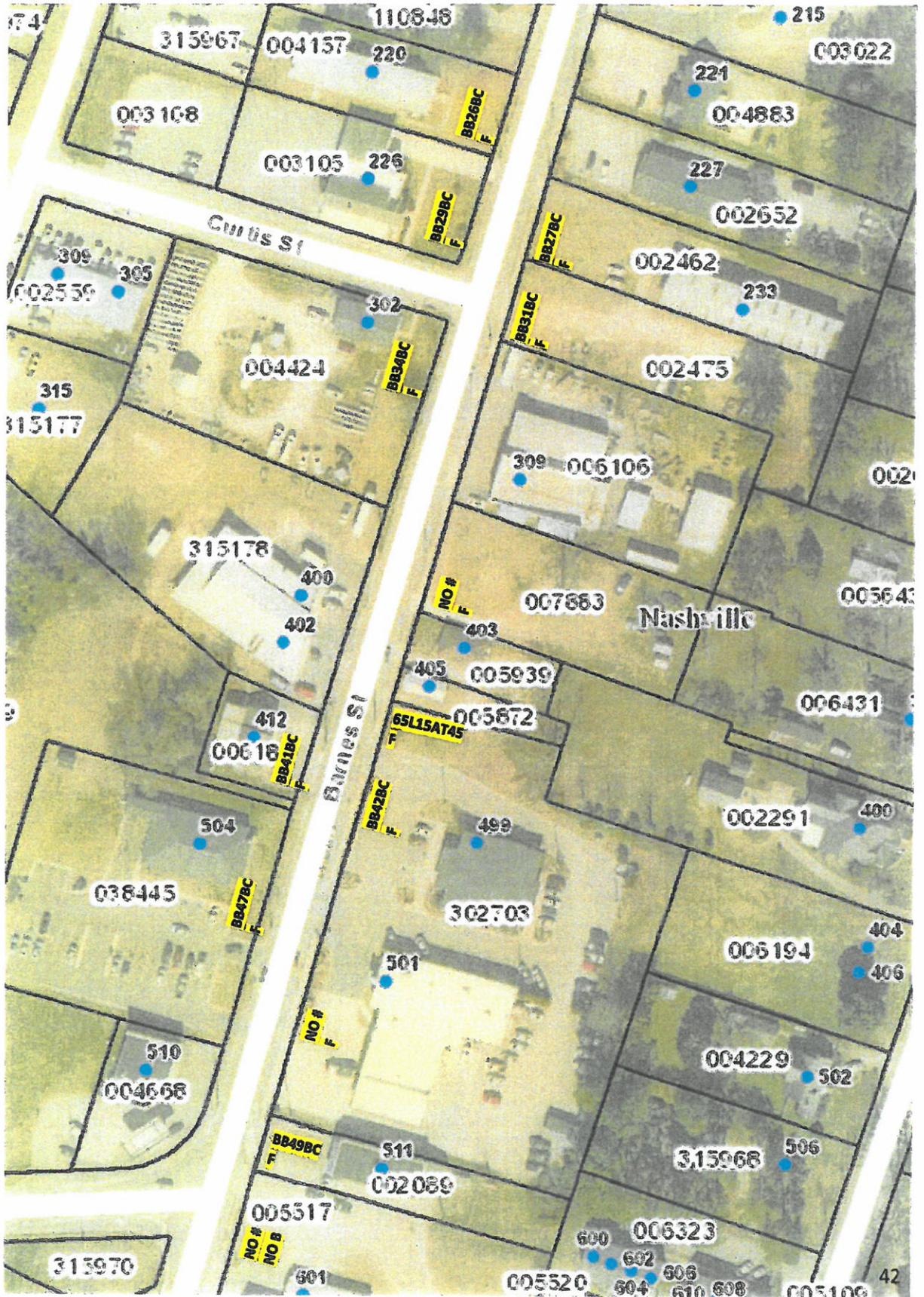
CLARK STREET - CURTIS STREET - WESTERN AVENUE

POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE
BD14BC - CLARK ST	NO	
BD15BC - CLARK ST	NO	
BD17BC - CLARK ST	NO	
BD20BC - CLARK ST	NO	
BD21BC - CURTIS ST	NO	
BD30BC - CURTIS ST	NO	
BD34BC - CURTIS ST	NO	
BB48BC - WESTERN AVE	YES	FLAG
BD03BC - WESTERN AVE	NO	
BD05 - WESTERN AVE	NO	



BARNES STREET

POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE	POLE NUMBER	BRACKET (YES/NO)	BRACKET TYPE
BB26BC	YES	FLAG	BB41BC	YES	FLAG
BB29BC	YES	FLAG	BB42BC	YES	FLAG
BB34BC	YES	FLAG	BB47BC	YES	FLAG
BB31BC	YES	FLAG	NO #	YES	FLAG
NO #	YES	FLAG	BB49BC	YES	FLAG
65L15AT45	NO		NO #	NO	





TOWN OF NASHVILLE

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

Town Council AGENDA REPORT

MEETING DATE:	October 6, 2020
PREPARED BY:	Sherry N. Moss, Planning & Development Director
ISSUE CONSIDERED:	Advisory Board Appointment
SUMMARY OF ISSUE:	Laura Wood of Corner Coffee Café and Donna Wood of Nash County Government, located in the Municipal Service District, has submitted an application for appointment to the Nashville Downtown Strong Advisory. The appointment is set to expire on June 30, 2022.
STAFF RECOMMENDATION:	Staff recommends appointing Laura Wood to the Nashville Downtown Strong Advisory Board.
NASHVILLE DOWNTOWN STRONG RECOMMENDATION:	Nashville Downtown Strong Advisory Board recommends appointing Laura Wood and Donna Wood to the Nashville Downtown Strong Advisory Board.
ATTACHMENT(S):	
REVIEWED BY TOWN MANAGER:	



TOWN OF NASHVILLE

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

AGENDA REPORT

MEETING DATE:	October 6, 2020
PREPARED BY:	Randy Lansing, Town Manager
ISSUE CONSIDERED:	Renewal Water Purchase Contract w/City of Rocky Mount
<p>SUMMARY OF ISSUE: Our 40-year water purchase contract with the City of Rocky Mount has expired and we have a renewal contract for consideration. The renewal contract is nearly the same as the old contract. The water purchase volumes stays the same in Section 2a, page 3, with a minimum average daily volume of 350,000 gallons, which includes 50,000 we purchase and resell to Nash County, and a maximum average daily volume of 750,000 gallons. Our average daily volume from the City of Rocky Mount is around 510,000 gallons. The purchase price of the water stays the same, Section 2b, page 4, at the lowest wholesale rate the City of Rocky Mount charges to its other customers who purchase water for resale, which is currently \$2.34 per cubic feet of water or 748 gallons for water. I was able to get the City of Rocky Mount to give us a 60-day notice of rate increase. Its rate increases are effective July 1st, if there is one. I wanted 90-days so we would know of a rate increase while we are preparing our annual budget. The old contract had no advance notice of a water rate increase, and we would receive a letter from the City of Rocky Mount 2 weeks before the new fiscal year. The water service area between the City of Rocky Mount and the Town remains the same too. The water service area map is the last attached page to this Agenda Report. The contract does allow for modifications to the contract in Section 3c, page 5; so if we needed a larger volume of water over the 40-year term of this agreement, it can be requested and obtained. Likewise if we want a change in the water service area, it can be requested too.</p>	
MANAGER'S RECOMMENDATION:	Approve Renewal of the Water Purchase Contract between the Town of Nashville and the City of Rocky Mount.
ATTACHMENT(S):	Renewed Water Purchase Contract
REVIEWED BY TOWN MANAGER:	

WATER PURCHASE CONTRACT

NORTH CAROLINA
NASH COUNTY

CONTRACT BETWEEN THE CITY OF
ROCKY MOUNT AND THE TOWN OF
NASHVILLE

This CONTRACT (this "Contract"), for the sale and purchase of water, is entered into this the _____ day of _____ 2020 by and between the City of Rocky Mount, party of the first part, hereinafter referred to as the "City" and the Town of Nashville, party of the second part, hereinafter referred to as the "Town".

WITNESSETH

WHEREAS, the City and the Town entered into a Water Purchase Contract dated the 13th day of October 1980 (the "1980 Water Purchase Contract") for the sale and purchase of water; and

WHEREAS, the parties have agreed to replace the 1980 Water Purchase Contract with this Contract; and

WHEREAS, the Town operates a water supply distribution system, serving water users within the areas described by plans on file at the Nashville Town Hall located at 499 South Barnes Street, North Carolina, 27856, a copy of which has been provided to the City, and requires a supply of treated water; and

WHEREAS, the City owns and operates a water treatment and supply distribution system with a capacity currently capable of serving the present customers of the City with additional capacity available to the Town;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein set forth, the parties agree as follows:

Section 1. The City Agrees:

- a) Quantity and Quality: To furnish the Town at the point of delivery hereinafter specified during the term of this Contract or any renewal or extension hereof, potable treated water meeting applicable purity standards of the rules governing public water supplies, NCAC Title 10, Department of Human Resources, Chapter 10, Health Services: Environmental Health, Subchapter 10B-Water Supplies as promulgated by the North Carolina Drinking Water Act, General Statutes, Chapter 130A, Article 10, in such quantity as may be required by the Town not to exceed 750,000 gallons per day (0.750MGD). In addition, in the event the Town's wells are deemed unfit for service by a regulatory body, the City will supply up to 100% of the preceding 12 month average production of the well(s), provided the City has at that time sufficient raw water and unallocated reserve capacity available in the water treatment plants. City agrees to renegotiate the quantity of water to be supplied under this contract on any anniversary date of the contract and to increase the quantity where there is a demonstrated need based on prior year consumption and where it is demonstrated the City has the availability of water supply. Provided, however, that the City does not warrant the purity of the water so delivered so long as the Town's distribution system is receiving water from any other source and, provided further, no warranty is given for any water once it passes into the Town's system at the point of delivery.
- b) Point of Delivery and Pressure: To furnish water at a reasonably constant residual water pressure from supply mains provided by the City at a point located at the meter vault at the intersection of Eastern Avenue (Old U.S. Highway 64) and Kamlar Road, as shown on Exhibit A, attached hereto and incorporated herein by reference (the "point of delivery"). If a greater/lesser pressure than that normally available at the point of delivery is required by the Town, the cost of providing such greater/lesser pressure shall be borne by the Town. Emergency failures of pressure or supply due to main breaks, power failure, flood, fire, use of water for firefighting, earthquake, other catastrophe, or an event beyond the reasonable control of the City, shall excuse the City from this provision for such period of time as may be reasonably necessary to restore service. The point of delivery can be relocated at some future date by mutual agreement of the parties and the requesting party shall be responsible for relocation of the water meter and the cost thereof to the new point of delivery.

- c) Metering Equipment: To operate and maintain at its own expense at the point of delivery the necessary metering equipment as furnished and installed by and at the expense of the Town in accordance with the City's specifications, including a meter house or pit and required devices of standard type for properly measuring the quantity of water delivered to the Town. To calibrate such metering equipment but no more frequently than once every twelve (12) months. The Town may request additional calibrations at its expense. A meter registering not more than two percent (2%) above or below one hundred percent (100%) shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the six (6) months before such test in accordance with the percentage of inaccuracy found by such test. If any meter fails to register for any period of time, the water furnished for such period shall be deemed to be the amount of water delivered in the corresponding period of time immediately prior to the failure, unless the City and the Town shall agree upon a different amount. The metering equipment shall be read monthly by the City according to the City's prevailing meter reading schedule. An official of the Town shall have access to the meter for the purpose of verifying the City's reading at any reasonable time, upon request.
- d) Billing Procedure: To furnish the Town at the above address, no later than the 10th of each month, with an itemized statement of the amount of water furnished to the Town during the preceding month.

Section 2. The Town Agrees:

- a) Town's Take or Pay Obligation. (Base Loading) To purchase from the City a minimum of .300 MGD on a moving twelve (12) month basis. At such time as Nash County purchases between .05 MGD and .10 MGD on a moving twelve (12) month basis pursuant to a water purchase agreement between the Town and the County dated June 4, 2002, Town's minimum purchase requirements shall increase to .350 MGD. At such time as Nash County purchases more than .10 MGD on a moving twelve (12) month basis, Town's minimum purchase requirements shall increase to .400 MGD.

- b) Rates and Payment Date: To pay the City no later than the past due date posted on the statement for water furnished, which said past due date shall be at least ten (10) days but no more than twenty (20) days, after the date of the statement for water delivered in accordance with the City's Municipal Resale Water Schedule. Any invoice not paid on or before the twentieth (20th) day of the month shall bear interest at the rate of one and one-half percent (1½ %) per month for any month or portion thereof that the invoice remains unpaid. In the event the Town disputes the amount of an invoice submitted by the City, it shall pay the full amount of the invoice in a timely manner and provide the City with written notice that the Town disputes all or a portion of the invoice (in which case the notice shall specify which portion is disputed). The written notice shall state the reasons for the dispute. Any dispute shall be resolved by the City Manager or his/her designee on behalf of the City, and the Mayor or his/her designee on behalf of the Town, and if not so resolved, the provision of Section 3(m) hereof shall apply.
- c) Water Rates: Water rates charged by the City to the Town shall be no greater than the prevailing lowest wholesale rate charged by the City to its other customers who purchase water for resale. The Town shall not, during the term of this contract, sell water to its customers at a lower rate than the "outside rate" charged by the City to its customers without the prior written consent of the City, which consent may be withheld in City's sole discretion. The Town shall submit its rate schedule to the City for determination of compliance upon request by the City Manager to the Town Manager.
- d) Notice of Rate Changes: The City shall notify the Town of changes in the City's rate schedule 60-days in advance of the effective date of the change, and the Town shall adjust its rate accordingly.
- e) Break in Town's System: To contact immediately the City's utility personnel in the event of a break in the Town's water system or other emergency and inform the City of the Town's estimates of daily usage.

Section 3. It is further Mutually Agreed between the City and the Town as follows:

- a) Term of Contract: The term of this Contract shall commence on the ___ day of _____, 2020 (the "Commencement Date") and, unless terminated as hereinafter provided, shall exist and continue for four (4) separate, successive ten (10) year terms, each of which shall be self-renewing upon the same terms contained in this Contract unless one party notifies the other party not less than six (6) months prior to the end of the then current ten (10) year term that it does not want to renew the Contract.
- b) Failure to Deliver: That the City, at all times, shall operate and maintain its system in an efficient manner and will take reasonable actions to furnish the Town with the quantities of water required by the Town, subject to the limits stated in this Contract. Temporary or partial failures to deliver water shall be remedied as soon as reasonably possible. In the event of an extended shortage of water, or if the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water that the Town provides to its customers shall be reduced or diminished in the same ratio or proportion as the supply to the City's customers is reduced or diminished. The Town agrees to maintain a water conservation ordinance that is at least as stringent as the City's water conservation ordinance, as amended from time to time, and to enforce it concurrently with the City's declaration of "water shortage advisory" or "water shortage conditions" or similar advisories or notices, which requirement shall be set out in the Town's ordinances.
- c) Modification of Contract: That the provision of this Contract pertaining to volume of water to be furnished to the Town may be renegotiated (increased or decreased) by the parties upon written notice by one party to the other party at least sixty (60) days prior to the 1st day of July during each year of this Contract where there is a demonstrated need for the additional water based on the Town's prior year consumption and where it is demonstrated that the City has excess water available, or where it is demonstrated that the City needs additional water to supply its customers. Both parties shall agree on any changes in the volume of water provided hereunder. The provisions of this Contract pertaining to the schedule of rates to be paid to the City for water delivered are subject to modification at the end of every year-period, generally coinciding with annual budget preparation. Further, it is mutually agreed that the duration of this Contract is such that the passage of time will require other modification(s) in addition to the volume of water. Therefore, requests by

either party for such modifications of this Contract shall be submitted in written form to the other party at least ninety (90) days prior to the effective date of the requested modification, but no such modification shall be permitted except upon mutual consent of both parties.

- d) Regulatory Agencies: That the City and Town will collaborate, at the expense of the Town, in obtaining such permits, certificates, and the like as may be required with respect to the purchase and sale of water hereunder.
- e) Successor to the Town: That in the event of any occurrence rendering the Town incapable of performing under this Contract, any successor of the Town, whether the result of legal process, assignment or otherwise, shall succeed to the rights of the Town hereunder; provided, however, that such successor shall have no rights hereunder until the City has received satisfactory evidence of such successor's credit worthiness and has determined, in its sole discretion, that is beneficial to the City to sell water to such successor.
- f) Power to Amend, Modify, or Alter: That only the governing bodies of the City and the Town shall have the power to amend, modify, or alter this Contract, or in any way waive any condition hereof, or bind the City or Town, or make any promise or representation not contained herein.
- g) Pass Through of Water: It is understood and agreed by both parties hereto that the Town shall not pass through the Town's water network any water unless such pass through is approved by the City in writing prior to its occurrence. In the event of an emergency situation as defined in paragraph 3(l) below, a pass through of water may be permitted in accordance with the provisions of said paragraph.
- h) Cross Connection: That it is understood and agreed in the event the Town shall receive water from a well or wells of its own or another supply and shall commingle that water with water supplied by the City, the Town will furnish, install, operate, test, and maintain, at its own expense, cross connection and backflow protection equipment at the metering point between the City and Town. The protective equipment shall be as required by

applicable law and City engineering standards at the time of installation and shall be updated as required by any amendments thereafter, or upon the reasonable determination by the City that such is required to maintain the integrity of the City's system. This equipment shall be periodically tested at the expense of the Town as required by applicable water supply regulations, or as reasonably requested by the City.

- i) Responsibility for Quality: That it is distinctly understood and agreed by both parties hereto that the City's obligation is to provide a quality of water meeting the North Carolina Safe Drinking Water Act Regulations at the point of delivery to the Town. The Town shall be solely responsible for the quality and for any required testing under parameters required by the North Carolina Safe Drinking Water Act Regulations beyond the point of delivery.
- j) Indemnity: That it is understood and agreed that the City shall not be liable for any failure of the water supply system of the Town and the Town hereby agrees to protect, defend, and indemnify the City against any loss, cost, expenses (including attorney's fees), causes of action and judgments in connection with said failure which may be alleged or establish in favor of any customer of the Town's system.
- k) Water Policies and Water Ordinances of the City: That it is understood and agreed by both parties that the Town shall be subject to all policies and ordinances of the City which relate to the subject matter of this Contract , including such policy or ordinance provisions now existing or hereafter implemented or adopted. If a policy or ordinance of the Town directly conflicts with any provision of this Contract, then the provision of this Contract shall control.
- l) Emergency Situation: That each of the parties hereto shall immediately notify the other of any emergency or condition which may affect the quality or quantity of water in either party's system. Notwithstanding any other provision of this Contract, in the event of an emergency situation created by unexpected events beyond the control of either party, the City Manager or his/her designee on behalf of the City, and the Town Manager or his/her designee on behalf of the Town, may agree to a modification or alteration of the terms of this Contract in order to address the emergency situation. Any such modifications or

change shall continue in effect as long as the emergency continues to exist or until the governing body of either party directs its discontinuance, whichever occurs earlier.

m) Arbitration of Dispute. In the event of any dispute between the City and the Town hereunder, the City Manager or his/her designee on the behalf of the City, and the Mayor or his/her designee on behalf of the Town, shall meet and attempt to resolve such dispute. If the parties are unable to resolve such dispute following the meeting of the manager and mayor or their designees, either party may by notice to the other, require the parties to submit their dispute to mediation by a mediator jointly selected by the parties. If the parties are unable to agree upon a mediator, or if the parties are unable to resolve such dispute by mediation, the parties agree that any dispute with respect to this Contract shall be submitted to binding arbitration, under the terms of which the parties shall jointly select an arbitrator and agree upon the procedures for the arbitration, and abide by the decision of such arbitrator with respect to any interpretation of this Contract or any other matter in dispute with regard to the subject matter of this Contract.

In the event the parties are unable to agree upon an arbitrator, each party shall select an arbitrator with knowledge and experience in public water systems, and the two (2) arbitrators thus selected shall select a third arbitrator with such knowledge and experience, and the decision of a majority of the arbitrators shall be binding upon the parties with respect to their interpretation of this Contract or any other dispute with regard to the subject matter of this Contract. In the event the parties are unable to agree upon the procedures for the arbitration, the parties shall follow the Revised Uniform Arbitration Act as set forth in Article 45C of Chapter 1 of the North Carolina General Statutes. The cost of the arbitration shall be borne equally by the parties, except that the arbitrator(s) may award the prevailing party its cost and reasonable attorneys' fees in the event that the arbitrator(s) determines that the other party commenced or pursued the arbitration in bad faith or without just cause. Any arbitrator(s) selected shall make written findings upon which the arbitrator's decision is based and such decision shall be final and binding upon the parties and shall be enforceable between them in any subsequent legal action or proceeding. The parties agree that the decision rendered by the arbitrator(s) may be entered as a judgment

in the Superior Court of Nash County, North Carolina, or any other state or federal court having jurisdiction, with the same force and effect as any other judgment.

- n) Address for Notice: That whenever consent, notice or information is to be furnished by the City to the Town, it shall be personally delivered or mailed, certified mail, return receipt requested, to the Town Manager at the Town of Nashville, 499 South Barnes Street, Nashville, North Carolina 27856. Whenever notice or information is to be furnished by the Town to the City, it shall be personally delivered or mailed, certified mail, return receipt requested, to the City Manager at 331 South. Franklin Street, Post Office Box 1180, Rocky Mount, North Carolina 27804.

- o) Service Area: That because of the cost of the installation of water systems, to and in the interest of a reasonable rate being offered to customers, each party agrees not to invade the service area of the other party for the purpose of selling water without the written consent of the party whose service area is being invaded. The Town service area is that area shown on the maps on file at the office of the Town as of the date of this Contract, a copy of which has been delivered to the City. The City service area is any area east of the eastern boundary of the Town's service area, as such Town service area existed on the Commencement Date. However, the responsibility for extensions and ownership of facilities within the Town's service area and/or the City's service area shall not preclude the extension of water mains therein, the sharing of the cost of making such extensions , and the retaining and or sharing in the ownership thereof by mutual agreement of the parties.

- p) Connection to the System: Should the Town and the City agree to a connection from another municipality, local government, or wholesale customer, a written contract shall be executed prior to any connection being made, the terms of which shall be approved by the City and shall be substantially the same as contained herein subject to an increase in monthly rates to cover the actual costs to the Town in providing the water service, and shall provide that any amendment to this contract between City and Town will become a part of the contract between the Town and the municipality, local government, or wholesale customer on the same date it becomes effective under this Contract.

- q) Previous Contract: That this Contract supersedes and replaces the Water Purchase Contract between the City and the Town dated October 13, 1980. Notwithstanding its replacement by this Agreement, the October 13th, 1980 Agreement shall remain in full force and effect with respect to any rights and obligations existing under that Agreement prior to the Commencement date of this Agreement.

Section 4. General Provisions.

- a) This Contract constitutes the entire agreement between the parties, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore entered into between the parties are merged herein.
- b) The failure of either party to enforce at any time any of the provisions of this Contract, or to require performance of any of the provisions hereof, shall not be construed as a waiver of such provisions, nor affect the validity of this Contract or any part hereof, or affect the right of such party thereafter to enforce each and every such provision. This Contract may not be changed orally, but only by a written document signed by both parties.
- c) If any portion of this Contract is declared invalid or unenforceable by any court of competent jurisdiction by final, non-appealable order, the remaining provisions hereof shall not be affected and shall remain in full force and effect. In such event, the parties shall promptly renegotiate the terms of this Contract to restore the Contract as near as possible to its original intent and effect.
- d) The descriptive headings of the various sections of this Contract are inserted for convenience only and shall not restrict or modify the terms and provisions hereof.
- e) This Contract shall not be assigned or transferred without the prior written consent of both parties.
- f) This Contract shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns.

g) Any provision of this Contract that expressly or by implication comes into or remains in force following the termination of this Contract shall survive such termination.

h) This Contract shall be governed by North Carolina law.

Section 5. Authority. Each of the parties hereto has caused this Contract to be executed in its respective corporate name by its duly authorized respective officers in duplicate originals, one of which is to be retained by each of the parties, the said day and year first above written.

City of Rocky Mount

By: _____
C. Saunders Roberson Jr., Mayor

Attest:

Pamela O. Casey, City Clerk

Corporate Seal

Town of Nashville

By: _____
Brenda Brown, Mayor

Attest:

Lou Bunch, Interim Town Clerk

Seal

EXHIBIT A

Water Mains

712 Eastern Ave - Point of Contact

Streets

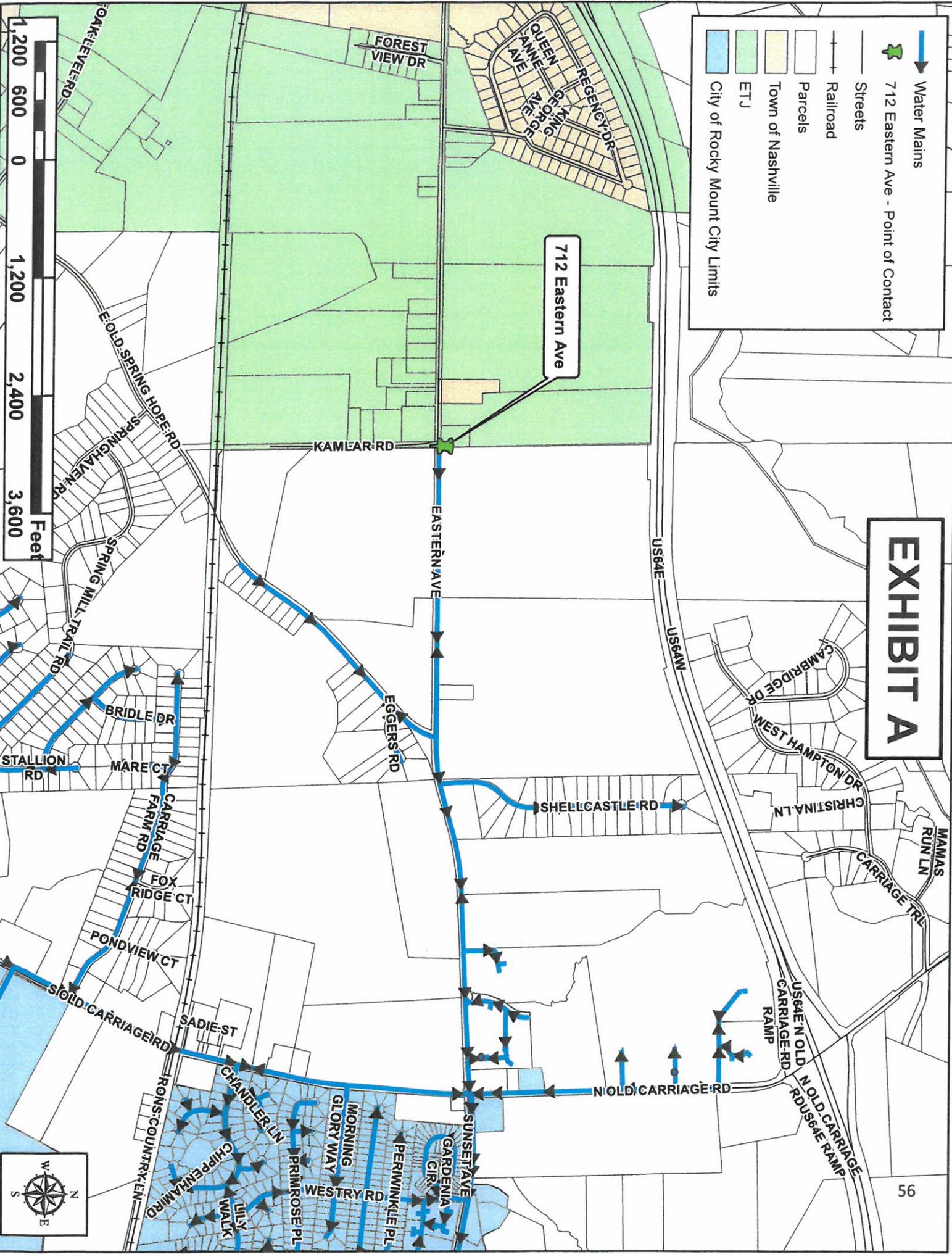
Railroad

Parcels

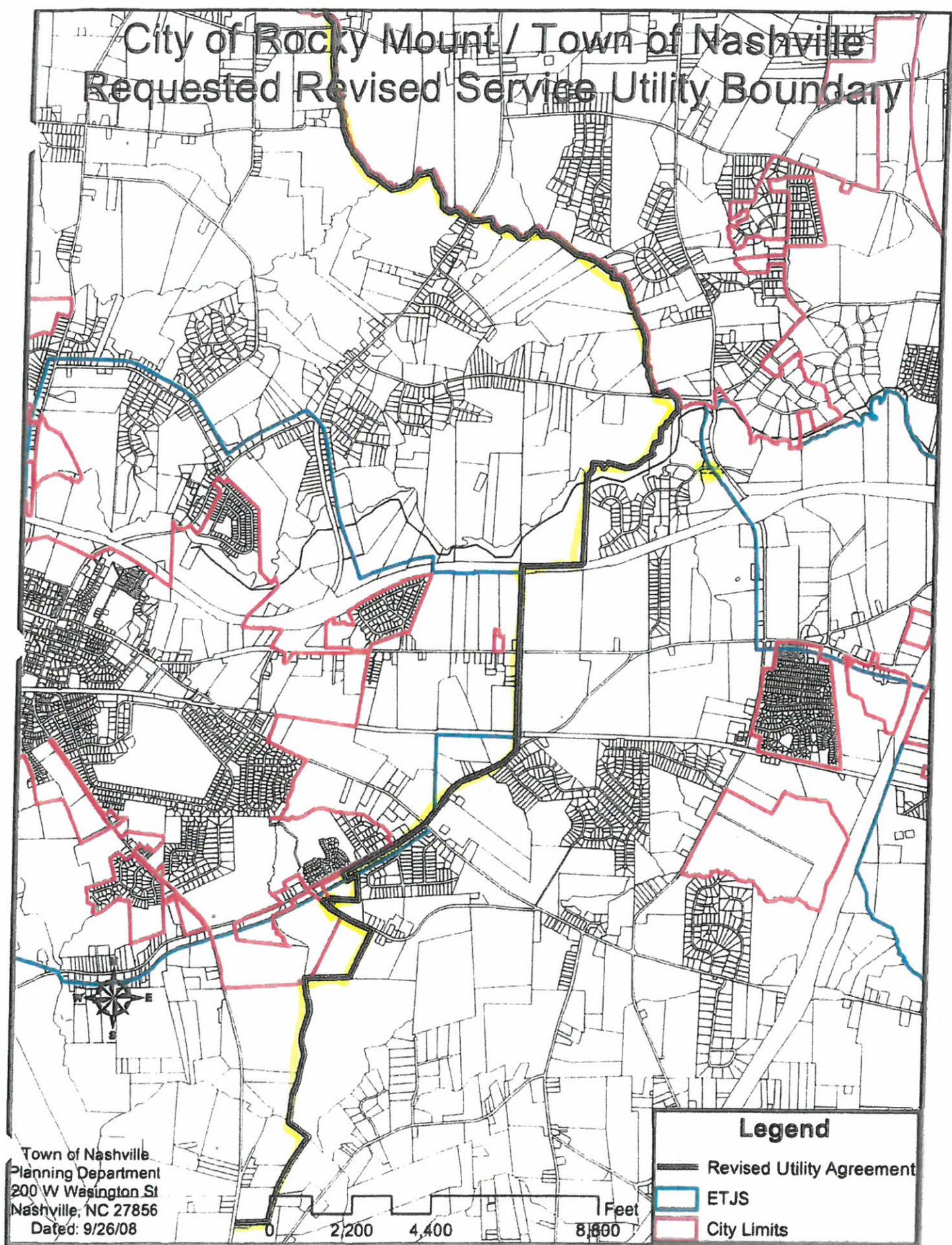
Town of Nashville

ETJ

City of Rocky Mount City Limits



City of Rocky Mount / Town of Nashville Requested Revised Service Utility Boundary



Town of Nashville
Planning Department
200 W Washington St
Nashville, NC 27856
Dated: 9/26/08

Legend

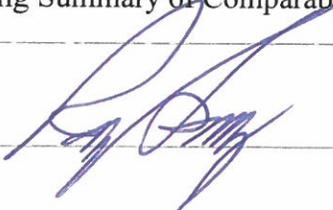
- Revised Utility Agreement
- ETJS
- City Limits



TOWN OF NASHVILLE

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

Town Council AGENDA REPORT

MEETING DATE:	October 6, 2020
PREPARED BY:	Samantha Sanchez
ISSUE CONSIDERED:	Additional Full-time Position in the Finance Department
SUMMARY OF ISSUE:	I am requesting the reinstatement of a fifth full-time position in the Finance Department. My Letter of Explanation is attached.
STAFF RECOMMENDATION:	Consider and Approve the additional position
ATTACHMENT(S):	Letter of Explanation Finance Department Checklist of Duties Benchmarking Summary of Comparable Towns
REVIEWED BY TOWN MANAGER:	

Town of Nashville

BRENDA BROWN
MAYOR

RANDY LANSING
TOWN MANAGER



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

October 6, 2020

A fifth full-time position within the Finance Department was eliminated from the FY 19-20 budget after having remained vacant during a period of high turn-over and shifts in management. I am requesting that this much-needed position be reinstated. The Accounting Technician II position has a minimum salary of \$34,484 and a total annual cost of \$49,058. I am estimating the cost in the current year to be \$28,620.

An employee in this position will ensure that we can continue to provide excellent customer service in the event of employee absence or turnover, or other unforeseen circumstances. This position also enables us to satisfy the need for separation of duties and cross-training. The primary duties associated with this position will include utility and cemetery billing, customer account maintenance, customer service, and meter file maintenance. The employee will also perform other duties as assigned.

Adding this position would also ensure better administration of several other critical tasks including bank statement reconciliation, asset and property management, delinquent account collections, vendor contracts management, IT administration and other internal service functions.

I am asking for this position in the current fiscal year rather than request the position in next year's budget due to the many projects that the Finance Department is participating in this year. The most intense and time-consuming of these is the financial software upgrade project, which is scheduled to begin in October. Additional staff will help to ensure that this project can be completed as smoothly as possible with minimal interruptions to daily operations.

To help you understand the need for this position, I have included a non-exclusive list of the Finance Department's duties. For your reference, I have also included a benchmarking summary of several towns of

Town of Nashville

comparable size. I do not make this request lightly as I understand its financial impact. I believe that the return on this investment will be better customer service, higher collection rates, increased operational efficiency, and improved service to other departments.

As always, the Finance Department is committed to excellence on behalf of all the Town's residents and stakeholders. I am grateful for your consideration of this matter.

Sincerely,

Samantha Sanchez

Finance Director

Town of Nashville, NC

252-459-4511

samantha.sanchez@townofnashvillenc.gov

Checklist of Duties

Updated December 2019

- Utility Billing & Meter File
- Tax Billing
- Cemetery Billing
- Noxious Growth Billing
- IT, email, and phone account administration
- Purchase Orders
- Vendor Account Management
- Bank Statement Reconciliation
- Accounting Records Maintenance
- External Reporting
- Budget & Budget Amendments
- Various Annual External Audits
- Cash Collections
- Customer Service-Utilities, Taxes, Sanitation, Cemetery, General
- Customer Work Orders
- Miscellaneous Cash Receipts
- Debt set-off and Delinquent Collections
- Cemetery Deeds
- Fuel Card and Credit Card Account Management
- Accounts Payable
- Payroll & applicable reporting
- Monthly & Annual Sales Tax reporting
- Powell Funds
- Vendor 1099's
- Employee W-2's
- Assets and Property Records
- Debt Service
- Investments and Cash Management

	Finance Director	Accountant I	Accountant II	Accounting Operations Manager	Accounting Tech I	Accounting Tech II	Purchasing Agent	Customer Service Rep	Sr. Customer Service Rep.	Tax Collector	Supervisor Billing/Revenue Collection	Office Assistant	Administrative Support Specialist	Sr. Administrative Support Specialist	Total positions
Carolina Beach	1				1	1		1	2		1		1	3	11
Hamlet	1							2		1	1		3		8
Mocksville	1							1					3		4
Sawmills	1														2
Whiteville	1	2	1	1											5
Williamston	1								1	1	1		1	1	6
Ayden	1		1		1				1				1		5
Creedmoor	1					1						1	1		4
Edenton	1				1		1	1	1				2		7
Farmville	1					1		1	2	1			1		8
Granite Falls	1				1				2	1					5
Shallotte	1							1			1		1		5
Valdese	1				1	1		1					2	2	8
Zebulon	1		1			1							2	1	6
Nashville	1	2				1									4

Population 5,000-6,500

Population 4,500-5,000

Nashville Pop. 5,400



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Town Council AGENDA REPORT

MEETING DATE:	October 6, 2020
PREPARED BY:	Samantha Sanchez, Finance Director
ISSUE CONSIDERED:	Budget Amendment 7
SUMMARY OF ISSUE:	Budget Amendment 7 creates a Special Revenue Fund for CARES Act Coronavirus Relief Funds awarded in the amount of \$88,787.
STAFF RECOMMENDATION:	Approve Budget Amendment 7
ATTACHMENT(S):	Budget Amendment 7
REVIEWED BY TOWN MANAGER:	

**BUDGET AMENDMENT
FISCAL YEAR 2020-2021**

Budget Amendment #

7

<u>Account #</u>	<u>Account Description</u>	<u>Current Budget</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>Amended Budget</u>
Fund	60-CORONAVIRUS RELIEF FUNDS-SPECIAL REVENUE FUND				
<u>Revenues:</u>					
60-336-0000	CRF FUNDS	\$ -	\$ 88,787.00		\$ 88,787.00
			NET CHANGE IN REVENUES		\$ 88,787.00
<u>Expenditures:</u>					
60-660-9000	TRANSFER TO GENERAL FUND	\$ -	\$ 88,787.00	\$ -	\$ 88,787.00
			NET CHANGE IN EXPENDITURES		\$ 88,787.00

EXPLANATION:

Creates a Special Revenue Fund to budget and account for Coronavirus Relief Funds pursuant to NCGS 159-26(b)(2).

Approved by Town Manager

_____ Date
posted:

Approved by Town Council

_____ Item #:
Date



Updated Accounting and Reporting Guidance for CARES Funding

Tuesday, July 21, 2020

LGC staff are receiving many questions about the CARES fund accounting and reporting and want to provide updates on a few topics.

Special Revenue Fund vs. General Fund Accounting for CARES Funds:

LGC staff are encouraging local governments to use a special revenue fund to account for and report CARES funding which is consistent with NCGS 159-26(b)(2).

(https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter_159/GS_159-26.pdf) The intent of this statute is that units be able to track and report revenues, expenditures, and any unspent cash balances. Using a special revenue fund may be more transparent to granting agencies than accounting for these funds in the General Fund and can also be budgeted multi-year. If units instead use the General Fund to account for these funds, they will need to be able to allocate interest to unspent balances per the FAQ document

(<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>) that is on the US Treasury website. If a local government can meet the reporting requirements using the General Fund, we will accept that presentation. *(Please note that the FAQ document is updated as of July 8, 2020. Additional updates may be made by the US Treasury; please refer to its website (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>) for the latest guidance).*

**BUDGET AMENDMENT
FISCAL YEAR 2020-2021**

Budget Amendment #

5

Account #	Account Description	Current Budget	INCREASE	DECREASE	Amended Budget
Fund	10-General Fund				
Revenues:					
10-399-0000	NET ASSET APPROPRIATION	\$ -	\$ 100.00		\$ 100.00
10-386-0200	MISC. GRANTS POLICE	\$ -	\$ 500.00		\$ 500.00
					NET CHANGE IN REVENUES \$ 600.00
Expenditures:					
10-630-4300	SPECIAL PROGRAMS	\$ 3,500.00	\$ 100.00	\$ -	\$ 3,600.00
10-510-7200	COMPUTERS	\$ 6,000.00	\$ 500.00		\$ 6,500.00
					NET CHANGE IN EXPENDITURES \$ 600.00

EXPLANATION:

Donation received by the Library in June 2020.
Walmart grant received by Police for EOC upgrades.

Approved by Town Manager



 posted:

8-25-20

 Date

Approved by Town Council

N/A

Item #:

Date