



NASHVILLE TOWN COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JANUARY 5, 2016
7:00 PM
NASHVILLE TOWN COUNCIL CHAMBERS

- I. Call to Order by Mayor Street - 7:00 PM
- II. Consideration of Minutes:
 - a. Tuesday, December 1, 2015 Regular Meeting Minutes
- III. Citizen Comments: No Requests
- IV. Items for Consideration:
 - a. Presentation of Life Saving Award to Sergeant Brooks Heath
 - b. Presentation of Certificate of Appreciation for Roxboro Fire Chief Kenneth Torain
 - c. Consideration of Resolution 2016-01: Resolution Authorizing the Amendment of the Town of Nashville Policy for Reimbursement of Travel Expenses
 - d. Consideration of Resolution 2016-02: Resolution Authorizing the Nashville Fire Department to Enter into an Agreement to Purchase 22 "Scott" Self-Contained Breathing Apparatus Units from Municipal Emergency Services, Inc. (MES-Carolinas) in the Amount of \$168,781.21 and to Donate the Existing SCBA Units to the Nash Community College Public Safety Program
 - e. Consideration of Resolution 2016-03: Resolution Authorizing the Nashville Town Council to Transfer Ownership of the Town's 1948 American LaFrance Fire Truck to the Nashville Fire District Auxiliary
 - f. Consideration of Request to Replace the Town of Nashville Police Department's Service Weapons
 - g. Consideration of 2015-2016 Budget Amendments
 - h. Consideration of Board of Adjustment Appointment
- V. Manager's Report
- VI. Council Comments
- VII. Closed Session:
 - a. By the authority of the N.C. General Statute 143-318.11 (a) (3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.
- VIII. Adjourn



LIFE SAVING AWARD

This award is presented to

*Town of Nashville Police Officer:
Brooks Heath*

*For police actions taken in the line of duty which both placed your life in danger
and saved the life of another on November 25th, 2015.*



Donald Street

Donald Street, Mayor

Certified December 1st, 2015

Thomas Bastore

Thomas Bastore, Chief of Police



NASHVILLE FIRE DEPARTMENT
CERTIFICATE of APPRECIATION

THIS ACKNOWLEDGES THAT

Fire Chief Kenneth Torain

IS BEING PRESENTED THIS AWARD IN APPRECIATION

FOR OUTSTANDING PERFORMANCE

Assisting our department at the scene of a motor vehicle collision on U.S. 64 on Wednesday, November 25, 2015. Your professional medical care to the driver of the vehicle prior to, and after our arrival was greatly appreciated and certainly made a difference in the outcome of the incident.

JANUARY 5TH
2016

x *Randy L. Goodbrod*

SIGNED, Randy L. Goodbrod, Fire Chief



Town of Nashville

DONALD B. STREET
MAYOR
HENRY E. RAPER
TOWN MANAGER



LOUISE W. HINTON
MICHAEL W. COLEMAN
CHARLES P. TAYLOR
LARRY D. TAYLOR

RESOLUTION 2016-01

RESOLUTION AUTHORIZING THE AMENDMENT OF THE TOWN OF NASHVILLE POLICY FOR REIMBURSEMENT OF TRAVEL EXPENSES

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Nashville, North Carolina as follows:

1. That the Town of Nashville Policy for Reimbursement of Travel Expenses has been amended to read as follows:

TOWN OF NASHVILLE POLICY FOR REIMBURSEMENT OF TRAVEL EXPENSES

Hotel/Motel Accommodations

The Employee must provide receipts for any hotel/motel accommodations along with an approved "Travel Form" in order to be reimbursed. It is recommended that all hotel/motel accommodations be made by the Purchasing Agent and payment secured with the Town's credit card.

Mileage

Mileage shall be reimbursed at the approved mileage rate allowed by the Internal Revenue Service at the time of travel.

Meals

Meals will be reimbursed by the Town using the standard rate set forth in GSA guidelines. Meal reimbursements (conferences, banquets, etc.) exceeding the GSA guidelines will be handled on a case by case basis as approved by the Town Manager. No reimbursements shall be made for alcoholic beverages.

Miscellaneous

Miscellaneous expenses will be handled on a case by case basis.

ALL REIMBURSEMENTS must be supported by proper documentation/receipts. Receipts should clearly state what is being reimbursed for.

Request for Travel Forms should be completed for all travel and submitted with Request for Reimbursement of all travel related expenses. Request for Travel Forms should be reviewed and approved by the Town Manager.

Adopted this 5th day of January, 2016.

Donald B. Street, Mayor

ATTEST:

Lou C. Bunch, Town Clerk

****Reference Copy****

Policy for Reimbursement of Travel Expenses adopted June 4, 1996

Motion by Frank Wright, seconded by Tommy Rogers and duly passed that the following revised Travel Reimbursement Policy be adopted:

**TOWN OF NASHVILLE
POLICY FOR REIMBURSEMENT
OF TRAVEL EXPENSES**

Hotel/Motel Accommodations:

Receipts must be presented for any hotel/motel accommodations paid for by the Town, whether they are paid for in advance or reimbursed.

Mileage:

Mileage shall be reimbursed at the current rate per mile that is allowed by the Internal Revenue Service.

Meals:

Meals will be reimbursed by the Town to the employee by the following schedule:

Breakfast: Upon presentation of a receipt not to exceed \$5.50.

Lunch: Upon presentation of a receipt not to exceed \$7.50.

Dinner: Upon presentation of a receipt not to exceed \$17.00.

If an employee is gone a full day, or longer, their meal expenses may not exceed \$30.00 per day.

Phone Calls:

The Town will pay an overnight traveler \$2.00 to cover a personal call. This is one (1) call per trip.

Miscellaneous:

Miscellaneous expenses will be handled on a case by case basis by receipts.

Some meal reimbursements may be handled on a case by case basis by receipts. (Example: Conferences, banquets, etc.).

Prior to attending any reimbursable function, ie. schools, conferences, conventions, etc. an employee shall fill out appropriate "request for travel" forms. The forms shall be reviewed by the Town Manager, who shall approve or disapprove said request.

TOWN OF NASHVILLE FIRE DEPARTMENT

MEMORANDUM

Date: December 18, 2015
To: Henry Raper, Town Manager
From: Randy L. Goodbrod, Fire Chief
Subject: Assistance Firefighter Grant/Purchase of 22 SCBA Units

As per your request, I have prepared a resolution for Town Council that will allow the fire department to purchase 22 self-contained breathing apparatus (SCBA) through the "FireRescue GPO" (Group Purchasing Organization) program. The units will be for use by the fire department per grant guidelines. The list price for the new SCBA units is \$182,335.71 and the purchase price is \$168,781.21 through the FireRescue GPO program. Most of the cost to purchase the SCBA units is covered by the FEMA grant (\$150,700.00). The difference between the purchase price and the grant funding is \$18,081.21. This amount will come from the money budgeted by the Town for this project (budgeted amount (\$18,227)).

MES Carolinas has a contract with FireRescue GPO for Scott breathing apparatus. The Town is a member of the FireRescue GPO and therefore qualifies under state statute to purchase the SCBA units from MES through the GPO process. Attached is a copy the statute that permits the Town to take "Exception to Formal Bidding". Also, attached are two emails from two different municipal fire departments that have taken exception to bidding by using the FireRescue GPO process. The last attachment is the agreement that we will need to sign to be able to purchase the SCBA units under the FireRescue GPO program.

I am respectfully requesting that we place this resolution on the council agenda for Tuesday, January 5, 2016.

Town of Nashville

DONALD B. STREET
MAYOR

HENRY E. RAPER
TOWN MANAGER



LOUISE W. HINTON
MICHAEL W. COLEMAN
CHARLES P. TAYLOR
LARRY D. TAYLOR

RESOLUTION 2016-02

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NASHVILLE AUTHORIZING THE NASHVILLE FIRE DEPARTMENT TO ENTER INTO AN AGREEMENT TO PURCHASE 22 “SCOTT” SELF-CONTAINED BREATHING APPARATUS UNITS FROM MUNICIPAL EMERGENCY SERVICES INC. (MES-Carolinas) IN THE AMOUNT OF \$168,781.21 AND TO DONATE THE EXISTING SCBA UNITS TO THE NASH COMMUNITY COLLEGE PUBLIC SAFETY PROGRAM

WHEREAS, the Town of Nashville Fire Department has been awarded \$150,700.00 through the FEMA “Assistance to Firefighters” Grant Program, for the purchase of 22 self-contained breathing apparatus units; and

WHEREAS, the Town of Nashville has budgeted \$182,789.00 for the purchase of self-contained breathing apparatus; and

WHEREAS, MES Carolinas has a Master Purchase Agreement through “National Purchasing Partners” for “Scott” breathing apparatus; and

WHEREAS, the Town of Nashville qualifies under “Policy Manual for Local Governments, Section 35; Part II – Statutory Requirements and Guidance”; “1-C Exceptions to Formal Bidding” as being eligible to take exception to the formal bidding process and use the FireRescue GPO process; and

WHEREAS, the Town of Nashville Fire Department is requesting permission to purchase 22 “Scott” self-contained breathing apparatus units from MES-Carolinas at a cost of \$168,781.21 through National Purchasing Partners by entering into an agreement (“Member Intergovernmental Cooperative Purchasing Agreement”); and

WHEREAS, the Town will donate the old self-contained breathing apparatus units to Nash Community College.

NOW, THEREFORE BE IT RESOLVED, by the Town Council for the Town of Nashville, North Carolina through the adoption of this resolution is hereby authorizing the Nashville Fire Department to enter into the Member Intergovernmental Cooperative Purchasing Agreement for the purchase of 22 “Scott” self-contained breathing apparatus units from

Municipal Emergency Services, Inc. (MES-Carolina) in the amount of \$168,781.21 and to donate the existing SCBA units to the Nash Community College Public Safety Program.

Adopted this 5th day of January, 2016.

Donald B. Street, Mayor

ATTEST:

Lou C. Bunch, Town Clerk



Department of State Treasurer – Policy Manual for Local Governments
Section 35: Purchasing and Contracting
Part II – Statutory Requirements and Guidance

Effective July 1, 2007, contracts for construction or repairs with an estimated cost of \$500,000 or more and contracts for the purchase or lease-purchase of apparatus, supplies, materials, or equipment with an estimated cost of \$90,000 or more require the use of formal bidding and contracting procedures. Dividing contracts to evade these requirements is prohibited by G.S. 143-133.

1. Exceptions to Formal Bidding

Exceptions to the requirement to use of formal bidding and contracting procedures provided by G.S. 143-129(e) include:

- a. Purchases of apparatus, supplies, materials, or equipment from the United States of America or any agency thereof or any other governmental unit or agency within the United States [G.S. 143-129(e)(1)];
- b. An emergency involving the health and safety of the people or their property. The governing board may let contracts as necessary and at their discretion. Governing boards should consider defining in writing the basis for claiming an emergency [G.S. 143-129(e)(2)];
- c. “Purchases made through a competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies” [G.S. 143-129(e)(3)]. This exception previously applied to hospitals only. The needs of the participating agencies should be identified, competition sought, and contracts awarded from which the participating entities may purchase;
- d. Purchase of gasoline, diesel fuel, alcohol fuel, motor oil, fuel oil, or natural gas. [G.S. 143-129(e)(5)] Such purchases are subject to the informal bidding procedures in G.S. 143-131;
- e. Purchases of apparatus, supplies, materials, or equipment when any one of the following occur [G.S. 143-129(e)(6)]:
 - (1) Performance or price competition for a product is not available, or
 - (2) The item is available from only one source of supply, or
 - (3) Standardization or compatibility is the overriding consideration. For these exceptions, the governing board must approve the purchases prior to the award of the contract. Public hospitals are provided additional exceptions;
- e. Contracts established by the State Office of Information Technology [G.S. 143-129(e)(7)].
- f. Guaranteed energy savings contracts [G.S. 143-129(e)(8)] as they are governed by Article 3B of Chapter 143 of the General Statutes (G.S. 143-64.10 to G.S. 143-64.17);
- g. Contracts established by the State or any agency of the State [G.S. 143-129(e)(9)].
- h. Contracts established by the United States or any federal agency [G.S. 143-129(e)(9a)].

Randy Goodbrod

From: Harris, Ray <arayharris@mesfire.com>
Sent: Monday, December 07, 2015 7:37 AM
To: RANDY.GOODBROD@TOWNOFNASHVILLENC.GOV
Subject: FW: gs

From: Robbie Rose [mailto:rrose@washingtonnc.gov]
Sent: Thursday, December 03, 2015 9:10 AM
To: Harris, Ray
Subject: gs

North Carolina General Statute 143-129(g)

(g) Waiver of Bidding for Previously Bid Contracts. – When the governing board of any political subdivision of the State, or the person to whom authority has been delegated under subsection (a) of this section, determines that it is in the best interest of the unit, the requirements of this section may be waived for the purchase of apparatus, supplies, materials, or equipment from any person or entity that has, within the previous 12 months, after having completed a public, formal bid process substantially similar to that required by this Article, contracted to furnish the apparatus, supplies, materials, or equipment to:

- (1) The United States of America or any federal agency;
- (2) The State of North Carolina or any agency or political subdivision of the State; or
- (3) Any other state or any agency or political subdivision of that state, if the person or entity is willing to furnish the items at the same or more favorable prices, terms, and conditions as those provided under the contract with the other unit or agency. Notwithstanding any other provision of this section, any purchase made under this subsection shall be approved by the governing body of the purchasing political subdivision of the State at a regularly scheduled meeting of the governing body no fewer than 10 days after publication of notice that a waiver of the bid procedure will be considered in order to contract with a qualified supplier pursuant to this section. Notice may be published in a newspaper having general circulation in the political subdivision or by electronic means, or both. A decision to publish notice solely by electronic means for a particular contract or for all contracts under this subsection shall be approved by the governing board of the political subdivision. Rules issued by the Secretary of Administration pursuant to G.S. 143-49(6) shall apply with respect to participation in State term contracts.

Robbie Rose, Fire Chief



Randy Goodbrod

From: Harris, Ray <arayharris@mesfire.com>
Sent: Monday, December 07, 2015 7:36 AM
To: RANDY.GOODBROD@TOWNOFNASHVILLENC.GOV
Subject: FW: Piggy Back Exception

From: David Moore [mailto:david.moore@wintervillenc.com]
Sent: Thursday, December 03, 2015 12:12 PM
To: Harris, Ray
Subject: Piggy Back Exception

143-129

(g) Waiver of Bidding for Previously Bid Contracts. - When the governing board of any political subdivision of the State, or the person to whom authority has been delegated under subsection (a) of this section, determines that it is in the best interest of the unit, the requirements of this section may be waived for the purchase of apparatus, supplies, materials, or equipment from any person or entity that has, within the previous 12 months, after having completed a public, formal bid process substantially similar to that required by this Article, contracted to furnish the apparatus, supplies, materials, or equipment to:

- (1) The United States of America or any federal agency;
- (2) The State of North Carolina or any agency or political subdivision of the State; or
- (3) Any other state or any agency or political subdivision of that state, if the person or entity is willing to furnish the items at the same or more favorable prices, terms, and conditions as those provided under the contract with the other unit or agency. Notwithstanding any other provision of this section, any purchase made under this subsection shall be approved by the governing body of the purchasing political subdivision of the State at a regularly scheduled meeting of the governing body no fewer than 10 days after publication of notice that a waiver of the bid procedure will be considered in order to contract with a qualified supplier pursuant to this section. Notice may be published in a newspaper having general circulation in the political subdivision or by electronic means, or both. A decision to publish notice solely by electronic means for a particular contract or for all contracts under this subsection shall be approved by the governing board of the political subdivision. Rules issued by the Secretary of Administration pursuant to G.S. 143-49(6) shall apply with respect to participation in State term contracts.

David G. Moore
Fire Chief
Town of Winterville Fire-Rescue-EMS

Office – (252) 215-2379
Fax - (252) 215-2459

david.moore@wintervillenc.com

National Purchasing Partners

Member Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) by and between government entities that execute a Lead Contracting Agency Authorization ("Lead Contracting Agency(ies)") to be supplemented and made a part hereof and participating National Purchasing Partners ("NPP") government entity members ("Participating Agencies") including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, created by a nonprofit medical center, provides group purchasing marketing and administrative support for governmental entities within the membership. NPP's marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout the United States and Canada.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Price Agreements;

WHEREAS, the Master Price Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements open to all Participating Agencies;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements, both in state law and local policy.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. Each party will facilitate the cooperative procurement of goods and services.
- b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreements and NPP.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to the Lead Contract Agency.

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH "LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH

**PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF
REQUIRED BY LOCAL OR STATE LAW.**

**LEAD CONTRACTING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of South Davis Metro Fire Agency (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the South Davis Metro Fire Agency and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

BY: Jeff Bassett
ITS: Fire Chief

Date: 10-3-13

Lead Contracting Agency Contact Information:

Contact Person: Jeff Bassett
Address: 255 S. 100 W
Bountiful, UT 84018

Telephone No.: 801-677-2400
Email: JBASSETT@SDmetrofire.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.*

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

* In addition to execution of this Member Intergovernmental Cooperative Purchasing Agreement, all Participating Agencies must be registered members of NPP and/or FireRescue GPO in order to access NPP competitively bid contracts. Registration is fast and free. Go to www.mynpp.com or contact a customer service representative at 1-800-810-3909 or customerservice@mynpp.com.

TOWN OF NASHVILLE FIRE DEPARTMENT

MEMORANDUM

Date: December 18, 2015
To: Henry Raper, Town Manager
From: Randy L. Goodbrod, Fire Chief
Subject: Council Resolution on 1948 American LaFrance

The attached resolution is to request council action to give the Town's 1948 American LaFrance fire pumper to the Nashville Fire District Auxiliary. For many years, the truck has sat outside under a shelter at the public works garage. The truck is very weathered and in very poor condition. However, the department members would like to restore the truck to its original condition for the department's upcoming centennial celebration in the fall of 2016. Afterwards, the truck will be used for delivery of fire safety education programs to children.

The reason for the auxiliary to take possession is so the town has no financial connection in the truck restoration. The auxiliary has agreed to provide the insurance and take care of restoration costs on the truck.

If the auxiliary takes possession of the truck, it must be retitled because the title cannot be located. The auxiliary will have to go through the same process the college did when the college took possession of the 1971 Ward LaFrance and no title could be located for that truck.

I am respectfully requesting we present the attached resolution to Town Council for adoption. I believe this project to be very worthwhile and support it one hundred percent.

Town of Nashville

DONALD B. STREET
MAYOR

HENRY E. RAPER
TOWN MANAGER



LOUISE W. HINTON
MICHAEL W. COLEMAN
CHARLES P. TAYLOR
LARRY D. TAYLOR

RESOLUTION 2016-03

RESOLUTION AUTHORIZING THE NASHVILLE TOWN COUNCIL TO TRANSFER OWNERSHIP OF THE TOWN'S 1948 AMERICAN LAFRANCE FIRE TRUCK TO THE NASHVILLE FIRE DISTRICT AUXILIARY

WHEREAS, the members of the Nashville Fire Department desire to refurbish the 1948 American LaFrance currently owned by the Town of Nashville; and

WHEREAS, the Nashville Fire Department will be celebrating 100 years of continuous service to the community and surrounding areas in 2016; and

WHEREAS, the Nashville Fire Department would like to have the 1948 American LaFrance restored for the Centennial Celebration; and

WHEREAS, the Nashville Fire District Auxiliary, a non-profit organization with the mission of supporting the Nashville Fire Department members through education and training, has agreed to take ownership of the truck, maintain the truck, and provide required insurance coverage on the truck; and

WHEREAS, the Nashville Town Council desires the truck to be part of the Nashville Fire Department's history, and public fire safety education programs; and

WHEREAS, the Nashville Fire District Auxiliary shall return ownership of the truck to the Town of Nashville if they ever choose to dispose of the truck.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Nashville through the adoption of this resolution is hereby authorizing the transfer of the 1948 American LaFrance Fire Truck from the Town of Nashville to the Nashville Fire District Auxiliary.

Adopted this 5th day of January, 2016.

Donald B. Street, Mayor

ATTEST:

Lou C. Bunch, Town Clerk

Tom Bashore
Chief of Police

Joseph W. Corbett III
Patrol Lieutenant



NASHVILLE POLICE DEPARTMENT

P.O. Drawer 987
Nashville, North Carolina 27856
Phone: (252) 459-4545
Fax: (252) 459-4279

MEMORANDUM

DATE: December 21st, 2015
TO: Henry Raper / Town Manager
FROM: Chief Thomas A. Bashore 
RE: Replace Police Department Service Weapons

The Nashville Police Department would like to replace their aging service weapons, currently .45 caliber Glocks, with .40 caliber Glocks. This replacement is a natural occurrence in police agencies due to the following reasons:

Age of current weapons (6 to 10 years old)

Current weapons are rated at 2,000 – 3,000 rounds before maintenance is required

Maintenance will be approximately \$50.00 per weapon. 16 weapons X \$50.00 = \$800.00

Surrounding agencies are currently carrying .40 caliber handguns

The Town will benefit in many ways by changing out our old service weapons. First, the older weapons are rated at 2,000 – 3,000 rounds fired before maintenance is required to keep them in good condition. The new generation of handguns being manufactured are rated at 5,000 rounds fired before maintenance is required. Second, the two largest agencies nearest to the Town of Nashville are the Nash County Sheriff's Office and the Rocky Mount Police Department. Both of these agencies carry .40 caliber handguns. Because the Town of Nashville carries .45 caliber handguns – the ammunition is not interchangeable. An example of why this is critical can be illustrated as follows:

Integrity Professionalism Accountability Compassion Dedication

Tom Bashore
Chief of Police

Joseph W. Corbett III
Patrol Lieutenant



NASHVILLE POLICE DEPARTMENT

P.O. Drawer 987

Nashville, North Carolina 27856

Phone: (252) 459-4545

Fax: (252) 459-4279

A Nash County Sheriff's Deputy is involved in a gunfight and a Town of Nashville officer responds to assist. If either of these officers run out of ammunition, they would not be able to share ammunition since their weapons and ammunition are different calibers.

Finally, the Town of Nashville will not incur any cost to replace the older weapons with brand new weapons since we will receive a credit from the exchange of our older weapons.

The plan is to replace the current service weapons (.45 caliber) Glock with brand new (.40 caliber) Glock service weapons from a certified Firearm's dealer. This can be accomplished without costing the town any money by trading in our current supply of weapons which include the weapons officers are currently carrying as well as the weapons that are in inventory that officer previously carried.

Cost Breakdown:

New Glock .40 caliber handguns (18) X \$409.00 = \$7362.00

Trade in value for (15) .45 caliber Glock handguns = \$4650.00

Trade in value for (19) .45 caliber Smith & Wesson's = \$2940.00

Total value of trade in = \$7590.00

This actually leaves a surplus of \$228.00.

Integrity

Professionalism

Accountability

Compassion

Dedication

**TOWN OF NASHVILLE
BUDGET AMENDMENT
FISCAL YEAR 2015-2016**

AMENDMENT # _____
Date Approved _____

Fund
Department

Account #	Account Description	Current Budget	INCREASE	DECREASE	Amended Budget
10-336-0100	Donations - Police	\$ 1,525.00	\$ 3,050.00		\$ 4,575.00
10-510-4301	Walmart Grant Expenses	\$ 4,225.00	\$ 3,050.00		\$ 7,275.00

To budget donations received for "Shop with a Cop"

**TOWN OF NASHVILLE
BUDGET AMENDMENT
FISCAL YEAR 2015-2016**

AMENDMENT # _____
Date Approved _____

Fund
Department General
 Fire

Account #	Account Description	Current Budget	INCREASE	DECREASE	Amended Budget
10-530-3100	Gas, Oil & Tires	\$ 23,491.00	\$ -	\$ 3,000.00	\$ 20,491.00
10-530-1000	Training/Travel	\$ 10,000.00	\$ 3,000.00		\$ 13,000.00

To transfer funds w/in department



Memorandum

Date: December 22, 2015

To: Henry Raper, Town Manager

From: Brian D. Hassell, Planning & Development Director 

Subject: Planning Board and Board of Adjustment Reappointments

There are two reappointments requested for the Board of Adjustment and Planning Board. Please see below.

- Willie Morris would like to be reappointed to the Board of Adjustment. This appointment is a four-year term.
- Al Edward was reappointed to a four-year term by Nash County as an ETJ Member (letter attached).
- Michael Coleman will also be stepping down to become a Town Council member. This will leave one vacancy on the Planning Board. Please send interested persons to my attention.

Feel free to contact me with any questions or comments.

Nash County



BOARD OF
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J. WAYNE OUTLAW
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ZEE B. LAMB
COUNTY MANAGER
zee.lamb@nashcountync.gov

VINCE DURHAM
ATTORNEY
vdurham@bws.com

JANICE EVANS
CLERK TO BOARD
janice.evans@nashcountync.gov

December 17, 2015

Al Edwards
1117 Cooke Road
Nashville, NC 27856

Dear Mr. Edwards:

The Nash County Board of Commissioners, meeting in regular session on Monday, December 7, 2015, appointed you to the **Town of Nashville Board of Adjustment** for a term beginning January 1, 2016 and expiring January 1, 2020.

Thank you for your willingness to serve the citizens of Nash County.

Sincerely,

Janice Evans, Clerk
Nash County Board of Commissioners

cc: Henry (Hank) Raper ✓