



**NASHVILLE TOWN COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MARCH 1, 2016
7:00 PM
NASHVILLE TOWN COUNCIL CHAMBERS**

- I. Call to Order by Mayor Street - 7:00 PM**
- II. Consideration of Minutes:**
 - a. Tuesday, February 2, 2016 Regular Meeting Minutes
 - b. Wednesday, February 24, 2016 Agenda Meeting Minutes
- III. Citizen Comments: No Requests**
- IV. Items for Consideration:**
 - a. Recognition of Fire Captain Jason Edwards
 - b. SE 2016-01: Consideration of a request for an Application for Permit for Street Event for the Annual Nashville Blooming Festival to be held May 4-7, 2016
 - c. OA 2016-01: Consideration of an Ordinance Amending the Text of the Town of Nashville Code of Ordinances, Chapter 18, Land Use Regulations - Section 18-44 (4) "Protests"
 - d. OA 2016-02: Consideration of an Ordinance Amending the Text of the Town of Nashville Code of Ordinances, Chapter 18, Land Use Regulations - Section 18-368 "Bonding Requirements"
 - e. Consideration of Planning Board Appointment
 - f. Consideration of Library Advisory Board Appointments
 - g. Consideration of Fire Relief Board Appointments
 - h. Consideration of Resolution in Memory of Warren Evans
 - i. Consideration of the North Carolina Department of Cultural Resources Records Retention and Disposition Schedule for Municipal Government Issued September 10, 2012 and its Amendments dated August 29, 2013 and January 5, 2015
 - j. Consideration of Resolution 2016-06: Resolution Establishing Procedures for Handling of Closed Session Minutes
 - k. Consideration of Resolution authorizing the Disposition of Real Property as Authorized by NCGS 160A-274

- l. Consideration of Real Estate Purchase - E.T. Bass Property located at 400 S. Boddie Street**
- m. Consideration of Ordinance amending the text of the Town of Nashville Code of Ordinances, Chapter 24, Offenses and Miscellaneous Provisions**

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



Memorandum

Date: February 25, 2016
To: Lou Bunch, Town Clerk
From: Brian D. Hassell, Planning & Development Director *BH*
Subject: Blooming Festival Street Event Permit

The Nashville Chamber of Commerce has applied for a street event permit for the annual Blooming Festival to be held on May 4th-7th. The TRC has reviewed the request and recommends approval as submitted.

Feel free to contact me anytime with any additional questions or comments.

RECEIVED
2/2/16

TOWN OF NASHVILLE



APPLICATION FOR PERMIT FOR STREET EVENT
(Nashville Town Code of Ordinances - Chapter 14, Article IV)

•Explanation of Planned Activities of the Event:

20th Annual Nashville Blooming Festival

Live entertainment, food, craft vendors, carnival, street dance and parade.

•Name, Address, and Phone of Person, Organization, or Entity Seeking to conduct or Sponsor the Event:

Nashville Chamber of Commerce 252-459-4050

P.O. Box 1003

Nashville, NC 27856

•Name, Address, and Phone of Individual in Charge of the Event:

Jo Anne Cooper 252-459-7101

203 W. Washington Street

Nashville, NC 27856

•Proposed Date and Time Period of the Event:

Carnival: May 4, 2016 through May 7, 2016

Festival: May 6, 2014 through May 7, 2015

•Proposed Streets to be Closed or Obstructed:

SEE FOLLOWING PAGE

Proposed streets to be closed or obstructed:

May 6, 2016: Close Washington Street at 12:00 noon from Barnes to Alston, including Drake Street. Requesting streets remained closed until midnight, May 7, 2015.

Street closing is earlier than event due to stage set-up.

Please communicate with police department as to how they wish to handle traffic situation during this time.

PARADE: May 7, 2016, additional streets need closing for parade line-up. Please plan to close these streets at 8:30 a.m. May 7th.

First Street: from Washington Street to Lloyd Park

East Cedar Street to First Street

East Elm Street to First Street

Thorne Street: from Elm to Cedar

W. Washington Street: from Cooley Manor to N. Alston Street

N. Alston Street to E. Cedar Street (can be closed later in morning, prior to parade)

Requesting Lumber/Center and Lumber/Elm Streets have officers or cones due to traffic slipping through, causing safety issues.

Close at time of parade:

South Alston Street: from intersection of Washington / Alston to Church

Church Street: From Church to Boddie street

Place baracades at Washington Street entrance of N. Collins Street, N.

Hilliard Street and N. Oak Rd. Street stating "No Thru Traffic."

Note: vendor traffic to be allowed entry to festival area for purpose of loading merchandise to leave Saturday afternoon between 4:30-6:00 p.m.

•Approximate Number of People Expected to Attend Event: 25,000

Required Attachments to Accompany this Application:

1. A fee of \$125.00 to defray costs of Legal Notices.
2. Sketch map showing: The area where the event is to take place – Streets to be closed or obstructed – Barriers or traffic control devices that will be erected – Locations of concession stands, booths, or temporary structures or facilities – Location of proposed fences, stands, platforms, benches or bleachers.
3. Request for specified services to be provided by the Town such as police, fire, public works personnel/equipment, etc.

The Town Council, at its discretion, may require any or all of the following before a permit is issued for an event:

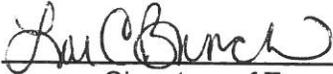
1. That the applicant obtains a comprehensive general liability insurance policy or comparable special events liability insurance policy.
2. That the applicant pays to the Town a fee sufficient to reimburse the Town for the costs of services and/or equipment provided.
3. That the applicant modifies its application to remove any objections to the issuance of the permit.
4. That the applicant posts a bond or other sufficient security to insure that the area where the event takes place is returned to the condition that existed prior to the event.
5. Applicant is responsible for obtaining North Carolina Department of Transportation Special Event Request Form – Revised 8/5/14, completing , and providing a copy of the documentation of North Carolina Department of Transportation granting approval to applicant no less than 30 days prior to the event and attach with this form to the Town of Nashville.
6. Applicant is responsible for any cost incurred from the North Carolina Department of Transportation.



Signature of Applicant

2-2-16

Date



Signature of Town Official

2/2/16

Date

BLOOMING FESTIVAL BEER GARDEN 2016

Outline for permit

LOCATION:

Boddie Street (south of Washington Street)

*Town staff, and festival committee, suggests the beer garden be located in a street.
Town staff (including police / fire / safety) have recommended Boddie Street.
Recommendation is to not put garden in a parking lot due to being county owned
and would most likely be out of their ordinance.*

**I. Alcohol consumption is to be contained in the beer garden area.
No bottles or cans. Cups only.**

**II. Operation hours suggested as follows:
Friday night 6-10 pm
Sat. night 4-10pm**

**III. The beer garden can be outsourced to a vendor / distributor.
We could charge a flat fee to operate or collect a percentage of sales.**

The other option is to buy and resell the beer -- which would require a ton of volunteers and liability, plus ABC permits.

My suggestion is to outsource to a vendor who already has an alcohol license and can assume the liability of age consumption, plus take care of clean up.

I highly recommend a mobile vendor such as a truck since the area happens to be on the parade route and doesn't open until 4pm on Saturday.

**Jo Anne Cooper
Blooming Festival Chairperson**

North Carolina Department of Transportation
Special Event Request Form
Revised 4/8/13

This request form is required for all special events being held within the right-of-way of State Highway System roads. Special events include one-time, annual, or periodic bicycle races, marathons or other foot races, festivals, charity walks, parades, or other events outside of the normal usage of the State Highway System. **This request must be submitted to the appropriate Division Traffic Engineer(s) where the event will be held at least ninety (90) days prior to the scheduled beginning of the event.** See a listing of the Highway Divisions and their contact information at the following URL:

<https://apps.dot.state.nc.us/dot/directory/authenticated/UnitPage.aspx?id=630>

Section A: Event Information

Name of Event: NASHVILLE BLOOMING FESTIVAL
Type of Event: ANNUAL TOWN FESTIVAL
County/Counties: NASH
City/Cities: NASHVILLE
Event Date(s): MAY 6, 7
Event Time(s): MAY 6TH 1800-2400 / MAY 7TH 0700-2400
Primary Sponsoring Organization: NASHVILLE CHAMBER OF COMMERCE
Anticipated number of participants (estimate): 25,000
Approximate distance in miles: 2
Temporary lane and/or road closures and/or interference: Yes No

Section B: Contact Information

Director/Organizer Name: JO ANNE COOPER Email: JCOOPER@NASHVILLEGRAPHIC.COM
Mailing Address: 203 W. WASHINGTON STREET
NASHVILLE, TN 37856
Telephone 1: 252-459-7101 Telephone 2: _____ Fax: _____
Responsible Local Government: TOWN OF NASHVILLE
Local Government Contact: HENRY RAPER Telephone: 252-459-4511
Responsible Law Enforcement Agency: NASHVILLE POLICE DEPARTMENT
Law Enforcement Contact: LT. JOSEPH CORSETTI Telephone: 252-459-4545
252-903-8167

Section C: Support Material

The following support documentation must be attached to this request before it will be considered...

1. Detailed location(s) of event including maps indicating route(s) used by the event.
2. Detailed description of the event and how it will affect the route(s) used by the event.
3. Written support for the event from all local governments whose jurisdiction the event is being held in.
4. Written acknowledgement and approval by local law enforcement and/or the State Highway Patrol.
5. Type, description, and location of any proposed temporary lane closures/interference, road closures/interference, traffic control and signing with appropriate maps, sketches, detour routes, and written acknowledgement from the agency providing the temporary closures/interference, traffic control, and/or signing accepting responsibility for such.
6. Description of notification to residents along the route as a safety and informational service.
7. Signed statement of liability waiver (last page).
8. Proof of liability insurance in the amount of \$1,000,000.00

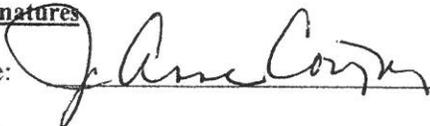
Section D: Terms and Conditions

The following applies to all approved events...

1. Requestor shall be responsible to properly close the lanes/roads according to the Manual on Uniform Traffic Control Devices (MUTCD).
2. Requestor shall be responsible to provide all necessary traffic control using the appropriate law enforcement agency/agencies or individuals trained in traffic control as set forth in General Statute §20-114.1.
3. Requestor shall be responsible to notify all emergency services and other responders of any impending closures and/or interference.
4. Event shall be supported by, or endorsed by, the local governing body/bodies.
5. If a bicycle race, requestor shall be responsible to follow rules and statutes specific to bicycle racing as provided for at the following URL: <http://www.ncdot.gov/bikeped/bicycle/racing/default.html>.

Section E: Signatures

Requestor Signature: _____



Date: 2/18/14

Approval Signature: _____

Division Traffic Engineer

Date: _____

- CC:
- Division Engineers
 - District Engineers
 - Resident Engineers
 - Bridge Maintenance Engineers
 - Roadside Environmental Engineers
 - Bituminous Supervisors
 - State Highway Patrol

STATEMENT OF LIABILITY WAIVER FOR SPECIAL EVENTS

This statement of liability waiver is made for the named event listed in Section A of the "Special Events Request Form", hereinafter "the Special Event", by the Special Event organizer listed under Section B of the "Special Events Request Form", hereinafter "the Organizer", to the Department of Transportation, an agency of the State of North Carolina, hereinafter "the Department".

Whereas, the Organizer is organizing a Special Event using roads of the State Highway System and accepts responsibility as the person in charge of the Special Event;

Whereas, the Organizer shall identify in writing the name, if any, of the organizations or groups sponsoring the Special Event;

Whereas, the Organizer shall identify in writing and on a map the roads of the State Highway System to be used for the Special Event prior to the start of the Special Event;

Whereas, the Organizer shall address all safety and mobility issues;

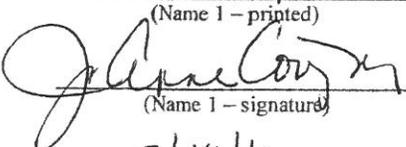
Whereas, the Organizer accepts all risks and liabilities and shall release, waive, discharge and covenant not to sue the Department for any and all liability from any and all claims arising from the Special Event and shall provide a copy of this statement of liability waiver to all participants of the Special Event and obtain their written agreement of said waiver prior to their participation in, and the commencement of, the Special Event;

Whereas, the Organizer and all participants understand and agree that this statement of liability waiver shall be binding upon executors, administrators, personal representatives, collectors, heirs, successors, and assigns, and shall inure to the benefit of the Department and all of its past, present, and future officers, directors, employees, agents, representatives, insurers, predecessors, and successors;

Whereas, the Organizer agrees to make restitution for any and all claims for personal injury or property damage which may be asserted against the Department by reason of any individual's participation in the Special Event and agrees to make restitution for any costs, expenses, and damages (including, without limitation, attorney's fees and costs) which may be asserted against the Department as a result of the Special Event;

Therefore, the Organizer does hereby fully and unconditionally release and discharge the Department and all past or present agents and employees of the Department, in their official and individual capacities, from any and all claims and losses, liabilities, demands, actions, or causes of action of any kind or character (including without limitation, for attorney's fees, costs, and expenses), whether known or unknown, with the knowledge that such may come to exist, whether at law or at equity on account of, connected with, or growing out of the Special Event.

The Organizer hereby certifies that he/she has obtained signed Release and Waiver of Liability for every participant in the event and will give the Department a copy of the signed Release and Waiver of Liability. The undersigned hereby acknowledge that they have read this statement, and fully understand its contents.

<u>J Anne Cooper</u> (Name 1 - printed)	_____	_____
<u></u> (Name 1 - signature)	_____	_____
<u>2/18/16</u> (Name 1 - date)	_____	_____

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

Mr. Lewis,

The Nashville Police Department as well as other agencies to include the Nashville Fire Department, Nash County EMS and Nash County Emergency Management work each year with the Nashville Chamber of Commerce assisting them with their annual hosting of the Nashville Blooming Festival. The festival this year will take place from Friday afternoon May 06, 2016, through Saturday night May 07, 2016.

While the local Chamber is responsible for event activities such as vendor sales, a parade and entertainment, the Nashville Police Department and Nashville Fire Department set-up and maintain throughout the event what is commonly known as an Incident Command Center. The Incident Command Center is used to manage all safety aspects of the event.

In part, the Incident Command Center aids in the coordination and systematic flow of vehicle traffic in and around the Festival area. From May 06, 2016 through May 07, 2016, the Nashville Police Department, with your approval, will divert vehicle traffic around the Festival area and parade route.

All traffic diverted around the Festival and parade route is clearly defined, guiding those not familiar with the area to include commercial traffic safely around the event and back onto major roadways. All vehicle traffic is constantly monitored and during times of high traffic flow, law enforcement officers, are positioned in multiple intersections to manually direct traffic making traffic congestion almost non-existent.

It is our hope that the attached traffic flow information related to the Nashville Blooming Festival will show that the Nashville Police Department will work to ensure motorist stay as safe as possible and will manage traffic issues that may arise as a result of road closures or detours related to this event.

Residents living in the area are made aware of traffic flow changes by both local newspaper articles and a public hearing.

I thank you for your time and if there are any questions please feel free to contact me directly at 252-903-8167 or if you prefer, by email at joseph.corbett@townofnashvillenc.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Corbett III".

Lieutenant Joseph W. Corbett III



Memorandum

Date: February 25, 2016

To: Henry Raper, Town Manager

From: Brian D. Hassell, Planning & Development Director

Subject: Planning Board Recommendations

The Planning Board made recommendations on two agenda items following the joint hearing on February 24, 2016. Please see summary below.

1. OA 2016-01 "Protests": The planning board recommends approval of the amendment as submitted.
2. OA 2016-02 "Bonding Requirements": The planning board recommends approval of the amendment as submitted.

Feel free to contact me anytime with any questions or comments.

Town of Nashville

DONALD B. STREET
MAYOR

HENRY E. RAPER
TOWN MANAGER



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

AN ORDINANCE AMENDING THE TEXT OF THE TOWN OF NASHVILLE CODE OF ORDINANCES, CHAPTER 18, LAND USE REGULATIONS

WHEREAS, Article II “Zoning” the town has adopted regulations to encourage the protection and development of the various physical elements of the town’s jurisdiction; and

WHEREAS, Section 18, Article II “Zoning”, Division 9 “Amendment Procedure”; authorizes town council may amend, supplement, or change this article and zoning district lines; and

NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of Nashville that the Town of Nashville Code of Ordinances be amended to reflect the following changes to Chapter 18, Division 9, Section 18-244 “Action by the town council”

By Deleting: Section 18-244 (4) “Protests”

Sec. 18-244. - Action by the town council.

~~(4) Protests. To qualify as a protest under this provision, a petition must be signed by the owners of either 20 percent or more of the area included in the proposed change or five percent of a 100-foot wide buffer extending along the entire boundary of each discrete or separate area proposed to be rezoned. A street or right of way shall not be considered in computing the 100-foot buffer area as long as that street right of way is 100 feet wide or less. When less than an entire parcel of land is subject to the proposed zoning map amendment, the 100-foot buffer shall be measured from the property line of that parcel. A super majority vote is required for an affirmative recommendation.~~

Town of Nashville

DONALD B. STREET
MAYOR

HENRY E. RAPER
TOWN MANAGER



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

AN ORDINANCE AMENDING THE TEXT OF THE TOWN OF NASHVILLE CODE OF ORDINANCES, CHAPTER 18, LAND USE REGULATIONS

WHEREAS, Article III "Subdivisions" the town has adopted regulations to consider the subdivision land and the subsequent development to ensure that orderly, planned, efficient growth is realized; and

WHEREAS, Section 18, Article III "Subdivisions", Division 2 "Procedures for Review and Approval of Subdivisions", regulates the procedural requirements for procuring subdivision approval; and

NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of Nashville that the Town of Nashville Code of Ordinances be amended to reflect the following changes to Chapter 18, Article III, Division 2, Section 18-368 "Bonding Requirements"

By Deleting: 150

By Adding: 125

Sec. 18-368. - Bonding requirements.

- (a) If the required improvements have not been completed prior to the submission of the final plat, the developer shall guarantee the completion of the required improvements in a subdivision by means of a bond with surety or other guarantees satisfactory with the town council in an amount equal to ~~150~~ 125 percent of the estimated cost of the required improvements, whereby improvements be made and utilities installed within a reasonable period of time as agreed upon by the developer and the town council. One of the following methods may be pursued by the developer to ensure the installation of such improvements:



Memorandum

Date: February 25, 2016
To: Henry Raper, Town Manager
From: Brian D. Hassell, Planning & Development Director *BDH*
Subject: Planning Board Appointment

Mr. Dwight L. Jordan is a Nashville resident and has requested appointment to the Planning Board. I have met with Mr. Jordan and believe he would be a great addition to the board. Please consider this a formal request to add this appointment as an item of consideration at the next Town Council meeting.

Feel free to contact me anytime with any questions or comments.

Harold D. Cooley Advisory Board 2016

Mr. Mark Brown

Term: January 2016- January 2018

114 North Wheelless Drive

Apt. A

Nashville, NC 27856

252-904-3778

mark.brown@suddenlink.net

Mrs. Hattie Cooper

Term: January 2016- January 2018

4064 NC Hwy. 58 North

Nashville, NC 27856

252-459-9073

hhcooper@embarqmail.com

Mr. Ken Carnahan

Term: January 2016- January 2018

104 East Washington Street

Nashville, NC 27856

252-904-1277

kcarnahan1971@gmail.com

Prophetess Wilhelmenia Foster

Term: January 2016- January 2018

3784 Old County Home Road

Nashville, NC 27856

252-459-8777

No e-mail.

Ms. Inez Perry

Term: January 2015- January 2017

532 Webbs Mill Road

Spring Hope, NC 27882

252-382-7177

princessinez1@hotmail.com

TOWN OF NASHVILLE FIRE DEPARTMENT

MEMORANDUM

Date: February 24, 2016
To: Lou Bunch, Town Clerk
From: Randy L. Goodbrod, Fire Chief *RG*
Subject: Fire Relief Board Appointments

Please place on the agenda for the next council meeting the appointments of Ross Strickland and Stanley Edwards to the "Fire Relief Board". The appointment of Ross Strickland is a two year appointment and Stanley Edwards is a one year appointment.

If you need any additional information please let me know.

CC: Henry Raper, Town Manager

**RESOLUTION TO HONOR THE MEMORY OF
WARREN EVANS**

WHEREAS, on behalf of the Town of Nashville, the Nashville Town Council wishes to extend our sincere condolences on the passing of Warren Evans; and

WHEREAS, the Town Council of the Town of Nashville wishes to acknowledge and express appreciation to Warren Evans for his dedicated service to the citizens of the Town of Nashville; and

WHEREAS, Warren Evans was a lifelong resident of the Town of Nashville and died on Wednesday, February 24, 2016 at the age of 95; and

WHEREAS, Warren Evans faithfully served the Town of Nashville as Town Commissioner and Cemetery Commissioner from 1955 to 1957, as Town Treasurer and Buildings and Grounds Commissioner in 1957, and later served as Mayor from 1991 to 2007; and

WHEREAS, Warren Evans exemplified the true meaning of dedicated public servant having additionally served on the Nash County School Board for twelve years, serving as Chairman from 1968 to 1974, and having served on the Nash Community College Board of Trustees beginning in 1969 for twenty-seven years, also serving as Vice-Chairman for fourteen years and Chairman for eleven years; and

WHEREAS, Warren Evans distinguished himself in the Town of Nashville business community by establishing Acme Cleaners in 1943, which has thrived over the past seventy-three years, and by his sincere dedication and substantial contribution to the welfare of his community; and

WHEREAS, Warren Evans earned the respect, admiration and high regard of all whom he came into contact, and our community has sustained a great loss in his death.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Nashville does hereby express our heartfelt sympathies to his wife of seventy years, Hilda G. Evans, and their children Carol Evans Gay and Timothy Evans and their families;

BE IT FURTHER RESOLVED that the Town Council of the Town of Nashville takes pause in its deliberations to not only recognize the tremendous loss but also recognize the accomplished life of Mayor Warren Evans, renowned public servant, distinguished citizen and devoted member of his community.

This 1st day of March 2016.

Donald B. Street, Mayor

ATTEST:

Lou C. Bunch, Town Clerk



TOWN CLERK MEMO

To: Henry Raper, Town Manager

From: Lou Bunch, Town Clerk *LB*

Date: February 24, 2016

RE: Municipal Records Retention and Disposition Schedule

The Town of Nashville previously adopted the 1984 Municipal Records Retention and Disposition Schedule issued by the North Carolina Department of Cultural Resources. In order to be up to date, I have been advised by Kurt Brenneman with the Government Records Section that the Town Council should adopt the 2012 Municipal Records Retention and Disposition Schedule and its amendments. Due to the size of the document, I have made just one copy of the 2012 Schedule and its amendments dated August 29, 2013 and January 5, 2015 that will be provided upon request. Thank you for your consideration.

If you have any questions, please do not hesitate to contact me.

**MUNICIPAL
Records Retention and Disposition Schedule**

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provision of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records including electronic records not listed in this schedule are not authorized to be destroyed.***

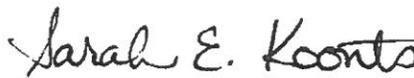
This local government agency and the Department of Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods which allow these records to be destroyed when "*administrative value ends.*" The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "*destroy when administrative value ends.*" If a municipality does not establish internal policies and retention periods, the municipality is not complying with the provisions of this retention schedule and is not authorized by the Department of Cultural Resources to destroy the records with the disposition instruction "*destroy when administrative value ends.*"

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

City/Town Clerk

Chief Administrative Officer/
City Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Mayor



Linda A. Carlisle, Secretary
Department of Cultural Resources

September 10, 2012

Municipality: _____

**Municipal
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

STANDARD 4. BUDGET, FISCAL AND PAYROLL RECORDS

Amending item 32 Escheat and Unclaimed Property File as shown on substitute page 29.

STANDARD 12. PERSONNEL RECORDS

Adding item 1-A Accreditation Records as shown on substitute page 101. Superseded
Amending item 19 Employee Eligibility Records as shown on substitute page 105. January 5, 2015
Amending items 36 Family Medical Leave Act (FMLA) Records, 42 Leave File, and 43 Leave Without Pay
File as shown on substitute pages 110-111.

APPROVAL RECOMMENDED

City/Town Clerk

Chief Administrative Officer/
City Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Mayor



Susan W. Kluttz, Secretary
Department of Cultural Resources

August 29, 2013

Municipality

**Municipal
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

STANDARD 9. LAW ENFORCEMENT RECORDS

Adding Item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.

STANDARD 12. PERSONNEL RECORDS

Amending Item 19, Employee Eligibility Records, as shown on substitute page 105.

APPROVAL RECOMMENDED

City/Town Clerk

Chief Administrative Officer/
City Manager

Sarah E. Koonts

Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Mayor

Susan W. Kluttz

Susan W. Kluttz, Secretary
Department of Cultural Resources

January 5, 2015

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 2016-06 RESOLUTION ESTABLISHING PROCEDURES FOR HANDLING OF CLOSED SESSION MINUTES

WHEREAS, GS § 143-318.10 (e) provides that every public body shall keep full and accurate minutes of all official meetings, including any closed sessions held pursuant to GS § 143-318.11; and

WHEREAS, GS § 143-318.10 (e) provides that minutes of a closed session conducted by a public body in compliance with GS § 143-318.11 may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Nashville that pursuant to GS § 143-318.10 (e), all closed session minutes are to be sealed against public inspection immediately upon preparation; and that said sealed minutes shall be presented for approval by the Town Council during a closed session held following their preparation; likewise, any revisions deemed necessary by the Town Council shall also be sealed against public inspection.

BE IT FURTHER RESOLVED, that all sealed minutes shall be reviewed at least biannually by the Mayor, the Town Manager and the Town Attorney, who shall by majority opinion be empowered to unseal and release for public inspection any closed session minutes for which so doing would no longer frustrate the purpose of having met in closed session.

Adopted this the 1st day of March, 2016.

Donald B. Street, Mayor

ATTEST:

Lou C. Bunch, Town Clerk

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 OF THE TOWN COUNCIL OF THE TOWN OF NASHVILLE AUTHORIZING THE DISPOSITION OF REAL PROPERTY AS AUTHORIZED BY N.C.G.S. 160A-274.

WHEREAS, the Town of Nashville has received an offer from Nash County to purchase real property located at 202 S. Alston Street for \$100,000 and conveying real property located at 122 S. Boddie Street to the Town; and

WHEREAS, the Town Council of the Town of Nashville desires to sell real property located at 202 S. Alston Street as outlined by a purchase and sale contract agreed upon by the Town of Nashville and Nash County and authorized by N.C. G.S. 160A-274; and

NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of Nashville authorizes the disposition of real property at 202 S. Alston Street.

Adopted this 1st day of March 2016

Donald Street, Mayor

ATTEST:

Lou C. Bunch, Town Clerk

PURCHASE AND SALE CONTRACT

THIS PURCHASE AND SALE CONTRACT (the "Contract") dated, for reference purposes only, February 16, 2016, between **TOWN OF NASHVILLE**, a body politic and corporate of the State of North Carolina (the "Seller") and **NASH COUNTY**, a body politic and corporate of the State of North Carolina (the "Buyer"). The "Effective Date" of this Contract shall be the date of the last party to sign.

In consideration of the mutual covenants and obligations herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. PROPERTY; PURCHASE PRICE

1.1 Property. That certain real property located at 202 South Alston Street, Nashville, North Carolina, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with all buildings, improvements and other fixtures thereon (collectively, the "Property").

1.2 Purchase Price. The Purchase Price for the Property shall be One Hundred Thousand and 00/100 Dollars (\$100,000.00).

1.3 Payment of Purchase Price. The Purchase Price to be paid by Buyer shall be paid to Seller in immediately available funds at Closing.

1.4 Buyer's Conveyance of Boddie Street Lot as Additional Consideration. As additional consideration for the purchase of the Property, Buyer agrees to convey to Seller that certain real property located at 122 South Boddie Street, Nashville, North Carolina, and designated as Nash County Parcel ID 032374 (the "Boddie Street Lot"). Within one hundred eighty (180) days from the Closing Date, Buyer shall (i) demolish and remove the storage building located upon the Boddie Street Lot, including grading of the vacant lot to ensure positive drainage and (ii) convey the Boddie Street Lot to Seller by Special Warranty Deed. Seller shall be responsible for payment of its own attorneys' fees, any title insurance premium, recording fees for the Special Warranty Deed and any other costs incurred by Seller in connection with the acquisition of the Boddie Street Lot. Notwithstanding the foregoing, Buyer's agreement to convey the Boddie Street Lot to Seller is expressly contingent upon Buyer's purchase of the Property pursuant to the terms and conditions of this Contract.

1.5 Condition of Property and Boddie Street Lot. Buyer and Seller acknowledge and agree that the Property and Boddie Street Lot will be conveyed in their "AS IS, WHERE IS AND WITH ALL FAULTS" condition and without any representations or warranties of any kind whatsoever. Each party agrees that it will rely solely on its own investigations.

II. SALE AND PURCHASE

2.1 Sale and Purchase. Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price set forth in Section 1.2 subject to the terms and conditions contained in this Contract.

III. FEASIBILITY PERIOD; EVIDENCE OF TITLE AND IMPROVEMENTS

3.1 Buyer's Feasibility Period. Buyer shall have until 5:00 p.m. Eastern Standard Time on March 22, 2016 (the "Feasibility Period"), to make surveys and to inspect to its satisfaction, the physical condition of the Property, including, but not limited to the soil conditions, groundwater conditions and the presence or absence of lead-based paint, asbestos, mold and other hazardous materials on or about the Property all at the expense of Buyer (the "Due Diligence Investigations"). In addition, Buyer shall have until the expiration of the Feasibility Period in which to make examination of title to the Property (the "Title Examination"). In the event Buyer elects not to purchase the Property, Buyer shall repair any damages caused by the Due Diligence Investigations and restore the Property to the same condition in which the Property existed immediately prior to the Due Diligence Investigations.

If Buyer elects not to proceed with the purchase of the Property and provides written notice to Seller prior to expiration of the Feasibility Period, then this Contract shall terminate and neither party shall have any further liabilities or obligations hereunder except as otherwise expressly set forth herein.

3.2 Buyer's Right to Make Improvements Prior to Closing. Buyer shall have the right to access the Property prior to Closing for the purpose of making such repairs and up-fitting improvements as it deems necessary for its intended use of the Property. All such repairs and improvements shall be performed at Buyer's sole expense, and shall not weaken or impair the structural strength or lessen the value of the Property. To the extent allowed by law, Buyer shall indemnify and hold Seller harmless from and against any and all loss, liability, cost, damage, claim and expense of every kind and nature (including, but not limited to, reasonable attorney's fees, expenses and court costs) arising from the actions of Buyer or any other party performing work on behalf of Buyer pursuant to this Section.

IV. CLOSING; DELIVERIES

4.1 Closing Date. The closing (the "Closing") shall take place on or before March 31, 2016 (the "Closing Date") at a place and time mutually agreeable to Buyer and Seller or may be accomplished via overnight mail or courier service and wire transfer.

4.2 Closing:

(1) Deliveries by Seller at Closing. Seller shall deliver to Buyer at Closing:

(a) A Special Warranty Deed (the "Deed") evidencing conveyance by Seller of its interest in the title to the Property;

- (b) An owner's affidavit, in a form approved by Buyer's title company;
 - (c) Releases from existing liens of record affecting title to the Property, if any;
 - (d) Seller's signed Settlement Statement;
 - (e) Resolution approving this Contract and authorizing the sale of the Property and acquisition of the Boddie Street Lot; and
 - (f) Possession of the Property free from all claims of tenants or any other persons claiming a right of possession.
- (2) Deliveries by Buyer at Closing. Buyer shall deliver to Seller at Closing:
- (a) The Purchase Price in immediately available funds;
 - (b) Buyer's signed Settlement Statement; and
 - (c) Resolution approving this Contract and authorizing the purchase of the Property and conveyance of the Boddie Street Lot.
- (3) Closing Costs. Each party shall be responsible for its own attorneys' fees. Seller shall be responsible for the preparation and cost of preparation of the Deed. Buyer shall pay the costs of recording the Deed. Seller shall be responsible for the cost of the preparation and recording of any instrument required to discharge any liens or encumbrances against the Property. Buyer shall be responsible for the costs of any title insurance premium.

V. DEFAULT

5.1 Default. In the event either party defaults, the non-defaulting party shall be entitled to declare this Contract terminated and the parties shall thereafter be relieved from any further obligation or liability hereunder except as otherwise expressly provided in this Contract.

VI. MISCELLANEOUS

6.1 Casualty Loss. The risk of loss, damage, condemnation or destruction of the Property or any improvements prior to Closing shall be borne by the Seller. In the event that any portion of the Property is damaged, destroyed or condemned prior to closing, Buyer shall have the right to terminate this Contract.

6.2 Binding Effect/Severability. The provisions of this Contract shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns. If any term or provision of this Contract shall be held to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each term of this Contract shall be valid and

enforceable to the fullest extent permitted by law and said invalid or unenforceable term or provision shall be substituted by a term or provision as near in substance as may be valid and enforceable.

6.3 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

6.4 Entire Agreement. This Contract constitutes the entire agreement between Seller and Buyer and may be amended only by an instrument in writing signed by Seller and Buyer. No failure or delay by any party in exercising any of its rights hereunder shall operate as a waiver thereof, and no waiver of a breach of this Contract shall be valid unless in writing and signed by the party granting such waiver.

6.5 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Contract may be executed and delivered by facsimile transmission, with the intention that such facsimile signature and delivery shall have the same effect as an original signature and actual delivery.

6.6 Time is of the Essence. Time is of the essence as to all of the obligations of the parties under this Contract.

6.7 Construction. The parties hereto further acknowledge and agree that each party has had the opportunity to consult with and obtain legal advice and counseling from an attorney in relation to each and every provision of this Contract, and each party acknowledges and agrees for itself it has either availed itself of that opportunity or has knowingly and willfully declined such representation. Therefore, the language used in this Contract shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either party.

6.8 Approval by Governing Bodies. Notwithstanding anything contained in this Contract to the contrary, the obligations of the parties under this Contract are expressly contingent upon the final approval of this Contract by the Nash County Board of Commissioners and the Nashville Town Council. If this Contract is not approved by both governing bodies, this Contract shall terminate and the parties shall thereafter be relieved from any further obligation or liability hereunder except as otherwise expressly provided in this Contract.

SIGNED, SEALED AND DELIVERED as of the later date set forth below.

[SIGNATURE PAGES FOLLOW]

**SIGNATURE PAGE
FOR
PURCHASE AND SALE CONTRACT**

BUYER:

NASH COUNTY

By: _____ (SEAL)
Zee B. Lamb, Manager

Date: _____

**SIGNATURE PAGE
FOR
PURCHASE AND SALE CONTRACT**

SELLER:

TOWN OF NASHVILLE

By: _____ (SEAL)
Henry Raper, Manager

Date: _____

EXHIBIT A

The "Property"

Known, numbered and designated as 202 South Alston Street, Nashville, North Carolina, and being more particularly described as follows:

BEGINNING at an iron at the intersection of the southern property line of Church Street with the western property line of Alston Street; thence with the western property line of Alston Street, S. 22° 37' W. 225.66 feet to an iron in the western property line of Alston Street, a corner for property now or formerly owned by Billy Bass; thence along the Bass line, N. 65° 4' W. 109.41 feet to an iron, corner for Lot No. 4 on the map hereinafter referred to; thence along the line of Lot No. 4, N. 25° 00' E. 225.6 feet to an iron in the southern property line of Church Street; thence along the southern property line of Church Street, S. 65° 00' E. 100 feet to the beginning, being Lot No. 5 as shown on that certain map entitled "Property of Rex A. Paramore" dated March 4, 1968, by William B. McIntyre, C. E. , which map is recorded in Map Book 7, Page 67-A, Nash County Registry. Being the identical property conveyed to the Town of Nashville by deed recorded in Book 922, Page 494, Nash County Registry.



Memorandum

Date: February 26, 2016
To: Henry Raper, Town Manager
From: Brian D. Hassell, Planning & Development Director
Subject: Bass Property

The E.T. Bass property is located along the northern property line of the Nashville Town Hall lot. This property is for sale and supporting documentation provided by Brent Bass and Associates is attached for your review. The documentation includes a property listing information, a recent survey of the vacant lot, and comparable sales.

Feel free to contact me anytime with any questions or comments.

BRENT BASS & ASSOCIATES

Real Estate Brokerage & Development Services

PROPERTY OFFERED FOR SALE

PRICE : \$30000.00

ADDRESS: 400 S. BODDIE ST.
NASHVILLE, NC 27856

OWNER : EDWARD T BASS JR., ET AL

TAX ID: 380118407070

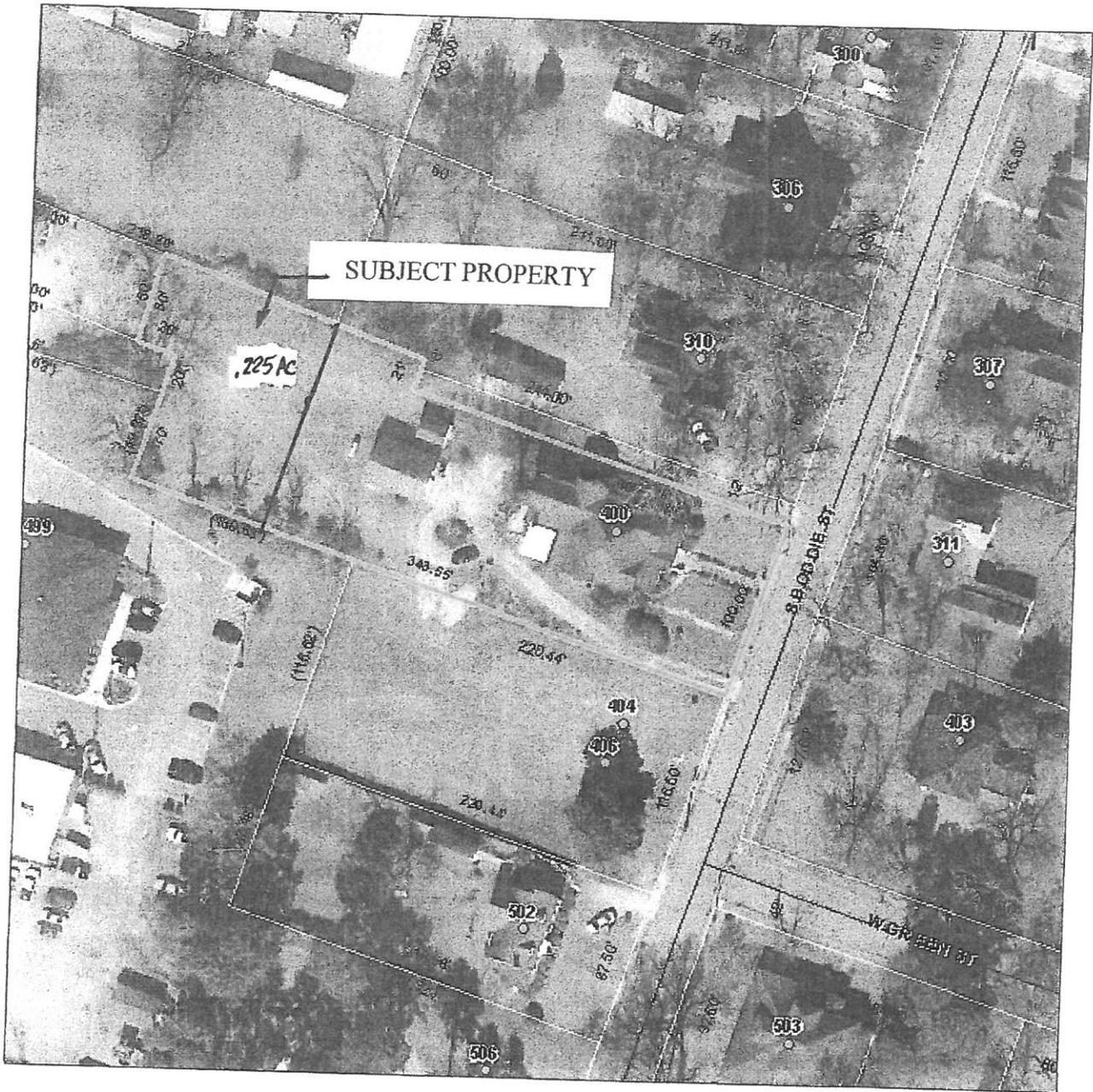
LEGAL DESCRIPTION: 3 3 3 5,1 LT, BODDIE HOME-- SPLIT OUT OF 380118407070

APPROX . LOT DIMENSIONS: 118.98 X 95.12 X 49.97 X 15.88X 70.76X 72.02

APROX .ACREAGE: .225 ACRES

DESCRIPTION:-- .225 ACRE VACANT LOT SPLIT OUT OF TAX ID 380118407070
-- ADJACENT TO TOWN OF NASHVILLE PROPERTY ON BARNES ST.--
P.B. 38-PB 69
-- ZONED R-10 & B-1
-- SEE ATTACHED SURVEY MAP PREPARED BY
JAMES G. STRICKLAND ,LAND SURVEYING ,P.A.

CONTACT: JUDY WINSTEAD
BRENT BASS & ASSOCIATES
252-903-7680 CELL
252-459-4000 OFFICE
252-459-4140 FAX
judywinstead@gmail.com EMAIL



1:86 feet

Nash County
G.I.S.



Geographic information system
120 W. Washington St, Suite 2110
Nashville, NC 27856
252-459-1125

PARID: 039957
CITYNAME: Nashville
SOUTHERN BANK TRUST COMPANY

TOWNSHIP: Nashville

TAX DISTRICT: NA00
FIRE DISTRICT: 0

Parcel

PIN 380118408776
Physical Address
Unit
City
Zip Code -
Neighborhood 253
Class V-V
Land Use Code 0-0
Acres 0
Land Type F-FRONT FOOT
Frontage Width and Depth 104 - 104 - 98
Street1/Street2 04-None /04-None
Topo1/Topo2/Topo3 LEVEL-ABOVE STREET-ROLLING
Util1/Util2/Util3 8-None/-/-
Restrict1/Restrict2/Restrict3 -/-/-

Legal

Legal Description 1 LT, CAROLINA TELEPHONE
Sub Name
Lot No.
Block
Phase #
Plat Book
Plat Page
Deed Book 1908
Deed Page 275

Owner Details

Owner 1 SOUTHERN BANK TRUST COMPANY
Owner 2
In Care Of
Mailing Address
City/State/Zip MOUNT OLIVE/NC/28365
of Dogs 0
Solid Waste Fee 0
Recycle Fee

Sales

Sale Date	Sale Price	Current Owner	Seller	Book	Page
19-NOV-02	\$30,000	SOUTHERN BANK & TRUST COMPANY		1908	275

Sale Details

Sale Date 19-NOV-02
Sale Price \$30,000.00
Current Owner SOUTHERN BANK & TRUST COMPANY
Seller
Sale Validity 99
Sale Type
Sale Flag
Instrument #

Values

Land Value	\$4,040
Building Value	\$0
Total Value	\$4,040
Deferred Value	\$0
Total Taxable Value	\$4,040

Prior Year Assessments

Tax Year	Land Value	OBV Value	Building Value	Total Value
2016	\$4,040		\$0	\$4,040
2015	\$4,040		\$0	\$4,040
2014	\$4,040		\$0	\$4,040
2013	\$4,040		\$0	\$4,040
2012	\$4,040		\$0	\$4,040

Land

Line Number	1
Land Type	F-FRONT FOOT
Land Code/Description/Acres	2-House Lot
Square Feet	10,192
Acres	.234
Influence Code 1	4
Influence Code 2	
Influence Factor	0
Override Rate	\$48.00
Base Rate	20
Nbhd Factor	1
Note	FRONTAGE ADJUST-1
ACTFRONT	#
Depth	#

PARID: 002273
CITYNAME: Nashville
GLASGOW MILES G

TOWNSHIP: Nashville

TAX DISTRICT: NA00
FIRE DISTRICT: 0

Parcel

PIN 380007591644
Physical Address
Unit
City
Zip Code -
Neighborhood 258
Class V-V
Land Use Code 0-0
Acres 0
Land Type F-FRONT FOOT
Frontage Width and Depth 80 - 80 - 100
Street1/Street2 01-Paved /-
Topo1/Topo2/Topo3 LEVEL--
Util1/Util2/Util3 2-Public Water/3-Public Sewer/8-None
Restrict1/Restrict2/Restrict3 -/-

Legal

Legal Description 3 2 2, 1 LT, GREEN ST
Sub Name
Lot No.
Block
Phase #
Plat Book
Plat Page
Deed Book 1060
Deed Page 407

Owner Details

Owner 1 GLASGOW MILES G
Owner 2
In Care Of
Mailing Address
City/State/Zip NASHVILLE/NC/27856
of Dogs 0
Solid Waste Fee 0
Recycle Fee

Sales

Sale Date	Sale Price	Current Owner	Seller	Book	Page
01-FEB-80	\$4,500	BARBEE LUTHER D		1060	407
23-MAR-15	\$14,000	GLASGOW MILES G	BARBEE LUTHER D	2768	186

Sale Details

Sale Date 23-MAR-15
Sale Price \$14,000.00
Current Owner GLASGOW MILES G
Seller BARBEE LUTHER D
Sale Validity 99
Sale Type
Sale Flag
Instrument #

Values

Land Value \$14,430
Building Value \$0
Total Value \$14,430
Deferred Value \$0

Total Taxable Value

\$14,430

Prior Year Assessments

Tax Year	Land Value	OBV Value	Building Value	Total Value
2016	\$14,430		\$0	\$14,430
2015	\$14,430		\$0	\$14,430
2014	\$14,430		\$0	\$14,430
2013	\$14,430		\$0	\$14,430
2012	\$14,430		\$0	\$14,430

Land

Line Number	1
Land Type	F-FRONT FOOT
Land Code/Description/Acres	1-Building Site
Square Feet	8,000
Acres	.1837
Influence Code 1	4
Influence Code 2	
Influence Factor	0
Override Rate	
Base Rate	220
Nbhd Factor	1
Note	FRONTAGE ADJUST-1
ACTFRONT	#
Depth	#

PARID: 006194
CITYNAME: Nashville
TOWN OF NASHVILLE

TOWNSHIP: Nashville

TAX DISTRICT: NA00
FIRE DISTRICT: 0

Parcel

PIN 380006498825
Physical Address 404 S BODDIE ST
Unit
City NASHVILLE
Zip Code 27856-
Neighborhood 258
Class D-D
Land Use Code 1-1
Acres 0
Land Type F-FRONT FOOT
Frontage Width and Depth 115 - 115 - 220
Street1/Street2 01-Paved /-
Topo1/Topo2/Topo3 LEVEL--
Util1/Util2/Util3 2-Public Water/3-Public Sewer/7-Electric
Restrict1/Restrict2/Restrict3 -/-

Legal

Legal Description 3 3 6, 1 LT, BODDIE ST
Sub Name
Lot No.
Block
Phase #
Plat Book
Plat Page
Deed Book 1229
Deed Page 217

Owner Details

Owner 1 TOWN OF NASHVILLE
Owner 2
In Care Of
Mailing Address
City/State/Zip NASHVILLE/NC/27856
of Dogs 0
Solid Waste Fee 0
Recycle Fee

Sales

Sale Date	Sale Price	Current Owner	Seller	Book	Page
01-JAN-95	\$0	TUNNELL RUBY B		1229	217
15-JAN-10	\$69,500	TOWN OF NASHVILLE	TUNNELL RUBY B	2495	959

Sale Details

Sale Date 15-JAN-10
Sale Price \$69,500.00
Current Owner TOWN OF NASHVILLE
Seller TUNNELL RUBY B
Sale Validity 99
Sale Type
Sale Flag
Instrument #

Residential

Card 1
Stories 1
LUC 1-Do not use this function.
Exterior Wall 13

Style 4-CONVENTIONAL
 Year Built 1910
 Effective Year Built 1939
 Remodeled Year
 Living Area 2,158
 Total Rooms 7
 Bedrooms 3
 Attic
 Basement 1-NONE
 Full Baths 2
 Half Baths 0
 Heat 2-Units
 Heating System -
 Heating Fuel Type 1-Gas
 Pre Fab Fireplace
 Masonry Fireplaces 1

Addition Details

1 of 5

Card 1
 Addition Number 0
 Lower -
 First -
 Second -
 Third -
 Year Built
 Area 2.158
 Total Value of Addition \$0.00

OBY

Card	Desc	Grade	Width	Length	Area
1	7S-Shed S		0	0	0

Values

Land Value	
Building Value	\$22,216
Total Value	\$26,189
Deferred Value	\$48,405
Total Taxable Value	\$0
	\$48,405

Prior Year Assessments

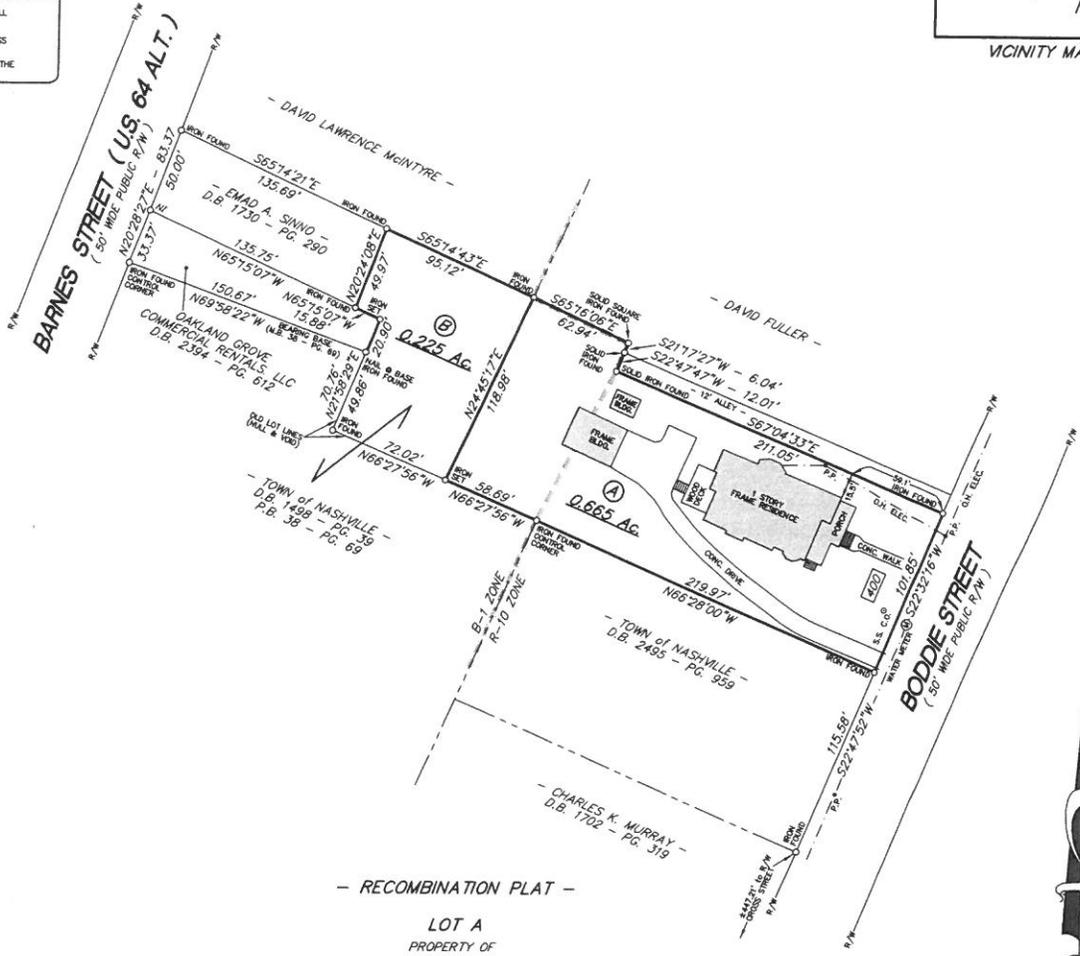
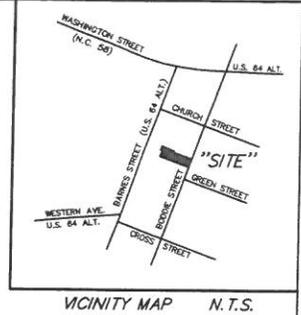
Tax Year	Land Value	OBY Value	Building Value	Total Value
2016	\$22,216		\$26,189	\$48,405
2015	\$22,216		\$26,189	\$48,405
2014	\$22,216		\$26,189	\$48,405
2013	\$22,216		\$26,189	\$48,405
2012	\$22,216		\$26,189	\$48,405

Land

Line Number 1
 Land Type F-FRONT FOOT
 Land Code/Description/Acres 1-Building Site
 Square Feet 25,300
 Acres .5808
 Influence Code 1 4
 Influence Code 2
 Influence Factor -22
 Override Rate
 Base Rate 220
 Nbhd Factor 1
 Note FRONT ADJUST-.98 AND INF FACT--20
 ACTFRONT #
 Depth #

- LEGEND:**
- LINES SURVEYED
 - - - LINES NOT SURVEYED
 - EP EXISTING IRON PIPE
 - EIS EXISTING IRON STAKE
 - EIA EXISTING IRON AXLE
 - NP NEW IRON PIPE SET
 - IPF IRON PIPE FOUND
 - ICF CONTROL CORNER
 - NI NO IRON SET
 - PIF P.I.K. NAIL FOUND
 - PKS P.K. NAIL SET
 - RISP RAILROAD SPIKE FOUND
 - CM CONCRETE MONUMENT
 - ELC EX. CONC. MONUMENT
 - ELS EX. LIGHTWOOD STAKE
 - DB DEED BOOK
 - PIB PLAT BOOK
 - R/W RIGHT OF WAY
 - C/L CENTERLINE
 - CMF CORRUGATED METAL PIPE
 - RCF REINFORCED CONCRETE PIPE
 - NTS NOT TO SCALE
 - MW MONITORING WELL
 - LT LIGHT
 - PP POWER POLE
 - CA CONTROL ACCESS
 - ADDRESS
 - AREA CALCULATED BY THE COORDINATE METHOD.

- NOTES:**
1. REFER TO: D.B. 922 - PG. 425
 2. THE OLD LOT LINES ARE NULL & VOID WITH THE RECORDING OF THIS PLAT. THE PROPOSED RECOMBINATION IS NOT FINAL OR COMPLETE UNTIL AN "AFFIDAVIT OF RECOMBINATION" OR AN "INSTRUMENT OF RECOMBINATION" IS FILED WITH THE REGISTER OF DEEDS.
 3. TAX PARCEL #3801 1840 7070
 4. PROPERTY ZONED R-10 & B-1.
 5. MINIMUM BUILDING SETBACK LINES:
FRONT-30', SIDE-12', REAR-30'. (R-10)
FRONT-25', SIDE-10', REAR-10'. (B-1)
 6. 400 INDICATES ADDRESS
ADDRESS IS NASHVILLE, N.C. 27856



- RECOMBINATION PLAT -

LOT A
PROPERTY OF
EDWARD T. BASS, Jr.
WILLIAM LAWRENCE BASS
DAVID EUGENE BASS

AND

LOT B
PROPERTY OF
TOWN of NASHVILLE

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH WAS CONVEYED TO ME (US) BY DEED RECORDED IN BOOK _____ PAGE _____, AND THAT SAID PROPERTY QUALIFIES AS AN EXCEPTION TO THE PROVISIONS OF THE TOWN OF NASHVILLE SUBDIVISION REGULATIONS UNDER SECTION 18-344.

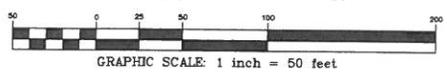
OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

TOWN MANAGER: _____ DATE: _____



"NASHVILLE"
NASHVILLE TWP., NASH COUNTY, N.C.
FEBRUARY 23, 2016 SCALE 1" = 50'

James G. Strickland
Land Surveying, P.A.

123 West Washington Street
Nashville, North Carolina 27856
NORTH CAROLINA CERTIFICATE NUMBER: C-3721
TELEPHONE (252) 459-3838
FAX (252) 459-1885

I, James G. Strickland, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 922, Page 425); that the boundaries not surveyed are clearly indicated as drawn from information found in Book _____, Page _____; that the ratio of precision as calculated is 1: _____; that this plat was prepared in accordance with G. S. 47-30 as amended. Witness my original signature, registration number and seal this _____ day of _____, A.D. _____

Surveyor
L-3074
Registration Number

I, JAMES G. STRICKLAND, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

JAMES G. STRICKLAND
PROFESSIONAL LAND SURVEYOR
L-3074, REGISTRATION NUMBER



Town of Nashville

DONALD B. STREET
MAYOR
HENRY E. RAPER
TOWN MANAGER



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

AN ORDINANCE AMENDING THE TEXT OF THE TOWN OF NASHVILLE CODE OF ORDINANCES, CHAPTER 24, OFFENSES AND MISCELLANEOUS PROVISIONS

WHEREAS, the Town of Nashville has an adopted Municipal Code containing regulations pertaining to offenses and miscellaneous provisions; and

WHEREAS, the Town of Nashville is committed to providing a safe and healthy workplace in all Town facilities for its employees and a safe and healthy environment for the visiting public; and

WHEREAS, the Town Council of the Town of Nashville finds and declares that, in order to protect the public health and welfare, it is in the best interests of the citizens of the Town to adopt an ordinance prohibiting smoking and the use of tobacco products in all Town buildings and within Public Parks; and

WHEREAS, Article 23 of Chapter 130A of North Carolina General Statutes authorize local governments to adopt regulations prohibiting use of tobacco in public places and Article 8 of Chapter 160A authorize local governments to enact ordinances regulating conditions detrimental to the health, safety, or welfare of their citizens and the peace and dignity of the town.

NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of Nashville that the Town of Nashville Code of Ordinances be amended to reflect the following changes to Chapter 24, Offenses and Miscellaneous Provisions, Section 24-36, Smoking and Use of Tobacco in Public Places.

By Adding: Section 24-36 "Smoking and Use of Tobacco in Public Places"

Section 24-36. - SMOKING AND USE OF TOBACCO IN PUBLIC PLACES

(a) *Definitions.* For purposes of this section, the following words shall have the meanings respectively ascribed to them, except where the context clearly indicates a different meaning:

Smoking means the inhaling, exhaling, burning or carrying of a lighted pipe, cigar, cigarettes or other combustible tobacco products including the use of e-cigarettes.

E-cigarettes means any electronic oral device, such as one composed of heating elements, battery, and/or electronic circuit, that contains or delivers nicotine or any other substance intended for human consumption.

Smokeless tobacco means any product that contains cut, ground, powdered, or leaf tobacco and is intended to be placed in the oral or nasal cavity, including, but not limited to, snuff, chewing tobacco, dipping tobacco, and dissolvable tobacco products.

(b) *Tobacco prohibited in municipal buildings.* It shall be unlawful for any person to smoke or use tobacco products in any building or facility or portion of a building or facility now or hereafter owned, leased, operated, occupied, managed or controlled by the town.

(c) *Tobacco prohibited within public parks.* It shall be unlawful for any person to smoke or use tobacco products within any and all public parks owned or occupied by the town.

(d) *Tobacco prohibited in municipal vehicles and equipment.* It shall be unlawful for any person to smoke or use tobacco products in any vehicle now or hereafter owned or leased by the town.

(e) *Penalty.* Violation of this section shall constitute an infraction punishable by a fine of not more than fifty dollars (\$50.00).

Adopted this 1st day of March 2016.

Donald B. Street, Mayor

ATTEST:

Lou C. Bunch, Town Clerk