

## Regular Meeting January 21, 2020

A regular meeting of the Nash County Board of Commissioners was held at 1:30 PM, January 21, 2020 in the Frederick B. Cooper, Jr. Commissioners' Room at the Claude Mayo, Jr. Administration Building in Nashville, NC.

Present were Chairman Robbie B. Davis and Commissioners Fred Belfield, Jr., Dan Cone, Sue Leggett, J. Wayne Outlaw, Lou M. Richardson, and Mary P. Wells.

Others present were Stacie Shatzer, Donna Wood, Amanda Clark, Ken Ripley, Major David Brake, Major Mistie Strickland, Adam Tyson, Janice Evans, Zee B. Lamb, Vince Durham, and other staff members and members of the public.

Chairman Davis called the meeting to order and provided a brief explanation regarding prayer and the Pledge of Allegiance in Nash County. He stated it is customary that Nash County starts each meeting with a prayer and Pledge of Allegiance and that anyone wishing to participate in the prayer, moment of silence, or a prayer of their own choice was welcomed.

Chairman Davis called on Mr. Dan Cone for the invocation and Mr. J. Wayne Outlaw to lead the Pledge of Allegiance.

Chairman Davis provided a brief explanation on the Board of Commissioners' second meeting of some of the months in the year. He stated the second meetings are primarily to have an outside presenter to present to the Board of Commissioners and an inside presenter as well from one of the Nash County departments or affiliates.

Ms. Rachel Evans, Project Manager, NCDOT Division Four and Russell Broadwell, Project Engineer, NCDOT Division Four made a presentation and provided an update to the Board on Nash County Department of Transportation (DOT) projects.

Mr. Brian Brantley, Emergency Services Director and Mr. Scott Strufe, Assistant Emergency Services Director-EMS made a presentation to the Board and provided an update on the EMS Laptops that were purchased in this year's budget.

Mr. Thomas Gillespie, Parks & Recreation Director presented for the Board's consideration approval of Interlocal Agreement between Nash County and the Town of Nashville for the Town of Nashville and Nash County merger in athletics at Glover Park.

On motion of Mary P. Wells seconded by Fred Belfield, Jr. and duly passed that the Board of Commissioners approve the request and the following Interlocal

Agreement between Nash County and the Town of Nashville for the Town of Nashville and Nash County merger in athletics at Glover Park, including the authorization for Nash County to accept and create a position for the full-time maintenance worker currently employed by the Town of Nashville.

**NORTH CAROLINA**

**INTER-LOCAL AGREEMENT**

**NASH COUNTY**

**THIS INTER-LOCAL AGREEMENT** (the “Agreement”) dated this the 21 day of January, 2020 (the “Effective Date”), by and between **TOWN OF NASHVILLE**, a North Carolina municipal corporation (the “Town”), and **NASH COUNTY**, a body politic and corporate of the State of North Carolina (“Nash County”) (collectively, the “Parties”).

**WITNESSETH**

**WHEREAS**, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the Town and Nash County are authorized to enter into joint inter-local agreements to execute undertakings; and

**WHEREAS**, the Town owns that certain real estate, including the improvements thereon, known as Glover Park and being more particularly described in that deed, dated June 8, 2001 and recorded in Book 1790, Page 2, Nash County Registry (“Glover Park”); and

**WHEREAS**, the Town’s parks and recreation department currently provides operational, maintenance, management, and supervisory services of field athletic sports programs at Glover Park; and

**WHEREAS**, Nash County’s parks and recreation department provides services, which are substantially similar to the services provided by the Town’s parks and recreation department; and

**WHEREAS**, in order to avoid overlapping services and to provide more cost effective services to the citizens of the Town and Nash County, the Town and Nash County desire to enter into this joint inter-local agreement for the operation of field athletic sports programs, maintenance management and supervision of Glover Park.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Operation and Maintenance.**

(a) Nash County shall assume all duties and responsibilities related to operation, maintenance, management, and supervision of Glover Park, including, but not limited to, supplying personnel and/or staff, maintaining and repairing the facilities, managing and/or supervising athletic activities, events, and programs at Glover Park.

(b) Nash County shall have access to and use of the storage buildings, office space, restrooms, and the concession stand area located at Glover Park.

(c) Nash County shall establish rules, policies and procedures for Glover Park in conjunction with the Town, and the Town hereby agrees to abide by same.

(d) Except as otherwise provided herein, all decisions related to the operation of field athletic sports programs, routine maintenance, and management of Glover Park shall be in the sole discretion of Nash County.

(e) To avoid the duplication of program offerings, Nash County shall not offer any programs other than youth and adult recreational team athletic programs within the city limits of the Town of Nashville, and the Town shall not offer any youth or adult recreational team athletic programs within the city limits of the Town of Nashville.

(f) Nash County shall install signage at Glover Park directing users to call the Nash County parks and recreation department for field rentals and inquiries about athletic programming.

**2. Financing.**

(a) The Town shall allot in their budget the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) annually for capital improvements to be made at Glover Park, with the Town Council deciding what capital improvements the money will be spent on. The Town will hold the money until it is approved for expenditure and unspent monies will not accrue from year to year. Capital improvements include, but are not limited, to restroom remodeling, roof replacement, fencing & backstop replacement, HVAC replacement, playground equipment replacement, and field lighting replacement.

(b) Nash County shall provide financial assistance for needy participants at Glover Park, as may be determined by Nash County in its sole discretion.

(c) All revenues generated from fees charged for athletic programs, rentals, recreational activities, and events administered by Nash County, or any approved third party organization, shall be paid to Nash County to be applied to the costs and expenses of the management and operation of Glover Park. By way of example and not limitation, said fees shall include shelter and field rentals, and fees chargeable for tournaments, programmed activities, events, and concessions.

(d) Events sponsored by the Town shall be exempt from any rental fees for any portion of the facilities located at Glover Park. Events sponsored by the Town shall have first priority after Nash County, but only with prior approval of Nash County.

(e) The Town shall be responsible for all water and sewer bills for Glover Park until such time as a water meter may be installed by the Town at the Town's expense. Nash County shall be responsible for all electric bills for Glover Park.

**3. Equipment.**

(a) The Town shall transfer ownership of the following equipment to Nash County: (i) Football equipment, including, but not limited to, helmets, balls, pads, uniforms, and tackling dummies; (ii) Cheerleading equipment, including, but not limited to, uniforms, pom poms, and bags; (iii) Soccer equipment, including, but not limited to, soccer goals, balls, pennies and uniforms; (iv) Baseball equipment, including, but not limited to, batting tees, balls, bases, batting helmets, catchers' pads and other catching equipment; (v) Field preparation equipment, including, but not limited to, drags, rakes, field painting machines, pull behind sprayer; (vi) The John Deere Gator; and (vii) Two (2) Toro lawn mowers.

(b) Any and all equipment purchased by Nash County for the management and operation of Glover Park shall be the sole property of Nash County.

**4. Employment.**

(a) The Park Maintenance Worker currently employed by the Town shall be offered employment by Nash County in similar or comparable roles.

**5. Insurance.**

(a) During the term of this Agreement, Nash County shall, at its expense, obtain and keep in full force and effect, personal injury and property damage insurance naming the Town as an additional insured, insuring against claims of bodily injury or death and personal injury to \$2,000,000 per occurrence, and property damage arising out of Nash County's operation, management and maintenance of Glover Park to \$2,000,000.

(b) During the term of this Agreement, the Town shall, at its expense, obtain and keep in full force and effect, personal injury and property damage insurance naming Nash County as an additional insured, insuring against claims of bodily injury or death, personal injury or property damage arising out of the Town's use of Glover Park.

**6. Term.** This Agreement shall be effective as of the date it is approved and signed by both parties and shall continue in effect for a term of one (1) year at which time, Town and Nash County agree to meet and determine the future of this Agreement. However, the Town shall first have a ninety (90) day grace period after the Agreement becomes effective to move out of Glover Park.

**7. Binding Effect.** All the terms and conditions hereof shall be binding on the Parties hereto and shall bind and inure to the benefit of their successors and/or assigns.

**8. Waivers.** The failure of the Town or Nash County to complain of any omission on the part of another party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any of the Parties at any time, express or implied, of any breach of any provisions of this Agreement shall be deemed a consent to any subsequent breach of the same or any other provisions.

9. **Construction.** This Agreement shall be governed and enforced in accordance with the laws of the State of North Carolina. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two interpretations, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

10. **Amendment.** This Agreement contains the entire agreement of the Parties. It may be changed or amended only by an agreement in writing signed by all Parties.

11. **Captions.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands and seals as of the day and year written herein below.

NASH COUNTY

By: *Robbie B. Davis*  
Robbie B. Davis, Chairman, Board of Commissioners

Date: 1-21-2020

ATTEST:

*Janice Evans*  
Janice Evans, Clerk to the Board

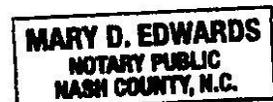
NORTH CAROLINA

NASH COUNTY

I, Mary D. Edwards, a Notary Public in and for the above referenced county and state, do hereby certify that Janice Evans personally appeared before me this day and acknowledged that he/she is the Clerk of the Board of Commissioners of Nash County and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself/herself as its Clerk. Witness my hand and official seal, this the 22<sup>nd</sup> day of January, 2020.

*Mary D. Edwards*  
Notary Public

My commission expires: 12/2/2023



TOWN OF NASHVILLE

By: Brenda Brown  
Brenda Brown, Mayor, Town of Nashville

Date: 1-22-2020

ATTEST:

Lou Bunch  
Lou Bunch, Town Clerk

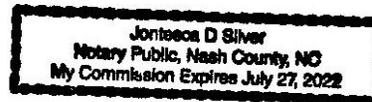
NORTH CAROLINA

NASH COUNTY

I, Jontesca D. Silver, a Notary Public in and for the above referenced county and state, do hereby certify that Lou Bunch personally appeared before me this day and acknowledged that he/she is the Clerk of the Town of Nashville and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by himself/herself as its Town Clerk. Witness my hand and official seal, this the 22 day of January, 2020.

Jontesca D. Silver  
Notary Public

My commission expires: July 27, 2022



Ms. Stacie Shatzer, Assistant County Manager presented for the Board's consideration Commemorative Courtyard Nominations Guidelines and Nomination Form.

On motion of Dan Cone seconded by Sue Leggett and duly passed that the Nash County Board of Commissioners adopt the following Commemorative Courtyard Nominations Guidelines and Nomination Form for the Nash County Commemorative Courtyard.



## ***Commemorative Courtyard Nominations Guidelines***

The purpose of the Commemorative Courtyard is to acknowledge significant historical events, anniversaries, people or groups of people associated with or who have made important social, cultural or economic contributions to Nash County and is supported by the Nash County Board of Commissioners.

The Board of Commissioners will evaluate nominations annually between January 1<sup>st</sup> and March 31<sup>st</sup> for each year's consideration of being recognized in the Commemorative Courtyard. Each year no more than two (2) individuals, groups or events will be agreed upon for recognition in a ceremony at the Courtyard during the second meeting of the Commissioners in the month of September. Nomination guidelines are as follows:

1. The individual must have been born, lives or lived in Nash County or has had strong and/or enduring connections with the Nash County area and its history; or made an important social, cultural or economic contributions to society in Nash County.
2. For an event to be commemorated, it must have occurred in Nash County and must mark a significant anniversary of an event of importance in the history and development of Nash County.
3. An event will have to of occurred at least 10 years previously unless it is of extraordinary and long-lasting consequence to Nash County.
4. It is the nominator's responsibility to provide complete and accurate background information on the nominee. Articles, speeches, letters, etc. may also be submitted; however, these materials become part of the permanent files and will not be returned.
5. Information on past nominees will be held in the files; however, the names of such persons must be submitted on a current nomination form each year they are to be considered.

## **Commemorative Courtyard Nomination Form**

(Please use Tab to Move to Entry Fields)

Name of Nominee:

Is the Nominee: Living  Deceased

If Nominee is living, please provide contact information:

Address:

City:

State:

Zip:

Telephone:

Email:

Date of Birth:

Dates of Residency in Nash County:

### **BACKGROUND INFORMATION**

*Complete the following information as thorough as possible.*

1. Nominee's family background (include names of family currently living in the area):

2. Nominee's employment background:

3. Nominee's educational background:

4. Outstanding contributions the Nominee has made:

5. Nominee's membership in organizations, offices held and special recognition or honors:

6. Nominee's membership in civic/community/religious organizations, recognitions or honors:

7. Nominator: In your own words, please share why you think this nominee is deserving of recognition by the Nash County Board of Commissioners in the Nash County Commemorative Courtyard.

Person/Organization making nomination:

Mailing address of contact person

City:

State:

Zip:

Contact phone:

Contact email:

Please print and mail the nomination form in a sealed envelope to:

**Nash County Commemorative Courtyard**

120 W. Washington Street, Suite 3072

Nashville, NC 27856

All entries must be received no later than 5pm on March 31<sup>st</sup> of each year.

All materials submitted become the property of Nash County.

Thank you for taking the time to complete this nomination form so we can consider and honor your nominee.

For additional information, call (252) 459-9804.

Ms. Shatzer asked the Board to consider an appointment to the Tourism Development Authority for a collector member.

On motion of J. Wayne Outlaw seconded by Mary P. Wells and duly passed that Lisa Ferguson be appointed to the Tourism Development Authority as a collector member.

Ms. Shatzer asked the Board to consider appointments to the Nash UNC Health Care Board of Commissioners.

On motion of Fred Belfield, Jr. seconded by Lou M. Richardson and duly passed that Sue Leggett, Ivan Peacock, and Bill Lehnes be reappointed and Robbie Green be appointed to the Nash UNC Health Care Board of Commissioners.

Vice Chairman Outlaw called on Board Members for reports on the following boards and committees.

- Commissioner Lou M. Richardson (District 1)
  - Community Caregiver Advisory Board
  
- Commissioner Fred Belfield, Jr. (District 2)
  - Farmers Market Advisory Board
  - Juvenile Crime Prevention Council (Lou M. Richardson)
  - Upper Coastal Plain COG (Mary Wells)
  - Tar River Transit
  - Nash-Edgecombe Economic Development (NEED), Inc.
  
- Commissioner Dan Cone (District 3)
  - Human Services Board
  - Agricultural Advisory Board
  - Trillium Health Resources – Central Regional Board
  
- Commissioner Sue Leggett (District 4)
  - Nash UNC Health Care Nominating Committee Meeting/Orientation
  
- Commissioner J. Wayne Outlaw (District 5)
  - Nash Community College Board of Trustees (Mary P. Wells)
  - Upper Coastal Plain RPO
  - Broadband Committee (Dan Cone)
  
- Commissioner Mary Wells (District 6)
  - Nash Community College Board of Trustees (J. Wayne Outlaw)
  - STEP
  
- Commissioner Robbie B. Davis (District 7)
  - Tourism Development Authority (TDA)
  - Rocky Mount MPO

On motion of Lou M. Richardson seconded by Mary P. Wells and duly passed that the Board go into closed session as permitted by NCGS 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, and NCGS 143-318.11(a)(6) to consider the qualifications, competence, fitness and conditions of appointment or conditions of initial employment of a prospective public officer or employee.

During closed session, the Board consulted with the attorney to discuss matters that are subject to the attorney-client privilege between the attorney and Board and a personnel issue related to the County Manager's annual evaluation.

On motion of Dan Cone seconded by Mary P. Wells and duly passed that the closed session adjourn.

Chairman Davis called the regular meeting back to order.

On motion of J. Wayne Outlaw seconded by Lou M. Richardson and duly passed unanimously that the Nash County Board of Commissioners make the following motion:

Nash County is the Primary local funder for the Nash County Public School System. We therefore move that the Public School System be named the Nash County School Administrative Unit and the Board of Education be named the Nash County Board of Education. We will further request that the General Assembly, upon reconvening in the April 2020 short session, take action to effectuate this request by correcting the language in Session Law 2016-14, Senate Bill 382 Section 5 to read as follows:

Notwithstanding Chapter 391 of the 1991 Session Laws, beginning July 1, 2020, the “Nash-Rocky Mount School Administrative Unit” shall be named the “**Nash County School Administrative Unit,**” and the “Nash-Rocky Mount Board of Education” shall be the “**Nash County Board of Education.**”

On motion of Fred Belfield, Jr. seconded by Dan Cone and duly passed unanimously that the Nash County Board of Commissioners make the following motion:

**I make a motion that we inform the Board of Education that the Nash County Commissioners have not established a capital budget ordinance to build a new elementary school. This capital budget ordinance will be established by the Board of Commissioners at such time as the School Board agrees to work together with this Board of Commissioners in a spirit of cooperation to build the best school possible, utilizing the talents of both boards to do what is best for our children and for the taxpayers of Nash County.**

On motion of Dan Cone seconded by Sue Leggett and duly passed that the meeting adjourn.

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Janice Evans, Clerk  
Nash County Board of Commissioners