

The Town Council of the The Original Town of Nashville held a Regular Meeting on Tuesday, September 17, 2024 at 7:00 PM in the Nashville Town Council Chambers, 114 W. Church St. Nashville, NC.

Members Present: Brenda Brown, Mayor  
Larry Taylor, Council Member  
Bill Lumpp, Council Member  
Xavien Harrison, Council Member

Absent: Kate Burns, Council Member

Staff Present: Randy Lansing, Town Manager  
Louise Bennett, Town Clerk  
David Boykin, Deputy Chief of Police  
Koy Worrell, PRCR Director  
Trey Sanderson, Human Resources Director  
Brian Grice, Public Works Director

Nancy West Brake with the Nashville Graphic was present from the media.

**1. CALL TO ORDER BY MAYOR BROWN**

Mayor Brown called the meeting to order at 7:00 PM.

**2. PLEDGE OF ALLEGIANCE & INVOCATION**

Mayor Brown led the Pledge of Allegiance and the Invocation.

**3. APPROVAL OF MEETING MINUTES**

- a Meeting Minutes - Review and approve the September 3, 2024 Town Council meeting minutes.

Review and approve the September 3, 2024, Town Council meeting minutes.

Council Member Lumpp made a **MOTION** to approve the September 3, 2024, Town Council meeting minutes. Council Member Harrison **SECONDED** the motion. The **MOTION PASSED**. 3-0

**4. PUBLIC COMMENTS**

No one signed up to address the Council.

**5. NEW BUSINESS**

- a Stoney Creek Environment Park Uses - Review and approve a declaration of covenants that restricts the use of the 48-acres recently added to the Stoney Creek Environmental Park to preservation, conservation, passive recreation, and educational uses.  
[declaration of covenants and restrictions](#)

Parks and Recreation Cultural Resources Director Koy Worrell stated that last year the Town was awarded a \$200,000 Environmental Enhancement Grant from the State for the purchase of 48 acres of land from Scott McLaughlin that abuts the Town's Stoney Creek Environmental Park. One of the requirements of the grant is that the Town must designate and limit the property for preservation, conservation, passive recreational, and educational uses. A declaration of covenants and restrictions for the property that limits in perpetuity the uses of the land to preservation, conservation, passive recreational, and educational uses, that the Town's attorney is recommending be adopted and recorded at the Register of Deeds was presented to the Council.

Mayor Brown questioned if these types of restrictions were typical for the type of grant that this land was purchased with. Director Worrell stated that they were.

Council Member Lumppp had concerns about the language of the footage from the top of the stream bank in sections D, E, and H. of the covenants. He thinks the way it is worded would restrict what could be done for a big area. Director Worrell stated that he used language from another deed restriction that he had found. Council Member Lumppp also questioned that in section I, it doesn't say that the Town can cut trees if necessary for roads and trails and wanted that added. Director Worrell stated that he would check into rewording this.

Council Member Taylor made a **MOTION** to approve with suggested change the declaration of covenants and restrictions for the use of the 48-acres purchased with the State Environmental Enhancement Grant and added to Stoney Creek Environmental Park. Council Member Harrison **SECONDED** the motion. The **MOTION PASSED**. 3-0

Director Worrell stated that he and the assistant director had recently attended a Great Trails Conference and would be working towards trying to get some type of trails on this property and hopefully in the near future would be able to bring an overview to the Council.

- b Water Sewer Grant - Review and approve an Interlocal Agreement between the Town of Nashville and Nash County for receipt of \$1,500,000 water and sewer repair and improvement grant.

[Resolution 2024-28](#)

Town Manager Randy Lansing advised that on September 9, 2024, the Nash County Commissioner passed a resolution making the Town of Nashville a \$1,500,000 subrecipient of the \$17,022,501 appropriation the County was awarded from the State of North Carolina for water and sewer repairs and improvements in Nash County. An interlocal agreement between Nash County and the Town of Nashville for receipt of the \$1,500,000 needs to be reviewed and approved by the Council. The way it is worded the Town will choose an engineer and go forward with appropriate wastewater or water improvement project, incur the cost and once the Town pays those costs then the Town will submit to Nash County for reimbursement. Within 10 days of receipt of our request they will forward the funds to the Town. There is wording that states that NCDEQ is charging an administrative fee and the Town will pay those fees.

Council Member Taylor made a **MOTION** to approve Resolution 2024-28 an interlocal agreement between the Town of Nashville and Nash County for the receipt of \$1,500,000 of a \$17,022,501 State of North Carolina appropriation for water and sewer repairs and improvements. Council Member Harrison **SECONDED** the motion. The **MOTION PASSED**. 3-0

- c Possible Projects for Water & Sewer Grant - Review, discuss, and decide what water and sewer project(s) to allocate a newly awarded \$1,500,000 water and sewer grant to.

Town Manager Randy Lansing advised that with the \$1,500,000 the Town will receive from Nash County for water and sewer repairs and improvements, he would like to recommend that the Town spend it on replacing the failing 2" galvanized water mains in the water system and continue sealing the sanitary sewer manholes that have ground and surface water leaking into them.

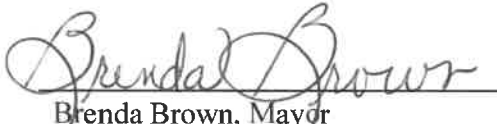
The Town's 10-year capital improvement plans (CIP) for the Town's water and sewer systems were on the agenda for the Council to review. These projects are listed in the CIPs along with a number of other projects that the Council may want to consider. Manager Lansing also showed a list of what streets had the 2-inch galvanized water mains. Public Works Director Brian Grice was available to answer questions.

Council members discussed the need to first work on the sanitary sewer manhole project that the Town already has underway and how much these are costing the Town because of them leaking and then work on replacing the 2-inch galvanized water mains. It was decided to get an accurate figure of how many manholes are left and how much more it would cost in addition to what the Town has already allocated and that would give an accurate amount to put toward the galvanized water mains. Council member Harrison stated that he was grateful that this conversation was taking place from a perspective of being proactive rather than reactive.


**6. ADJOURN**

a Mayor Brown asked for a motion to adjourn.

Council Member Harrison made a **MOTION** to adjourn at 7:29 PM. Council Member Lumppp **SECONDED** the motion. The **MOTION PASSED**. 3-0

  
Brenda Brown, Mayor

ATTEST:

  
Louise Bennett, Town Clerk



## DECLARATION OF COVENANTS AND RESTRICTIONS

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**Prepared by: Cauley Pridgen, P.A. (FPR)**

**After Recording Return to: The Town of Nashville, Attn: Town Clerk  
499 South Barnes Street, P.O. Box 987  
Nashville, N.C. 27856**

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**NORTH CAROLINA  
NASH COUNTY**

**Tax Parcel # 380118217867**

**THIS DECLARATION OF COVENANTS AND RESTRICTIONS (“Declaration”)** made on this 17th day of September, 2024, by the Town of Nashville, a North Carolina municipality, with an address of 499 South Barnes Street, P.O. Box 987, Nashville, NC 27856; (**“Declarant”**)

### **RECITALS, CONSERVATION PURPOSES, & DECLARATION**

WHEREAS, Declarant is the sole owner in fee simple of that certain real property lying and being in Nashville, Nash County, North Carolina, containing a total of approximately 48.12 acres more or less, which is more particularly described in **“Exhibit A”** attached hereto and incorporated herein by reference as if fully set forth (the **“Property”**); and

WHEREAS, the **NORTH CAROLINA ENVIRONMENTAL ENHANCEMENT GRANT**, is a (“funding”?) program of the North Carolina Attorney General’s office with an address at 114 West Edenton Street, Raleigh, North Carolina 27603 (**“Fund”**), whose purposes include the following:

- to establish, protect, and enhance riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses; and

- for the purpose of protecting and conserving surface waters and enhancing drinking water supplies, including the development of water supply reservoirs; and
- to prevent encroachment, provide buffers, and preserve natural habitats; and
- to foster, conserve, and enhance the ecological diversity of North Carolina, including natural features such as riverine, montane, coastal, and geologic systems and other natural areas to ensure their preservation and conservation for recreational, scientific, educational, cultural, and aesthetic purposes.

WHEREAS, Declarant has received a grant from the Fund for acquisition of the Property, in consideration of which Declarant has agreed that the Property will be restricted in a manner that will:

- preserve, enhance, restore, and maintain the natural features and resources of the riparian buffer and flood plain, to control runoff of sediment, and to improve and maintain the water quality, of portions of the Tar River and its tributaries; and
- preserve and maintain the natural features and resources of the riparian buffer, and to provide environmental, educational, and recreational uses, including the establishment of a riparian greenway along portions of Stoney Creek.

WHEREAS, Declarant and Fund recognize that the Property has other conservation values, in addition to those described above, including wildlife conservation, open space, and scenic values for environmental, educational, and recreational uses (hereinafter, collectively with the conservation and related values described above, the “**Conservation Values**”).

WHEREAS, as consideration for the grant funds provided by the State of North Carolina (the “State”) to the Declarant, the State requires Declarant to record this Declaration to ensure appropriate conservation and management of the Property.

NOW, THEREFORE, in consideration of the premises and the benefits recited herein, together with other good and valuable consideration, the Declarant hereby agrees and Declares that the Property shall be and hereby is subject in perpetuity to the covenants and restrictions hereinafter set forth, the purposes of which are to protect and preserve the Conservation Values of the Property in perpetuity.

## ARTICLE I. DURATION OF RESTRICTIVE COVENANTS

The covenants and restrictions contained in this Declaration shall be permanent and perpetual, shall run with the land, and shall be binding upon Declarant and all other parties having any right, title, or interest in the Property, and their heirs, successors, and assigns, and shall be binding upon all those claiming by, through, or under each such party, in perpetuity. This Declaration is intended to be a “conservation agreement” as defined and contemplated in the Conservation and Historic Preservation Agreements Act, N.C.G.S. § 121-34, *et seq.* (the “Act”).

## ARTICLE II. EXCEPTIONS TO RESTRICTIONS

**A. Access and Use.** Declarant shall be permitted to allow access and use of the Property for the purposes of the activities permitted herein. Subject to the covenants and restrictions in this Declaration, Declarant shall have the sole right to promulgate or approve rules and regulations for the reasonable use of the Property by the public. Declarant may generate income from individuals and groups related to permitted uses and activities, so long as such are not detrimental to the Conservation Values.

**B. Passive Recreational and Educational Use.** Declarant shall be permitted to engage in and permit others to engage in passive recreational or educational uses of the Property that do not require surface alteration of the land and pose no threat to the Conservation Values, including walking, hiking, swimming, picnicking, scientific study, animal/plant observation, nature and environmental education, historic tours, and photography.

**C. Paved Trails and Incidental Facilities.** Declarant may construct, maintain, improve, relocate, and provide for use by the public, paved or otherwise accessible greenway trails on the Property. Paved trails shall be located at least fifty (50) feet from the top of any stream bank where practicable. When required by the terrain, paved trails may include boardwalks, ramps, and handrails to the extent necessary. Paved trails may include stream crossings up to 15-foot wide, provided they are permitted by all applicable regulatory authorities. Paved trails may include facilities and infrastructure incidental to and for the convenience of users of the trails, including benches, litter receptacles, picnic tables, covered picnic facilities, observation platforms and docks, and one restroom building. All necessary care shall be taken to construct and maintain paved trails and incidental facilities in a manner so as not to impair any Conservation Values, either during or after construction. Any covered picnic facility must be located a minimum of 300 feet from top of any stream bank.

**D. Natural Surface Trails and Incidental Facilities.** Declarant may construct, maintain, improve, relocate, and provide for use by the public, natural surface trails for the purpose of hiking; provided such trails are located at least fifty (50) feet from the top of any stream bank where practicable. When required by the terrain, natural surface trails may include boardwalks, ramps, and handrails to the extent necessary. Natural surface trails may include stream crossings up to 10-foot wide, provided they are permitted by all applicable regulatory authorities. Natural surface trails may include facilities and infrastructure incidental to and for the convenience of users of the trails, including benches, litter receptacles, picnic tables, and observation platforms. All necessary care shall be taken to construct and maintain natural surface trails in a manner so as to not impair any Conservation Values either during or after construction.

**E. Parking Areas.** Declarant may construct, maintain and relocate parking areas designed to serve the recreational and education uses of the Property, including but not limited to the establishment of paved trails, natural surface trails, and the related incidental facilities; provided, such parking areas are at least 300 feet from the top of any stream bank. Parking areas may be paved, gravel or natural surface, but shall not exceed a total of 10,000 square feet or 0.39% of the Property. Parking areas may include facilities and infrastructure incidental to

and for the convenience of users of the areas, including benches, litter receptacles, picnic tables, and bathroom facilities. All necessary care shall be taken to construct and maintain the parking areas in a manner which does not impair any Conservation Values either during or after construction.

**F. Signs.** Declarant may install signs and informational kiosks including local, state, or federal traffic or similar informational signs, trail signs, for sale or lease signs, signs identifying the Conservation Values of the Property, signs identifying the Declarant as the owner of the Property, signs identifying the funders of the project, educational and interpretive signs, identification labels or any other similar temporary or permanent signs.

**G. Motorized Vehicles.** Declarant may use motorized vehicles on trails which are permitted hereby to carry out the purposes of this Declaration, and for safety and security purposes. Declarant may use motor vehicles for passage to and from authorized parking areas. Declarant may allow motorized wheelchairs and similar personal mobility assistance devices on greenway and/or accessible trails. Declarant may also use motor vehicles on existing farm roads to support maintenance, forestry, and farming operations, provided that said maintenance, forestry, and farming operations occur a minimum of 300 feet from the top of any stream bank. All other use of motorized vehicles on the Property is prohibited.

**H. Maintenance.** Declarant shall be responsible, at its own expense, for maintaining the Property and permitted facilities consistent with this Declaration and the purposes set forth herein, including maintaining trails, removal of trash, waste, and litter, and efforts to control vandalism and other crimes on the Property. Declarant may mow as necessary and appropriate to maintain trails and permitted facilities, provided such mowing is conducted a minimum of 100 feet from the top of all stream banks.

**I. Vegetation Management.** Declarant may manage vegetation for boundary marking, construction of paved and natural surface trails, fencing, signage, fire containment, disease control, invasive exotic plant control, and removal of conditions that threaten life or property. Methods of vegetation management may include, but are not limited to, selective cutting, prescribed burning, application of herbicides or pesticides. Declarant may install appropriate native landscaping.

**J. Stream/Wetland Restoration.** Declarant reserves the right, at its expense, to perform all activities necessary to restore and stabilize streams and wetlands to enhance water quality on the Property. Such activities shall be based upon prevailing design and permitting standards. Restoration and stabilization activities shall be based on a design using as many natural materials as possible and shall be subject to all applicable regulations.

**K. Park/Greenway Utilities.** Declarant may grant easements in, upon and through the Property to other parties to construct, operate, repair, and maintain utilities, including water, electrical, and telecommunication lines for the purpose of serving, the recreational and/or greenway amenities allowed herein on the Property or allowed on other property owned by Declarant as part of a park or greenway system that includes the Property. Such utilities and easements shall be located in a manner that will minimize the impact on the Conservation Values.

**L. Agricultural Farm and Timber Operations.** Declarant reserves the right to perform certain farm and timber operations on the Property, not inconsistent with the provisions of Article III, C. hereinbelow. All necessary care shall be taken to protect all Conservation Values, and such farm or timber operations shall be carried out in a manner so as not to impair any Conservation Values either during or after the activities.

**M. Hunting and Fishing.** Declarant reserves the rights to recreational hunting and recreational fishing and to permit others to hunt and fish on the Property, including the right to lease or license the Property for recreational hunting and fishing, in compliance with all federal, state, and local rules and regulations. Declarant may charge a fee for a lease or license permitted by this Paragraph. Any lease and license permitted by this Paragraph shall be in writing and shall reference this Declaration and shall require tenants and licensees to abide by its terms.

### **ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES**

**A. Disturbance of Natural Features, Plants and Animals.** There shall be no cutting or removal of trees, or disturbance of other natural features, including plant and animal life, except as allowed in Article II.

**B. Industrial and Commercial Use.** Industrial and commercial activities and any right of passage across the Property for such purposes are prohibited.

**C. Agricultural, Grazing, and Horticultural Use.** Agriculture, grazing, horticultural and animal husbandry operations on the Property and any right of passage across the Property for such uses are prohibited within 300 feet of the top of any stream bank. Grazing and animal husbandry operations are not allowed anywhere on the Property, including outside of the Stream Buffer Area, unless said operation serves the purpose of protecting the Conservation Values of the Property. Agricultural Farm and Timber Operations are allowed as set forth in Article II. All other Agricultural, Grazing and Horticultural Uses are not allowed.

**D. New Construction.** There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed on the Property, except as allowed by Article II.

**E. Signs.** Signs are not permitted on the Property except as allowed by Article II.

**F. Dumping or Storing.** Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or other natural or man-made material on the Property is prohibited.

**G. Mineral Use, Excavation, or Dredging.** There shall be no filling, excavation, dredging, mining, or drilling on the Property and no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials on the Property, except as allowed by Article II.

**H. Wetlands and Water Quality.** There shall be no pollution or alteration of surface



waters and no activities that would be detrimental to water quality or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Property or into any surface waters, or cause soil degradation or erosion, nor diking, dredging, alteration, draining, filling or removal of wetlands, except as allowed in Article II.

**I. Conveyance and Subdivision.** The Property shall not be divided, subdivided, or partitioned. No property interest in the Property may be divided, subdivided, or partitioned. Without limiting the foregoing, the Property shall not be conveyed except in its current configuration as a single parcel of property. Notwithstanding the foregoing two sentences and as an exception thereto, Declarant may convey a Greenway Easement to a government entity or to a 501(c)(3) nonprofit organization in order to facilitate the construction and establishment of a Greenway on the Property as allowed in Article II.

**J. Open Space and Development Rights.** The Property shall not be used to satisfy open space or density requirements of any cluster or other development scheme or plan. The development rights restricted by this Declaration shall not be transferred to any other land pursuant to a transfer of development rights scheme, a cluster development arrangement, or otherwise.

**K. Mitigation.** There shall be no use of the Property or any portion thereof to satisfy compensatory mitigation requirements under 33 USC Section 1344, N.C.G.S. §143-214.11 or any successor or replacement provision of the foregoing.

#### **ARTICLE IV. ENFORCEMENT AND REMEDIES**

**A. Enforcement.** The right of enforcement of this Declaration is hereby granted and vested with the Town of Nashville.

**B Third Party Right of Enforcement.** In the event that the Declarant fails to enforce any of the terms of these Restrictive Covenants, pursuant to the terms of the Grant Agreement No. 2022D-007 between the Declarant and the State, acting by and through the Fund, the State of North Carolina shall have the independent right to enforce the terms of this Declaration through any and all means and authorities available under law or equity. Any forbearance by the State to exercise this right of enforcement shall not be deemed or construed to be a waiver by the State of such right in general or with respect to a specific violation of any of the terms of this Declaration. Declarant grants the State, and its agents, employees, and representatives the right of pedestrian and vehicular entry and access to the Property using all the entry and access rights that Declarant has including, but not limited to, easements appurtenant to the Property and other property owned by Declarant, for the purposes of inspecting the Property and enforcing this Declaration.

#### **ARTICLE V. DOCUMENTATION AND TITLE**

**A. Property Condition.** The parties acknowledge that the Property is currently undeveloped land, with no improvements.

**B. Title.** The Declarant covenants and represents that the Declarant is the sole owner and is seized of the Property in fee simple, that the Declarant has the right to establish and convey the covenants and restrictions contained herein; that there is legal access to the Property; that the Property is free and clear of any and all encumbrances, excepting the items described in **Exhibit B**, none of which would nullify, impair, or limit in any way the terms or effect of this Declaration, and that Declarant shall warrant and defend its title against the claims of all persons whomsoever.

## **ARTICLE VI. MISCELLANEOUS**

**A. Subsequent Transfer of Fee.** Declarant hereby covenants and agrees, that in the event it transfers or assigns the Property, the transferee of the Property shall be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, or any successor section, and the regulations promulgated thereunder (the "**Internal Revenue Code**"), which is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, or a unit of local, county or state government within the State of North Carolina. Declarant agrees for itself, its successors and assigns to notify the State in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Any transferee or assignee of the Property shall take title subject to this Declaration as set forth herein, shall perform all such acts as shall be necessary to affect the transfer. Declarant, for itself, its successors and assigns, further agrees to make specific reference to this Declaration in a separate paragraph of any subsequent lease, deed or other legal instrument by which any interest in the Property is conveyed.

**B. Subsequent Transfers of the Declaration.** The Parties hereto recognize and agree that the benefits of this Declaration are in gross and assignable with any such assignee having all the rights and remedies of the State hereunder. The Parties hereby covenant and agree, that in the event this Declaration is transferred or assigned, the transferee or assignee of the Declaration will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (the "**Code**"), as amended, or any successor section, and the regulations promulgated thereunder that is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code, a holder as that term is defined in the Act or any successor statute, and a qualified grant recipient pursuant to N.C.G.S. Chapter 143B, Article 2, Part 41, and specifically includes a unit of local, county or state government within the State of North Carolina. The Parties further covenant and agree that the terms of the transfer or the assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the purpose(s) of the Declaration that the contribution was originally intended to advance as set forth herein.

**C. Amendments.** Declarant shall not amend this Declaration except with the prior written consent of the Fund. Any amendment(s) shall be effective upon recording in the public records of Nash County, North Carolina.

IN WITNESS WHEREOF, Declarant, as authorized by official action of its governing body on September 17, 2024, has hereunto caused these presents to be executed by their respective officers and its seal affixed, to be effective the day and year first above written, and the Fund, on behalf of the State of North Carolina, accepts this Declaration and the covenants and restrictions contained herein, as evidenced by the recordation hereof in the public land records of Nash County.

**DECLARANT:**

**Town of Nashville**, a North Carolina municipality

By: Brenda Brown (SEAL)  
MAYOR

**ATTEST:**

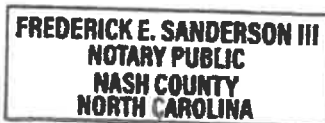
By: Louise Bennett  
TOWN CLERK



**STATE OF NORTH CAROLINA  
COUNTY OF NASH**

I, the undersigned Notary Public of the aforesaid county, North Carolina, do hereby certify that Louise Bennett personally appeared before me this day and acknowledged that she is the Town Clerk of the Town of Nashville, a North Carolina municipal corporation, and that by authority duly given and as the act and deed of the Town of Nashville, , the foregoing instrument was signed in its name by its Mayor, Brenda Brown, sealed with its official seal, and attested by herself as its Town Clerk.

Witness my hand and notarial seal this the 18 day of September, 2024.



Notary Public: Frederick E. Sanderson III

Printed Name: Frederick E. Sanderson III

My commission expires: July 8, 2029

STAMP/SEAL

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

Commonly known as 48 acres off Washington Street, being that tract or parcel of land located in Nashville Township, Nash County, North Carolina, identified with Tax PIN 380118217867U, situated on the southeast side of U.S. Highway 64 and on the southwest side of N.C. Highway 58, and being the property conveyed by GSM Properties, LLC to the Town of Nashville, N.C. by instrument dated January 29, 2024, recorded on January 30, 2024, in Deed Book 3328, Page 860-863, Nash County Registry.

## **EXHIBIT B**

### **PERMITTED EXCEPTIONS**

1. 2024 Ad valorem taxes; and
2. Easements and encumbrances of record, if any; d
3. Terms and provisions of all applicable zoning, land use and planning ordinances, statutes and regulations.

**NORTH CAROLINA  
NASH COUNTY**

**INTERLOCAL COOPERATION AGREEMENT**

**RESOLUTION 2024-28**

**THIS JOINT INTERLOCAL GOVERNMENT COOPERATION AGREEMENT**  
made this 17<sup>th</sup> day of September, 2024, between the **TOWN OF NASHVILLE** (herein  
“Town”), a North Carolina municipal corporation, and **NASH COUNTY** (herein “County”), a  
body politic and corporate of the State of North Carolina;

**WITNESSETH:**

**WHEREAS**, pursuant to Article 20 of Chapter 160A of the North Carolina General  
Statutes, Nash County and the Town of Nashville (collectively the “Parties”) are authorized to  
enter into joint interlocal agreements to execute undertakings; and

**WHEREAS**, pursuant to the 2023 State Appropriations Act, the State of North Carolina  
appropriated a directed grant totaling \$17,022,501.00 to Nash County for water and wastewater  
infrastructure projects within the county; and

**WHEREAS**, the Nash County Board of Commissioners has identified the projects to be  
funded and allocated that funding by resolution approved and adopted by the board at their regular  
meeting on September 9, 2024; and,

**WHEREAS**, the Town has been allocated \$1,500,000.00 from the grant for the purpose of  
water and wastewater repairs for systems servicing the Town of Nashville and surrounding areas  
(the “Project”); and,

**WHEREAS**, while the County shall administer all grant funding, the Town shall be  
responsible for complying with all requirements established in conjunction with Session Law  
2023-134 and any related legislative amendments and any other applicable requirements

established by NCDEQ in order to receive funding; and,

**WHEREAS**, the County and Town desire to enter into this Interlocal Cooperation Agreement to outline the procedure and obligations of each of these parties with regard to the administration of funding and completion of the Project.

**NOW THEREFORE**, for and in consideration of the mutual covenants contained herein and the mutual benefit to both Parties, the Town and the County hereby agree as follows:

1. The County, by action taken at the regular Nash County Board of Commissioners meeting on September 9, 2024, has allocated to the Town the sum of \$1,500,000 for the purpose of water and wastewater repairs for systems servicing the Town of Nashville and surrounding areas.
2. The Town and/or its approved agent(s) and not the County shall design, permit, bid, construct and administer the Project.
3. The Town and/or its approved agent(s) shall be solely responsible for submitting to the County all documentation required by NCDEQ to receive reimbursement for work detailed in the submitted and approved application and completed in conjunction with the Project.
4. The Town and/or its approved agent(s) shall submit all reports required by NCDEQ or any other agency charged with monitoring expenditures related to the Project no less than three (3) business days prior to any due date imposed on the County.
5. The Town and/or its approved agent(s) shall be solely responsible for submitting directly to NCDEQ or any other agency charged with monitoring expenditures related to the Project any direct reporting required by said agency before the due date thereof and shall provide a copy of said report to the County with a date of the submittal signed

by the Town clerk.

6. The County shall act as the fiduciary agent of the grant funding and shall reimburse the Town within ten (10) business days of receipt of reimbursement for the Project not to exceed \$1,500,000.00 less any administrative fees withheld by NCDEQ.
7. The Town shall hold the County harmless from any obligation to deliver funds to the Town which have not been approved and reimbursed by NCDEQ and for any funds required to be repaid for any reason due to the failure of the Town to comply with any of the grant funding related requirements or with this agreement.
8. The Town and County agree to comply with all requirements in Session Law 2023-134 and any related legislative amendments or other requirements established by NCDEQ in order to receive grant funding.
9. This Agreement may be amended only by written agreement of the Parties after a duly receiving approval by their respective governing bodies.
10. This Agreement is effective upon its execution by the Parties and shall continue in effect until the Project is completed and all reimbursements have been made by the County to the Town.

**IN WITNESS WHEREOF**, the foregoing Agreement has been executed by the appropriate representatives of the undersigned governmental entities after approval by their respective governing boards, this the day and year first above written.



**TOWN OF NASHVILLE**

BY: *Brenda Brown*  
Brenda Brown, Mayor



**ATTEST:**

*Louise Bennett*  
Louise Bennett, Town Clerk

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**NASH COUNTY**

BY: \_\_\_\_\_  
Robbie B. Davis  
Chairman, Board of Commissioners

**ATTEST:**

\_\_\_\_\_  
Janice Evans, Clerk to the Board

NORTH CAROLINA

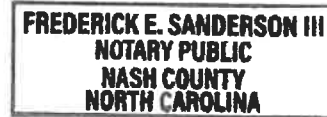
NASH COUNTY

I, Frederick E. Sanderson III, a Notary public of the aforesaid county and state, do hereby certify that Louise Bennett Personally appeared before me and acknowledged that he/she is Clerk of the Town of NASHVILLE, a body politic, and that by authority duly given by its Town Council, the foregoing Agreement was signed in its name by its Mayor, sealed with its corporate seal, and attested by himself/herself as its Clerk.

Witness my hand and official seal or stamp this 18 day of September, 2024.

Frederick E. Sanderson III  
Notary Public

My Commission Expires: July 8, 2024



NORTH CAROLINA

NASH COUNTY

I, \_\_\_\_\_, a Notary public of the aforesaid county and state, do hereby certify that Janice Evans Personally appeared before me and acknowledged that she is Clerk of the Board of Commissioners, a body politic, and that by authority duly given by its Board of Commissioners, the foregoing Agreement was signed in its name by its Chairman, sealed with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal or stamp this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_