
AGENDA
TOWN COUNCIL OF THE TOWN OF TARBORO, NC
REGULAR MEETING HELD AT 7:00 PM, MONDAY, MARCH 9, 2020
IN THE COUNCIL ROOM, TOWN HALL, TARBORO, NC

1. MEETING CALLED TO ORDER BY THE MAYOR

PLEASE TURN CELL PHONES OFF

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA BY COUNCIL

5. PRESENTATION BY COUNCIL

6. REQUESTS AND PETITIONS OF CITIZENS

(Five minute time limit per person)

7. REPORTS OF BOARDS AND COMMISSIONS

(1) The Planning Director will present the Planning Board Report.

8. TOWN MANAGERS RECOMMENDATIONS

Consent Items

- (1) Approve minutes of February 10, 2020 regular meeting.
- (2) Tax Collector's Report

Action Items

- (3) Economic Development and Incentive Agreement - Sara Lee Expansion
- (4) Award Contract - Auditing Services
- (5) Report of Unpaid Taxes, Liens on Real Property and Tax Lien Advertising
- (6) Appointment for March - Historic District Commission
- (7) Appointment - Planning Board
- (8) Appointment - Tarboro-Edgecombe Airport Authority

9. OTHER REPORTS

- A. Town Manager
- B. Town Attorney
- C. Council Members

10. ADJOURNMENT

PLANNING BOARD AND ZONING COMMISSION

REPORT TO COUNCIL

MARCH 9, 2020

The Planning Board and Zoning Commission submits the following report to the Town Council for consideration and action in connection with matters reviewed at the Board's February 17, 2020 regular meeting.

I. MATTERS FOR CONSIDERATION

A. Conditional Use Permit 19-01 – Industrial Parkway

The Board received an application from Steve Newcombe to subdivide 14.37 acres into a major subdivision and approved the CUP as submitted at the September 16, 2019 Planning Board meeting. The plans were modified so the Board met again to approve the CUP as presented.

The Planning Board recommends that Council call for and hold a public hearing to approve the Conditional Use Permit as presented.

B. UDO Text Amendment 20-01

The Board met to review a revised copy of the Unified Development Ordinance submitted by Catherine Grimm, Planning Director.

The Planning Board will be meeting to review the revised UDO again in March and will make a recommendation to Council at a future meeting.

Respectfully submitted,

Catherine Grimm
Secretary

**MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL OF THE
TOWN OF TARBORO, HELD AT 7:00 PM ON MONDAY, FEBRUARY 10, 2020 IN
THE COUNCIL ROOM, TOWN HALL, TARBORO, NORTH CAROLINA**

MEMBERS PRESENT

Mayor Pitt
Councilman Woodard
Councilman Taylor
Councilman Burnette
Councilman Brown
Councilman Jenkins
Councilmember Jordan
Councilmember Bynum
Councilman Mayo

MEMBERS ABSENT

ALSO PRESENT

Troy Lewis, Town Manager
Leslie Lunsford, Town Clerk
Chad Hinton, Town Attorney

1. MEETING CALLED TO ORDER BY THE MAYOR

2. INVOCATION

Councilman Taylor.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA BY COUNCIL

Agenda approved as presented.

Deborah Jordan made a motion, which was seconded by John Jenkins and Passed, Motion.

5. PRESENTATION BY COUNCIL

(1) Proclamation - National FFA Week

The Mayor proclaimed February 22nd - February 29th as National FFA Week. He presented the Proclamation to the members of the North East Carolina Preparatory FFA Chapter.

6. REQUESTS AND PETITIONS OF CITIZENS

Naim Akbar, 1113 Martin Luther King Jr Drive - Mr. Akbar requested an update on the growth around the M.A. Ray Center. Troy Lewis stated that staff was working to trim the growth according to state regulations.

Darin Gurganus, 301 Pearl Street - Mr. Gurganus expressed concerns about gun shots fired in his neighborhood. He also mentioned a problem with ATV's in the neighborhood.

7. MATTERS SCHEDULED FOR PUBLIC HEARING

Zoning Map Amendment 19-02 – AR-20 to I-2 - to consider an application submitted by Anderson & Company, Inc. to rezone 70.85 acres of property located on Baker Street Extension near the intersection of Daniel Street, from AR-20 (Residential District) to I-2 (Industrial District).

The Mayor declared the public hearing open.

Catherine Grimm provided background information.

No one spoke in favor of or in opposition of the Zoning Map Amendment.

Everyone having had an opportunity to be heard, the Mayor declared the public hearing closed.

Council adopted the following resolution:

A RESOLUTION ADOPTING A STATEMENT EXPLAINING THE COUNCIL'S
REASONS FOR APPROVING AN AMENDMENT TO THE OFFICIAL ZONING
MAP OF THE TOWN OF TARBORO

John Jenkins made a motion, which was seconded by Deborah Jordan and , Motion.

Conditional Use Permit 19-02 - Baker Street Extension - to consider an application from Anderson & Company, Inc. to have mining/quarrying operations, including on-site sale of products on 70.85 acres located on the west side of Baker Street between Daniel Street and MLK, Jr. Drive.

The Mayor declared the public hearing open.

Catherine Grimm provided background information.

No one spoke in favor of or in opposition of the Conditional Use Permit 19-02.

Everyone having had an opportunity to be heard, the Mayor declared the public hearing closed.

Council:

Councilman Jenkins made a motion, which was seconded by Councilman Brown and passed unanimously that Council considered the Conditional Use Permit application complete.

Councilman Brown made a motion, which was seconded by Councilman Woodard and passed unanimously that Council considered the application complied with all applicable requirements of the land-use ordinance.

Councilman Taylor made a motion, which was seconded by Councilman Taylor and passed unanimously that Council grant the application with no conditions.

8. TOWN MANAGERS RECOMMENDATIONS

Consent Items

Consent Items approved as presented.

John Jenkins made a motion, which was seconded by Deborah Jordan and Passed, Motion.

- (1) Approve minutes of January 13, 2020 regular meeting.
- (2) 2019 Tax Levy Adjustment
- (3) Tax Collector's Report

Action Items

(4) American Cancer Society - Touch-A-Truck Event

Council voted to co-sponsor the American Cancer Society's Touch-A-Truck event on September 12, 2020 and authorized staff to work with organizers on the same.

Othar Woodard made a motion, which was seconded by John Jenkins and Passed, Motion.

(5) NCDOT - SpringFest Street Fair and Vidant Hospital Blue Ribbon Kidz Day Event

Council adopted Ordinance 20-02 declaring the closure of N. Main Street from Pitt Street to Park Avenue.

Ordinance 20-02

AN ORDINANCE DECLARING A ROAD CLOSURE FOR A SPRINGFEST STREET FAIR & VIDANT HOSPITAL BLUE RIBBON KIDZ DAY EVENT

Othar Woodard made a motion, which was seconded by Leo Taylor and Passed, Motion.

(6) NC Dept of Commerce Building Reuse Program - Project Paris

Council adopted the resolution supporting the Building Reuse Program grant application and authorized the Town Manager to sign documents related to the same.

Leo Taylor made a motion, which was seconded by Deborah Jordan and Passed, Motion.

(7) Traffic Schedule - Signage

Council adopted the resolution amending the Traffic Schedule.

John Jenkins made a motion, which was seconded by Othar Woodard and Passed, Motion.

(8) Appointment for March - Historic District Commission

No action necessary at this time.

9. OTHER REPORTS

A. Town Manager

Troy Lewis reminded Council to RSVP to Tina Parker or Angie Braswell if they were planning to attend the Key Accounts breakfast on Thursday, February 27, 2020 at Edgecombe Community College.

B. Town Attorney

None.

C. Council Members

Councilman Woodard - thanked staff for working to improve Mobile Home Estate.

Councilman Taylor - stated that the new street sweeper equipment was working well.

Councilman Burnette - none.

Councilman Brown - requested an update on the current Stormwater projects. Troy Lewis stated that the completed projects went well.

Councilman Jenkins - none.

Councilmember Jordan - requested an update on the sidewalk project. Troy Lewis stated that the delay was with NC DOT.

Councilmember Bynum - none.

Councilman Mayo - acknowledged Tina Parker and Catherine Grimm's late night dedication while working until 11:30 recently.

10. ADJOURNMENT

Meeting adjourned.

Leo Taylor made a motion, which was seconded by Deborah Jordan and Passed, Motion.

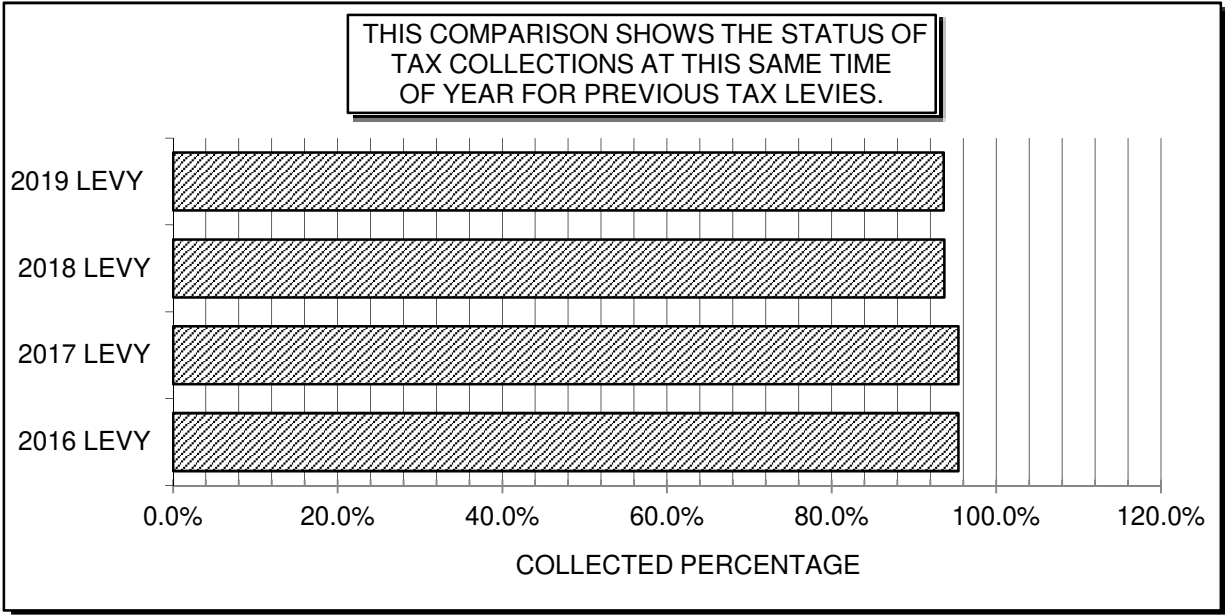
TOWN OF TARBORO, NORTH CAROLINA

TAX COLLECTOR'S REPORT

For the Year Ended February 29, 2020

Levy Year	Current Fiscal Year Charges	COLLECTIONS		Uncollected Balance	Collected Percentage
		This Month	Fiscal Year-To-Date		
2019	3,402,921.30	166,835.72	3,196,533.94	206,387.36	93.66%
2018	118,783.81	2,444.85	69,796.96	48,986.85	98.50%
2017	39,121.34	769.09	11,975.98	27,145.36	99.16%
2016	27,200.68	279.15	5,151.04	22,049.64	99.33%
2015	22,038.29	366.80	4,566.18	17,472.11	99.48%
2014	15,446.54	16.56	1,856.74	13,589.80	99.60%
2013	11,606.09	260.65	1,384.40	10,221.69	99.71%
2012	10,342.53	0.00	1,367.28	8,975.25	99.75%
2011	6,552.14	0.00	705.09	5,847.05	99.84%
2010	4,251.40	0.00	456.30	3,795.10	99.88%
Prior	11,421.38	0.00	3,955.10	7,466.28	-
Subtotal	3,669,685.50	170,972.82	3,297,749.01	371,936.49	
		5,576.40	24,383.86	<== Interest on Taxes	
Net Tax Collections ==>		176,549.22	3,322,132.87		
		0.00	0.00	<== Privilege Licenses	
		0.00	0.00	<== Electronic Gaming	
		0.00	0.00	<== Beer & Wine Licenses	
TOTAL COLLECTED ==>		176,549.22	3,322,132.87		

prepared by: Leslie M. Lunsford, Collector of Revenue





Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Economic Development and Incentive Agreement - Sara Lee Expansion

Date: 3/9/2020

Memo Number: 20-15

In an effort to promote economic growth and development, the Town of Tarboro implemented an Economic Development Investment Policy (Section 17-1 of the Tarboro Code of Ordinances). Sara Lee Frozen Bakery has announced their intentions to expand their operations, creating 108 jobs and investing \$19.8 million here in Tarboro. Through the attached economic development and incentive agreement, Sara Lee Frozen Bakery is requesting an annual cash inducement payable in installments of 50% of "investment base" over a period of five (5) years.

It is recommended that Council adopt the attached Economic Development and Incentive Agreement to assist in the creation of jobs and investment at Sara Lee Frozen Bakery.

ATTACHMENTS:

Description	Upload Date	Type
Economic Development and Incentive Agreement	3/4/2020	Cover Memo

ECONOMIC DEVELOPMENT AND INCENTIVE AGREEMENT (Project Paris)

THIS ECONOMIC DEVELOPMENT AND INCENTIVE AGREEMENT entered into and effective as of the ____ day of _____, 2020 (the “**Effective Date**”), by and between **EDGECOMBE COUNTY**, a body politic of the State of North Carolina (the “**County**”), and the **TOWN OF TARBORO**, a municipal corporation organized under the laws of the State of North Carolina (the “**Town**,” and together with the County, sometimes referred to herein as the “**Inducing Parties**”); and **SARA LEE FROZEN BAKERY, LLC**, a Delaware limited liability company (hereinafter referred to as the “**Company**”).

RECITALS

1. The County and the Town seek to promote economic growth and development within their respective jurisdictions and the social and economic improvement of their citizens, and desire to accelerate the quality and quantity of economic growth and employment opportunities in their jurisdictions by encouraging business enterprises satisfying the aforementioned public purposes and thereby reduce physical, economic, and social distress resulting from unemployment and underemployment existing in their jurisdictions.

2. The Carolina’s Gateway Partnership, Inc. (the “**Partnership**”) is a non-profit corporation organized for the purpose, in part, of accelerating the quality and quantity of economic growth and employment opportunities in Tarboro and Edgecombe County by inducing the location in the region of business enterprises satisfying the aforementioned charitable purpose.

3. The Company has operated a manufacturing and distribution facility (the “**Business**”) in Tarboro and Edgecombe County for over 30 years and is considering expanding its business.

4. The Partnership has entered into negotiations with the Company to induce and cause the Company to expand its Business in Tarboro, Edgecombe County, North Carolina.

5. In consideration of the commitment of the Inducing Parties, the Company has agreed to expand its operations in Tarboro, Edgecombe County, North Carolina with the acquisition of new equipment and related building improvements (the “**Expansion**”) at its existing manufacturing and distribution facility (the “**Existing Facility**”) currently located on the real property described on Exhibit A attached hereto and incorporated herein by reference, together with any other location(s) in Tarboro, Edgecombe County, North Carolina owned or leased by the Company and used in connection with the Expansion (collectively, referred to as the “**Project Property**”).

6. The expanded operations of the Company are expected to provide a number of new job opportunities for the citizens of the region and to create a significant increase in the tax base of the Town of Tarboro and of Edgecombe County.

7. The Company has agreed to undertake the Expansion in Tarboro, Edgecombe County, North Carolina in partial consideration of the participation of the Inducing Parties as contemplated herein.

8. It is projected by the Company that, as a result of the Expansion for the Company's operations in Tarboro, Edgecombe County, North Carolina, the Company will retain the Company's existing 650 permanent full-time jobs, as hereinafter defined, and create one hundred eight (108) new permanent full-time jobs within two years from the Effective Date (the "**Target Investment Date**"), and that capital expenditures, as hereinafter defined, from and after the Effective Date, by the Company for and related to the improvement, upfitting, and equipping of the Expansion will be at least \$19,800,000.00 by the Target Investment Date.

9. The individual and corporate citizens of the region served by the Partnership have deemed the inducement of operations such as that contemplated by the Company for the Expansion to be of such importance that they will have contributed or have agreed to contribute sums to the Partnership which will render it possible for the Partnership to make grants to companies to induce investment and job creation. In this case, such grant will induce and enable the Company to expand its operations in Tarboro, Edgecombe County and improve, upfit, and equip the Expansion, thereby providing an opportunity to retain jobs and create a number of new jobs in furtherance of the primary public and charitable purpose of the Partnership, which is to reduce unemployment, and which will, in addition, increase the Town of Tarboro and Edgecombe County tax base.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. The Town and the County agree that, to induce the Company to upfit and equip the Project Property and Existing Facility for the Expansion in Tarboro, Edgecombe County, North Carolina and in consideration of the Company's performance of its undertakings herein, the Town and the County will each provide the Company an annual cash inducement payable in annual installments (the "**Annual Inducements**") over a period of up to five (5) years based on the ad valorem taxes paid by the Company to the Town and to the County for the improvements at the Existing Facility and the Project Property that are subject to Town of Tarboro and Edgecombe County ad valorem taxes. The grants shall be determined and paid in accordance with the terms set forth on Exhibit B attached hereto and incorporated herein by reference.

2. From the Effective Date through the Target Investment Date (the "**Certification Period**"), the Company shall make capital expenditures for the improvement, upfitting, and equipping of the Existing Facility and the Project Property for the Expansion in an amount totaling an aggregate of at least \$19,800,000.00 (the "**Target Expenditures**"). The Target Expenditures shall include only those capital expenditures made at the Project Property from and after the Effective Date by the Company for the Company's operations of the Business at the Project Property. Also, by the end of the Certification Period, the Company will employ and maintain in employment its existing base of 650 permanent full-time jobs at an average annual wage equal to or exceeding the Specified Wage and will create at least one hundred eight (108) new permanent full-time jobs at an annual average wage equal to or exceeding the Specified Wage (the "**Target**

Employment”). The Target Employment shall include only those jobs created by the Company that arise from or relate to the Company’s operations of the Business on the Project Property.

The Company shall maintain its operations of its Business on the Project Property at all times from and after the execution and delivery hereof and through the end of the Certification Period and the additional period specified in Section 4 hereof. For purposes of this agreement, “capital expenditures” shall be such expenditures as are treated as capital expenditures according to generally accepted accounting principles and which shall be subject to ad valorem taxes by the Town of Tarboro and by Edgecombe County; “permanent full-time jobs” shall mean permanent full-time jobs at the Project Property for the Company’s operations that are scheduled to work a minimum of thirty hours per week and are eligible for employment benefits offered by the Company; “Project Property” shall mean the property described on Exhibit A together with any other location(s) in Tarboro, Edgecombe County, North Carolina owned or leased by the Company and used in connection with the Expansion; the “average annual wage” for the Company’s full-time permanent jobs shall be derived from adding all salaries and wages of all permanent full-time jobs, and dividing that number by the total number of permanent full-time jobs, with the salary and wages for each new permanent full-time job to include basic hourly wage or salary, such number to be computed and determined on an annualized basis as if all full-time permanent jobs during the relevant period were employed for a full year; and the “Specified Wage” shall mean an annualized wage based upon the average weekly wage (or other reported average wage) in effect from time to time for covered employees as defined by the Employment Security Commission (or its successor) in and for the Town of Tarboro, Edgecombe County, North Carolina reported from time to time on the Employment Security Commission’s website under Labor Market Information (LMI) or any recognized successor index, for the Company’s SIC classification (NACIS 311813) provided, however, that in no event shall the Specified Wage be more than an average wage of \$40,266.00

3. To determine whether the Company has satisfied its obligations hereunder, the Company shall furnish to the Partnership no later than thirty (30) days following the Target Investment Date or the date on which both of the Target Expenditures and Target Employment have been satisfied, whichever date is earlier (the “**Certification Date**”), a written certification (i) as to the actual capital expenditures from and after the Effective Date made by the Company prior to the Certification Date on the Project Property for the Company’s operation of the Business, (ii) as to the Company’s maximum employment figure of permanent full-time jobs at the Project Property arising from or related to the Company’s operation of the Business at the Project Property at the Specified Wage maintained as of the Certification Date and (iii) that its operation of the Business since the Effective Date have been and are on the Certification Date located on the Project Property. Subject to Section 4 hereof, other than the certification required by this Section 3, upon satisfaction of both of the Target Expenditures and Target Employment, the Company shall not be required to furnish any additional certifications to the Partnership. The Company shall not be required to certify to the Partnership actual capital expenditures or employment figures above Target Expenditures or Target Employment. If at the Certification Date, the Company has attained the Target Expenditures and attained and maintained the Target Employment required to have been attained and maintained as of the Certification Date and maintained the Company’s operations of the Business on the Project Property and the Company certifies such to the Partnership as of the Certification Date, the Company shall be entitled to be paid the Annual Inducements. If at the

Certification Date, the Company has failed to reach the Target Expenditures or to reach and maintain the Target Employment or to have maintained operations of the Business on the Project Property, the Company shall have no right to receive any Annual Inducements; provided, however, if at the Certification Date, the Company has maintained its operation of the Business on the Project Property through the Certification Date and the Company has achieved any portion less than one hundred percent (100%) of Target Employment, then the Company shall be entitled to be paid the same percentage of the total Annual Inducements payable as the smaller percentage of the Company's fulfilled obligations as measured by comparing the ratios of (i) actual capital expenditures made to the Target Expenditures required to be made and (ii) actual permanent full-time jobs on the Project Property as a result of the Expansion achieved and maintained at the Specified Wage on the Certification Date to the Target Employment required to be achieved and maintained as of the Certification Date. For determining the percentage of the Company's attainment of Target Employment, only permanent full-time jobs in excess of 650 shall be considered. For example, if the Company certifies only 650 such permanent full-time employees, the Company shall not be entitled to any payment of the Annual Inducements and if the Company certifies 704 permanent full-time employees, it shall have satisfied fifty percent (50%) of its Target Employment goal.

The certification to be furnished by the Company hereunder shall be signed and verified by an officer of the Company. If the Company shall fail to provide the certification required hereby within the specified time referenced in the first section of Section 3 herein, the Company shall be deemed to have not attained the goals of Target Employment and Target Expenditures and the Company shall have no rights to any Annual Inducements.

4. If the Company has received any Annual Inducements following the Certification Date, the Company shall following the Certification Date maintain its operation of the Business at the Project Property and maintain the actual level of employment on the Project Property certified on the Certification Date of permanent full-time jobs at a level of average annual wage equal to or exceeding the Specified Wage ("**Actual Employees**") until the expiration of two (2) years from the Certification Date (the "**Continuation Goal**"). The Company shall certify its attainment of the Continuation Goal within thirty (30) days following the end of the two-year period, such certification to be signed and verified by an officer of the Company. If at any time during such two-year period, the Company shall fail to maintain its operations on the Project Property and maintain the employment at the number of Actual Employees as provided herein, the Company shall promptly upon demand pay the Inducing Parties one-half of all Annual Inducements paid to the Company. Any repayment made pursuant to the terms of this paragraph shall be without interest prior to its due date and shall represent the Inducing Parties' sole and exclusive remedy hereunder for failure to meet the Continuation Goal. The Company shall from time to time, upon the Inducing Parties' reasonable request, certify to the Inducing Parties its number of actual permanent, full-time jobs at the Specified Wage.

5. Any delay in the performance of any of the duties or obligations of the Company hereunder shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of

materials or energy; fires; explosions; floods; changes in laws governing international trade; or other unforeseeable causes beyond the control and without the fault or negligence of the Company. The Company shall give prompt notice to the Partnership of such cause, and shall take whatever reasonable steps are necessary to relive the effect of such cause as rapidly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date hereof.

6. Notwithstanding any provision herein to the contrary, the Inducing Parties shall not be required to pay or deliver any Annual Inducements at any time when the Company has not paid all ad valorem taxes due and owing to the Town of Tarboro, Edgecombe County, or any other applicable local North Carolina governmental entity before they are delinquent, provided, however, that this shall not preclude the Company's contesting any disputed taxes and payment of the disputed taxes under protest.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, subject to the following provision. This Agreement shall be assignable by the Company only to an entity that is controlled by, controls, or under common control with the Company or, in the case of a sale of substantially all of the operating assets of the Business on the Project Property, this Agreement may be assigned to the purchaser of the Project Property, provided, however, any successor or assign of the Company shall expressly assume the obligations of the Company hereunder, subject to all the limitations herein, including without limitation the obligations relating to the maintenance of an operating business on the Project Property. No assignment shall relive the Company of its obligations hereunder.

8. Any payment not made hereunder when due shall bear interest at the legal rate from the due date until paid. If any legal action or other proceeding shall be instituted for the collection of any sums or the performance of any other obligations hereunder, the prevailing party in any such action or proceeding shall be entitled to the recovery of its reasonable attorneys' fees.

9. Notwithstanding any provision herein to the contrary, the Inducing Parties shall have no obligation to transfer and pay the Annual Inducements to the Company until the payment of the respective portions of such Annual Inducements to be paid by the Town and the County have been approved following a public hearing or hearings in accordance with all applicable law, provided that at least one of the Inducing Parties shall provide the Company written notice of such approval or denial as soon as practicable (but in no even more than sixty (60) days after such public hearing). If the Inducing Parties are unable to obtain such necessary approvals within one hundred (120) days from the Effective Date, any of the parties hereto shall have the right to terminate this Agreement and the parties shall have no further obligations hereunder.

10. This Agreement shall be deemed a contract entered into, delivered, and made in the State of North Carolina, United States of America, and it shall be governed, construed, interpreted, and enforced in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law.

11. Any notice or demand permitted or required hereby shall be made in writing and shall be delivered (a) by certified or registered mail, return receipt requested, with proper postage

prepaid and addressed to the party as set out below, or (b) by hand delivery (which shall include delivery by reputable national overnight courier service, such as Federal Express) or (c) facsimile transmission to the address set out below with electronic confirmation of receipt. Any such notice or demand shall be effective and deemed received on the date delivered by hand delivery and on the date of receipt appearing on the return postal receipt for notices given by registered or certified mail. Any notice or demand delivered by facsimile transmission shall be immediately confirmed with next business day hand delivery of a copy thereof and shall be effective and deemed delivered on the day of facsimile transmission. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed receipt of the notice, demand, or request sent. Any party may change its address for notice to any other location within the continental United States by notifying the other party of the new address in the manner provided herein for the giving of notices, with such change to become effective ten (10) days after notice of the change of address is given. For the purposes hereof, notices shall be sent as follows:

To Town:

Troy Lewis, Town Manager
Town of Tarboro
P.O. Box 220
Tarboro, NC 27886
Phone: 252-641-4250
Fax: 252-

with a copy to:

DeLoatch & Hinton, PLLC
P.O. Box 308
Tarboro, NC 27886
Attn: J. Chad Hinton
Phone: 252-823-8108
Fax: 252-823-7390

To County:

Eric Evans, County Manager
Edgecombe County
P.O. Box 10
Tarboro, NC 27886
Phone: 252-541-7835
Fax: 252-641-0456

with a copy to:

Michael B. Peters
County Attorney
P.O. Box 10
Tarboro, NC 27886
Phone: 252-641-6760
Fax: 252-641-4487

To Partnership:

The Carolinas Gateway Partnership, Inc.
427 Falls Road
Rocky Mount, NC 27803
Attn: President
Phone: 252-442-7315
Fax: 252-442-0114

with a copy to:

Poyner Spruill LLP
1151 Falls Road, Suite 1000
Rocky Mount, NC 27804
Attn: Samuel W. Johnson
Phone: 252-972-7118
Fax: 252-972-7045

To Company:

Sara Lee Frozen Bakery, LLC
Attn: Ryan Lippert, Bakery Manager
110 Sara Lee Road
Tarboro, NC 27886
Phone: 252-641-5370

with a copy to:

Sara Lee Frozen Bakery, LLC
Attn: Wendy Webb Williams, CLO
1 Tower Lane, Suite 500
Oakbrook Terrace, IL 60181
Phone: 630-282-9900

12. Failure of a party to enforce any provision of this Agreement or any right arising hereunder or failure to exercise any election provided herein in any instance shall not constitute a waiver of the provisions, rights, or elections in any other instance or affect the validity of this Agreement and such failure shall not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right, or election to which it may be entitled. If any provision of this Agreement or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of that provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and cannot be amended unless the amendment is in writing and executed by the party against whom the enforcement of the amendment is sought.

14. Time is of the essence in the performance of the parties' respective obligations hereunder.

15. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission shall be deemed effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile or electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or electronic transmission.

[SIGNATURES ARE ON THE FOLLOWING PAGES.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in the manner prescribed by law with due authority in multiple counterpart originals which collectively shall constitute a single instrument effective as to the day and year first written above.

THE CAROLINAS GATEWAY PARTNERSHIP, INC.

BY: _____
Name: E. Norris Tolson
Title: President

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF EDGECOMBE

I certify that E. Norris Tolson personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: President of The Carolinas Gateway Partnership, Inc.

Date: _____, 2020.

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____, Notary Public

My Commission Expires: _____

(Official Seal)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in the manner prescribed by law with due authority in multiple counterpart originals which collectively shall constitute a single instrument effective as to the day and year first written above.

EDGECOMBE COUNTY

BY: _____
Leonard Wiggins, Chairman
Board of Commissioners

ATTEST:

Frangie Mungo, Clerk

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF EDGECOMBE

I certify that Frangie Mungo personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Clerk to the Board of Commissioners of Edgecombe County.

Date: _____, 2020.

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____, Notary Public

My Commission Expires: _____

(Official Seal)

Pre-Audit Certificate

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Katherine Walters
Finance Officer

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in the manner prescribed by law with due authority in multiple counterpart originals which collectively shall constitute a single instrument effective as to the day and year first written above.

TOWN OF TARBORO

BY: _____
Joseph Pitt, Mayor

ATTEST:

Leslie Lunsford, Clerk

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF EDGECOMBE

I certify that Leslie Lunsford personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Clerk to the Town Council.

Date: _____, 2020.

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____, Notary Public

My Commission Expires: _____

(Official Seal)

Pre-Audit Certificate

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Anne Mann
Finance Officer

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in the manner prescribed by law with due authority in multiple counterpart originals which collectively shall constitute a single instrument effective as to the day and year first written above.

SARA LEE FROZEN BAKERY, LLC

BY: 
Name: Jeff Gronbeck
Title: Chief Financial Officer

(SEAL)



STATE OF Illinois

COUNTY OF DuPage

I certify that Jeff Gronbeck personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: Feb. 17, 2020.

Official Signature of Notary: 

Notary's Printed or Typed Name: Lauren Mejia, Notary Public

My Commission Expires: Dec. 10, 2022

(Official Seal)

EXHIBIT A

Project Property

Being Edgecombe County Tax Parcel 4727-76-4311-00 and being more particularly described as follows:

Parcel 1:

Beginning at a PK nail set in the centerline of U.S. Highway 258, which PK nail is located North 05 deg. 38 min. 00 sec. East 727.17 feet and North 09 deg. 49 min. 14 sec. East 877.30 feet from N.C.G.S. Station "Curing", N.C. Grid Coordinates N = 774,001.281, E = 2,428,134.263, and from said beginning point thence South 83 deg. 45 min. 37 sec. West 3,570.00 feet to an iron pipe set, cornering; thence North 00 deg. 30 min. 13 sec. East 150 feet to an existing concrete monument; thence continuing North 00 deg. 30 min. 13 sec. East 1,377.02 feet to an existing iron axle, cornering; thence North 83 deg. 45 min. 37 sec. East 3,451.36 feet to an iron pipe set, said point being the northwest corner of the property of Ollie Stalls Taylor and husband, James G. Taylor, as described in a Deed recorded in Book 865, Page 761 of the Edgecombe Public Registry, cornering; thence along and with the line of the Taylor property, South 22 deg. 20 min. 00 sec. West 170.80 feet to an iron pipe set, said point being the southwest corner of the Taylor property, cornering; thence continuing with the line of the Taylor property North 83 deg. 45 min. 37 sec. East 270.52 feet to a PK nail set in the centerline of U.S. Highway 258, cornering; thence along and with the centerline of U.S. Highway 258 the following courses and distances: South 00 deg. 52 min. 54 sec. East 358.52 feet, South 00 deg. 43 min. 00 sec. East 274.85 feet, South 02 deg. 32 min. 04 sec. West 100 feet, South 06 deg. 17 min. 00 sec. West 100.00 feet, South 09 deg. 07 min. 50 sec. West 177.12 feet, and South 09 deg. 45 min. 12 sec. West 383.55 feet to a PK nail set in the centerline of U.S. Highway 258, the point of beginning. The above-described property contains 122.31 acres, exclusive of railroad and highway rights of way.

Less and except from the foregoing the following portions thereof:

1. Conveyed from The Kitchens of Sara Lee to United Refrigerated Services, Inc. by Deed dated 7/15/87 and recorded 7/16/87 in Book 998, Page 713, Edgecombe Public Registry;
2. Conveyed from The Sara Lee Corporation to Edgecombe County by Deed dated 9/14/89 and recorded 9/19/89 in Book 1035, Page 850, Edgecombe Public Registry;
3. Conveyed from The Sara Lee Corporation to the Town of Tarboro by Deed dated 11/1/02 and recorded 11/4/02 in Book 1344, Page 14, Edgecombe Public Registry; and
4. Conveyed from Sara Lee Corporation to the Department of Transportation by Deed for highway right-of-way dated 1/12/07 and recorded 2/27/07 in Book 1485, Page 253, Edgecombe County Registry.

Parcel 2:

Beginning at a point in the northwestern line of the former right-of-way of C.S.X. Railroad (now abandoned) at its intersection with the western line of the property of County of Edgecombe as described in the Deed recorded in Book 1035, Page 850, Edgecombe County Public Registry, and from said beginning point running thence along and with the western right-of-way line of County of Edgecombe North 00 degrees 30 minutes 12 seconds East 628.72 feet and continuing North 00 degrees 30 minutes 12 seconds east 628.72 feet and continuing North 00 degrees 30 minutes 13 seconds East 183.12 feet to a point, cornering; running thence South 89 degrees 30 minutes 27 seconds West 200.53 feet to a point, cornering; running thence South 00 degrees 29 minutes 33 seconds East 1030.49 feet to a point in the northwestern line of the former C.S.X. Railroad right-of-way (now abandoned), cornering; running thence North 39 degrees 56 minutes 35 seconds East 287.42 feet to the point of beginning; and being a portion of the property conveyed from Lena L. Shugar to Gershon Joseph Shugar, et al. by Deed recorded in Book 838, Page 868 of the Edgecombe County Public Registry.

Parcel 3:

Together with all rights appurtenant to the foregoing parcels as established in that right-of-way and easement between the County of Edgecombe, North Carolina and The Hillshire Brands Company dated 1/1/18 and recorded 2/20/18 in Book 1675, Page 176, Edgecombe Public Registry.

Parcel 4:

Together with all rights appurtenant to the foregoing parcels as established in that Deed of Easement by and between the Edwin Lewis Aldridge and Wife, Margaret Dew Aldridge, James Dock Dew and wife, Betty Pitt Dew, and Sara Lee Corporation dated 7/18/88 and recorded in Book 1017, Page 739, Edgecombe Public Registry.

EXHIBIT B

Annual Inducements

1. Underlying investment assumptions:

Tax Year	<u>Property (\$US)</u>		Totals
	Real	M&E	
2020	\$1,230,000.00	\$8,670,000.00	\$9,900,000.00
2021	\$1,230,000.00	\$8,670,000.00	\$9,900,000.00
Total	\$2,460,000.00	\$17,340,000.00	\$19,800,000.00

2. The Annual Inducements grants will be disbursed in annual payments for five years in January of each year beginning in January 2021 and continuing through January 2025. No such grant payments shall be paid later than January 2025.

The Annual Inducements grants will be based on the ad valorem taxes actually received by the Town of Tarboro and by Edgecombe County during the specified year for all of the Company's property at the Project Property that arise from or relate to the Expansion subject to ad valorem taxes which is constructed or caused to be constructed, located on and/or placed in service by the Company on the Project Property (the "**Investment Base**") between the Effective Date and the Target Investment Date. The Annual Inducements grants shall be equal to the following percentages of the ad valorem taxes paid on the Investment Base during the designated tax year:

Tax Year	Grant %				
2020	50%				
2021	50%				
2022	50%				
2023	50%				
2024	50%				

Note: only property taxes associated with the general town property tax rate (currently \$.41/\$100 valuation) and county property tax rate (currently \$.95/\$100 valuation) will qualify for purposes of the grant. Property taxes associated with applicable fire district rates will not qualify.

3. The Company's documented cost basis will be used to determine the initial value of property subject to ad valorem taxes placed in service at the Project Property and comprising the Investment Base.

4. The property comprising the Investment Base shall be identified and tracked by the Company and the Annual Inducements grants will be paid only with respect to ad valorem taxes paid with respect to the Investment Base. Without limiting the generality of the foregoing and notwithstanding anything in this Agreement to the contrary, the Investment Base shall not include any replacements of the property constructed and/or acquired with the initial investments or any additional investments made after the Certification Date nor shall the Investment Base include the Project Property. The Company shall provide accurate and complete documentation of the Investment Base to the Town and to the County with each payment of ad valorem taxes and identify the ad valorem taxes applicable to such Investment Base, all in a form reasonably acceptable to the Town and to the County with sufficient detail to enable the Town and the County to confirm the accuracy thereof. Such documentation shall be provided on or before December 31 in each calendar year for the taxes paid in such year and shall be certified, signed and verified by an officer of the Company.

5. Annual Inducements grants payments made in January of each grant year shall be based on taxes paid in the previous year. For example, the grant payment in January 2021, the first grant payment year, will be based on taxes paid for tax year 2020. The Annual Inducements grants shall not be based on or include any portion of payments made by the Company to the Inducing Parties for interest owed on delinquent ad valorem taxes.



Town of Tarboro, North Carolina ***Mayor and Council Communication***

Subject: Award Contract - Auditing Services

Date: 3/9/2020

Memo Number: 20-16

On January 17, 2020, a Request for Proposals – Auditing Services was issued. The services being requested included auditing the Town's financial and compliance records for the 2019-2020, 2020-2021, and 2021-2022 fiscal years using the single audit concept and preparing a CAFR (Comprehensive Annual Financial Report) that conforms to the GFOA's (Government Finance Officers' Association) Certificate of Achievement for Excellence in Financial Reporting Program. Proposals were received from three (3) CPA firms.

Purpose of the Audit:

Financial audits play a vital role in helping to preserve the integrity of public finance and maintain citizens' confidence in their elected leaders. Audits provide independent assurance that financial information is reliable. Transparency and accountability in government is essential to show that public functions are being carried out efficiently, ethically, and equitably.

Evaluation of Auditing Services:

Each of the three auditing firms that responded to the Request for Proposals is qualified to perform a municipal audit and have the ability to assist in the preparation of the Comprehensive Annual Financial Report. The firms' references were contacted, and their complete client lists were reviewed.

It is recommended that the Council award the audit contract for the fiscal year 2019-2020 to Flowers & Stanley, LLP at the proposal cost of \$27,500, with the understanding that the additional two years may be subject to negotiation and require future Council approval. The Mayor will be authorized to sign the standard contract for submission to the Local Government Commission.

ATTACHMENTS:

Description	Upload Date	Type
Audit RFP - Summary FY -	3/4/2020	Executive Summary

Audit Proposals
Town of Tarboro
FY 2019-2020 through FY 2021-2022

	Flowers & Stanley, LLP	Petway, Mills & Pearson, PA	Sharpe Patel, PLLC
Office Location	Tarboro, NC	Zebulon, NC	Raleigh, NC
Partner Experience*	20+ years	20+ years	20+ years
Other Towns/Cities Audited* (Sample)	Robersonville Jackson Sharpsburg Dortches	Bunn Coats Scotland Neck Pinetops	Benson Pittsboro Ayden Kinston
Total Hours	253	248	208
Average Cost per Hour	\$108.70	\$109.84	\$127.88
Base Audit Cost	\$25,000	\$24,240	\$26,600
Financial Stmt Prep	\$2,500	\$3,000	**
Cost for 2019-2020	\$27,500	\$27,240	\$26,600
Cost for 2020-2021	\$27,500	\$27,500	\$26,600
Cost for 2021-2022	\$27,500	\$27,800	\$27,930

Most recent audit was prepared by Pettway Mills & Pearson, PA at a cost of \$28,000.

Notes:

* Sharpe Patel, LLC is a new firm; the experience and references listed are those of the partners not the firm.

**Sharpe Patel, LLC did not separate the cost of the financial statement preparation from that of the audit.



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Report of Unpaid Taxes, Liens on Real Property and Tax Lien Advertising

Date: 3/9/2020

Memo Number: 20-17

G. S. 105-369 requires that the Tax Collector report to the Town Council the total amount of unpaid taxes for the current fiscal year that are liens on real property. The total amount of unpaid taxes for 2019 that are liens on real property is \$161,526.97. A list of these unpaid taxes is on file in the Tax Collector's office.

G.S. 105-369 also requires that the governing body order the Tax Collector to advertise these tax liens. Advertisement must be made at least one time between March 1 and June 30. Effective July 1, 2006, after the governing body orders the Tax Collector to advertise the tax liens, the Tax Collector must send a notice to the owner of record as of the delinquent date (January 8). The notice must be sent at least 30 days before the date the advertisement is to be published.

It is recommended that Council:

1. Approve the report of the Tax Collector on unpaid 2019 taxes that are liens on real property.
2. Order the Tax Collector to advertise 2019 taxes that are liens on real property one (1) time as soon as all statutory requirements can be met.



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Appointment for March - Historic District Commission

Date: 3/9/2020

Memo Number: 20-18

The (4) four year term for Eugene Muse has expired. Mr. Muse is interested in serving another term on the Historic District Commission and his application is attached.

It is recommended that Council appoint an individual to fill the expired term at the March Council meeting.

ATTACHMENTS:

Description	Upload Date	Type
Muse Board Application	3/4/2020	Backup Material



Town of Tarboro

Application for Boards and Commissions

Please print or type the following information:

Name: Eugene W. Muse Daytime Telephone: 252-823-3925
Address: 310 E. Church St. Ward: _____ Zip Code: 27886
Email: ewmuse@centurylink.net
Length of Residence in Tarboro: 65 years

Please indicate which board, commission, or committee on which you would like to serve:

Historic District Commission
Why would you like to serve? I live in the District, am interested in local history and architecture, and have served on the commission for 30 years or more.

Please describe how your education, work experience, and community activities are relevant to your selections: I have been involved with historic homes, the Blount-Bridgers House, and the Arts Council.

Community Activities: _____

Employment History: Self employed as an attorney since 1979.

Education: Tarboro High School Class of 1972;
B.A. Wake Forest, 1976; J.D., Wake Forest School of Law, 1979.

Are you currently a member of any state, federal, or local board, commission, or committee? If so, please list below: _____

Historic District Commission; Advisory Committee for TDC

All information contained on this application is subject to public disclosure and will be reviewed by public officials. Attach any additional supporting documentation that is relevant to your qualifications to serve, i.e. resume, bio, etc.

Signature of Applicant: Eugene W. Muse Date: 3/3/20

All information contained on this application is subject to public disclosure and will be reviewed by public officials. Attach any additional supporting documentation that is relevant to your qualifications to serve, i.e. resume, bio, etc.

Submit Application by Mail to: Town of Tarboro
Attn: Town Manager
P.O. Box 220
Tarboro, NC 27886

or Fax to: 252-641-4254



***Town of Tarboro, North Carolina
Mayor and Council Communication***

Subject: Appointment - Planning Board

Date: 3/9/2020

Memo Number: 20-19

Scott Fisher is relocating and will no longer be able to serve on the Planning Board for Ward 8.

It is recommended that Council be prepared to appoint an individual to fill the existing vacancy on the Planning Board at the April Council meeting.



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Appointment - Tarboro-Edgecombe Airport Authority

Date: 3/9/2020

Memo Number: 20-20

Scott Fisher is relocating and will no longer be able to serve on the Tarboro-Edgecombe Airport Authority.

It is recommended that Council be prepared to appoint an individual to fill the existing vacancy at the April Council meeting.