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**AGENDA**  
**TOWN COUNCIL OF THE TOWN OF TARBORO, NC**  
**REGULAR MEETING HELD AT 7:00 PM, MONDAY, JANUARY 13,**  
**2020**  
**IN THE COUNCIL ROOM, TOWN HALL, TARBORO, NC**

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**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. REQUESTS AND PETITIONS OF CITIZENS**

(Five minute time limit per person)

**6. REPORTS OF BOARDS AND COMMISSIONS**

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

**7. TOWN MANAGERS RECOMMENDATIONS**

**Consent Items**

- (1) Approve minutes of December 9, 2019 regular meeting.  
(2) 2018 Tax Levy Adjustment  
(3) 2019 Tax Levy Adjustment  
(4) Tax Collector's Report

**Action Items**

- (5) CDBG Buyout Program Cooperative Agreement  
(6) Personnel - Residency Policy  
(7) Down East Home Consortium Agreement  
(8) Budget Amendment - E.L. Roberson Emergency Sewer Repairs  
(9) Budget Amendment - Special Olympics Coordinator  
(10) Appointment - Firemen's Relief Fund Board of Trustees

**8. OTHER REPORTS**

A. Town Manager

- (1) Council Retreat Proposed Dates: March 7-8, 2020  
(2) Update on Shell Building Project

B. Town Attorney

C. Council Members

**9. CLOSED SESSION**

- (1) To discuss economic development matters as allowed by NCGS § 143-318.11(a)(4)

**10. ADJOURNMENT**

PLANNING BOARD AND ZONING COMMISSION

REPORT TO COUNCIL

JANUARY 13, 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 December 16, 2019 regular meeting.

I. MATTERS FOR CONSIDERATION

A. Conditional Use Permit 19-02 – Baker Street Extension

The Board reviewed an application submitted by Anderson & Company, Inc. to pursue mining/quarrying operations, including on-site sale of products on 65.84 acres located on the west side of Baker Street between Daniel Street and MLK, Jr. Drive. The frontage is approximately 3,600 feet and the depth is 1,000 feet. Land is zoned AR-20.

B. Zoning Map Amendment 19-02 – AR-20 to I-2

The Board reviewed an application submitted by Anderson & Company, Inc. to rezone 65.84 acres of property (Parcel: 473983777300) located on Baker Street Extension near the intersection of Daniel Street, from AR-20 (Residential District) to I-2 (Industrial District).

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

Respectfully submitted,

Catherine Grimm  
Secretary



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

**Subject:** 2018 Tax Levy Adjustment

**Date:** 1/13/2020

**Memo Number:** 20-01

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The Schedule of 2018 Tax Levy Adjusted as of January 13, 2020, attached hereto, lists the valuation and tax amount of one (1) release. The release has been approved by Edgecombe County Tax Assessor's Office.

It is recommended that Council:

1. Enter into the minutes 2018 Tax Levy release number 33 in the amount of \$11.77, and authorize the Tax Collector to refund same as it has already been paid, and
2. Approve the Schedule of 2018 Tax Levy Adjusted as of January 13, 2020, in the amount of \$3,405,784.96

**ATTACHMENTS:**

Description	Upload Date	Type
2018 Tax Levy Adjustment	1/8/2020	Cover Memo

**TOWN OF TARBORO, NORTH CAROLINA**  
**SCHEDULE OF 2018 TAX LEVY**  
Adjusted as of January 13, 2020

**VALUATIONS**

	Real	Personal	Public Service Companies	Dog Tax	GAP	Total
Balance December 9, 2019	583,336,176	209,900,502	32,514,999	0	6,808,462	832,061,245
After list:	0	0	0	0	0	0
Less Releases: 33	<u>(2,610)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>(2,610)</u>
Balance as of January 13, 2020	<u><u>583,333,566</u></u>	<u><u>209,900,502</u></u>	<u><u>32,514,999</u></u>	<u><u>0</u></u>	<u><u>6,808,462</u></u>	<u><u>832,058,635</u></u>

**TAX CALCULATIONS**

	Real, Personal, & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Dog Tax	GAP	Total
Balance December 9, 2019	3,385,593.36	14,072.99	0.00	882.00	7,293.85	3,405,796.73
After list:	0.00	0.00	0.00	0.00	0.00	0.00
Less Releases: 33	<u>(10.70)</u>	<u>(1.07)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(11.77)</u>
Balance as of January 13, 2020	<u><u>3,385,582.66</u></u>	<u><u>14,071.92</u></u>	<u><u>0.00</u></u>	<u><u>882.00</u></u>	<u><u>7,293.85</u></u>	<u><u>3,405,784.96</u></u>

**ITEMIZED RELEASES**

Rel. No.	Name/Description	Acct. No.	Real, Personal & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Dog Tax	GAP	Total
*33	Rosetta Zurita MH double listed	7121	10.70	1.07	0.00	0.00	0.00	11.77
Total Releases			<u><u>10.70</u></u>	<u><u>1.07</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>11.77</u></u>

\*approved by Finance Officer



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

**Subject:** 2019 Tax Levy Adjustment

**Date:** 1/13/2020

**Memo Number:** 20-02

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The Schedule of 2019 Tax Levy Adjusted as of January 13, 2020, attached hereto, lists the valuation and tax amount of two (2) afterlists and seven (7) releases. The releases have been approved by Edgecombe County Tax Assessor's Office.

It is recommended that Council:

1. Order the Tax Collector be charged with afterlists 57 and 58 in the amount of \$265.14,
2. Enter into the minutes 2019 Tax Levy release numbers 23 through 25 in the amount of \$70.34, and authorize the Tax Collector to refund numbers 23 and 24 in the amount of \$29.34 as it has already been paid,
3. Approve 2019 Tax Levy release numbers 26 through 29 in the amount of \$1,041.73, and authorize the Tax Collector to refund number 26 in the amount of \$102.50 as it has already been paid, and
4. Approve the Schedule of 2019 Tax Levy Adjusted as of January 13, 2020, in the amount of \$3,435,860.48.

**ATTACHMENTS:**

Description	Upload Date	Type
2019 Tax Levy Adjustment	1/8/2020	Cover Memo

**TOWN OF TARBORO, NORTH CAROLINA  
SCHEDULE OF 2019 TAX LEVY  
JANUARY 13, 2020**

**VALUATIONS**

	Real	Personal	Public Service Companies	Dog Tax	GAP	Total
Balance December 9, 2019	584,249,144	209,862,888	39,077,788	0	6,184,072	839,974,988
After list: 57 & 58	0	46,531	0	0	0	46,531
Less Releases: 23 - 29	(264,079)	(2,470)	0	0	0	(266,549)
Balance as of January 13, 2020	<u>583,985,065</u>	<u>209,906,949</u>	<u>39,077,788</u>	<u>0</u>	<u>6,184,072</u>	<u>839,754,970</u>

**TAX CALCULATIONS**

	Real, Personal, & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Dog Tax	GAP	Total
Balance December 9, 2019	3,416,077.63	8,777.54	0.00	828.00	8,425.86	3,436,707.41
After list: 57 & 58	190.79	74.35	0.00	0.00	0.00	265.14
Less Releases: 23 - 29	(1,092.86)	(19.21)	0.00	0.00	0.00	(1,112.07)
Balance as of January 13, 2020	<u>3,415,175.56</u>	<u>8,832.68</u>	<u>0.00</u>	<u>828.00</u>	<u>8,425.86</u>	<u>3,435,860.48</u>

**ITEMIZED RELEASES**

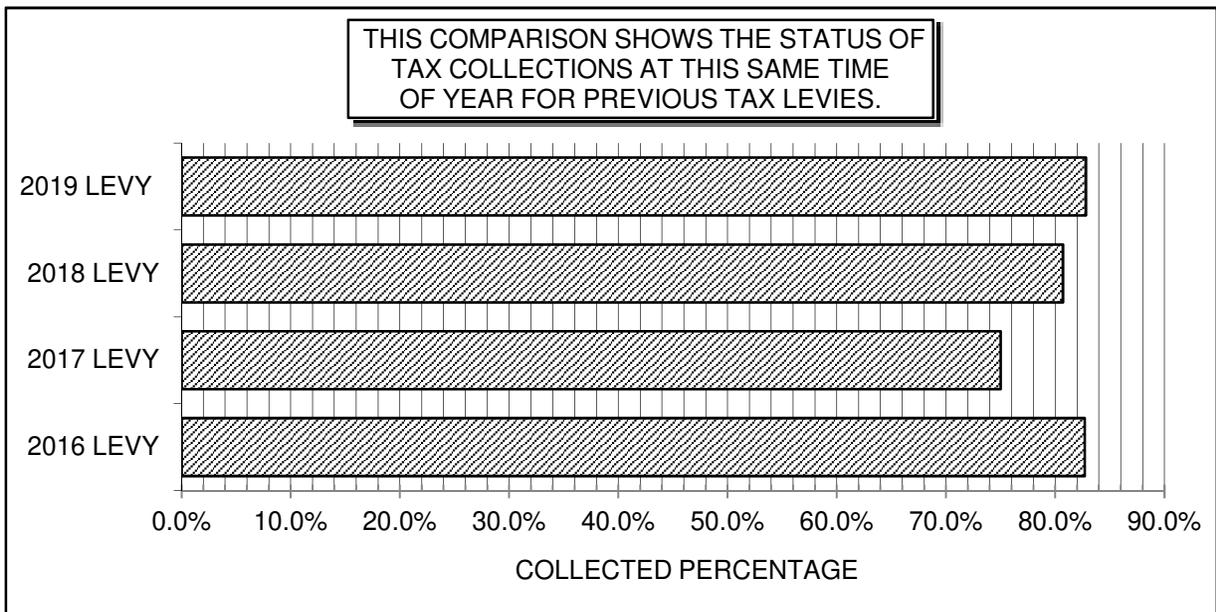
Rel. No.	Name/Description	Acct. No.	Real, Personal & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Dog Tax	GAP	Total
*23	Rosetta Zurita MH double listed	7121	10.13	0.00	0.00	0.00	0.00	10.13
*24	Honda of SC MFG Inc Proof of USPS stamp provided	8178	0.00	19.21	0.00	0.00	0.00	19.21
*25	Tarboro Revitalization Inc Late app approved GS 105-278.7	8144	41.00	0.00	0.00	0.00	0.00	41.00
26	Joan Stallings O/A Exemption signed late	3664	102.50	0.00	0.00	0.00	0.00	102.50
27	Tarboro Revitalization Inc Late app approved GS 105-278.7	8146	147.23	0.00	0.00	0.00	0.00	147.23
28	Georgia Bridgers O/A Exemption signed late	4565	191.65	0.00	0.00	0.00	0.00	191.65
29	Tarboro Revitalization Inc Late app approved GS 105-278.7	8145	600.35	0.00	0.00	0.00	0.00	600.35
Total Releases			<u>1,092.86</u>	<u>19.21</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,112.07</u>

\*approved by Finance Officer

**TOWN OF TARBORO, NORTH CAROLINA**  
**TAX COLLECTOR'S REPORT**  
For the Year Ended December 30, 2019

Levy Year	Current Fiscal Year Charges	<u>COLLECTIONS</u>			
		This Month	Fiscal Year-To-Date	Uncollected Balance	Collected Percentage
2019	3,255,326.38	272,284.29	272,284.29	2,983,042.09	82.80%
2018	119,861.78	1,748.81	69,029.24	49,754.57	98.47%
2017	39,121.34	930.14	9,456.33	29,665.01	99.08%
2016	27,200.68	398.94	4,706.32	22,494.36	99.32%
2015	22,038.29	254.52	4,013.08	18,025.21	99.46%
2014	15,446.54	86.70	1,574.78	13,871.76	99.59%
2013	11,606.09	0.00	1,086.98	10,519.11	99.70%
2012	10,342.53	114.91	1,150.96	9,191.57	99.74%
2011	6,552.14	0.00	599.83	5,952.31	99.83%
2010	4,251.40	0.00	362.46	3,888.94	99.88%
Prior	8,315.98	0.00	876.37	10,545.01	-
Subtotal	<u>3,520,063.15</u>	<u>275,818.31</u>	<u>365,140.64</u>	<u>3,156,949.94</u>	
		<u>1,273.53</u>	<u>16,135.61</u>	<== Interest on Taxes	
Net Tax Collections ==>		277,091.84	381,276.25		
		0.00	0.00	<== Privilege Licenses	
		0.00	0.00	<== Electronic Gaming	
		<u>0.00</u>	<u>0.00</u>	<== Beer & Wine Licenses	
TOTAL COLLECTED ==>		<u>277,091.84</u>	<u>381,276.25</u>		

**prepared by: Leslie M. Lunsford, Collector of Revenue**





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

**Subject:** CDBG Buyout Program Cooperative Agreement

**Date:** 1/13/2020

**Memo Number:** 20-03

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North Carolina has received additional Community Development Block Grant funds to assist citizens affected by Hurricane Matthew to recover from the storm and to mitigate the potential impact of future events. The North Carolina Office of Recovery and Resiliency (NCORR) has identified targeted areas in Edgecombe County to offer this program and will manage a "buyout" program to purchase affected properties and offer residents the opportunity to relocate outside of the flood hazard area. One area that has been designated is in Tarboro as identified in the attached map.

In order for Tarboro to participate in this program, it is necessary to enter into a Cooperative Agreement with NCORR outlining responsibilities of each party. A copy of the proposed agreement is attached.

It is recommended that Council authorize staff to execute the Cooperative Agreement with the North Carolina Office of Recovery and Resilience to administer a Community Development Block Grant Buyout Program in Tarboro.

### **ATTACHMENTS:**

Description	Upload Date	Type
NCORR CDBG Buyout Cooperative Agreement	1/9/2020	Cover Memo
Proposed East Tarboro Buyout Zone	1/9/2020	Cover Memo

**COOPERATIVE AGREEMENT  
BETWEEN  
THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, OFFICE OF  
RECOVERY AND RESILIENCY  
AND  
THE TOWN OF TARBORO  
FOR THE  
NORTH CAROLINA CDBG BUYOUT PROGRAM**

THIS COOPERATIVE AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 2020 by and between the North Carolina Department of Public Safety, Office of Recovery and Resiliency (the “Grantee” or “NCORR”) and the Town of Tarboro (“Town of Tarboro” or “Municipality”), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

**I. RECITALS**

WHEREAS, on October 8-9, 2016, Hurricane Matthew hit central and eastern North Carolina with record-breaking rainfall that created 1,000-year flood events that devastated the people, infrastructure, businesses, and schools of entire communities; and

WHEREAS, certain buildings, facilities, personal items, and equipment owned or rented by residents in the county and city were damaged by floodwaters associated with Hurricane Matthew; and

WHEREAS, on October 9, 2016, an expedited major disaster declaration from the President of the United States was requested and was granted on October 10, 2016 as FEMA-4285-DR-NC, allowing North Carolina to receive federal aid in the form of individual and public assistance for citizens and local governments; and

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has allocated Community Development Block Grant Disaster Recovery funds (“CDBG-DR”) to the State of North Carolina (“State”) under the Further Continuing and Security Assistance Appropriations Act of 2017 (Public Law 114-254) and the Consolidated Appropriations Act of 2017 (Public Law 115-31) for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster due to Hurricane Matthew; and

WHEREAS, on September 7, 2018, Hurricane Florence hit central and eastern North Carolina with record-breaking rainfall that created 1,000-year flood events that further devastated the people, infrastructure, businesses, and schools of new and previously impacted communities; and

WHEREAS, certain buildings, facilities, personal items, and equipment owned or rented by residents in the county and city were damaged by floodwaters associated with Hurricane Florence; and

WHEREAS, on September 14, 2018, the President of the United States granted a Major Disaster Declaration in response to Hurricane Florence as FEMA-4393-DR-NC, allowing North Carolina to receive federal aid in the form of individual and public assistance for citizens and local governments; and

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has allocated Community Development Block Grant Disaster Recovery funds (“CDBG-DR”) to the State of North Carolina (“State”) under the FAA Reauthorization Act of 2018 (Public Law 115-254) and the Additional Supplemental Appropriations for Disaster Relief Act of 2019 (Public Law 116-20) for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster due to Hurricane Florence; and

WHEREAS, on July 1, 2019, HUD certified NCORR as the grantee for the State’s CDBG-DR program; and

WHEREAS, pursuant to 82 Fed. Reg. 5591 (Jan. 18, 2017) and 82 Fed. Reg. 36812 (Aug. 7, 2017), the State has received an allocation of Hurricane Matthew CDBG-DR funds from HUD in the amount of \$236,529,000; and

WHEREAS, pursuant to 84 Fed. Reg. 45838 (Aug. 30, 2019) the State expects to receive an allocation of CDBG-Mitigation (“CDBG-MIT”) funds from HUD in the amount of \$168,067,000; and

WHEREAS, NCORR has designated an initial \$25,000,000 of the allocation from these funds for use by the North Carolina CDBG Buyout Program (“ReBuild NC Buyout Program” or “Buyout Program”) to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses, and to meet remaining unmet recovery needs caused by federally declared disasters, including Hurricanes Matthew and Florence, that were not met through FEMA, private insurance proceeds, loans, or other funding sources in at-risk locations; and

WHEREAS, Town of Tarboro will assist NCORR in carrying out the ReBuild NC Buyout Program by accepting ownership of buyout properties (“Properties” or “Property”) from program applicants (“Applicants”) pursuant to this Cooperative Agreement (the “Agreement”); and

WHEREAS, the Parties desire to enter into this Agreement and intend to be bound by its terms; and

WHEREAS, Town of Tarboro has legal authority to enter into this Agreement, and by signing this Agreement assures NCORR that it will comply with all requirements of the Agreement as described herein; and

WHEREAS, this Agreement constitutes the entire agreement between the Parties, superseding all prior oral and written statements or agreements regarding the ReBuild NC Buyout Program between NCORR and Town of Tarboro.

NOW, THEREFORE, in consideration of the need for recovery from damage caused by Hurricanes Matthew and Florence, to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses, and the premises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

## **II. BACKGROUND**

NCORR received funds from HUD for the purpose of ensuring that individuals residing in storm-impacted communities or are located in a floodway or floodplain may live in safe, sanitary housing. The ReBuild NC Buyout Program helps achieve that goal in a manner that benefits low and moderate income persons or that meets a particularly urgent need, as defined by HUD. The Parties hereby enter into this Agreement for the purpose of facilitating the ReBuild NC Buyout Program. NCORR has consulted with Town of Tarboro regarding NCORR's plan to initiate the Buyout Program within Town of Tarboro's jurisdiction. Town of Tarboro, by accepting the terms and conditions of this Agreement, is a partner in ensuring the successful administration and completion of the Buyout Program within Town of Tarboro

The Parties agree to abide by the program requirements as outlined in the current action plans and ReBuild NC Buyout Manual, available at <https://www.rebuild.nc.gov/cdbg-dr-reporting-and-compliance>. The contents of each action plan, as well as the ReBuild NC Buyout Manual are hereby incorporated into this Agreement and made a part hereof. Any amendments to these documents will be automatically incorporated into this Agreement.

### **2.1 Direct Implementation.**

NCORR, as state Grantee for the CDBG-DR and CDBG-MIT Programs, is directly implementing and administering the ReBuild NC Buyout Program. NCORR will utilize CDBG-DR and/or CDBG-MIT funds to cover costs and payments related to NCORR's implementation of the ReBuild NC Buyout Program. This notwithstanding, certain eligible de minimis payments or other costs borne by Town of Tarboro, which are associated with the ReBuild NC Buyout Program, may be considered for reimbursement by NCORR, if necessary for Town of Tarboro's compliance with the terms of this Agreement and NCORR's administration of the ReBuild NC Buyout Program. These costs will be reimbursed at the sole discretion of NCORR, and Town of Tarboro should notify NCORR, in writing, before expending any funds that it may seek to have reimbursed.

The Parties agree that this Agreement and the transfer of Properties made pursuant to the terms of this Agreement is not a subaward of federal grant funds and that Town of Tarboro is not serving as and will not be considered a Recipient or Subrecipient—as defined by HUD and 2 C.F.R. 200.93—of federal funds.

### **2.2 Maintenance of the Property.**

Town of Tarboro agrees to assume full responsibility for ongoing maintenance of the Property after closing and transfer of the Property from Applicants to Town of Tarboro; NCORR shall in

no way be held liable or responsible for any costs associated with the Property after closing and transfer of the Property, beyond what may be provided pursuant to the terms of this Agreement.

### **III. ACCEPTANCE OF PROPERTIES**

NCORR must expend considerable program funds in order to progress an applicant through the various stages of the ReBuild NC Buyout Program, from applicant intake to property closing and transfer of Properties to Town of Tarboro. In light of the considerable financial obligations associated with NCORR's efforts to progress applicants through the program, it is vital that Town of Tarboro fully commit to accepting ownership of all Properties targeted by the ReBuild NC Buyout Program that are within the jurisdiction of Town of Tarboro.

Town of Tarboro covenants and agrees to accept all Properties identified and referred to it by NCORR and its Agents as part of this cooperative agreement and subject to the conditions of the ReBuild NC Buyout Program, including the ReBuild NC Buyout Manual. A preliminary list of Properties targeted within the jurisdiction of Town of Tarboro is included in Appendix A, which will be updated if and when the targeted Properties change, and will ultimately include a comprehensive list of properties that Town of Tarboro will acquire ownership of through Town of Tarboro's participation in the ReBuild NC Buyout Program. The contents of Appendix A attached hereto are hereby incorporated into this Agreement and made a part hereof. Any changes to Appendix A will be automatically incorporated into this Agreement.

Town of Tarboro shall take all measures necessary for acceptance of Properties. This includes, but is not limited to: (i) taking all measures for authorized acceptance of the Property, including board approval if required; (ii) providing a duly authorized representative of Town of Tarboro to be available at the closing of each Property; (iii) after the closing of each property, and after Property deed has been reviewed and approved by NCORR, ensuring that Property deed is duly recorded, with required restrictive covenants, at the Office of the Register of Deeds in the County where the Property is located; (iv) ensuring that Town of Tarboro's acceptance of Property is consistent with Town of Tarboro ordinances and area planned actions; (v) notifying NCORR before executing this Agreement if Town of Tarboro anticipates or is aware of any potential or existing issues or concerns that may delay or hinder Town of Tarboro's acceptance of the Properties; and (vi) obtaining and assisting NCORR in obtaining required permits, licenses, and other authorization necessary for proper purchase and demolition of Property and to perform environmental remediation work.

NCORR or its Agents will notify Town of Tarboro regarding closing requirements, Properties identified for participation in the Program, and to schedule closings via electronic communication to Town of Tarboro Point of Contact.

### **IV. RIGHT OF ENTRY.**

After such time that Properties are conveyed from Applicants to Town of Tarboro, and subject to the terms and conditions of this agreement, Town of Tarboro grants NCORR and its employees, agents, contractors, consultants, and related parties (collectively "Agents") an unconditional right

of access and entry to the Property to perform surveys, inspections, appraisals, environmental sampling, and such other tests, studies, and investigations as NCORR and Agents deem necessary or desirable to evaluate the Property or as may be required by applicable laws, regulations or codes. Furthermore, Town of Tarboro grants NCORR and Agents an unconditional right of access and entry to the Property to perform any necessary demolition and/or environmental remediation work on the Property, as determined by and at the sole discretion of NCORR and Agents.

After such time that Property is conveyed to Town of Tarboro, NCORR will secure and demolish all existing structures located on Property. This shall include, but is not limited to, all work necessary to convert Property to green space.

## **V. USE RESTRICTIONS**

### **5.1 Terms.**

Pursuant to the terms of the ReBuild NC Buyout Program statutory authorities, Federal program requirements, and the restrictive covenants included in the deed conveying Property from Applicant to Town of Tarboro, the following conditions and restrictions shall apply in perpetuity to the Property acquired by Town of Tarboro pursuant to applicable HUD program requirements concerning the acquisition of property for use as open space:

#### **a. Compatible uses.**

Property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, natural floodplain functions, other ecosystem restoration, or wetlands management practices. Such uses may include: outdoor recreational activities; nature reserves; cultivation; grazing; unimproved, unpaved parking lots; buffer zones; and other uses consistent with CDBG-DR guidance for open space acquisition.

#### **b. Structures.**

No new structures or improvements shall be erected on Property other than:

- i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
- ii. A public rest room; or
- iii. A flood control structure that does not negatively impact the natural function of the floodplain.

No new structures or improvements shall be erected on Property without the prior, written consent of NCORR, its successors or other entity as designated by NCORR or the State of North Carolina. Any improvements on the Property shall be in accordance with proper floodplain management policies and practices and shall comply with all State, Local, and Federal laws and regulations.

#### **c. Disaster Assistance and Flood Insurance.**

No Federal entity or source may provide disaster assistance for any purpose with respect to Property, nor may any application for such assistance be made to any Federal entity or source. Property is not eligible for coverage under the NFIP for damage to structures on Property occurring after the date of closing, except for pre-existing structures being relocated off the property as a result of the project.

**d. Transfer.**

Town of Tarboro, including successors in interest, shall convey any interest in Property only if NCORR, its successor, or other entity as designated by the State of North Carolina, gives prior written approval of the transfer and transferee in accordance with this paragraph.

- i. The request by Town of Tarboro to NCORR must include a signed statement from the proposed transferee stating that it acknowledges and agrees to be bound by the terms of this section. If conveying to a qualified conservation organization, transferee must provide documentation of its status as such.
- ii. Town of Tarboro may convey a property interest in Property only to a public entity or other qualified organization whose use of Property will be compatible with the use requirements in this section. Town of Tarboro may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in this section, with the prior approval of NCORR, its successor, or other entity as designated by the State of North Carolina so long as the conveyance does not include the authority to control and enforce the terms and conditions of this section.
- iii. If title to Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
  - a) Town of Tarboro shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
  - b) At the time of title transfer, Town of Tarboro shall retain such conservation easement, and record it with the deed.
- iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the terms and conditions in this section and must incorporate a provision for the property to revert to Town of Tarboro in the event that the transferee ceases to exist or loses its eligible status under this section.

- iv. Town of Tarboro shall be responsible in perpetuity for monitoring the compliance with and enforcement of all terms in this Agreement, as well as in the restrictive covenant(s) governing Property.

## **5.2 Program Income.**

It is the intention of the parties that Town of Tarboro and its successors or transferees will not undertake any activity on or through the use of the Property that may generate program income without prior written consent from NCORR, its successors, or other entity as designated by NCORR or the State of North Carolina. Program income includes, but is not limited to, gross income received by a State, a unit of general local government, a tribe, or a subgrantee of the unit of general local government that was generated from the use of CDBG-DR or CDBG-MIT funds, regardless of when the funds were appropriated and whether the activity has been closed out, except in certain limited circumstances. Town of Tarboro should refer to 24 CFR 570.489(e) and 81 Fed. Reg. 83254, 83265-66 for further guidance on program income.

## **5.3 Enforcement.**

NCORR will enforce the terms of this Agreement through deed restrictions or other available legal remedies pursuant to the laws of North Carolina.

To the extent permitted by law, NCORR, and its successors and assigns, shall have the exclusive right to designate, assign, or transfer ownership of any and all Properties conveyed through this Agreement to an entity designated by NCORR in the event that Town of Tarboro fails to adhere to the terms of this Agreement or ceases to exist. Town of Tarboro shall cooperate with and facilitate the efforts of NCORR, its successor, or the State of North Carolina to transfer Properties to the successor entity.

Town of Tarboro's failure or refusal to accept any Property or Properties pursuant to the terms of this Agreement will be considered a material breach of this Agreement.

Town of Tarboro covenants and agrees that it shall be liable to NCORR for the reimbursement of any expenses incurred by the ReBuild NC Buyout Program that are a result of Town of Tarboro refusing or failing, for any reason, to accept any Properties targeted by the Program after applicant intake, but before the date of closing. These expenses may include, but are not limited to: costs associated with intake; eligibility review; duplication of benefits determinations; environmental reviews; inspections of any kind; appraisals; and/or other closing costs.

## **VI. AMENDMENT AND TERMINATION**

### **6.1 Amendment**

NCORR and Town of Tarboro may amend this Agreement at any time provided that such amendments are in writing, make specific reference to this Agreement, are approved by all parties, and are signed by a duly authorized representative of each party. Such amendments shall not invalidate this Agreement, nor relieve or release NCORR or Town of Tarboro from their obligations under this Agreement.

NCORR may, in its sole discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons.

## **6.2 Termination by Mutual Consent or Convenience.**

The Parties may terminate this Contract by mutual written consent. NCORR may terminate this Agreement, in whole or in part, for convenience, with 30 days written notice to Town of Tarboro.

## **6.3 Termination in the Event of Default.**

NCORR may suspend or terminate this Agreement, in whole or in part, upon 30 days' notice, whenever NCORR determines that Town of Tarboro has failed to comply with any term, condition, requirement, or provision of this Agreement. Town of Tarboro shall be afforded a reasonable period of time to cure any noncompliance.

If, after notice of default or non-compliance, Town of Tarboro has not cured such default within a reasonable time or is not diligently pursuing a cure satisfactory to NCORR, then NCORR shall promptly notify Town of Tarboro, in writing, of its determination and the reasons for the termination, together with the date on which the termination shall take effect.

## **6.4 Additional Remedies.**

If Town of Tarboro defaults, NCORR shall have the power and authority, consistent with their statutory authorities: (a) to prevent any impairment of the Property by any acts which may be unlawful or in violation of this Agreement or any other item or document required hereunder; (b) to compel specific performance of any of Town of Tarboro's obligations under this Agreement; and (c) to seek damages from any appropriate person or entity. NCORR shall be under no obligation to complete the activities outlined in this Agreement.

## **6.5 Unavailability of Funds.**

If grant funds become unavailable at any time, Town of Tarboro agrees that NCORR has the right to terminate this Agreement by giving 60 days' written notice specifying the termination date of the Agreement, which NCORR shall determine in its sole discretion. Upon such termination, NCORR shall have no further responsibilities under this Agreement.

## **6.6 Nonwaiver.**

No delay, forbearance, waiver, or omission by NCORR to exercise any right, power or remedy upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such event of default or to constitute acquiescence therein.

## **VII. GENERAL TERMS AND CONDITIONS.**

### **7.1 Effective Date.**

Upon execution and delivery of this Agreement, and when Town of Tarboro has received its counterpart original of this Agreement, fully executed and with all dates inserted where indicated, then the Agreement will constitute a valid and binding agreement between the Parties, enforceable with the terms thereof.

### **7.2 Claims.**

The parties agree that, upon transfer of the Property to Town of Tarboro, liability for all claims related to the Property or use thereof shall be borne by Town of Tarboro and Town of Tarboro shall be solely responsible for pursuing or defending any such claims related to the Property that arise after the transfer of such Property to Town of Tarboro.

### **7.3 Relationship of Parties.**

NCORR and Town of Tarboro agree that nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of employer/employee between the parties or their employees and agents.

### **7.4 Indemnification.**

To the extent allowed by North Carolina law, Town of Tarboro agrees to indemnify and hold harmless NCORR for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement.

### **7.5 Term.**

The terms of this Agreement, except for those related to usage restrictions, shall remain in effect for so long as is necessary to close out all Projects. The use restrictions in Section V of this Agreement shall remain in effect in perpetuity.

**7.6 Notice.**

Any notice, acceptance, request, or approval from either party to the other party shall be in writing and shall be deemed to have been sufficiently given when either has deposited same in the United States Postal Service or personally delivered with signed proof of delivery, addressed as follows:

**NCORR**

Laura Hogshead  
Chief Operating Officer  
North Carolina Office of Recovery and Resiliency  
PO Box 110465  
Durham, NC 27709  
Phone: (984) 833-5350  
Fax: (919) 405-7392

**Town of Tarboro**

Troy Lewis, Town Manager  
Town of Tarboro  
500 Main Street  
Tarboro, NC 27886  
Phone: (252) 641-4250

**7.7 Severability.**

If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.

**7.8 Entire Agreement.**

This document contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.

**7.9 Governing Laws.**

This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

## **VIII. OTHER REQUIRED CLAUSES**

### **8.1 Compliance with Federal Law**

Town of Tarboro warrants and covenants that it will, during of the term of this Agreement, comply with all federal laws, including Federal Register Notices (including, but not limited to, 81 Fed. Reg. 83254 (Nov. 21, 2016), 82 Fed. Reg. 5591 (Jan. 18, 2017), 82 Fed. Reg. 36812 (Aug. 7, 2017), 84 Fed. Reg. 28848 (Jun. 20, 2019), 84 Fed. Reg. 45838 (Aug. 30, 2019)) as well as HUD CDBG and other federal regulations, including, if applicable, the following:

#### **A. Equal Opportunity and Nondiscrimination.**

- (i) **Compliance.** Town of Tarboro agrees that it shall comply with the provisions of this subsection and shall ensure that its contractors comply with all application provisions of this subsection, including Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 41 C.F.R., Part 60;
- (ii) **Women- and Minority-Owned Businesses.** Town of Tarboro shall comply with N.C. Gen. Stat. § 143-128.2 and 2 C.F.R. § 200.321(b)(1) – (6) to ensure minority businesses, women’s business enterprises, and labor surplus area firms are afforded opportunities as required by law to compete for any contracts that may be executed pursuant to this Agreement;
- (iii) **Notifications.** Town of Tarboro will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Town of Tarboro’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- (iv) **Equal Employment Opportunity and Affirmative Action Statement.** Town of Tarboro shall, in all solicitations or advertisements for employees placed by or on behalf of Town of Tarboro, state that it is an Equal Opportunity or Affirmative Action employer;
- (v) **State and Local Nondiscrimination Provisions.** Town of Tarboro agrees to comply with state nondiscrimination provisions found at N.C. Gen. Stat. §§ 143-422.1 – 422.3 (Equal Employment Practices); and § 41A-1-10 (North Carolina Fair Housing Act);

#### **B. Conflict of Interest.**

- (i) In the procurement of supplies, equipment, construction, and services pursuant to this Agreement, Town of Tarboro shall comply with all applicable conflict of interest laws and regulations, including the provisions in 2 C.F.R. §§ 200.317 and 200.318, N.C. Gen. Stat. § 14-234, N.C. Gen. Stat. § 133-32, and 04 N.C.A.C.

19L.0914. In all cases not governed by 2 C.F.R. §§ 200.317 and 200.318, Town of Tarboro shall comply with the conflict of interest provisions in 24 C.F.R. § 570.611. Certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or NCORR upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(4);

- (ii) No public official or employee of Town of Tarboro may purchase or gain any financial interest in any Property and land subject to this Agreement.

C. Religious Activities.

Town of Tarboro shall comply with all applicable regulations set forth under 24 C.F.R. § 5.109 concerning the participation of faith-based organizations in HUD programs, including subsection (j) regarding the acquisition, construction, and rehabilitation of structures that may involve religious purposes. Any funds that may be provided under this agreement shall not be utilized for inherently religious activities, such as worship, religious instruction, or proselytization;

D. Lobbying Certification

No funds or assets, including, but not limited to Properties under this agreement and the subsequent exchange, transfer, or sale of the same shall be provided to, paid, sold or exchanged to any person for purposes of influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection to any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

E. Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

Town of Tarboro shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 C.F.R. §§ 570.601 and 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. Town of Tarboro shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 C.F.R., Part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R., Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R., Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

#### F. Fair Housing Act.

Town of Tarboro shall comply, directly and indirectly, with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Town of Tarboro shall take no action that is materially inconsistent with NCORR's goals and efforts to affirmatively further fair housing.

### **8.2 Environmental Reviews**

As the Responsible Entity for the ReBuild NC Buyout Program, NCORR will be responsible for administering the environmental review requirements described in 24 C.F.R. Part 58 for all Properties. The environmental review will be initiated after an applicant is deemed eligible for the ReBuild NC Buyout Program and prior to the time of closing. To mitigate the risk of the repayment or recapture of HUD funding, no choice-limiting activities may occur at the Property prior to NCORR obtaining an environmental clearance of the subject property, per § 58.22 of HUD's Environmental Regulations. Choice-limiting activities may include, but are not limited to: a transfer of deed or conveyance of title to the Property; a commitment of funds; acquisition of any property, etc. Town of Tarboro shall contact NCORR in writing for clarification and/or guidance concerning choice-limiting activities prior to engaging in any activity at the Property. NCORR shall be solely responsible for any and all environmental remediation work necessary for any structure located on Property, as determined by NCORR or Agents. Town of Tarboro shall maintain all records associated with Property for a period of at least three (3) years following closeout of the grant between HUD and NCORR.

### **8.3 Access to Records**

Town of Tarboro shall provide any duly authorized representative of NCORR, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, HUD, and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Property during the period of performance of this Agreement and for three years following the completion of all closeout procedures. All original files shall be maintained at the offices of Town of Tarboro for access purposes.

### **8.4 Client Data and Other Sensitive Information.**

If Town of Tarboro is required to maintain data for activities specified under this Agreement, Town of Tarboro must comply with 2 C.F.R. § 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and

other information HUD or NCORR designates as sensitive or that Town of Tarboro considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

**8.5 Benefit.**

This Agreement is made and entered into for the sole protection and benefit of NCORR, Town of Tarboro, and their respective successors and assigns, subject always to the provisions of the Agreement. Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to NCORR and Town of Tarboro and their respective successors and assigns. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, other than as expressly provided in this Agreement. It is the express intention of the Parties and their respective successors and assigns that any such person or entity, other than NCORR and the Town of Tarboro, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have executed duplicate originals of this Agreement, one of which is retained by each party, on the date first written above, pursuant to the authority duly granted under North Carolina law.

**TOWN OF TARBORO**

**NORTH CAROLINA OFFICE OF  
RECOVERY AND RESILIENCY**

\_\_\_\_\_  
Troy Lewis, Town Manager

\_\_\_\_\_  
Laura Hogshead, Chief Operating Officer

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Notary

(SEAL)

(SEAL)

## APPENDIX A

1000 E St John St, Tarboro, NC 27886	804-1/2 E St James St, Tarboro, NC 27886
1001 E St John St, Tarboro, NC 27886	805 E St James St, Tarboro, NC 27886
1001 E Wilson St, Tarboro, NC 27886	805 E St John St, Tarboro, NC 27886
1002 E St John St, Tarboro, NC 27886	806 E Church St, Tarboro, NC 27886
1003 E St John St, Tarboro, NC 27886	806 E St James St, Tarboro, NC 27886
1006 E St John St, Tarboro, NC 27886	807 E Church St, Tarboro, NC 27886
1007 E St John St, Tarboro, NC 27886	807 E St John St, Tarboro, NC 27886
1007 Wooten St, Tarboro, NC 27886	808 E St James St, Tarboro, NC 27886
1009 E St John St, Tarboro, NC 27886	809 E Church St, Tarboro, NC 27886
1009 Wooten St, Tarboro, NC 27886	809 E St James St, Tarboro, NC 27886
1010 E St John St, Tarboro, NC 27886	810 E Church St, Tarboro, NC 27886
1011 E St John St, Tarboro, NC 27886	810 E St James St, Tarboro, NC 27886
1012 E St John St, Tarboro, NC 27886	810 E St John St, Tarboro, NC 27886
1014 E St John St, Tarboro, NC 27886	811 E St James St, Tarboro, NC 27886
1300 Edmondson Ave, Tarboro, NC 27886	811 E St John St, Tarboro, NC 27886
1300 Martin Luther King Jr Dr, Tarboro, NC 27886	812 E Church St, Tarboro, NC 27886
1301 Martin Luther King Jr Dr, Tarboro, NC 27886	812 E St John St, Tarboro, NC 27886
1302 Martin Luther King Jr Dr, Tarboro, NC 27886	813 E St John St, Tarboro, NC 27886
1303 Martin Luther King Jr Dr, Tarboro, NC 27886	814 E St John St, Tarboro, NC 27886
1304 Edmondson Ave, Tarboro, NC 27886	815 E St John St, Tarboro, NC 27886
1305 Elm St, Tarboro, NC 27886	818 E Church St, Tarboro, NC 27886
1305 Martin Luther King Jr Dr, Tarboro, NC 27886	820 E Church St, Tarboro, NC 27886
1306 Martin Luther King Jr Dr, Tarboro, NC 27886	900 E Church St, Tarboro, NC 27886
1307 Elm St, Tarboro, NC 27886	900 E St James St, Tarboro, NC 27886
1307 Martin Luther King Jr Dr, Tarboro, NC 27886	900 E St John St, Tarboro, NC 27886
1308 Martin Luther King Jr Dr, Tarboro, NC 27886	901 E Church St, Tarboro, NC 27886
1310 Edmondson Ave, Tarboro, NC 27886	901 E St John St, Tarboro, NC 27886
1310 Martin Luther King Dr, Tarboro, NC 27886	902 E St James St, Tarboro, NC 27886
1312 Edmondson Ave, Tarboro, NC 27886	902 E St John St, Tarboro, NC 27886
1312 Martin Luther King Jr Dr, Tarboro, NC 27886	903 E Church St, Tarboro, NC 27886
1314 Edmondson Ave, Tarboro, NC 27886	903 E St John St, Tarboro, NC 27886
1314 Elm St, Tarboro, NC 27886	904 E Church St, Tarboro, NC 27886
1314 Martin Luther King Jr Dr, Tarboro, NC 27886	904 E St James St, Tarboro, NC 27886
1315 Martin Luther King Dr, Tarboro, NC 27886	904 E St John St, Tarboro, NC 27886
1316 Edmondson Ave, Tarboro, NC 27886	904 Patillo St, Tarboro, NC 27886
1316 Elm St, Tarboro, NC 27886	905 E Church St, Tarboro, NC 27886
1316 Martin Luther King Jr Dr, Tarboro, NC 27886	905 E St John St, Tarboro, NC 27886
1318 Martin Luther King Jr Dr, Tarboro, NC 27886	905 E Wilson St, Tarboro, NC 27886
1320 Martin Luther King Jr Dr, Tarboro, NC 27886	905 Wooten St, Tarboro, NC 27886

1322 Martin Luther King Jr Dr, Tarboro, NC 27886	906 E Church St, Tarboro, NC 27886
401 Wagner St, Tarboro, NC 27886	906 E St James St, Tarboro, NC 27886
405 Wagner St, Tarboro, NC 27886	906 E St John St, Tarboro, NC 27886
407 Wagner St, Tarboro, NC 27886	906 Patillo St, Tarboro, NC 27886
409 Wagner St, Tarboro, NC 27886	907 E Wilson St, Tarboro, NC 27886
411 Wagner St, Tarboro, NC 27886	907 Wooten St, Tarboro, NC 27886
415 Wagner St, Tarboro, NC 27886	908 E Church St, Tarboro, NC 27886
417 Wagner St, Tarboro, NC 27886	908 E St James St, Tarboro, NC 27886
500 Wagner St, Tarboro, NC 27886	908 E St John St, Tarboro, NC 27886
506 East Av, Tarboro, NC 27886	909 E Church St, Tarboro, NC 27886
508 East St, Tarboro, NC 27886	909 E Wilson St, Tarboro, NC 27886
703 E St James St, Tarboro, NC 27886	909 Wooten St, Tarboro, NC 27886
705 E St James St, Tarboro, NC 27886	910 E Church St, Tarboro, NC 27886
707 E St James St, Tarboro, NC 27886	910 E St James St, Tarboro, NC 27886
709 E St James St, Tarboro, NC 27886	911 Wooten St, Tarboro, NC 27886
710 E St James St, Tarboro, NC 27886	912 E St James St, Tarboro, NC 27886
711 E St James St, Tarboro, NC 27886	913 E Church St, Tarboro, NC 27886
712 E St James St, Tarboro, NC 27886	913 E St John St, Tarboro, NC 27886
713 E St James St, Tarboro, NC 27886	914 E Church St, Tarboro, NC 27886
714 E St James St, Tarboro, NC 27886	914 E St James St, Tarboro, NC 27886
715 E St James St, Tarboro, NC 27886	914 E St John St, Tarboro, NC 27886
716 E St James St, Tarboro, NC 27886	915 E Church St, Tarboro, NC 27886
800 E Church St, Tarboro, NC 27886	915 E St John St, Tarboro, NC 27886
800 E St James St, Tarboro, NC 27886	917 E St James St, Tarboro, NC 27886
800 E St John St, Tarboro, NC 27886	918 E Church St, Tarboro, NC 27886
801 E Church St, Tarboro, NC 27886	918 E St James St, Tarboro, NC 27886
801 E St James St, Tarboro, NC 27886	919 E St James St, Tarboro, NC 27886
801 E St John St, Tarboro, NC 27886	921 E St James St, Tarboro, NC 27886
803 E St James St, Tarboro, NC 27886	923 E St James St, Tarboro, NC 27886
803 E St John St, Tarboro, NC 27886	925 E St James St, Tarboro, NC 27886
804 E St James St, Tarboro, NC 27886	927 E St James St, Tarboro, NC 27886
804 E St John St, Tarboro, NC 27886	929 E St James St, Tarboro, NC 27886

# East Tarboro Buyout Priority

## Legend

- East Tarboro HMGP Acquisition
- East Tarboro HMGP Acquisition Interest
- East Tarboro Buyout Priority

# DRAFT

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



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

**Subject:** Personnel - Residency Policy

**Date:** 1/13/2020

**Memo Number:** 20-04

---

At the December 9, 2019 meeting, Council instructed the Town Attorney to draft an amended residency policy for employment with the Town of Tarboro. The Town Attorney will present an ordinance representative of the language suggested at that meeting.

It is recommended that Council adopt an ordinance amending the residency policy for the Town of Tarboro.

**ATTACHMENTS:**

Description	Upload Date	Type
Residency Policy Ordinance	1/9/2020	Ordinance

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (PERSONNEL) OF THE TOWN OF TARBORO AMENDING CHAPTER 13, ARTICLE IV – EMPLOYMENT POLICY

**Section 1. The Code of Ordinances (Personnel) of the Town of Tarboro and its Environs be and the same is hereby amended by amending the existing Article IV, Employment Policy. Section 13-80 – Residency Policy to read as follows:**

**Section 13-80. Residency Policy**

- (a) Persons hired or promoted by the Town for the positions of Police Chief, Fire Chief, Electric Utility Director, Public Works Director, Planning Director, Parks & Recreation Director, or Finance Director must reside within a forty (40) mile radius of Town Hall, except that the Town Manager may temporarily waive this requirement for a period not to exceed one hundred eighty (180) days.
- (b) All persons employed by the Town in positions requiring on-call duty or emergency-call duty must reside in such proximity to the Town that they may, without exceeding a safe speed, be present and available for duty within thirty (30) minutes after notification. Such persons shall also be required to have a telephone located within their residences to receive notifications of the Town's needs.

**Section 2. All provisions of any town ordinance in conflict with this ordinance are repealed.**

**Section 3. This ordinance shall become effective upon adoption.**

---

Joseph W. Pitt, Mayor

Attest:

---

Leslie M. Lunsford, Town Clerk



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

**Subject:** Down East Home Consortium Agreement

**Date:** 1/13/2020

**Memo Number:** 20-05

---

The Town of Tarboro has for consideration a renewal of an agreement for participation in the Down East Home Consortium (DEHC). The Consortium is made up of jurisdictions within and including the overall entities of Nash and Edgecombe counties, and was established in 1995 to create a group eligible to receive Home Investment Partnership Act Funds (HOME Funds) from the Department of Housing and Urban Development (HUD). The HOME program seeks to provide decent, safe, and affordable housing for low-income families, and Tarboro participated as a member of the DEHC to make available its benefits to our citizens.

Participation eligibility within the Consortium is determined by the acceptance of a Joint Cooperative Agreement. This agreement is the guiding document for procedure of the DEHC and administrative staff. The current three-year Consortium Agreement runs from July 1, 2018 to June 30, 2021. The Town of Tarboro did not agree to the language of this agreement, but rather asked for changes to the agreement that were not addressed. At this time the Town of Tarboro is being asked to enter into a new agreement by February 15<sup>th</sup>, 2020 to remain a participant in the DEHC.

Over the past four years, the members of the DEHC have had concerns regarding administration of funds, including delays in work on homes within particular jurisdictions and the timeliness in committing funds. Other concerns that have been expressed include open communication, administration duties, allocation percentages, and liability. At the November 2018 Town Council meeting, the Tarboro Town Council voted to reject the proposed agreement if these concerns were not addressed. Since that time, no adjustments have been made to the draft agreement to eliminate these concerns.

It is recommended by staff at this time that Tarboro decline to participate in the Down East Home Consortium.

**ATTACHMENTS:**

Description	Upload Date	Type
Joint Agreement	1/8/2020	Exhibit

**JOINT COOPERATIVE AGREEMENT  
DOWN EAST HOME CONSORTIUM**

**THIS AGREEMENT**, entered into this 1<sup>st</sup> day of July, 2018 between the Town of Bailey, Town of Conetoe, Town of Dortches, Edgecombe County, Town of Middlesex, Town of Nashville, Town of Pinetops, Town of Princeville, City of Rocky Mount, Town of Sharpsburg, Town of Spring Hope, Town of Tarboro, and the Town of Whitakers, said parties to this Agreement each being a general local governmental unit of the State of North Carolina, and is made pursuant to North Carolina Statutes Chapter 160A, Article 20, Part 1 (Joint Exercise of Powers) and Chapter 159 (Local Government Finance).

THE TOWN OF BAILEY, TOWN OF CONETOE, TOWN OF DORTCHES, EDGECOMBE COUNTY, TOWN OF MIDDLESEX, TOWN OF NASHVILLE, TOWN OF PINETOPS, TOWN OF PRINCEVILLE, CITY OF ROCKY MOUNT, TOWN OF SHARPSBURG, TOWN OF SPRING HOPE, TOWN OF TARBORO, AND THE TOWN OF WHITAKERS, hereinafter referred to as PARTICIPATING GOVERNMENTS, agree that it is desirable and in the interest of their citizens to secure status as a PARTICIPATING JURISDICTION under the HOME Investment Partnerships Program created through Title II, HOME Investment Partnerships Act, of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, said PARTICIPATING JURISDICTION to be a CONSORTIUM of those general local governmental units executing this AGREEMENT.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**I. DEFINITIONS**

The definitions contained in 24 CFR Part 92, Subpart A., paragraph 92.2, is incorporated herein by reference and made a part hereof, and the terms defined in this section have the meaning given them.

- A. "Act" means Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended. (Pub.L 101-625), (42 U.S.C. 3535 (d), et seq.)
- B. "HUD" means the United States Department of Housing and Urban Development.
- C. "HOME Program" means a procedure established for the use of funds made available from HUD through the Act to carry out multi-year housing strategies through assistance to first time home buyers and existing home owners, property acquisition, rehabilitation and new construction of housing, site improvement, tenant-bases rental assistance, demolition, relocation expenses and other reasonable and necessary expenses related to the development of affordable housing.

- D. "Housing Strategy" means the Comprehensive Housing Affordability Strategy as set out in 24 CFR Part 91 and encompasses a local government's housing needs, with focus on affordable housing for low-income families.
- E. "Regulation" means 24 CFR Part 92 HOME Investment Partnerships Program Regulations as issued by HUD.
- F. "PARTICIPATING GOVERNMENT(S)" means the Town of Bailey, Town of Conetoe, Town of Dortches, Edgecombe County, Town of Middlesex, Town of Nashville, Town of Pinetops, Town of Princeville, City of Rocky Mount, Town of Sharpsburg, Town of Spring Hope, Town of Tarboro, and the Town of Whitakers, and any other unit of local government that may join the Consortium in the future.

## II. PURPOSE

THIS AGREEMENT is to renew a CONSORTIUM of units of general local government for designation as a PARTICIPATING JURISDICTION (PJ) under the Act, said PARTICIPATING JURISDICTION to be known and hereinafter may be referred to as THE DOWN EAST HOME CONSORTIUM (DEHC).

## III. AGREEMENT

THIS AGREEMENT is to renew a CONSORTIUM of units of general local government for designation as a PARTICIPATING JURISDICTION (PJ) under the Act, said PARTICIPATING JURISDICTION to be known and hereinafter may be referred to as THE DOWN EAST HOME CONSORTIUM (DEHC).

- A. **TERM.** This Agreement shall be effective for a period of three (3) federal fiscal years (Fiscal years 2018-2019, 2019-2020, and 2020-2021) commencing on July 1, 2018 and ending on June 30, 2021 (covers Federal Government funding for fiscal years commencing on October 1, 2018 and ending on September 30, 2021). This Agreement shall be automatically renewed for three (3) year qualification periods, unless: (a) any of the member jurisdictions provide written notice of their decision not to participate in a new three (3) year qualification period, or (2) one or more of the jurisdictions fail to adopt, and to submit, to HUD an amendment to this Agreement that incorporates all changes necessary for Qualification Notice that is applicable to a subsequent qualification period. The City shall, by the date specified in HUD's Consortia Qualification Notice for the next qualification period, notify the DEHC members in writing of their right not to participate in the Consortium. All PARTICIPATING GOVERNMENTS that are members of the consortium will be on the same program year (July 1 to June 30) for HOME.
- B. **EXECUTION BY APPROPRIATE OFFICERS.** This Agreement shall be executed by the appropriate officers of each PARTICIPATING GOVERNMENT pursuant to authority granted them by their governing bodies.

**C. LEAD ENTITY.** The PARTICIPATING GOVERNMENTS mutually agree that Rocky Mount shall act in a representative capacity (hereinafter to be titled "LEAD ENTITY") for all members of the DEHC for the purpose of funding provided directly by the federal government under the Act.

**D. COMPLIANCE WITH REQUIREMENTS OF THE ACT.** The PARTICIPATING GOVERNMENTS mutually agree that Rocky Mount, as Lead Entity, shall assume overall responsibility for ensuring that the DEHC's HOME Program is operated in compliance with the requirements of the Act; subject to the limitations contained in Section III, paragraph N below. The City of Rocky Mount, the Lead Entity, shall be responsible for advertising public hearings to receive citizen input for the HOME Program portion of the Annual Action Plan and multi-year Consolidated Plan.

The Lead Entity shall review and approve all standard contracts and loan agreements to ensure compliance with Federal regulations prior to execution.

The Lead Entity shall review and approve all policy guidelines to ensure compliance with Federal regulations prior to adoption.

The Lead Entity shall monitor program participants to ensure compliance with Federal regulations.

**E. HOME CONSORTIUM COMMITTEE.** DEHC's HOME Consortium Committee will be composed of fourteen (14) members, one member from each PARTICIPATING GOVERNMENT. The managers or their appointees from each of the local governments will be designated as members. The committee shall meet at least semi-annually. Officers of the committee shall be a Chair and Vice Chair, chosen by annual election by committee members at the meeting that most closely precedes the beginning of the next program year.

Through the HOME Consortium Committee, the PARTICIPATING GOVERNMENTS shall participate jointly in the development of the DEHC's HOME Program. The HOME Program will define a strategy in sufficient detail to accommodate the collective and individual housing needs and priorities of the PARTICIPATING GOVERNMENTS.

A quorum shall consist of a majority of Committee members who have attended at least one (1) of the last three (3) scheduled meetings. If a Committee member has not attended three (3) or more consecutive meetings, their ability to vote will be suspended until they have attended two (2) consecutive scheduled meetings. Copies of set-up reports and/or completion reports shall be provided to any committee member upon request.

Each PARTICIPATING GOVERNMENT can elect not to participate in any given year in the HOME Program. The inactive PARTICIPATING GOVERNMENT will still be a member of the DEHC but will not be allocated HOME funds for that period.

**F. ALLOCATING HOME PROGRAM FUNDING BETWEEN PARTICIPATING GOVERNMENTS.** Each PARTICIPATING GOVERNMENT shall receive a percentage of the HOME funds based on the formula and percentages as provided by HUD to the PJ. The percentages set out below represent the best information available but will be adjusted should HUD provide updated information. The City of Rocky Mount, as the Lead Entity, tracks and reports the required HOME match.

Funds will be allocated as follows:

<b>PARTICIPATING GOVERNMENT</b>	<b>Percentage</b>
Edgecombe County	16.33
Nash County	27.04
Bailey	0.47
Conetoe	0.26
Dortches	0.57
Middlesex	0.59
Nashville	3.02
Pinetops	0.99
Princeville	0.66
Rocky Mount	39.14
Sharpsburg	1.70
Spring Hope	0.86
Tarboro	7.80
Whitakers	0.57

Annual allocations to PARTICIPATING GOVERNMENTS will be determined by multiplying the total annual Consortium allocation by the PARTICIPATING GOVERNMENT's proportional share of funds.

**G. MATCHING FUNDS.** There was no matching funds requirement for PARTICIPATING GOVERNMENTS as of the date of this Agreement. Should a match requirement be added at a later date, each PARTICIPATING GOVERNMENT shall be responsible for providing matching funds required by federal regulations for any HOME funds allocated and accepted for use by that government. As required by law, PARTICIPATING GOVERNMENTS are subject to annual appropriations of funds.

PARTICIPATING GOVERNMENTS, which receive reallocated funds, are responsible for providing matching funds required by federal regulations for any HOME funds allocated and accepted for use by that government.

The City of Rocky Mount, in its role as the Lead Entity, will report the required match, through its support of administering the DEHC, and other activities that are supported in part by HOME funds.

- H. DISTRIBUTION OF HOME FUNDS WITHIN A PARTICIPATING GOVERNMENT.** Each PARTICIPATING GOVERNMENT will be responsible for deciding how to distribute its portion of HOME funds among eligible activities within its jurisdiction, subject to the HOME Program requirements for a 15% set aside of funds for CHDO activities.

If a PARTICIPATING GOVERNMENT has not committed all of its allocated HOME funds for a program year on the Integrated Disbursement Information System (IDIS) within eighteen months of the last day of the month in which HUD notifies the Lead Entity of HUD's execution of the HOME Investment Partnership Agreement containing the funds, the HOME Coordinating Committee shall reallocate the HOME funds to the other PARTICIPATING GOVERNMENTS, provided that the PARTICIPATING GOVERNMENT to which the funds are allocated can assure that it can commit the HOME funds on the federal system (IDIS) prior to the recapture of the HOME funds by HUD and can meet the match requirements. Any funds in the United States Treasury Account that are not committed within twenty-four (24) months of the last day of the month in which HUD notifies the Lead Entity of HUD's execution of the HOME Investment Partnership Agreement will be recaptured by HUD.

- I. STAFF AND FINANCIAL SUPPORT FOR ADMINISTERING THE HOME PROGRAM.** The City of Rocky Mount, as Lead Entity, will be responsible for providing HOME program administration on behalf of the Consortium. HOME administrative funds will support City staff responsible for DEHC management as follows:

1. Prepare and maintain all required records, documents and reports, in a format to be provided by the Lead Entity, and make such records, documents and reports available for review by the Lead Entity, participating governments, and HUD during normal business hours.
2. Prepare and submit all data necessary for the annual HOME Performance Report and collect and maintain all the data necessary to submit any other reports required by HUD.
3. Notify the Consortium of any action that would impact the DEHC Annual Action Plan, to include Plan Amendment, or Project Amendment, by a PARTICIPATING GOVERNMENT.
4. Maintain financial records in accordance with generally accepted accounting principles and practices.
5. Comply with the requirement of OMB Circular No. A-87 and applicable parts of 24 CFR part 85 including, but not limited to, 24 CFR part 85.6, 85.12, 85.20, 85.22, 85.26, 85.35, 85.36, 85.44, 85.51, and 85.52.

6. Maintain all records seven (7) years or according to the following schedule, subject to amendments by HUD:

- For rental housing records, general records must be kept for seven (7) years after project completion, and tenant income, rent, and inspection information must be kept for the most recent seven (7) years, until seven (7) years after the affordability period ends.
- Homeownership records must be kept for seven (7) years after project completion. For resale/recapture, records must be kept for seven (7) years after the affordability period ends.
- TBRA records must be kept for seven (7) years after rental assistance ends.
- Written agreements must be maintained for seven (7) years after the agreement ends.
- Displacement and acquisition records must be kept for seven (7) years after final payment to displaced persons.

J. **ACCESS TO RECORDS.** Each PARTICIPATING GOVERNMENT will agree that the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, the City of Rocky Mount, as Lead Entity, or any of the City's duly authorized representatives shall have access to any books, documents, papers and records of which are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions for three (3) years from the final payment under the agreement. To ensure performance and compliance, ongoing and onsite reviews shall be conducted by the Lead Entity or its representative which will include:

- Identifying and tracking program and project results;
- Identifying technical assistance needs of HOME Program participants;
- Ensuring timely expenditure of HOME funds;
- Ensuring proper documentation of expenditures;
- Documenting compliance with HOME Program rules and other federal regulations included therein;
- Preventing fraud and abuse; and
- Identifying innovative tools and techniques that support affordable housing goals.

The PARTICIPATING GOVERNMENT shall have access to all papers, documents, records, books of the City of Rocky Mount that are directly pertinent to administration of the DEHC's HOME Program.

K. **ADMINISTRATIVE SET ASIDE.** The Lead Entity will be entitled to the entire ten percent (10%) administrative set aside from the DEHC annual allocation.

**L. HOME INVESTMENT TRUST FUND.** The Lead Entity will establish as part of its financial management system a separate HOME Investment Trust Account. The HOME Investment Trust account must be capable of separating appropriations, eligible expenditures, and repayments of HOME funds and match contributions for each HOME funded project in each PARTICIPATING GOVERNMENT'S jurisdiction.

**M. PROCESSING HOME PAYMENT.** Rocky Mount, in its capacity as the Lead Entity, shall be responsible for processing HOME cash and Program income drawdowns from HUD. The Lead Entity will secure the release of funds as required under 24 CFR Part 58 and appropriate banking and security agreements.

Prior to requesting the distribution of HOME funds for an eligible activity the Lead Entity must gather all the data and documents necessary to set-up the project in IDIS and to complete the required Project Set-Up Report and Program Income Reports.

HOME funds must be expended for eligible activities within fifteen (15) days from the date drawn from the United States Treasury account.

**N. COMPLETION REPORTS.** A complete Homeownership Assistance Project Completion Report detailing actual HOME funds plus other funds expended and household characteristics must be submitted to the Lead Entity within fifteen (15) days after project completion.

A complete Rental Housing Project Completion Report detailing actual HOME funds plus other funds expended and household characteristics must be submitted to the Lead Entity within sixty (60) days after project completion. An amended Completion Report should be submitted when all units initially reported vacant are occupied and the change should be highlighted in yellow.

**O. HOME PROGRAM INCOME.** Program income from previously completed HOME projects is collected and tracked by the City of Rocky Mount. All HOME program income is periodically receipted to HUD as HOME draws are processed and are not tracked by activity or address. DEHC members agree that the City of Rocky Mount may utilize HOME program income for any HOME eligible purpose.

**P. INDEMNITY.** Each member of the DEHC, other than the Lead Entity, Town of Bailey, Town of Conetoe, Town of Dortches, Edgecombe County, Town of Middlesex, Nash County, Town of Nashville, Town of Pinetops, Town of Princeville, Town of Sharpsburg, Town of Spring Hope, Town of Tarboro, and the Town of Whitakers, agrees to save, indemnify, and hold harmless Rocky Mount from damages arising now or hereafter that are directly or indirectly due to the activities associated with the DEHC performed by one or more of the foregoing local government units and for which Rocky Mount was not negligent. Likewise, Rocky Mount shall save, indemnify and hold harmless Town of Bailey, Town of Conetoe, Town of Dortches, Edgecombe County, Town of Middlesex, Town of Nashville, Town of Pinetops, Town of

Princeville, Town of Sharpsburg, Town of Spring Hope, Town of Tarboro, and the Town of Whitakers from any damages arising now or hereafter that are directly or indirectly due to the activities associated with DEHC performed by Rocky Mount and for which the local government unit seeking indemnification was not negligent.

This section shall not be construed as 1.) waiving the responsibility of a PARTICIPATING GOVERNMENT from payment of any penalties assessed by HUD related to the PARTICIPATING GOVERNMENTs administration of their HOME funds; 2.) waiving any defenses a PARTICIPATING GOVERNMENT may have against any claim or cause of action by any person not a party to this agreement; and 3.) holding harmless a PARTICIPATING GOVERNMENT for liability that may result from failure to provide proper accounting or otherwise comply with state and federal regulations.

Each PARTICIPATING GOVERNMENT shall immediately reimburse the lead Entity in full for any and all expenses for which the Lead Entity shall become responsible in its role as Lead Entity due to acts or omissions by the PARTICIPATING GOVERNMENT.

**Q. AFFIRMATIVELY FURTHERING FAIR HOUSING.** The PARTICIPATING GOVERNMENTS certify that they will affirmatively further fair housing in compliance with 24 CFR 92.350.

**R. SECTION 3 COMPLIANCE.** Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires the DEHC to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very-low income persons.

Section 3 is applicable when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities. If the expenditures of covered funding do not result in new employment, contracting, or training opportunities, the requirements of Section 3 are not applicable.

As the recipient of Department of Housing and Urban Development funding, the DEHC certifies it will comply with the requirements of Section 3. HUD Community Planning and Development programs include the CBDG, HOME, Lead Hazard Control and Neighborhood Stabilization Programs. The requirements of Section 3 also apply to contractors or subcontractors that receive contracts in excess of \$100,000 for Section 3 eligible projects/activities HUD's regulations on Section 3 can be found in the Code of Federal Regulations, at 24 CFR 135.

**S. ADDING NEW MEMBERS TO THE CONSORTIUM.** The Lead Entity is hereby authorized to amend this agreement on behalf of the DEHC to add new members to the consortium.

- T. AMENDMENTS.** All amendments to this Agreement, other than those specified in item R above, must be in writing and signed by all PARTICIPATING GOVERNMENTS.
- U. SEVERABILITY.** Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

The Town of Bailey, Town of Conetoe, Town of Dortches, Edgecombe County, Town of Middlesex, Town of Nashville, City of Rocky Mount, Town of Pinetops, Town of Princeville, Town of Sharpsburg, Town of Spring Hope, Town of Tarboro, and the Town of Whitakers have signed this Agreement and all governing boards have duly approved this agreement. Pursuant to such approval and the proper officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth. The terms and provisions of this Agreement are authorized by applicable laws and regulations and have been approved by each participating general local unit of government as to form and legality.

DRAFT

THE TOWN OF BAILEY

BY:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

DRAFT

THE TOWN OF CONETOE

BY:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

DRAFT

THE TOWN OF DORTCHES

BY:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

DRAFT

THE COUNTY OF EDGECOMBE

BY:

\_\_\_\_\_  
CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST:

\_\_\_\_\_  
CLERK TO THE BOARD

DRAFT

THE TOWN OF MIDDLESEX

BY:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

DRAFT

THE TOWN OF NASHVILLE

BY:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

DRAFT

THE TOWN OF PINETOPS

BY:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

DRAFT

THE TOWN OF PRINCEVILLE

BY:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

DRAFT

THE CITY OF ROCKY MOUNT

BY:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

DRAFT

THE TOWN OF SHARPSBURG

BY:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

DRAFT

THE TOWN OF SPRING HOPE

BY:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

DRAFT

THE TOWN OF TARBORO

BY:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

DRAFT

THE TOWN OF WHITAKERS

BY:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

DRAFT



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

**Subject:** Budget Amendment - E.L. Roberson Emergency Sewer Repairs

**Date:** 1/13/2020

**Memo Number:** 20-06

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The Town has recently had several issues with sewer backups at the E.L. Roberson Center. Upon investigation, it was determined that there are several issues with the lines underneath the building that need to be addressed as soon as possible. Specifically, thick scaling, grade issues, and ruptures of the lines were identified. Town staff has identified a contractor that can address the issues in a timely manner and need to allocate fund balance to handle these unexpected expenditures.

The budget estimate for this project is \$65,000. This includes the low bid amount of \$50,650, 20% contingency, and an additional \$5,000 for concrete work to be done by Town employees.

Work is expected to take four (4) weeks to complete. During this time, the Town will use an offsite kitchen to continue our senior nutrition program.

It is recommended that Council approve the attached budget amendment, allocating funds for this emergency repair.

**ATTACHMENTS:**

Description	Upload Date	Type
Budget Amendment - EL Roberson Emergency Sewer Repair	1/8/2020	Cover Memo
EL Roberson Project Proposal	1/8/2020	Cover Memo
Staff Memo - EL Roberson Sewer Project	1/8/2020	Cover Memo

**BUDGET RESOLUTION**

**TOWN COUNCIL OF THE TOWN OF TARBORO**

**January 13, 2020**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the 2019-2020 Fiscal Year Budget be amended by amending Revenue and Expenditure line items as follows:

<u>Account Number</u>	<u>Account Name</u>	<u>Current Budget</u>		<u>Amount of Change</u>		<u>Revised Budget</u>
<b>REVENUES - GENERAL FUND</b>						
10-3990-0100	FUND BALANCE APPROPRIATED	351,879	+	65,000	=	416,879
<b>EXPENDITURES - GENERAL FUND</b>						
10-6210-1501	SENIOR CENTER MAINTENANCE	-	+	65,000	=	65,000

BE IT FURTHER RESOLVED that the Budget Officer is hereby authorized and directed to implement said budget as amended.

# TOWN OF TARBORO PARKS & RECREATION EL ROBERSON PLUMBING PROJECT

1/7/2020

## OVERVIEW

### 1. Project Background and Description

The plumbing at the EL Roberson Center Nutrition Site has failed and is in need of emergency repair. The pipes installed under this facility are the original cast iron pipes. The life expectancy of cast iron pipes is normally 25 years. These pipes are currently going on forty (40) years old; almost double the life expectancy. The pipes have degraded overtime, as expected, and currently have collapsed in several places under the floor in the kitchen. This proposal is a complete renovation of the plumbing at this site to not only alleviate the current problems, but to also provide a more sustainable option for the future operations at this site.

### 2. Project Scope

The scope of this project is to remove and replace all existing plumbing in the nutrition center. During this process the existing plumbing will be removed, existing plumbing fixtures will be brought up to current building codes, and a new drainage system installed utilizing PVC pipe, which has a virtually indefinite lifespan when used in this application. The proposed plumbing plan can be seen in the attached documentation.

### 3. New System Features

The new system will include:

- PVC construction which provides a life expectancy that is virtually indefinite
- 1000 gallon grease trap to replace current 250 gallon trap

### 4. Facility Operations

When this project begins, our nutrition staff will not have access to the kitchen facilities until all repairs have been completed. The funding grant for our senior nutrition site sets guidelines to the nutritional content that must be provided in each meal. We will be sourcing these meals from an outside contractor for the duration of the project.

### 5. Project Timeline

We intend for this project to begin as soon as funding is made available. The project is expected to take approximately 4 weeks to complete. At completion normal operations would resume.

### 6. Engineer Recommendations

It is recommended by The Wooten Company that we use a 1000 gallon grease trap at this facility. Further detail can be seen in the attached document.

### 7. Contractor quotes

Quote details can be seen in the attached document.

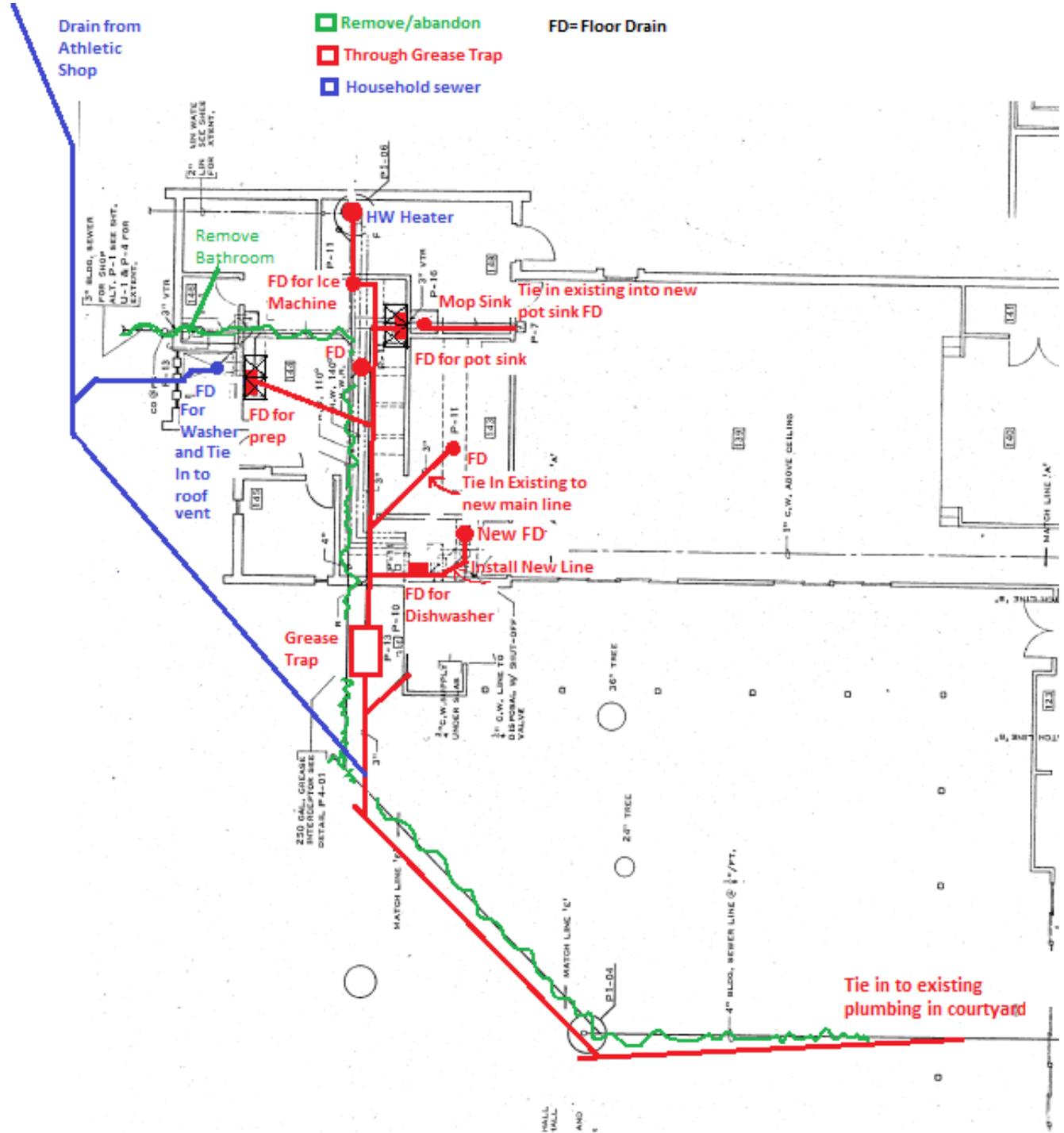
- |                               |                                  |
|-------------------------------|----------------------------------|
| - <b>Ainsley Construction</b> | <b>Quote Total: \$136,687.33</b> |
| - <b>Long's Home Repair</b>   | <b>Quote Total: \$50,650</b>     |

We are recommending that we select Long's Home Repair as the general contractor for this project.

### 8. Nutrition Plan

Once the project begins our kitchen will be unavailable to prepare meals for our seniors. To be able to continue this service, we will be utilizing the kitchen at the United Methodist Church's disaster response headquarters located in the former social services building on N Main Street. We will be able to use this location, free of charge, for the duration of our project so that we can continue providing hot meals to our senior citizens at the EL Roberson Center.

# 9. Plumbing Plan





# Memo

To: Troy Lewis, Town Manager  
Anne Mann, Finance Director

From: Travis Stigge, Director Parks and Recreation Department

Date: January 8, 2020

Re: E.L. Roberson Emergency Sewer System Repairs (Budget Amendment)

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During recent months the E.L. Roberson Nutrition Center sewer lines have been repeatedly backing up, causing interruption to services and other concerns. Collaborative efforts by both Parks and Recreation staff and Public Works Water and Sewer staff have worked to manage the situation, but have were not successful in correcting the causes. Investigative processes have indicated that there are significate failures accruing underground in the discharge system, including ruptures within the sewer lines and possible voids caused by these failures in the cast iron pipe. Camera images also suggested grade concerns in portions of the 40 year old system along with thick scaling along the walls of the cast iron pipe. It is necessary to begin repairs to this system as soon as possible to minimize impacts to the senior's daily nutrition program during peak usage in the early spring and summer months. Two local contractors have supplied the Town with quotes for the scope of required repair work. In that the Town did not budget monies within this fiscal year for such work, it is necessary to ask for an amendment to the budget to provide funding for these emergency repairs at the EL Roberson Center.

Vendor	Materials included	Labor included	Backfill Dirt and Seed	Site Plans	Price
Ainsley Construction Inc.	X	X	X	X	\$111,890.33
Longs Home Repair, Inc.	X	X	X	X	\$50,650

The department recommends awarding this project to Longs Home Repair. This vendor is the lowest received quote and their proposed start time for this project is acceptable with departmental needs. The department is asking for an amendment to the current Parks and Recreation Department budget Capital Improvement line item 10-6120-7300 in the amount of \$65,000. Amount to include quoted lowest bidder amount of \$50,650, approx. 20% contingency cost of \$10,000, and \$5,000 additional possible concrete work outside of building to be conducted by the Town's Public Works Department and Parks and Recreation Maintenance staff.

TS



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

**Subject:** Budget Amendment - Special Olympics Coordinator

**Date:** 1/13/2020

**Memo Number:** 20-07

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In an effort to assist special needs citizens in Tarboro and Edgecombe County, Town staff have been working with members of the public, Edgecombe County officials, and Edgecombe County Public School officials to reboot Edgecombe County's Special Olympics Program. Due to the availability of facilities and unique knowledge of facilitating athletic events, a Town of Tarboro staff member will serve as the Edgecombe County Special Olympics Coordinator. In that the addition of these duties to an existing staff member will require additional time from our employee and Town resources, Edgecombe County has agreed to help fund the additional time and resources through a \$2,500 appropriation for the remainder of the year. This will become a \$5,000 appropriation for next fiscal year. The Town's Athletics Supervisor will take on the role of Edgecombe County Special Olympics Coordinator.

It is recommended that Council adopt the attached budget amendment to appropriate the \$2,500 from Edgecombe County for a Town Staff member to act as the Edgecombe County Special Olympics Coordinator.

**ATTACHMENTS:**

Description	Upload Date	Type
Budget Amendment - Special Olympics Coordinator	1/8/2020	Cover Memo

**BUDGET RESOLUTION**

**TOWN COUNCIL OF THE TOWN OF TARBORO**

**January 13, 2020**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the 2019-2020 Fiscal Year Budget be amended by amending Revenue and Expenditure line items as follows:

<u>Account Number</u>	<u>Account Name</u>	<u>Current Budget</u>		<u>Amount of Change</u>	=	<u>Revised Budget</u>
<b>REVENUES - GENERAL FUND</b>						
10-3650-1700	SPECIAL OLYMPICS - EDGECOMBE	-	+	2,500	=	2,500
<b>EXPENDITURES - GENERAL FUND</b>						
10-6210-1501	SALARIES	537,500	+	1,625	=	539,125
10-6120-3302	SPECIAL OLYMPICS	-	+	875	=	875

BE IT FURTHER RESOLVED that the Budget Officer is hereby authorized and directed to implement said budget as amended.

Salary change is Effective 11/6/19 - 16 of 26 pay periods  
61.54%

2,154.00 Salary  
164.78 FICA  
129.24 401k  
192.78 LGERS

2,640.80

1,625.11 Prorate for partial year



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

**Subject:** Appointment - Firemen's Relief Fund Board of Trustees

**Date:** 1/13/2020

**Memo Number:** 20-08

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Lee Bell, Jr. was promoted to Fire Chief effective 1/6/20. It is recommended that Council appoint Mr. Bell to serve a two (2) year term on the Firemen's Relief Fund Board of Trustees.

The term for Anne Mann, Treasurer of the Firemen's Relief Fund, has expired. It is recommended that Council re-appoint Ms. Mann to serve another two (2) year term.