

**MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL OF THE
TOWN OF TARBORO, HELD AT 7:00 PM ON TUESDAY, NOVEMBER 13, 2018
IN THE COUNCIL ROOM, TOWN HALL, TARBORO, NORTH CAROLINA**

1. MEETING CALLED TO ORDER BY THE MAYOR

2. INVOCATION

Invocation by Councilman Shephard.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA BY COUNCIL

Leo Taylor made a motion, which was seconded by Sabrina Bynum and Passed, Agenda approved as presented.

5. REQUESTS AND PETITIONS OF CITIZENS

Steve Gilbert , 1307 N Main Street, Tarboro

Mr. Gilbert expressed interest in purchasing the town-owned property located at 509 Trade Street, he has paid a 5% deposit and is offering to pay \$10,000. Councilman Taylor made a motion, which was seconded by Councilman Jenkins to accept the bid, motion died.

Councilman Woodard made a motion, which was seconded by Councilmember Jordan to table until the Veteran's Museum was contacted. Motion passed by a 5 to 3 vote.

Councilmembers Woodard, Jordan, Bynum, Brown and Shephard voted for the motion. Councilmembers Taylor, Jenkins and Burnette voted against the motion.

Bryce Knight, 1112 Edmondson Avenue, Tarboro

Mr. Knight requested an update on the M. A. Ray Center vegetation easement. Troy informed him that he has spoken with the State and will hopefully have an onsite visit scheduled soon.

6. MATTERS SCHEDULED FOR PUBLIC HEARING

None.

7. REPORTS OF BOARDS AND COMMISSIONS

None.

8. TOWN MANAGERS RECOMMENDATIONS

Consent Items

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

(1) 2017 Tax Levy Adjustment

- (2) 2018 Tax Levy Adjustment
- (3) Approve minutes of the October 8, 2018 regular meeting.

Action Items

(4) Resolution - Model Food System Plan

Council adopted the Resolution supporting the development of a municipal model food system plan and implementation to increase access to fresh produce and foods in underserved communities.

Clarence Brown made a motion, which was seconded by Leo Taylor and Passed, Motion.

(5) Budget Amendment - Collection of Delinquent Taxes and Liens

Council approved the budget resolution.

Leo Taylor made a motion, which was seconded by John Jenkins and Passed, Motion.

(6) Budget Amendment - Wyatt Fountain Repair

Council approved the budget resolution.

Garland Shephard made a motion, which was seconded by Leo Taylor and Passed, Motion.

(7) Budget Amendment - Emergency Telephone (911) Fund

Council approved the budget resolution.

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

(8) CenturyLink Easement Extension Agreement

Council authorized the execution of a Utility Easement Extension Agreement with CenturyLink to occupy Town-owned property on Edmont Road for an additional 10-years.

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

(9) HMGP Appraisal Services Selection

Council approved execution of a standard HMGP Professional Services Contract for Appraisal Services with the recommended firm in order to move forward with the Town of Tarboro Hurricane Matthew HMGP Program.

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

(10) Stormwater Utility Fees

Council authorized staff to continue billing and collecting the Stormwater fee. After much discussion, Councilman Woodard called the question.

Clarence Brown made a motion, which was seconded by Othar Woodard and Passed, Motion. Ayes: Brown, Burnette, Bynum, Jenkins, Jordan, Taylor, Woodard; Nays:

Shepherd

(11) Down East Home Consortium-Agreement

Council voted to reject the agreement as presented and requested a modified agreement.

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

(12) CMAQ Project Agreement - Sidewalk Project

Council approved and executed the Project Agreement with the NCDOT for the CMAQ Sidewalk Project.

John Jenkins made a motion, which was seconded by Garland Shepherd and Passed, Motion.

(13) Award Bid 2018 Street Improvements

Council awarded the contract for 2018 Street Improvements to Garris Grading and Paving, Inc. at its proposed re-negotiated low bid of \$786,470.75 and authorized the Mayor and other appropriate officials to sign the necessary contracts.

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

(14) NCDOT - New Year's Eve Event

Council adopted Ordinance 18-09, declaring the closure of N. Main Street (NC 33) between St. James Street and Pitt Street.

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

(15) Minimum Housing Code Enforcement - 1316 Elm Street - File No. 18-02

Council called for and will hold a public hearing on the assessment for demolition cost of \$10,487.28 for the structure located at 1316 Elm Street at the December 10, 2018 Council meeting.

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

(16) Appointment - Planning Board

Ward 1: Robert C. Farmer

Ward 3: Rick Norville

Ward 5: Dickie Guill

Ward 7: Table until December meeting

At Large Member: LaShaun Jenkins

Charles Taylor is interested in serving as the At-Large member, Council nominated Lashaun Jenkins to fill the At-Large seat. The votes are as follows:

LaShaun Jenkins 5 votes

Charles Taylor 3 votes

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

(17) Appointment - Historic District Commission

Council will be prepared to appoint an individual to fill the vacated position at the December meeting.

(18) Appointment - Edgecombe County Tourism

Council appointed the following individuals to fill the expired terms.

June Leland - 1 Year Term
Rosena Ricks - 1 Year Term
C.B. Brown - 2 Year Term

Othar Woodard made a motion, which was seconded by Deborah Jordan and Passed, Motion.

(19) Appointment - Redevelopment Commission

Council appointed the following individual to fill the expired term.

Morris Armstrong - 5 Year Term

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

(20) Appointment - Citizens Advisory Recreation Committee

Council appointed the following individuals to fill the expired terms.

Ward 1: Adrian Brown
Ward 2: Charles Johnson
Ward 3: George Whitehurst
Ward 4: Dwayne Owens - Table until December meeting
Ward 5: Table until December meeting
Ward 6: Byron Hall
Ward 7: Table until December meeting
Ward 8: Rick Mann
At Large: Table until December meeting

Othar Woodard made a motion, which was seconded by Deborah Jordan and Passed, Motion.

9. OTHER REPORTS

(1) Tax Collector's Report

A. Town Manager

None.

B. Town Attorney

None.

C. Council Members

Councilman Burnette: None

Councilman Shephard: None

Councilman Jenkins: None

Councilman Brown: requested staff look at the walkway at Riverfront Park, he reported that it was slippery and could be dangerous.

Councilmember Bynum: None

Councilman Taylor: addressed concerns about people in public places with sagging pants, cars parked against the way of travel and the need for a new internet provider. Councilman Taylor also thanked the Police Department for patrolling Pine Street on Halloween.

Councilmember Jordan: stated that she enjoyed the events held during the weekend, Pet Fest, Brewgrass Festival.

Councilman Woodard: thanked Veteran's for their service. Councilman Woodard also thanked the Police Department for addressing speeding concerns in his neighborhood and Tina Parker and Catherine Grimm for planning the events held over the weekend. Councilman Woodard asked if the Town had a motto.

10. ADJOURNMENT

Deborah Jordan made a motion, which was seconded by Clarence Brown and Passed, Motion.



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

Subject: 2017 Tax Levy Adjustment

Date: 11/13/2018

Memo Number: 18-75

The Schedule of 2017 Tax Levy Adjusted as of November 13, 2018, attached hereto, lists the valuations and tax amounts 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 2017 Tax Levy release number 29 in the amount of \$7.43, and
2. Approve the Schedule of 2017 Tax Levy Adjusted as of November 13, 2018, in the amount of \$3,331,127.13.

ATTACHMENTS:

Description	Upload Date	Type
2017 Tax Levy Adjustment	11/6/2018	Exhibit

TOWN OF TARBORO, NORTH CAROLINA
SCHEDULE OF 2017 TAX LEVY
Adjusted as of November 13, 2018

VALUATIONS

	<u>Real</u>	<u>Personal</u>	<u>Public Service Companies</u>	<u>Dog Tax</u>	<u>Total</u>
Balance June 11, 2018	578,319,683	208,712,700	23,734,595	0	810,766,978
After list	0	0	0	0	0
Less Releases 29	<u>0</u>	<u>(1,646)</u>	<u>0</u>	<u>0</u>	<u>(1,646)</u>
Balance as of November 13, 2018	<u><u>578,319,683</u></u>	<u><u>208,711,054</u></u>	<u><u>23,734,595</u></u>	<u><u>0</u></u>	<u><u>810,765,332</u></u>

TAX CALCULATIONS

	<u>Real, Personal, & Pub. Ser. Co.</u>	<u>Late Listing Penalty</u>	<u>Auto Tax</u>	<u>Dog Tax</u>	<u>Total</u>
Balance June 11, 2018	3,324,145.30	5,773.26	265.00	951.00	3,331,134.56
After list	0.00	0.00	0.00	0.00	0.00
Less Releases 29	<u>(6.75)</u>	<u>(0.68)</u>	<u>0.00</u>	<u>0.00</u>	<u>(7.43)</u>
Balance as of November 13, 2018	<u><u>3,324,138.55</u></u>	<u><u>5,772.58</u></u>	<u><u>265.00</u></u>	<u><u>951.00</u></u>	<u><u>3,331,127.13</u></u>



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

Subject: 2018 Tax Levy Adjustment

Date: 11/13/2018

Memo Number: 18-76

The Schedule of 2018 Tax Levy Adjusted as of November 13, 2018, attached hereto, lists the valuations and tax amounts of twenty-three (23) after lists and five (5) 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 after lists 5 through 27 in the amount of \$133,441.38,
2. Enter into the minutes 2018 Tax Levy release numbers 14 and 15 in the amount of \$17.47,
3. Approve 2018 Tax Levy release numbers 16 through 18 in the amount of \$3,965.79, and
4. Approve the Schedule of 2018 Tax Levy Adjusted as of November 13, 2018, in the amount of \$3,385.985.78.

ATTACHMENTS:

Description	Upload Date	Type
2018 Tax Levy Adjustment	11/6/2018	Exhibit

TOWN OF TARBORO, NORTH CAROLINA
SCHEDULE OF 2018 TAX LEVY
Adjusted as of November 13, 2018

VALUATIONS

	Real	Personal	Public Service Companies	Dog Tax	GAP	Total
Balance October 8, 2018	581,799,820	207,795,753	0	0	6,834,782	796,430,355
After list: 5 - 27	0	22,183	32,514,999	0	0	32,537,182
Less Releases: 14 - 18	(50,274)	(771,046)	0	0	(26,320)	(847,640)
Balance as of November 13, 2018	581,749,546	207,046,890	32,514,999	0	6,808,462	828,119,897

TAX CALCULATIONS

	Real, Personal, & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Dog Tax	GAP	Total
Balance October 8, 2018	3,237,342.49	10,690.59	0.00	882.00	7,612.58	3,256,527.66
After list: 5 - 27	133,402.46	38.92	0.00	0.00	0.00	133,441.38
Less Releases: 14 - 18	(3,367.41)	(316.13)	0.00	0.00	(299.72)	(3,983.26)
Balance as of November 13, 2018	3,367,377.54	10,413.38	0.00	882.00	7,312.86	3,385,985.78



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

Subject: Approve minutes of the October 8, 2018 regular meeting.

Date: 11/13/2018

Memo Number:

ATTACHMENTS:

Description

[October 8, 2018 Council Meeting](#)

[October Meeting Attachments](#)

Upload Date

11/6/2018

11/7/2018

Type

Presentation

Cover Memo

MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF TARBORO, HELD AT 7:00 P.M. ON MONDAY, OCTOBER 8, 2018 IN THE COUNCIL ROOM, TOWN HALL, TARBORO, NORTH CAROLINA

MEMBERS PRESENT

Joe Pitt	Mayor
C.B. Brown	Councilman
Steve Burnette	Councilman
Sabrina Bynum	Councilmember
John Jenkins	Councilman
Deborah Jordan	Councilmember
Garland Shephard	Councilman
Leo Taylor	Councilman/Mayor Pro Tem
Othar Woodard	Councilman

MEMBERS ABSENT

ALSO PRESENT

Troy Lewis	Town Manager
Leslie M. Lunsford	Town Clerk
Chad Hinton	Town Attorney

1. MEETING CALLED TO ORDER

The meeting was called to order by Mayor Pitt.

2. INVOCATION

Invocation was given by Councilman Shephard.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA BY COUNCIL

Councilman Taylor made a motion, which was seconded by Councilman Jenkins and passed unanimously, that Council approve the agenda as presented.

5. REQUESTS AND PETITIONS OF CITIZENS

A. Judith Moss – 1708 W Wilson Street, Tarboro

Ms. Moss informed Council that she was working with the Tarboro Police Department and a community watch group in her neighborhood. She expressed her appreciation to the TPD for their participation and support.

B. Bryce Knight – 1112 Edmondson Avenue, Tarboro

Mr. Knight addressed concerns at Clark Park, Councilman Shephard asked for suggestions to remedy the issues. Mr. Knight suggested the Town clean up the ditch near Clark Park. Troy Lewis informed Mr. Knight and Council that the ditch was part of a State of NC easement, he also stated that he has been in contact with the State to resolve the issue.

C. Greg Higgs – 1105 Bradley Avenue, Tarboro

Mr. Higgs requested that Council appoint someone to serve on the Citizen’s Advisory Board that will participate and attend the meetings, requested the drainage system in his neighborhood be cleaned out more often and he stated that he had applied for a job with the Town of Tarboro and thought the hiring process was unfair. Mr. Higgs also addressed a situation that occurred in May with the Police Department.

6. MATTERS SCHEDULED FOR PUBLIC HEARING

None.

7. REPORTS OF BOARDS AND COMMISSIONS

None.

8. TOWN MANAGER’S RECOMMENDATIONS

A. Consent Items

Councilman Jenkins made a motion, which was seconded by Councilman Woodard and passed unanimously, that the following consent item be approved:

(1) Memo 18-65 – 2018 Tax Levy Adjustment

Action taken: Council

- (1) ordered the Tax Collector be charged with after lists 1 through 4 in the amount of \$1,744.64,
- (2) entered into the minutes 2018 Tax Levy release numbers 1 through 8 in the amount of \$147.34,
- (3) approved 2018 Tax Levy release numbers 9 through 13 in the amount of \$3,113.48, and
- (4) approved the *Schedule of 2018 Tax Levy*, attached at page 73-89a, in the amount of \$3,256,527.66.

(2) Minutes

Action taken: Council approved the minutes of September 10, 2018 regular meeting

B. Action Items

(1) Memo 18-66 – Resolution – Model Food System Plan

Councilmember Woodard made a motion, which was seconded by Councilmember Jordan to adopt the resolution supporting the development of a municipal model food system plan and implementation, after Council discussion, the motion was withdrawn. Councilman Jenkins made a motion, which was seconded by Councilman Shephard and passed by a 7 to 1 vote, that Council table until further notice. Councilmembers Burnette, Shephard, Jenkins, Brown, Bynum, Taylor and Woodard voted for the motion. Councilmember Jordan voted against the motion.

(2) Memo 18-67 – Brewgrass Festival – Alcohol Sales

Councilman Jenkins made a motion, which was seconded by Councilmember Bynum and passed by a 6 to 2 vote, that Council adopt the resolution attached at page 73-89b, authorizing the sale and consumption of alcohol at Riverfront Park, on November 11th, 2018 from 12:00 PM until 5:00 PM during the Tarboro Brewing Company Brewgrass Festival. Councilmembers Woodard, Jordan, Bynum, Brown, Jenkins and Burnette voted for the motion. Councilmembers Taylor and Shephard voted against the motion.

(3) Memo 18-68 – Amendment to the Code of Ordinances – Alcohol at Events

Councilman Taylor made a motion, which was seconded by Councilman Shephard that Council reject the ordinance presented. Councilmembers Taylor, Bynum, Brown and Shephard voted for the motion. Councilmembers Woodard, Jordan, Jenkins and Burnette voted against the motion. The Mayor voted against the motion to reject the ordinance. Councilman Woodard made a motion, which was seconded by Councilmember Jordan that Council adopt the following ordinance. Councilmembers Woodard, Jordan, Burnette and Jenkins voted for the motion. Councilmembers Taylor, Bynum, Shephard and Brown voted against the motion. The Mayor voted for the motion to adopt the ordinance. There was confusion on the number of voting Councilmembers for motion to adopt the ordinance, therefore, a second vote was called for. The votes remained the same, Council adopted the following ordinance:

ORDINANCE NO.: 18-08

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE TOWN OF TARBORO TO ESTABLISH REGULATIONS PERTAINING TO ALCOHOL SALES AND CONSUMPTION DURING SPECIAL EVENTS.

The Ordinance is recorded in Ordinance Book Number 11.

(4) Memo 18-69 – Taxes – Charge Off of Uncollectible Personal Taxes – 2008 Tax Levy

Councilman Taylor made a motion, which was seconded by Councilmember Bynum and passed unanimously, that Council:

- (1) authorize the 2008 personal property tax for each taxpayer listed on the schedule, attached at page 73-89c, in the amount of \$540.62, which is determined to be uncollectable, be charged off the books of the Tax Collector and the Tax Collector be relieved from the collection of same, and also be given credit for same in her settlement.
- (2) authorize the outstanding 2008 motor vehicle tax receivable in the amount of \$7,334.13, which was billed and remains uncollected by Edgecombe County, be charged off the books of the Tax Collector and the Tax Collector be given credit for same in her settlement.
- (3) authorize the accounts charged off be turned over to the Finance Director for verification and disposal in accordance with The Municipal Records Retention and Disposition Schedule.

(5) Memo 18-70 – Appointment – Edgecombe Co. Memorial Library Board of Trustees

Councilman Taylor made a motion, which was seconded by Councilmember Jordan and passed unanimously, that Council appoint Ms. Inez Ribustello to fill the vacant position on the Edgecombe County Memorial Library Board of Trustees.

(6) Memo 18-71 – Appointment for October – Citizens Advisory Recreation Committee

It is recommended that Council be prepared to appoint (9) nine individuals to fill the expired terms at the November Council meeting.

(7) Memo 18-72 – Appointment for October – Edgecombe County Tourism

It is recommended that Council appoint (3) three individuals to fill the expired terms at the November Council meeting.

(8) Memo 18-73 – Appointment for October – Planning Board and Zoning Commission

It is recommended that Council be prepared to appoint (5) five individuals to fill the expired terms at the November Council meeting.

**(9) Memo 18-74 – Appointment for October –
Redevelopment Commission**

It is recommended that Council be prepared to appoint an individual to fill the expired (5) five year term at the November Council meeting.

9. OTHER REPORTS

A. Town Manager

Troy Lewis informed Council that Town Hall would be closed on Monday, November 12, 2018 in observance of Veteran's Day, which is the day of the November Council meeting. He asked if Council would like to hold the meeting as scheduled or reschedule due to the holiday. Councilmember Bynum made a motion, which was seconded by Councilman Taylor and passed unanimously, that Council hold the meeting on Tuesday, November 13, 2018.

B. Town Attorney

None.

C. Council Members

Ward 1 – Councilman Woodard – thanked Troy Lewis and staff for working well to accommodate Council's requests.

Ward 2 - Councilman Taylor – none.

Ward 3 – Councilman Burnette – none.

Ward 4 – Councilman Brown – thanked Judith Moss for her involvement with the Tarboro Police Department and community watch group.

Ward 5 – Councilman Jenkins – acknowledged an ongoing problem with raccoons, Animal Control was directed to handle the issue.

Ward 6 – Councilmember Jordan – requested that the Code Enforcement Officer notify local realtors to keep vacant properties secure to avoid houses being used for drug activities.

Ward 7 – Councilmember Bynum – thanked Judith Moss for her involvement with the Tarboro Police Department and community watch group.

Ward 8 - Councilman Shepheard – requested an update on the Code Enforcement Officer, the part-time Building Inspector and the Rotary Club's tree project.

10. ADJOURNMENT

Councilman Woodard made a motion, which was seconded by Councilmember Jordan and passed unanimously, that the meeting be adjourned.

Joe Pitt, Mayor

Leslie M. Lunsford, Town Clerk

TOWN OF TARBORO, NORTH CAROLINA
SCHEDULE OF 2018 TAX LEVY
Adjusted as of October 8, 2018

VALUATIONS

	Real	Personal	Public Service Companies	Dog Tax	GAP	Total
Initial Billing September 10, 2018	582,086,207	207,986,868	0	0	6,834,782	796,907,857
After list: 1 - 4	0	314,761	0	0	0	314,761
Less Releases: 1 - 13	(286,387)	(505,876)	0	0	0	(792,263)
Balance as of October 8, 2018	581,799,820	207,795,753	0	0	6,834,782	796,430,355

TAX CALCULATIONS

	Real, Personal, & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Dog Tax	GAP	Total
Initial Billing September 10, 2018	3,239,300.26	10,246.00	0.00	885.00	7,612.58	3,258,043.84
After list: 1 - 4	1,290.51	454.13	0.00	0.00	0.00	1,744.64
Less Releases: 1 - 13	(3,248.28)	(9.54)	0.00	(3.00)	0.00	(3,260.82)
Balance as of October 8, 2018	3,237,342.49	10,690.59	0.00	8,494.58	7,612.58	3,256,527.66

ITEMIZED RELEASES

Rel. No.	Name/Description	Acct. No.	Real, Personal & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Dog Tax	GAP	Total
1	Cannon Financial Services, Inc Listed in error	4878	21.86	0.00	0.00	0.00	0.00	21.86
2	Calhoun Enterprises Inc Not in City Limits	7152	2.66	0.00	0.00	0.00	0.00	2.66
3	Earthleen Hinton Mobile Home listed in error	7120	27.31	2.73	0.00	0.00	0.00	30.04
4	WW Grainger, Inc Filed Timely	6259	0.00	2.40	0.00	0.00	0.00	2.40
5	David Anthony Davis Not in City Limits	4829	36.20	3.62	0.00	3.00	0.00	42.82
6	Manufacturer Services/Wells Fargo Equipment disposed in 2017	1252	33.58	0.00	0.00	0.00	0.00	33.58
7	New Bakery Co of Ohio, Inc Double Listed/Name Change	1259	7.86	0.79	0.00	0.00	0.00	8.65
8	Joseph L Dupree Not Located Inside City Limits	6978	5.33	0.00	0.00	0.00	0.00	5.33
9	Hilma LLC Structure Demolished in 2017 4728-83-6698-00	2735	226.25	0.00	0.00	0.00	0.00	226.25
10	Hilma LLC Structure Demo/Land Value Error 4728-84-9123-00	7014	809.05	0.00	0.00	0.00	0.00	809.05
11	Ruby Keene OA Exemption signed late 4728-68-8599-00	1721	138.89	0.00	0.00	0.00	0.00	138.89
12	Bank of America Leasing & Capital Equipment disposed in 2017	4227	1,835.44	0.00	0.00	0.00	0.00	1,835.44
13	State Employees' Credit Union Listing Error	3930	103.85	0.00	0.00	0.00	0.00	103.85
Total Releases			3,248.28	9.54	0.00	3.00	0.00	3,260.82



**A RESOLUTION PERMITTING THE SALE OF ALCOHOL
FOR A BEER FESTIVAL TO BE HELD AT RIVERFRONT PARK**

THE TOWN COUNCIL OF THE TOWN OF TARBORO RESOLVES:

WHEREAS, Inez Ribustello of Tarboro Brewing Company has requested that the Town of Tarboro co-sponsor a beer festival on Town-owned property; and

WHEREAS, the Town Council of the Town of Tarboro has a desire to support events in the Town that attract visitors and provide entertainment for residents; and

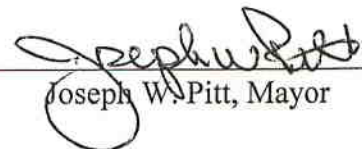
WHEREAS, the Town Council of the Town of Tarboro acknowledges its citizens realize a social and economic benefit from holding such events; and

WHEREAS, the Town Council of the Town of Tarboro acknowledges the proposed area to be utilized for the sale and consumption of alcohol will be limited to Riverfront Park, which will be closed off for this event; and

WHEREAS, the Town Council of the Town of Tarboro acknowledges that a third-party vendor will secure all required permits for the sale of alcohol,

NOW THEREFORE, Town Council of the Town of Tarboro Resolves:

That alcohol is permitted to be sold and consumed during a beer festival to be held from 12:00 PM until 5:00 PM on November 11, 2018 at Riverfront Park.



Joseph W. Pitt, Mayor

<u>Prop/Parcel</u>	<u>Owner Name</u>	<u>Tax Prin Balance</u>
170191	ALMARAZ, OMAR	4.20
152293	AVENT, STEVEN	2.10
145341	CABRERA, MARIA	15.08
102928	CARNEY, ALTON RAY	1.95
121560	FERRELL REALTY LLC	13.31
122162	GARCIA, MARIA	4.54
149916	GARCIA, SOCORRO	7.01
164331	GREEN, RANDY	3.24
170789	GRINDHOUSE TATOO AND BOD	95.30
170209	LOPEZ, CECILIA	4.20
170211	LOZANO, OCTAVIO	7.01
145792	MEDINA, ELVIA	44.77
170791	MERCI	35.91
123556	MILES, VIRGINIA	14.95
168049	MYRICK'S BACKYARD BBQ	28.01
134678	ORTIZ, JUAN MANUEL SILVA	4.20
100691	SHARPE, JAMES JACKSON	4.20
148960	THORNE, JULIUS EARL	1.24
151034	TOTAL LOOK HAIR SALON	27.72
167302	WEBB, LARRY ROBERT JR	4.20
127340	ZAIAS, MARTIN	4.20
114087	AUTOMATIC BANKCARD SERVICES IN	16.59
142707	BATTLE, JERRY EARL	1.95
59795	BIDDLE, KEVIN C	13.69
31724	BULLOCK, THRESIA DELOIS	7.60
154806	BURGESS, CHRISTOPHER ERIC	2.10
104736	CASTILLO, AQUILEO	7.22
83547	COLONIAL PLAZA ASSOCIATE	10.58
126860	CRESPO, GURILLERNO	17.18
96403	ESPINOZA, JOSE ANTONIO SALAZAR	9.41
95221	GARCIA, JORGE	6.22
89242	GONZALEZ, FLORENCIO	26.12
80655	HENDERSON C H & SONS	5.84
12834	HENDERSON, C H, JR	6.76
123974	LANGLEY, WILLIAM L	1.95
126926	LEWIS, WILLIAM	1.95
106890	MOWERS, JASON L	1.85
126905	ORTIZ-CORDOVA, FERNEL ADAN	12.01
138827	OWENS, BRENDA C	3.36
98387	RAUDA, VICTOR MANUEL	13.73
97554	SAGRERO, BLANCA ESTELA	6.51
95348	SANCHEZ, JOSE BENTURA	4.20
136900	SMITH, LARRY VAN	8.65
98941	SPRINT UNITED MANAGEMENT	4.41
48603	SPRINT UNITED MANAGEMENT	13.06
142646	TORRES, RODRIGO	9.58
130574	VAZQUEZ, YOLANDA	4.96

Total**\$540.62**



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

Subject: Resolution - Model Food System Plan

Date: 11/13/2018

Memo Number: 18-77

Reverend Richard Joyner of the Conetoe Family Life Center and other local leaders are proposing a collaboration between Nash and Edgecombe County and Municipal Governments to improve access to fresh produce and foods in under-served communities. The Town of Tarboro has been asked to support this endeavor with the adoption of the attached Resolution recognizing the need to create and implement a well-coordinated strategy to accomplish the same.

Therefore, it is recommended Council adopt the attached resolution supporting the development of a municipal model food system plan and implementation to increase access to fresh produce and foods in under-served communities.

ATTACHMENTS:

Description	Upload Date	Type
Resolution Approving the Development of a Model Food System Plan	10/30/2018	Resolution Letter

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TARBORO
APPROVING THE DEVELOPMENT OF A MUNICIPAL MODEL FOOD SYSTEM
PLAN AND IMPLEMENTATION TO INCREASE ACCESS TO FRESH PRODUCE
AND FOODS IN UNDERSERVED COMMUNITIES AND PROMOTE ECONOMIC
DEVELOPMENT OPPORTUNITIES**

WHEREAS, food security is a necessity of life, recognized as a condition in which all community residents must be able to obtain a safe, culturally acceptable, nutritionally adequate diet through a sustainable food system that maximizes community self-reliance and self-justice; and

WHEREAS, the Town of Tarboro has limited access to fresh, healthy foods within reasonable distance in several of its underserved communities; and

WHEREAS, the availability of nutritious food for all citizens is essential to the health and well-being of the community, and local government has a proper role to play in ensuring that all citizens have access to an adequate and nutritious food supply; and

WHEREAS, the Town of Tarboro has dedicated leaders, community advocates, farmers, and volunteers working to improve health outcomes and access to quality, affordable, and locally-grown foods; and

WHEREAS, a lack of grocery stores in distressed neighborhoods may inhibit the Town's ability to apply for state or federal incentives to support new housing development in those areas; and

WHEREAS, fresh, local, and equitable food initiatives create diverse economic opportunities through community engagement, job creation, entrepreneurship, small business development, enhanced food production, poverty reduction and improved health outcomes; and

WHEREAS, the development and implementation of this Municipal Model Food System is in collaboration and partnership with the Town of Tarboro, the City of Rocky Mount, the Town of Conetoe, Nash and Edgecombe Counties.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Tarboro hereby establishes a model food system and recognizes its need for creating and implementing a well-coordinated strategy for enhancing the growth and availability of fresh foods in distressed communities throughout the Town of Tarboro.

Adopted this 13th day of November, 2018.

Joseph W. Pitt, Mayor

Attest:

Leslie M. Lunsford, Town Clerk



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

Subject: Budget Amendment - Collection of Delinquent Taxes and Liens

Date: 11/13/2018

Memo Number: 18-78

The Town of Tarboro Revenue Office continuously strives to collect delinquent taxes, weed liens, and demolition liens. In certain instances, these efforts incur costs outside of the normal daily operations of the department. In order to allow the Collector of Revenue to utilize all methods available to her in accordance with NC General Statutes, up to and including foreclosure, funds need to be budgeted to allow for such expenditures.

It is recommended that Council approve the attached budget resolution.

ATTACHMENTS:

Description

[Budget Resolution - Delinquent Collections](#)

Upload Date

11/7/2018

Type

Resolution Letter

BUDGET RESOLUTION

TOWN COUNCIL OF THE TOWN OF TARBORO

November 13, 2018

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the 2018-2019 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>
REVENUES - GENERAL FUND					
10-3990-0100	FUND BALANCE APPROPRIATED	458,642	+	5,000	463,642
EXPENDITURES - GENERAL FUND					
10-4140-4400	DELINQUENT COLLECTIONS	-	+	5,000	5,000

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



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

Subject: Budget Amendment - Wyatt Fountain Repair

Date: 11/13/2018

Memo Number: 18-79

Originally dedicated in 1910, the Henry Lawson Wyatt Memorial Fountain located on the Town Common is currently in need of repair. Funded in part by generous donations from a member of the community, such repairs have been scheduled to take place over the winter. In order to carryout these repairs, a budget amendment is necessary to allow for the expenditure of funds received.

It is recommended that Council approve the attached budget resolution.

ATTACHMENTS:

Description

[Budget Resolution - Wyatt Fountain](#)

Upload Date

11/6/2018

Type

Budget Amendment

BUDGET RESOLUTION

TOWN COUNCIL OF THE TOWN OF TARBORO

November 13, 2018

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the 2018-2019 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>
REVENUES - GENERAL FUND					
10-3950-0200	CHARITABLE DONATIONS	0	+	20,000	20,000
EXPENDITURES - GENERAL FUND					
10-4260-7300	CAPITAL OUTLAY - IMPROVEMENTS	185,000	+	20,000	205,000

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



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

Subject: Budget Amendment - Emergency Telephone (911) Fund

Date: 11/13/2018

Memo Number: 18-80

The Town of Tarboro receives an annual allocation from the North Carolina 911 Fund, an interest-bearing special revenue fund within the State treasury. One twelfth of this allocation is disbursed each month, and these funds are restricted in their use. The total allocation is based upon the spending average for the previous three years as well as the current fund balance.

Since the beginning of the 2018-2019 fiscal year, the Tarboro Police-Fire Communications Center has encountered unexpected maintenance service fees related to emergency telephone upgrades completed during the 2014-2015 fiscal year. In order to offset these costs and help ensure future annual allocations remain consistent, it is necessary to amend the Emergency Telephone Fund.

It is recommended that Council approve the attached budget resolution.

ATTACHMENTS:

Description

[Budget Resolution - E-911](#)

Upload Date

11/7/2018

Type

Budget Amendment

BUDGET RESOLUTION

TOWN COUNCIL OF THE TOWN OF TARBORO

November 13, 2018

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the 2018-2019 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>
REVENUES - GENERAL FUND					
21-3990-0100	FUND BALANCE APPROPRIATED	69,774	+	35,000	104,774
EXPENDITURES - GENERAL FUND					
21-4315-4500	CONTRACTED SERVICES	-	+	35,000	35,000

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



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

Subject: CenturyLink Easement Extension Agreement

Date: 11/13/2018

Memo Number: 18-81

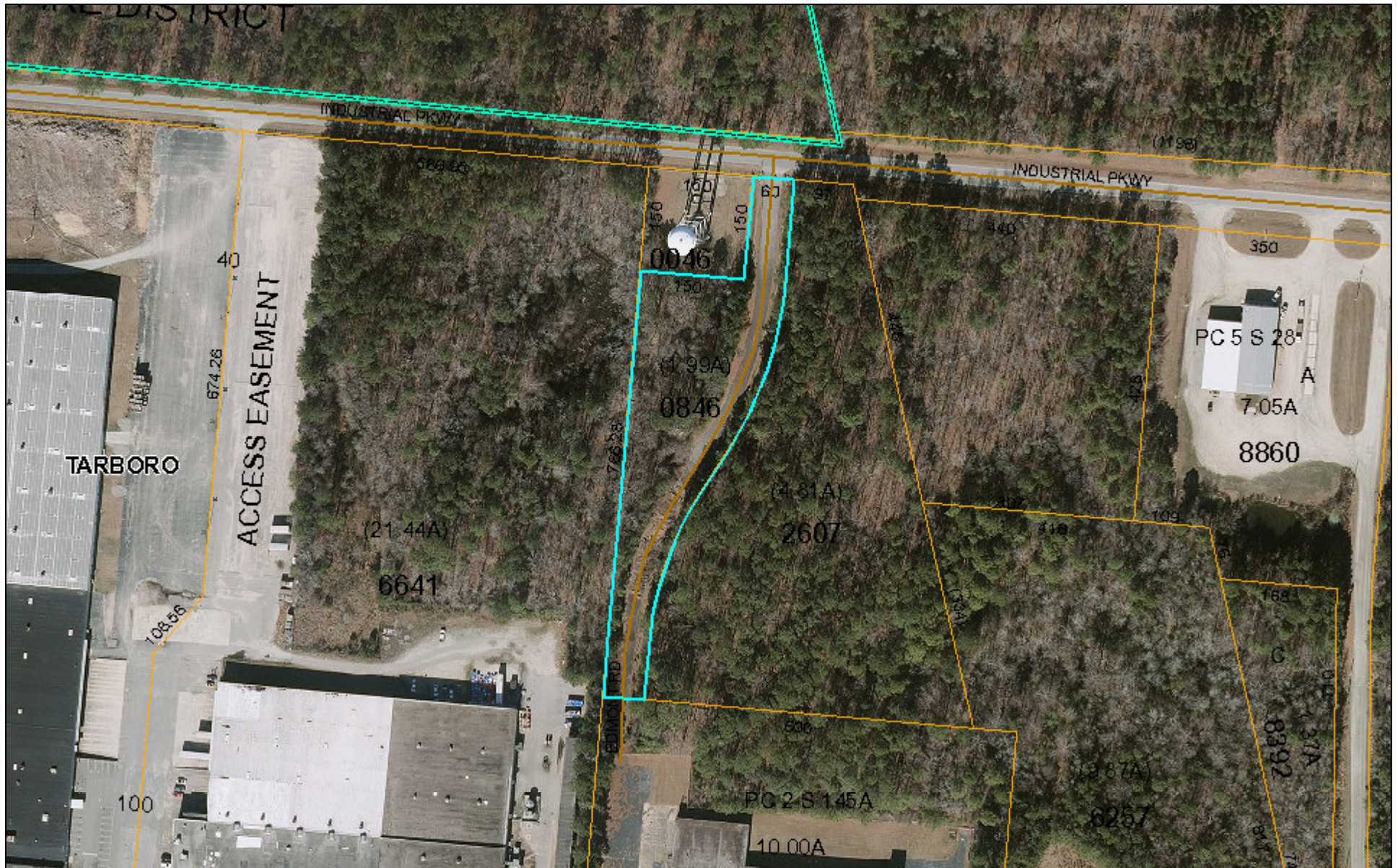
Since 1998, The Town of Tarboro has had an easement agreement with CenturyLink to allow phone equipment on Town-owned property adjacent to Edmont Road. Since that time, the Town has renewed the agreement for subsequent 10-year periods at an annual price of \$500. CenturyLink has requested that the lease be renewed for an additional 10-year period, per the provisions of the original easement agreement.

It is recommended that Council authorize the execution of a Utility Easement Extension Agreement with CenturyLink to occupy Town-owned property on Edmont Road for an additional 10-years.

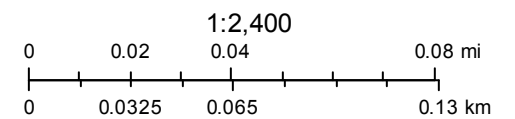
ATTACHMENTS:

Description	Upload Date	Type
Town Property - Easement Area	11/6/2018	Cover Memo
Utility Easement Extension Agreement	11/6/2018	Backup Material
CenturyLink Utility Extension Agreement	11/7/2018	Cover Memo

Edgecombe County



November 6, 2018





Zach Palmer
Real Estate Consultant
809 Silver Linden Lane
Wake Forest, NC 27587
919-435-7206

June 25, 2018

Town of Tarboro
P.O. Box 220
Tarboro, NC 27886-0221

Re: Utility Easement Extension Agreement
106 Edmont Road.
900 sq. ft. facility easement & access easement leased on October 26, 1998 Edgecombe
County, NC

Dear Mr. Lewis:

Carolina Telephone and Telegraph Company, LLC d/b/a CenturyLink currently has a lease at the above property and it will expire on October 25, 2018. As stated in the original Utility Easement "this utility easement shall be renewable in successive ten (10) year periods in the event that GRANTOR determines that the property will not be needed by the GRANTOR during each renewal term". CenturyLink would like to acquire rights for an additional ten (10) year period for the existing site located at 106 Edmont Road to continue service to the Edmont Road and Industrial Parkway area.

I have included with this letter a copy of the original utility easement and the utility easement extension agreement for your review.

If you would please, contact me at your earliest convenience to discuss the new terms. Please see my contact information below.

Respectfully,

A handwritten signature in black ink, appearing to read "Zach Palmer", written over a horizontal line.

Zach Palmer

Right-of-Way Agent

CenturyLink

Voice: 919-435-7206

Mobile: 321-917-7933

Email: zachary.palmer@centurylink.com

809 Silver Linden Lane,
Wake Forest, NC 27587

UTILITY EASEMENT EXTENSION AGREEMENT

This UTILITY EASEMENT EXTENSION AGREEMENT ("Agreement") is entered into as of the "Effective Date" (as defined in Section 4) by and between Town of Tarboro, North Carolina ("Grantor"), and Carolina Telephone and Telegraph Company LLC dba Embarq f/k/a Carolina Telephone and Telegraph Company ("Grantee").

BACKGROUND

- A. Grantee is the holder of an utility easement pursuant to that certain Utility Easement dated October 26, 1998 ("Easement Agreement") recorded in Book 1230, Page 924 in the Official Records of Edgecombe County, North Carolina.
- B. The term of the Easement Agreement expires on October 25, 2008.
- C. The term of the Easement Agreement is renewable in successive ten year periods as more particularly set forth in the Easement Agreement.

In consideration of the following terms, agreements and conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor and Grantee, the parties agree to amend and modify the Easement Agreement as follows:

- 1. Term. The term of the Easement Agreement is hereby extended and will expire on October 25, 2018 ("Extended Term").
- 2. Consideration. As consideration for the rights extended to Grantee hereunder, Grantee agrees to pay to Grantor \$500.00 per year to be paid on or before October 26th of each year of Extended Term.
- 3. Notices are to be sent by the Grantor to the Grantee by mailing same to the Grantee at the following address:

Carolina Telephone and Telegraph Company LLC
600 New Century Parkway
KSNCAA0133-RETA600
New Century, KS 66031

- 4. Except as amended by this Agreement, the Easement Agreement remains in full force and effect and is restated, ratified and confirmed in accordance with its original terms. In the event of a conflict between the terms and conditions of the Easement Agreement and those of this Agreement, the terms and conditions of this Agreement will control. The Effective Date of this Agreement is the date this Agreement is last signed by the parties where indicated below.

ALN 15434

GRANTOR:

TOWN OF TARBORO
NORTH CAROLINA

GRANTEE:

CAROLINA TELEPHONE AND
TELEGRAPH COMPANY LLC

BY: Donald A. Morris

PRINTED NAME: Donald A. Morris

TITLE: Mayor

DATE: 7-14-08

BY: Monica A. Megyesi

PRINTED NAME: Monica A. Megyesi

TITLE: Real Estate Manager III

DATE: 08/04/2008

State of NORTH CAROLINA)

County of EDGECOMBE)

BE IT REMEMBERED, that on this 14th day of July, 2008, before me, a Notary Public in and for said County and State, came Donald A. Morris who is the Mayor of Town of Tarboro, who is personally known to me to be the same person who signed the herein instrument, and such person duly acknowledged the signing of the same to be their free act and deed on behalf of the company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Pamela B. Pate
Notary Public

My commission expires:

2-23-2010

STATE OF North Carolina)
)
COUNTY OF Wake)

BE IT REMEMBERED, that on this 4 day of August, 2008, before me, a Notary Public in and for said County and State, came Monica A. Megyesi, who is the Real Estate Mgr III of Carolina Telephone and Telegraph Company LLC d/b/a Embarq, who is personally known to me to be the same person who signed the herein instrument, and such person duly acknowledged the signing of the same to be their free act and deed on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed my official seal the day and year last above written.

Sharon DeBe
Notary Public

My commission expires:

3/13/2010



* Return to: SPRINT
2313 Executive Park Cir.
Greenville, NC 27834
BOOK 1238 PAGE 0924
ARN 15#34

STATE OF NORTH CAROLINA
COUNTY OF EDGECOMBE

UTILITY EASEMENT

This **UTILITY EASEMENT** is made and entered into this 26th day of October, 1998, by and between **TOWN OF TARBORO**, a Municipal Corporation created and existing under and by virtue of the laws of the State of North Carolina (herein called **GRANTOR**), and Carolina Telephone and Telegraph Company, a North Carolina Corporation with offices located at 14111 Capital Boulevard, Wake Forest, Franklin County, North Carolina (herein called **GRANTEE**).

For value received, in full payment of the rights and privileges herein granted, **GRANTOR** hereby grants and conveys unto **GRANTEE**, it's licensees, successors and assigns, subject to the terms and conditions herein stated, a right of way and easement over, under and upon certain lands of **GRANTOR**, being a portion of the same land conveyed to **GRANTOR** by deed recorded in Book 1107, Page 502, Edgecombe County Registry, said easement being for a parcel of land more particularly described on "Exhibit A" upon which **GRANTEE** may construct and maintain weatherproof cabinet(s) for housing telephone equipment used in connection with providing telephone service. The foregoing easement includes the right to make future additions, replacements or rearrangements of facilities upon the easement property, and the right to construct, operate and maintain such wires, cables, anchors, pedestals, or other fixtures **GRANTEE** deems necessary for efficient use of the weatherproof cabinet(s) for providing telephone service.

The term of said easement and right-of-way shall be for a period of ten (10) years commencing upon execution of this utility easement. This utility easement shall be renewable in successive ten (10) year periods in the event that **GRANTOR** determines that the property will not be needed by **GRANTOR** during each renewal term.

GRANTEE shall have the right to keep the easement, right-of-way and facilities free from trees and foliage.

GRANTOR covenants with the GRANTEE that GRANTOR is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and is free and clear of all encumbrances, and that GRANTOR will warrant and defend the title against the lawful claims of all persons whomsoever.

A plat of the parcel of land included in the foregoing easement and right-of-way is attached as "Exhibit A-1", and is made a part hereof.

IN WITNESS WHEREOF, the GRANTOR, The Town of Tarboro has authorized and caused this Utility Easement to be executed in its name by its MAYOR and attested by its Town Clerk and its official seal duly affixed hereto, all by the authority of the resolution heretofore set forth, the day and year first above written.

GRANTOR:

TOWN OF TARBORO

Donald A. Morris
DONALD A. MORRIS, Mayor

ATTEST:

William L. Corbett
WILLIAM L. CORBETT, Town Clerk

(Official Seal of the
Town of Tarboro)

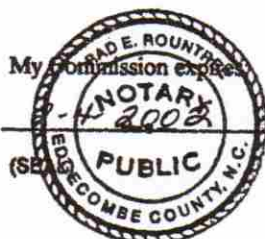
STATE OF NORTH CAROLINA

COUNTY OF EDGEcombe

I, RAD E. ROUNTREE, A Notary Public of the County and State aforesaid, do hereby certify that, William L. Corbett, Town Clerk, personally appeared before me this day and acknowledged that Donald A. Morris is the Mayor of the Town of Tarboro, a Municipal Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Mayor Donald A. Morris, sealed with its Corporate seal and attested by ~~himself~~ Town Clerk.

Witness my hand and notarial seal, this the 26TH day OCTOBER, 1998.

Rad E. Rountree
Notary Public



Easement Description

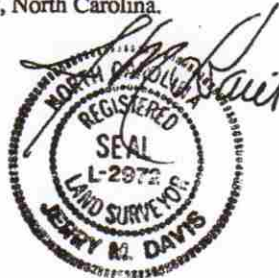
July 18, 1998

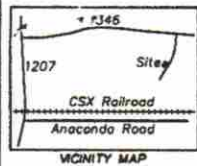
A certain tract or parcel of land containing 900 square feet, lying and being in the Town of Tarboro, Number 1 Township, Edgecombe County, North Carolina, bounded on the east by the western right of way of Edmont Road, on the north, west and south by the Town of Tarboro, North Carolina, (Deed Book 1107, Page 502), and being more particularly described as follows:

Commencing at an existing iron pipe stake at the intersection of the western right of way of Edmont Road with the southern right of way of Industrial Parkway, (State Road 1346); Thence in a southerly direction with the western right of way of Edmont Road, South 05 degrees 00 minutes West, 149.89 feet to an existing iron pipe stake in the western right of way of Edmont Road, said iron pipe stake marking the beginning of a curve to the right with a radius of 470.00 feet, a delta angle of 28 degrees 03 minutes 39 seconds; Thence continuing in a southerly direction with the western right of way of Edmont Road and the above mentioned curve, a chord bearing of South 19 degrees 02 minutes West, a chord distance of 227.89 feet to a new iron pipe stake in the western right of way of Edmont Road, said iron pipe stake marking the end of the above mentioned curve, THE POINT OF BEGINNING; Thence from the established POINT OF BEGINNING in a southerly direction with the western right of way of Edmont Road, South 33 degrees 04 minutes West, 30.00 feet to a new iron pipe stake in the western right of way of Edmont Road; Thence leaving the western right of way of Edmont Road in a westerly direction, North 56 degrees 56 minutes West, 30.00 feet to a new iron pipe stake; Thence in a northerly direction, North 33 degrees 04 minutes East, 30.00 feet to a new iron pipe stake; Thence in an easterly direction, South 56 degrees 56 minutes East, 30.00 feet to a new iron pipe stake in the western right of way of Edmont Road, THE POINT OF BEGINNING, containing 900 square feet as calculated by the Coordinate Method according to a survey entitled, "Map of Easement Property for Carolina Telephone and Telegraph Company," by Jerry M. Davis, RLS, dated July 18, 1998, using North Carolina Grid Meridian obtained from Solar Observations, and being the parcel marked EASEMENT on the survey, and being a small portion of the property conveyed to the Town of Tarboro, by Joseph C. Powell and wife, Elizabeth W. Powell and Mary C. Powell, by deed dated July 28, 1993, recorded in Deed Book 1107, Page 502, Edgecombe County Registry, North Carolina.

The grantors also convey an easement on any rights they may have in the following described portion of the right of way of Edmont Road:

Commencing at an existing iron pipe stake at the intersection of the western right of way of Edmont Road with the southern right of way of Industrial Parkway, (State Road 1346); Thence in a southerly direction with the western right of way of Edmont Road, South 05 degrees 00 minutes West, 149.89 feet to an existing iron pipe stake in the western right of way of Edmont Road, said iron pipe stake marking the beginning of a curve to the right with a radius of 470.00 feet, a delta angle of 28 degrees 03 minutes 39 seconds; Thence continuing in a southerly direction with the western right of way of Edmont Road and the above mentioned curve, a chord bearing of South 19 degrees 02 minutes West, a chord distance of 227.89 feet to a new iron pipe stake in the western right of way of Edmont Road, said iron pipe stake marking the end of the above mentioned curve, THE POINT OF BEGINNING; Thence from the established POINT OF BEGINNING in a southerly direction with the western right of way of Edmont Road, South 33 degrees 04 minutes West, 30.00 feet to a new iron pipe stake in the western right of way of Edmont Road; Thence leaving the western right of way of Edmont Road in an easterly direction, South 56 degrees 56 minutes East, 30.00 feet to a new PK nail in the center of Edmont Road; Thence in a northerly direction with the center of Edmont Road, North 33 degrees 04 minutes East, 30.00 feet to a new PK nail in the center of Edmont Road; Thence leaving the center of Edmont Road in a westerly direction, North 56 degrees 56 minutes West, 30.00 feet to a new iron pipe stake in the western right of way of Edmont Road, THE POINT OF BEGINNING, containing 900 square feet as calculated by the Coordinate Method according to a survey entitled, "Map of Easement Property for Carolina Telephone and Telegraph Company," by Jerry M. Davis, RLS, dated July 18, 1998, using North Carolina Grid Meridian obtained from Solar Observations, and being the parcel marked ACCESS EASEMENT on the survey, and being a small portion of the property conveyed to the Town of Tarboro, by Joseph C. Powell and wife, Elizabeth W. Powell and Mary C. Powell, by deed dated July 28, 1993, recorded in Deed Book 1107, Page 502, Edgecombe County Registry, North Carolina.





SR-1346 INDUSTRIAL PARKWAY

60' Right of Way

Map References:
Town of Tarboro Water Tank Site, Tarboro Industrial Park, by The Wooten Company, dated May 6, 1989, recorded in Deed Book 1031, Page 277.

Survey for Town of Tarboro, J.C. Powell & Mary C. Powell property, by Kenneth D. Talbot, dated July 28, 1993, recorded in Deed Book 1107, Page 564.

Survey for J.C. Powell Estate, by Kenneth D. Talbot, dated January 14, 1994, recorded in Plat Cabinet 3, Slide 198B.

Survey for Ansell-Edmont Industrial, Inc., by Kenneth D. Talbot, dated March 23, 1989, recorded in Plat Cabinet 2, Slide 145A.



Tarboro Properties, LTD.
Deed Book 1137, Page 131

LEGEND:

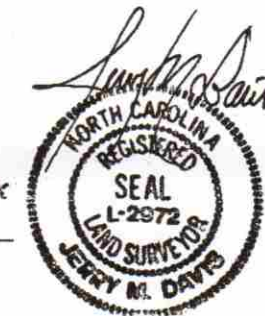
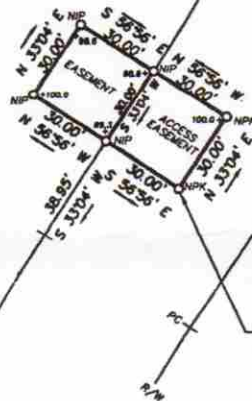
- EIP EXISTING IRON PIPE
- NIP NEW IRON PIPE
- NPK NEW PK NAIL
- R/W RIGHT OF WAY
- PC POINT OF CURVE
- PT POINT OF TANGENT
- +99.9 SPOT ELEVATION

NOTES:

Geographic Position from a LORAN "C" fix:
Latitude North 35° 54' 53.5"
Longitude West 77° 35' 05.8"

Area calculated by the Coordinate Method:
Easement 900 square feet
Access Easement 900 square feet

Being a small portion of the property conveyed to Town of Tarboro, by Joseph C. Powell and wife, Elizabeth W. Powell, and Mary C. Powell, by deed dated July 28, 1993, recorded in Deed Book 1107, Page 502, Edgecombe County, North Carolina.



MAP OF EASEMENT PROPERTY FOR

CAROLINA TELEPHONE AND TELEGRAPH COMPANY

Tarboro, Number 1 Township, Edgecombe County, NC

Scale: 1"=50.00'

July 18, 1998

Survey By Jerry M. Davis, Rocky Mount, NC

BOOK 1230 PAGE 0928

CERTIFICATIONS:

I, JERRY M. DAVIS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DESCRIPTION RECORDED IN DEED BOOK 1107, PAGE 502), THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION SHOWN ON THE FACE OF THIS PLAT, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS NOT PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE
6669, A.D. 1998



Jerry M. Davis
 SURVEYOR
 L-2972, REGISTRATION NUMBER

G.S. 47-30 f(11 d)
 I, JERRY M. DAVIS, REGISTERED LAND SURVEYOR, CERTIFY THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, (EASEMENT PROPERTY), EXCEPTED FROM THE DEFINITION OF SUBDIVISION.

Jerry M. Davis
 JERRY M. DAVIS
 REGISTERED LAND SURVEYOR
 L-2972, REGISTRATION NUMBER

State of North Carolina

Gov. James Review Officer of Edgecombe County
 certify that the map or plat to which certification is affixed
 meets all statutory requirements for recording.

11/17/98
 Date

Jim Rountree
 Review Officer

NORTH CAROLINA, EDGECOMBE COUNTY
 The foregoing certificate(s) of Ad E. Brantlee

A Notary Public, is (are) certified to be correct. This instrument
 was presented for registration and recorded in this office in
 Book 1230 Page 924 This 17 day
 of November 1998 at 12:30 o'clock
P.M.

Judy W. Cole
 Register of Deeds
By: Deborah H. Jernigan Deputy

MAP OF EASEMENT PROPERTY FOR**CAROLINA TELEPHONE AND TELEGRAPH COMPANY**

Tarboro, Number 1 Township, Edgecombe County, NC

Scale: 1"=50.00'

July 18, 1998

Survey By Jerry M. Davis, Rocky Mount, NC

12:30 pm
 1600
 Top 4000 - Sprint
 Page 2 of 2

UTILITY EASEMENT EXTENSION AGREEMENT

THIS UTILITY EASEMENT EXTENSION AGREEMENT ("Agreement") is entered into as of the "Effective Date" (as defined in Section 4) by and between Town of Tarboro, North Carolina ("Grantor") and Carolina Telephone and Telegraph Company LLC dba CenturyLink f/k/a Carolina Telephone and Telegraph Company ("Grantee").

BACKGROUND

- A. Grantee is the holder of a utility easement pursuant to that certain Utility Easement dated October 26, 1989 ("Easement Agreement") recorded in Book 1230, Page 924 in the Official Records of Edgecombe County, North Carolina and an Utility Easement Extension Agreement dated August 4, 2008.
- B. The terms of the Utility Easement Extension Agreement will expire on October 25, 2018.
- C. The Term of the Easement is renewable in successive ten-year periods as more particularly set forth in the Easement Agreement

In consideration of the following terms, agreement and conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor and Grantee, the parties agree to amend and modify the Easement Agreement as follows:

AGREEMENT

- 1. Term. The term of the Easement Agreement is hereby extended and will expire on October 25, 2028 ("Extended Term").
- 2. Consideration. As consideration for the rights extended to the Grantee hereunder, Grantee agrees to pay Grantor \$500.00 per year to be paid on or before October 26, of each year of the Extended Term
- 3. Notices are to be sent by the Grantor to the Grantee by mailing same to the Grantee at the following address:

CenturyLink
100 CenturyLink Drive
Monroe, LA 71203
Attn: Network Real Estate
- 4. Except as amended by this Agreement, the Easement Agreement will remain in full force and effect and is hereby restated, ratified, and confirmed in accordance with its original terms. In the event of a conflict between the terms and conditions of the Easement Agreement and those of this Agreement, the terms and conditions of this Agreement will control.

The Effective Date of this Agreement is October 26, 2018

GRANTOR:
TOWN OF TARBORO, NORTH CAROLINA

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

GRANTEE:
CAROLINA TELEPHONE AND TELEGRAPH
COMPANY LLC

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

STATE OF NORTH CAROLINA
COUNTY OF EDGECOMBE

BE IT REMEMBERED, that on this ____ day of _____, 2018, before me, a Notary Public in and for said County and State, came _____, who is the _____ of the Town of Tarboro, who is personally known to me to be the same person who signed the herein instrument, and such person duly acknowledged the signing of the same to be their free act and deed of behalf of the Town of Tarboro.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 2018, before me, a Notary Public in and foresaid County and State, came _____, who is the _____ of CAROLINA TELEPHONE AND TELEGRAPG LLC d/b/a CENTURYLINK, who is personally known to me to be the same person who signed the herein instrument, and such person duly acknowledged the signing of the same to be their free act and deed on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My commission expires:



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: HMGP Appraisal Services Selection

Date: 11/13/2018

Memo Number: 18-82

The Town of Tarboro has received award of FY18 Hazard Mitigation Grant Funding (HMGP) funds to elevate seven and acquire/demolish seven residential structures. In August and September of 2018, we solicited proposals from several firms to provide the required appraisal services required to implement this program. The initial request only generated one response. In order to comply with the Town's adopted procurement policy a second request was made on October 1, 2018. Holland Consulting Planning has reviewed all four proposals received and is providing the board with the following recommendation for contract award.

Appraisal Services (required for all units scheduled for acquisition under the Hurricane Matthew Program)

Proposals were received from:

- East Pointe Services, LLC – Scotland Neck NC
- Amazing Grace Appraisals, LLC – Jackson NC
- Andy Piner & Associates, LLC – Greenville NC
- Stronach Commercial Appraisal Services, Inc. – Wilson NC

Although all four firms are well qualified, cost-effective and have experience in the Region, Stronach Commercial Appraisal Services appears to be the firm with the most local experience and knowledge. In addition, they are proposing the best fee associated with both new appraisals, as well as review appraisals that may be required within the scope of the project. We recommend award of the HMGP Surveying Services Contract to **Stronach Commercial Appraisal Services, Inc.** based on combined cost, project related knowledge, and responsiveness.

It is recommended that Council approve execution of a standard HMGP Professional Services Contract for Appraisal Services with the recommended firm in order to move forward with the Town of Tarboro Hurricane Matthew HMGP Program.



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

Subject: Stormwater Utility Fees

Date: 11/13/2018

Memo Number: 18-83

Based on a complaint from a local business owner, Council requested a review of the recently implemented Tarboro Stormwater Utility and the fees associated with the program. For Council's review, attached is a summary of revenues and expenditures to date.

It is recommended that Council provide guidance to Staff as to how the program will proceed.

ATTACHMENTS:

Description	Upload Date	Type
Stormwater Utility YTD Activity	11/7/2018	Cover Memo

Stormwater Utility
YTD Activity
July - October 2018

	July	August	September	October	YTD
Billed	-	49,629.00	49,023.00	46,557.00	145,209.00
Collected	-	18,043.45	46,256.72	33,591.74	97,891.91
A/R at Month End*	\$ -	\$ 31,585.55	\$ 34,351.83	\$ 47,317.09	\$ 47,317.09
Total Revenue	-	49,629.00	49,023.00	46,557.00	145,209.00
Personnel					
FICA	157.32	157.32	157.32	157.32	629.28
Insurance	645.80	645.80	645.80	645.80	2,583.20
Retirement	285.46	285.46	285.46	285.46	1,141.84
Salaries & Wages	2,065.60	2,065.60	2,065.60	2,065.60	8,262.40
Total Personnel	\$ 3,154.18	\$ 3,154.18	\$ 3,154.18	\$ 3,154.18	\$ 12,616.72
Administrative	\$ 1,025.00	\$ 1,025.00	\$ 1,025.00	\$ 1,025.00	\$ 4,100.00
Operations	\$ 2,036.04	\$ 2,552.81	\$ 781.99	\$ 2,824.95	\$ 8,195.79
Stormwater Projects	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 6,215.22	\$ 6,731.99	\$ 4,961.17	\$ 7,004.13	\$ 24,912.51
Net Income	\$ (6,215.22)	\$ 42,897.01	\$ 44,061.83	\$ 39,552.87	\$ 120,296.49

Note:

A/R figures at month-end are not a reflection of delinquent accounts. Amounts billed in one month are due the following month.



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

Subject: Down East Home Consortium-Agreement

Date: 11/13/2018

Memo Number: 18-84

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 an agreement, the current one being a three-year Consortium Agreement, which would run from July 1, 2018 to June 30, 2021. The administration of these funds is handled by the City of Rocky Mount, which receives an administration fee from the funding in exchange for their administration. Staff turnover and inefficiency within that department has delayed the agreement date, and when the last agreement was set to expire in the summer of 2017, Nash and Edgecombe Counties agreed to a one-year extension which expired on June 30, 2018.

Over the past three years, the members of the DEHC have had concerns regarding the performance of the administration of funds, including shortfalls of work on homes within particular jurisdictions and the timeliness in committing funds. At the July 30th, 2018 meeting of the DEHC, members expressed concerns regarding the draft agreement, namely open communication, administration duties, allocation percentages, and liability. Some of these issues were addressed during the meeting and in a second draft agreement emailed to members. Remaining concerns merit a discussion with Council as to their desire to continue within the Consortium, and if so, any changes or conditions that need to be included within the Consortium Agreement, which will be the guiding document for procedure of the DEHC and administrative staff.

It is recommended that Council review the draft agreement and make recommendations to staff regarding its desire to continue participation in the Down East Home Consortium, and any modifications to the agreement.

ATTACHMENTS:

Description	Upload Date	Type
DEHC Draft Agreement	11/5/2018	Exhibit
DEHC Comments	11/6/2018	Backup Material

**JOINT COOPERATIVE AGREEMENT
DOWN EAST HOME CONSORTIUM**

THIS AGREEMENT, entered into this 1st 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:

PARTICIPATING GOVERNMENT

Percentage

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 GOVERNMENT's 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

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THE TOWN OF DORTCHES

BY:

MAYOR

ATTEST:

TOWN CLERK

DRAFT

THE COUNTY OF EDGECOMBE

BY:

CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST:

CLERK TO THE BOARD

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

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Good afternoon, Cornelia.

Following the meeting last week and reviewing the draft agenda, Tarboro has a few questions and concerns we would like to address prior to taking the agreement to Town Council.

Understandably, staff turnover has made execution of this program challenging, and I am encouraged by your desire to work together in a more cohesive manner. Though it may seem frivolous to include policies regarding procedural operations of the Lead Entity, the requests of the DEHC Committee Members are born from a desire to eliminate any future misunderstandings regarding the execution of the funds.

I.

C. Home Program

Is it meant to say, “tenant-based”?

III.

F. Allocating Home Program Funding Between Participating Governments

Regarding the allocation, an approximation of the allocations would be helpful, especially as the withdrawal of Nash County will greatly affect the overall percentages.

The agreement should clarify that Edgecombe County’s allocation should be spent only within the unincorporated portion of the county, and that funds spent within any incorporated area should be drawn from that area’s allocation.

There was discussion of the CHDO 15% coming off of the top of the percentages prior to funds being allocated. Has this been determined?

Has it been determined whether all Edgecombe County jurisdictions participating in the DEHC previously will be included in this agreement?

G. Matching Funds

It would be appropriate to amend the agreement should matching funds be required for allocated or reallocated funds in the future, as that may determine the participation of the jurisdictions.

H. Distribution of Funds

The Participating Governments are not entering/committing funds in the IDIS system, as all administration is handled by Rocky Mount per the agreement, and thus would not share any liability in the entering of such. Should a particular site or jurisdiction not be used, it would be appropriate for the Committee to have a majority vote to determine the reallocation of funds, and then entered into the system by Rocky Mount.

(Additionally, “Participating Government” has a spelling error in the second paragraph of H.)

I. Staff and Financial Support for Administering the HOME Program

Tarboro would request prior to signing a new agreement that all items under this section be brought current and evidence of such activities presented to the Committee.

L. Home Investment Trust Fund

We request that any recently completed audits of this Fund be made available for review by the Committee.

N. Completion Reports

Considering that Rocky Mount is the lead entity, by whom will the Homeownership Assistance Project Completion Report will be completed for submission to the lead entity?

O. Home Program Income

DEHC Members should by majority vote determine which projects/tasks for which HOME funds are spent. Any addresses, projects, or related administrative tasks approved would already be approved when homes are selected for a project year, but anything outside the scope of those approved should return to the DEHC Committee for a vote prior to any expenditures.

P. Indemnity

Again, the Participating Governments are not administering any funding for projects nor accounting for such and thus hold no liability. Clarity regarding the immediate reimbursement to the Lead Entity is needed.

S. Adding New Members to the Consortium

New Consortium members shall be agreed upon by the Committee, as increased participation will modify allocation percentages.

Thank you,

Catherine



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

Subject: CMAQ Project Agreement - Sidewalk Project

Date: 11/13/2018

Memo Number: 18-85

Tarboro's Town Council approved the CMAQ Sidewalk Project last year but has been awaiting a grant agreement from the North Carolina Department of Transportation. This agreement outlines which responsibilities are to be completed by the Town of Tarboro, and which will be completed by NCDOT. This signed agreement will allow expenditures to be reimbursed so work can be completed on the project.

It is recommended that Council approve and execute the attached Project Agreement with the NCDOT for the CMAQ Sidewalk Project.

ATTACHMENTS:

Description

[CMAQ Agreement](#)

Upload Date

11/6/2018

Type

Exhibit



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

September 25, 2018

Ms. Catherine Grimm
Planning Director
Town of Tarboro
500 N. Main
P. O. Box 220
Tarboro, NC 27886

SUBJECT: Locally Administered Project Agreement
Town of Tarboro, Edgecombe County
Project: C-5619A; WBS Element: 50059.1.2
Federal-Aid No: CMAQ-0441(014)
Project Name: Pedestrian Connectivity

Dear Ms. Grimm:

Please find enclosed duplicate originals of the above-referenced Project Agreement for the Pedestrian Connectivity in Tarboro, Edgecombe County.

The Project Agreement reflects the scope of work, funding and schedule that has been programmed into the State Transportation Improvement Program (STIP) by the MPO. If you have any questions concerning the content of the agreement, please contact me.

After the Town of Tarboro has reviewed and executed both originals, please return them to my attention, within ninety (90) days. The Department of Transportation will execute the agreements and send one fully executed agreement back to the Town of Tarboro.

If you have any questions, please contact me at (919) 707-6625 or by e-mail at sgibbs@ncdot.gov. Thank you.

Sincerely,

A handwritten signature in dark ink that reads "Sheila Gibbs".

Sheila Gibbs
Transportation Program Consultant
Local Programs Management Office

Enclosure

cc: Matt Clarke, PE, Division Project Manager

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PROGRAM MGMT
1595 MAIL SERVICE CENTER
RALEIGH, NC 27699-1595

Telephone: (919) 707-6600
Fax: (919) 212-5711
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1020 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

EDGECOMBE COUNTY

DATE: 9/25/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: C-5619A

AND

WBS Elements: PE 50059.1.2

ROW 50059.2.2

CON 50059.3.2

TOWN OF TARBORO

OTHER FUNDING: CMAQ-
0441(014)

FEDERAL-AID NUMBER:

CFDA #: 20.205

Total Funds [NCDOT Participation] \$420,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Tarboro, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of Congestion Mitigation and Air Quality funds to be available for certain specified transportation activities; and, 1113

WHEREAS, the Municipality has requested federal funding for Pedestrian Connectivity, hereinafter referred to as the Project, in Edgecombe County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$420,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has agreed to construct and perform contract administration for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the construction of sidewalks along West Wilson Street and North Main Street in Tarboro.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation

as further set forth in this Agreement.

3. FUNDING

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse (80%) of eligible expenses incurred by the Municipality up to a maximum amount of Four Hundred Twenty Thousand Dollars (\$420,000), as detailed below. The Department shall utilize the federal funding for 80% of the Department's expenses in construction of the Project. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Congestion Mitigation and Air Quality	\$420,000	80 %	\$105,000	20 %
Total Estimated Cost		\$525,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will use the funding to review and approve plans, environmental documents, contract proposals, engineering estimates, let a construction contract and provide construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has three (3) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the

Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National

Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility

funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition,

drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONSTRUCTION

The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project, and approved by, the Department. The Department shall administer the construction contract for said Project.

14. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Pedestrian Connectivity, or as required by an executed encroachment agreement.

15. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$420,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

▪ PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

▪ INTERNAL APPROVALS

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

▪ TIMELY SUBMITTAL OF INVOICES

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

▪ FINAL INVOICE

All invoices for costs incurred by the Municipality and associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

16. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

17. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for Congestion Mitigation and Air Quality funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a

copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

18. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF TARBORO

BY: _____ BY: _____

TITLE: _____ TITLE: _____

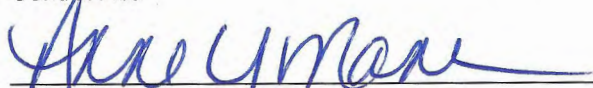
DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the Town of Tarboro as attested to by the signature of _____ Clerk of the _____ on _____ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)


(FINANCE OFFICER)

Federal Tax Identification Number

56-6001350

Town of Tarboro

Remittance Address:

P.O. Box 220
Tarboro, NC 27886

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)



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

Subject: Award Bid 2018 Street Improvements

Date: 11/13/2018

Memo Number: 18-86

Bids were received on October 3, 2018 at 2:00 PM for the Street Improvements project. Only two bids were received and opened. A tabulation of these bids is attached along with a Memorandum of Negotiation-Construction Contract. Garris Grading and Paving, Inc. submitted the low bid in the amount of \$829,004.75. In that both bids were over the budgeted amount, staff negotiated with the low bidder to award a contract within the Town's budget of \$800,000.

Therefore, it is recommended that Council award the contract for 2018 Street Improvements to Garris Grading and Paving, Inc. at its proposed re-negotiated low bid of \$786,470.75 and authorize the Mayor and other appropriate officials to sign the necessary contracts.

ATTACHMENTS:

Description

[Bid Tab & Memo of Negotiation-Construction](#)

Upload Date

11/6/2018

Type

Backup Material

2018 STREET IMPROVEMENTS
TOWN OF TARBORO
EDGECOMBE COUNTY, NORTH CAROLINA
TWC PROJECT NO.: 2204-EA



THE WOOTEN COMPANY

301 W. 14th Street, Greenville, NC 27834
252.757-1096 Fax: 252.757.3221

October 3, 2018 @ 2:00 pm

	CONTRACTORS	LIC. NO.	CLASS	BID BOND	DBE Aff. A or B	TOTAL BASE BID	REMARKS
1	Garris Grading & Contracting 5950 Gary Road Farmville, NC 27828	63017	U	5%	A	\$829,004.75	Low Bidder
2	Barnill Contracting 800 Tiffany Blvd, Suite 200 Rocky Mount, NC 27804	3194	U	5%	A	\$942,759.00	
3	Delta Contracting, Inc 580 Trollingwood Road Haw River, NC 27258						No Bid Submitted
4							
5							
6							

This is to certify that the bids received herein were publicly opened and read at 2:00 p.m. on October 3, 2018 at 506 Dowd Street, Tarboro, NC



William A. Larsen, P.E.

MEMORANDUM OF NEGOTIATION – CONSTRUCTION

CONTRACT – (*attach to executed contract*)

(for proposed contract award less than bid amount)

OWNER Town of Tarboro

CONTRACTOR: Garris Grading and Paving, Inc.

CONSULTANT The Wooten Company PROJECT ENGR./ARCH.: The Wooten Company

CONTRACT # 1 BID AMOUNT \$ 829,004.75 AGREEMENT DATE: 10/12/2018

BRIEF DESCRIPTION OF CONTRACT AS BID:

The Project consists of the following major items:

- 48,195 SY of 2-inch Milling and 1.5-inch Overlaying
- 5,310 SY of 1.5-inch Milling and 1.5-inch Overlaying
- 375 SY of 1.5-inch Overlaying
- 500 SY of Pavement Patching
- 5,700 LB of Crack Sealing
- 1,600 LF of Curb & Gutter Replacement
- Various number of manhole and water valve box adjustments
- Traffic Sensor
- Miscellaneous painting

The Owner and Contractor acknowledge and agree that the bid(s) received on the above project have resulted in the project budget being exceeded and that a contract(s) cannot be awarded based on the amount of the bid(s) received. This memorandum documents that both parties to the contract entered into and completed negotiations in order to arrive at a mutually acceptable amount on which the construction contract(s) is to be awarded. It is hereby agreed that the terms and conditions as stated in this document shall be binding on all parties and it shall become a part of the terms and conditions of the contract, subject only to the owner being successful in obtaining any needed additional funding resulting from this memorandum.

The following changes in the contractor's bid and the following changes in the terms / provisions of the contract are hereby incorporated into the proposed contract award.

(Refer to attached Section 00540: Bid Modification #1 dated October 11, 2018)

(attach supplemental sheet(s) and drawings / specifications as necessary)

PROPOSED NEGOTIATED CONTRACT AWARD AMOUNT: \$786,470.75

It is further understood and agreed by all parties that should additional funds become available within the contract time or extension thereof, the Owner shall have the right to add back to the project any items deleted above or to otherwise revise the contract as originally

bid based on the same prices for deletions / revisions as noted above, subject only to any additional costs to which the contractor is entitled to per the terms of the contract.

This memorandum shall be valid and binding up to and inclusive of: 12/30/2018 (date).

We agree to the terms and conditions of this document:

<u>John L. Moore</u>	<u>10-15-18</u>	_____	_____
OWNER	date	CONTRACTOR	date

_____	_____	_____	_____
ENGINEER	date		date



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

Subject: NCDOT - New Year's Eve Event

Date: 11/13/2018

Memo Number: 18-87

Town staff is currently working on the 2018 New Year's Eve Event in Downtown Tarboro. The event is proposed to be held from 9:00 pm to 12:00 am on Courthouse Square in Downtown Tarboro. This will once again be a community event consisting of live entertainment, food vendors, and a countdown to midnight with a "ball drop". Several sponsors have already signed up to make sure this event is successful.

In order to receive approval from NCDOT to close Main Street for the New Year's Eve event, it is necessary to adopt an ordinance declaring the road closure.

It is recommended that Council adopt the attached ordinance declaring the closure of N. Main Street (NC 33) between St. James Street and Pitt Street.

ATTACHMENTS:

Description

[Ordinance for New Year's Eve Event Road Closure](#)

Upload Date

10/30/2018

Type

Ordinance

ORDINANCE NO. _____

**AN ORDINANCE DECLARING A ROAD CLOSURE FOR A
NEW YEAR'S EVE EVENT**

THE TOWN COUNCIL OF THE TOWN OF TARBORO ORDAINS:

WHEREAS, the Town Council of the Town of Tarboro has a desire to establish a New Year's Eve event in the Town to attract visitors and provide entertainment for residents; and

WHEREAS, the Town Council of the Town of Tarboro acknowledges its citizens realize a social and economic benefit from holding such events; and

WHEREAS, the Town Council of the Town of Tarboro acknowledges this event requires approximately two (2) hours to install traffic control, and also requires approximately two hours for removing traffic control and litter;

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Tarboro pursuant to the authority granted by N.C.G.S. 20-169 that they do hereby declare a temporary road closure during the day and time set forth below on the following described portion of a State Highway System route:

Date: Monday, December 31, 2018 – Tuesday, January 1, 2019

Time: 7:00 PM – 2:00 AM (Event from 9:00 PM to 12:00 AM)

Route Description: N. Main Street (NC 33) between St. James Street and Pitt Street

This ordinance to become effective when signs are erected giving notice of the limits and times of the closure, and implementation of adequate traffic control to guide through vehicles around the road closure.

Adopted this 13th day of November, 2018.

Joseph W. Pitt, Mayor

Attest:

Leslie M. Lunsford, Town Clerk



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

Subject: Minimum Housing Code Enforcement - 1316 Elm Street - File No. 18-02

Date: 11/13/2018

Memo Number: 18-88

At the June 11, 2018 meeting Council adopted an ordinance directing the owners of the above referenced property to comply with the Building Inspector's order to repair or demolish the structure within 30 days from July 14, 2018. The ordinance authorized the Inspector to remove or demolish the dwelling if the owners did not comply.

The unit has been demolished by the Building Inspector at a cost of \$10,487.28. In order for this cost to be assessed as a lien against the property it will be necessary for Council to hold a public hearing and adopt the resolution confirming the assessment roll and levying assessments.

It is recommended that Council call for and hold a public hearing on the assessment for demolition cost of \$10,487.28 for the structure located at 1316 Elm Street at the December 10, 2018 Council meeting.



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

Subject: Appointment - Planning Board

Date: 11/13/2018

Memo Number: 18-89

The term for the following individuals expired October 2018:

Ward 1 - Donnie Davis
Ward 3 - Rick Norville
Ward 5 - Dickie Guill
Ward 7 - Alice Black
At Large Member - Earl Miller

Rick Norville (Ward 3) and Dickie Guill (Ward 5) are interested in serving another term.

Donnie Davis (Ward 1), Alice Black (Ward 7) and Earl Miller (At Large Member) do not want to be re-appointed for another term.

Charles Taylor would like to fill the vacancy for the At Large Member and has submitted an application and a resume.

It is recommended that Council be prepared to appoint (5) five individuals to fill the expired terms at the November Council meeting.

ATTACHMENTS:

Description	Upload Date	Type
Application & Resume'	10/31/2018	Backup Material



Town of Tarboro

Application for Boards and Commissions

Name: Charles Taylor Daytime Telephone: 252-903-3032

Address: 1607 Pine Street Tarboro NC 27886

Email: Chuckcharles22@gmail.com Length of Residence in Tarboro: 30 years

Please indicate two boards, commissions, or committees on which you would like to serve:

1. Planning + Zoning
2. _____

Why would you like to serve?

I grew up in Tarboro and plan on raising our children here. I have a vested interest in the town and I would like to start getting more involved.

Describe how your education, experience, and community activities are relevant to your selections:

I have grown up in Tarboro, worked here, and volunteered here. I am familiar with the town and have a general knowledge of planning and zoning. Licensed Realtor.

Community Activities:

Active at St. James Methodist Church, coached kids soccer one year during college, participated in events with The Fountains at the Albemarle, attend many social events in Tarboro and Edgecombe County

Employment History:

High School-College at The Links at Cotton Valley + The Governors Club-Golf Course Maint.
After College as a Deputy with the Chatham County Sheriff's Office
Present-Inspector with the NC DMV License + Theft Bureau-Nash/Edgecombe County

Education:

Graduated High School from Tarboro High School
BA in Justice Studies from North Carolina Wesleyan College
Basic Law Enforcement Training. Training with the NC Real Estate Commission

Submit Application by Mail to: Town of Tarboro or Fax to: (252) 641-4254

Attn: Town Manager

P.O. Box 220

Tarboro, NC 27886

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

Charles J. Taylor

1607 Pine Street

Tarboro NC, 27886

Phone: 252-903-3032

Email: chuckcharles22@gmail.com

Education

Sept. 2008– Feb. 2009 Chapel Hill Police Academy Chapel Hill, NC

- North Carolina Basic Law Enforcement Training Certification Program
- Graduation Date: February 20, 2009
- BLET Certified

2006– 2008 North Carolina Wesleyan College Rocky Mount, NC

- Bachelor of Arts in Justice Studies
- Graduated Cum Laude
- GPA: 3.44

2002– 2006 East Carolina University Greenville, NC

1998– 2002 Tarboro High School Tarboro, NC

- High School Diploma
- Academic Scholar
- Class ranking: 29th
- ROTC Graduate
- Summer Leadership School at The Citadel, Charleston, South Carolina

Work Experience

2011 to Present NC DMV License and Theft Bureau Rocky Mount, NC

2017 to Present NC Real Estate Commission Licensed Broker

February 2009 to 2011 Chatham County Sheriff's Office Pittsboro, NC

- Deputy Sheriff
- Field Recommendation Committee
- Expert Shooter

2007– Aug. 2008 The Governor's Club Chapel Hill, NC

- Grounds Supervision: general golf course work; care and maintenance of various types of grass

2002– 2007 The Links At Cotton Valley Tarboro, NC

- Grounds Keeper: day-to-day operations of golf course ground work

Additional Experience/Training

- Licensed Realtor
- International Association of Auto Theft Investigators Conference in Murfreesboro TN
- Basic Law Enforcement Training, Chapel Hill Police Department
- Taser Certified
- PBT/Alcohol Screening Test Device Certified
- Basic Rifle Training
- Combat Firearms Training
- Officer Survival and Readiness Training
- NCAWARE Training
- CJLEADS Training
- Live Scan Fingerprint Training
- DCI Level I Certified
- 10 hours of Leadership Development Classes
- North Carolina Justice Academy Ropes Challenge Course

Volunteer/Job shadowing Experience

Chatham County Sheriff's Office

Pittsboro, NC

- 40 hours of Community Service

Edgecombe County Sheriff's Department

Tarboro, NC

- 2006– 2008
- Ride Along Program

Tarboro Parks and Recreation

Tarboro, NC

- Little League Soccer Coach
- Fall 2007

The Fountains at The Albemarle

Tarboro, NC

- Alzheimer's Walk– 2004, 2005
 - Recreational Therapy– Skilled Nursing Facility; requirement for general education course
- East Carolina University

Active at St. James United Methodist Church, member of church council, responsible for communion on 1st Sunday's.



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

Subject: Appointment - Historic District Commission

Date: 11/13/2018

Memo Number: 18-90

Shannon Wilson will be relocating to South Carolina in November and can no longer serve on the Historic District Commission.

It is recommended that Council be prepared to appoint an individual to fill the vacated position at the December meeting.



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

Subject: Appointment - Edgecombe County Tourism

Date: 11/13/2018

Memo Number: 18-91

The term for the following individuals expired October 2018:

June Leland - 1 Year Term
Rosena Ricks - 1 Year Term
C.B. Brown - 2 Year Term

Ms. Leland and Ms. Ricks are interested in serving another 1 year term.

Mr. Brown is interested in serving another 2 year term.

It is recommended that Council be prepared to appoint (3) three individuals to fill the expired terms at the November Council meeting.



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

Subject: Appointment - Redevelopment Commission

Date: 11/13/2018

Memo Number: 18-92

The (5) five year term for Morris Armstrong expired October 2018.

Mr. Armstrong is interested in serving another (5) five year term.

It is recommended that Council be prepared to appoint an individual to fill the expired (5) five year term at the November Council meeting.



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

Subject: Appointment - Citizens Advisory Recreation Committee

Date: 11/13/2018

Memo Number: 18-93

The 2 year terms for the following individuals expired October 2018:

Ward 1 - John Harris
Ward 2 - Charles Johnson
Ward 3 - George Whitehurst
Ward 4 - Dwayne Owens
Ward 5 - Michael Keith Everette
Ward 6 - Claude Carr
Ward 7 - Greg Higgs
Ward 8 - Rick Mann
At Large - LaShaun Jenkins

All are interested in serving again except for John Harris (Ward 1), Michael Keith Everette (Ward 5), and Claude Carr (Ward 6). Greg Higgs has relocated and is no longer in Ward 7.

It is recommended that Council be prepared to appoint (9) nine individuals to fill the expired terms at the November Council meeting.



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

Subject: Tax Collector's Report

Date: 11/13/2018

Memo Number:

ATTACHMENTS:

Description

[Tax Collector's Report](#)

Upload Date

11/6/2018

Type

Backup Material

TOWN OF TARBORO, NORTH CAROLINA
TAX COLLECTOR'S REPORT
For the Year Ended October 31, 2018

Levy Year	Current Fiscal Year Charges	COLLECTIONS		Uncollected Balance	Collected Percentage
		This Month	Fiscal Year-To-Date		
2018	3,258,043.84	142,353.12	548,122.99	3,258,043.84	16.82%
2017	86,029.55	4,944.23	23,830.52	62,199.03	98.07%
2016	40,991.85	1,042.44	5,432.17	35,559.68	98.92%
2015	31,024.16	173.36	2,707.26	28,316.90	99.16%
2014	22,214.61	137.48	1,039.15	21,175.46	99.38%
2013	16,192.40	503.27	1,166.12	15,026.28	99.57%
2012	27,224.76	327.13	1,422.21	25,802.55	99.28%
2011	13,365.00	50.31	837.61	12,527.39	99.65%
2010	18,080.88	97.79	265.01	17,815.87	99.45%
2009	8,881.55	97.79	221.71	8,659.84	99.73%
Prior	16,259.69	211.67	653.67	15,606.02	-
Subtotal	3,538,308.29	149,938.59	585,698.42	3,500,732.86	
		1,652.51	7,803.34	<== Interest on Taxes	
Net Tax Collections ==>		151,591.10	593,501.76		
		0.00	0.00	<== Privilege Licenses	
		0.00	0.00	<== Electronic Gaming	
		0.00	0.00	<== Beer & Wine Licenses	
TOTAL COLLECTED ==>		151,591.10	593,501.76		

prepared by: Leslie M. Lunsford, Collector of Revenue

