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**AGENDA**  
**TOWN COUNCIL OF THE TOWN OF TARBORO, NC**  
**REGULAR MEETING HELD AT 7:00 PM, MONDAY, NOVEMBER 13,**  
**2023**  
**IN THE COUNCIL ROOM, TOWN HALL, TARBORO, NC**

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**1. MEETING CALLED TO ORDER BY THE MAYOR**

**PLEASE TURN CELL PHONES OFF**

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVAL OF AGENDA BY COUNCIL**

**5. REQUESTS AND PETITIONS OF CITIZENS**

(Five minute time limit per person)

**6. TOWN MANAGERS RECOMMENDATIONS**

**Consent Items**

- (1) Approve minutes of the October 9, 2023 regular meeting.
- (2) Tax Collector's Report
- (3) 2023 Tax Levy Adjustment

**Action Items**

- (4) Resolution to Accept Buyout Properties
- (5) Ordinance to Adopt Building Inspection and Fire Prevention Code Changes
- (6) Appointment for November - Downtown Grant Review Committee
- (7) Appointment for November - Edgecombe County Tourism Development Authority
- (8) Appointment for November - Tarboro-Edgecombe Public Arts Commission (TEPAC)
- (9) Appointment for November - Edgecombe County Memorial Library Board of Trustees

**7. OTHER REPORTS**

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

- (1) Councilman Jenkins -Discussion of Speed Cushion Policy
- (2) Councilman Brown - Discussion of Utility Policy

**8. ADJOURNMENT**

**MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL OF THE  
TOWN OF TARBORO, HELD AT 7:00 PM ON MONDAY, OCTOBER 9, 2023 IN  
THE COUNCIL ROOM, TOWN HALL, TARBORO, NORTH CAROLINA**

**MEMBERS PRESENT**

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

**MEMBERS ABSENT**

None.

**ALSO PRESENT**

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

**1. MEETING CALLED TO ORDER BY THE MAYOR**

**2. INVOCATION**

Councilman Taylor.

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVAL OF AGENDA BY COUNCIL**

Agenda approved as presented.

John Jenkins made a motion, which was seconded by Alfred Braxton and Passed, Motion.

**5. PRESENTATION BY COUNCIL**

(1) Breast Cancer Awareness Month Proclamation

The Mayor proclaimed October as Breast Cancer Awareness Month.

(2) Domestic Violence Awareness Month Proclamation

The Mayor proclaimed October as Domestic Violence Awareness Month and presented the proclamation to the Biker Girls Club.

The Biker Girls invited Councilmembers and citizens to attend the 4th Annual Domestic Violence Awareness Event on October 12, 2023 at 6:00pm at Courthouse Square, 311 Main Street.

(3) Medical Assistants Recognition Week Proclamation

The Mayor proclaimed October 16 - 20, 2023, and every third full week of October as Medical Assistants Recognition Week and presented the proclamation to a group of Medical Assistants.

**6. REQUESTS AND PETITIONS OF CITIZENS**

Larry Crossett, 601 Saint Patrick Street - expressed concerns about the parking lots on the 200 block of Main Street. He asked that the Town be more proactive in the downtown area, suggesting the Christmas lights remain up all year and landscaping projects take place in the area.

Naim Akbar, 1114 Martin Luther King Jr Drive - thanked Council and the Town for the participation in the Rural Opportunity Institute program, many young people were impacted through the program.

Liam Gilroy, 204 E Park Avenue - asked that Council consider offering a virtual option for citizens to be listen in on monthly Council meetings.

Steve Redhage, 900 Saint Andrew Street - thanked Council for the recent decisions made for the betterment of the downtown area, such as approving the social district and the vacant building ordinance.

Cutchin Anderson, 1415 E Canal Street - requested additional garbage receptacles at Braswell Park.

**7. MATTERS SCHEDULED FOR PUBLIC HEARING**

Development Agreement Moye-Corp, LLC - This public hearing will be held to adopt a Development Agreement between the Town of Tarboro and Moye-Corp, LLC to redevelop the former Quigless Clinic into a residential development. The project location is adjacent to an area proposed for providing ADA access to Riverfront Park property which is necessary for the construction of a parking lot to serve the development and for use by the public providing public spaces for access to Town trails.

The Mayor declared the public hearing open. Liam Gilroy, Charles Ainsley, Trey Cherry and Stacy Moye spoke in favor of the Development Agreement between the Town of Tarboro and Moye-Corp, LLC. Bryan Mayo and Alex Urquhart spoke against the Development Agreement as presented. The Mayor declared the public hearing closed. Council discussed the agreement in detail.

Councilman Brown made a motion, which was seconded by Councilman Woodard and passed unanimously that Council call the question on the discussion.

Council approved the resolution authorizing a Development Agreement and the sale of the Town-owned property to the Moye-Corp, LLC.

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

**8. TOWN MANAGERS RECOMMENDATIONS**

### **Consent Items**

Consent Items approved as presented.

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

- (1) Approve minutes of the September 11, 2023 regular meeting.
- (2) Tax Collector's Report
- (3) 2019 Tax Levy Adjustment
- (4) 2020 Tax Levy Adjustment
- (5) 2021 Tax Levy Adjustment
- (6) 2022 Tax Levy Adjustment
- (7) 2023 Tax Levy Adjustment

### **Action Items**

#### **(8) NCEMPA - Amended Full Requirement Power Sales Agreement**

Council adopted Ordinance 23-10 approving the amended and restated Full Requirement Power Sales Agreement between the Town of Tarboro and the North Carolina Eastern Municipal Power Agency and authorized appropriate staff and the Town Attorney to execute documentation necessary to implement the same.

Ordinance 23-10

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF  
TARBORO, NORTH CAROLINA, DETERMINING THAT IT IS IN THE  
BEST INTERESTS OF THE TOWN OF TARBORO TO APPROVE AND  
AUTHORIZE THE EXECUTION AND DELIVERY OF THE AMENDED AND  
RESTATED FULL REQUIREMENT POWER SALES AGREEMENT  
BETWEEN THE TOWN OF TARBORO AND NORTH CAROLINA  
EASTERN MUNICIPAL POWER AGENCY

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

#### **(9) FY2023-2024 Budget Amendment - Re-appropriations from FY2023-2024**

Council adopted the Re-appropriations from FY2023-2024 budget resolution.  
John Jenkins made a motion, which was seconded by Othar Woodard and Passed,  
Motion. ; Absent: Braxton

#### **(10) Budget Amendment - Motorola Software Upgrade**

Council approved the Motorola Software Upgrade budget amendment to allocate funds for the TDMA software upgrade.  
Deborah Jordan made a motion, which was seconded by Sabrina Bynum and Passed,  
Motion. ; Absent: Braxton

**(11) 2022 State and Local Cybersecurity Grant**

Council authorized appropriate staff to execute the necessary documents to complete and carry out the grant 2022 State and Local Cybersecurity Grant. Council also approved the budget amendment.

Deborah Jordan made a motion, which was seconded by Sabrina Bynum and Passed, Motion. ; Absent: Braxton

**(12) NCDOT - Christmas Parade**

Council adopted Ordinance 23-11 declaring the closure of N. Main Street from Granville Street to Hope Lodge Street for the purpose of holding the 2023 Tarboro Christmas Parade.

Ordinance 23-11

AN ORDINANCE DECLARING A ROAD CLOSURE FOR A CHRISTMAS PARADE

John Jenkins made a motion, which was seconded by Clarence Brown and Passed, Motion. ; Absent: Braxton

**(13) NCDOT - New Year's Eve Event**

Council adopted Ordinance 23-12 declaring the closure of N. Main Street (NC 33) between St. James Street and Pitt Street, the 300 block of N. Main Street, and the 300 block of St. Andrew Street for the 2023 New Year's Eve Event.

Ordinance 23-12

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

Leo Taylor made a motion, which was seconded by Sabrina Bynum and Passed, Motion. ; Absent: Braxton

**(14) Appointment for October - Downtown Grant Review Committee**

Council appointed William Broadwater and Maggie Gregg to serve another term on the Downtown Grant Review Committee. There were no nominations for the third vacant seat, it will be on the November agenda.

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

**(15) Appointment for October - Edgecombe County Tourism Development Authority**

There were no nominations for the vacant seat on the Edgecombe County Tourism Development Authority, it will be on the November agenda.

**(16) Appointment for October - Redevelopment Commission**

Council appointed Morris Armstrong to serve another term on the Redevelopment Commission.

Sabrina Bynum made a motion, which was seconded by John Jenkins and Passed, Motion. ; Absent: Braxton

## **9. OTHER REPORTS**

A. Town Manager

No report.

B. Town Attorney

No report.

C. Council Members

Councilman Woodard - thanked the Planning Department for the work on downtown activities.

Councilman Taylor - congratulated Dave Sharpe and the Chamber of Commerce on hosting the bike tour, heard a lot of positive compliments about the Town of Tarboro.

Councilman Burnette - stated that the Tarboro High School football game has been moved to Thursday, October 12, 2023 at 7:00pm.

Councilman Brown - stated that the bike tour and the Heart Walk went really well.

Councilman Jenkins - asked that Councilmembers review the information on portable speed bumps and be prepared to discuss at the November meeting.

Councilmember Jordan - thanked Councilmembers for the discussion during the public hearing. She also asked that Council make a donation to My Sister's House in honor of the Biker Girls Club.

Councilmember Bynum - questioned the utility bill layout and the possibility of mailing the bills in-house. She also asked about the shed at Braswell Park not having power, Troy said he would look into it.

Councilman Braxton - absent

## **10. ADJOURNMENT**

Meeting adjourned.

Leo Taylor made a motion, which was seconded by Sabrina Bynum and Passed, Motion. ;

Absent: Braxton

**Town of Tarboro, North Carolina**  
**General Fund**  
**Schedule of Ad Valorem Taxes Receivable**  
**October 31, 2023**

<b>Fiscal Year</b>	<b>Uncollected Balance September 30, 2023</b>	<b>Additions</b>	<b>Collections and Credits</b>	<b>Uncollected Balance September 30, 2023</b>
2023	\$ 3,419,535	\$ -	\$ 218,544	\$ 3,200,991
2022	88,958		10,103	78,855
2021	37,736		821	36,915
2020	26,440		972	25,468
2019	17,828		796	17,032
2018	13,985		33	13,952
2017	9,993		159	9,834
2016	10,216		79	10,137
2015	8,301		-	8,301
2014	6,010		147	5,863
Prior years	26,488		-	26,488
	<u>\$ 3,665,490</u>	<u>\$ -</u>	<u>\$ 231,653</u>	<u>\$ 3,433,837</u>

Less: Allowance for Uncollectible Accounts:  
General Fund

Ad valorem taxes receivable - net \$ 3,433,837

Reconciliation with Revenues:

Ad valorem taxes - General Fund

Reconciling Items:

Prior years taxes written off	-
Prior year releases	-
Interest	1,081
Fees	94
Total reconciling items	<u>1,175</u>
Total collections and credits	<u>\$ 232,734</u>



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

**Subject:** 2023 Tax Levy Adjustment

**Date:** 11/13/2023

**Memo Number:** 23-76

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The Schedule of 2023 Tax Levy Adjusted as of November 13, 2023, attached hereto, lists the valuation and tax amount of six (6) afterlists and one (1) release. The release has been approved by Edgecombe County Tax Assessor's Office.

It is recommended that Council:

1. Order the Tax Collector be charged with afterlists 25 through 30 in the amount of \$1,982.07,
2. Approve 2023 Tax Levy release number 13 in the amount of \$28.61, and
3. Approve the Schedule of the 2023 Tax Levy Adjusted as of November 13, 2023, in the amount of \$4,085,928.57.

**ATTACHMENTS:**

Description	Upload Date	Type
2023 Tax Levy Adjustment	11/7/2023	Cover Memo

TOWN OF TARBORO, NORTH CAROLINA  
SCHEDULE OF 2023 TAX LEVY  
November 13, 2023

**VALUATIONS**

	Real	Personal	Public Service Companies	Total
Billing October 9, 2023	621,668,756	220,728,593	44,527,564	886,924,913
After list: 25 - 30	0	313,001	0	313,001
Less Releases: 13	0	(6,220)	0	(6,220)
Balance as of November 13, 2023	<u>621,668,756</u>	<u>221,035,374</u>	<u>44,527,564</u>	<u>887,231,694</u>

**TAX CALCULATIONS**

	Real, Personal, & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Total
Billing October 9, 2023	4,079,855.31	4,119.80	0.00	4,083,975.11
After list: 25 - 30	1,439.83	542.24	0.00	1,982.07
Less Releases: 13	(28.61)	0.00	0.00	(28.61)
Balance as of November 13, 2023	<u>4,081,266.53</u>	<u>4,662.04</u>	<u>0.00</u>	<u>4,085,928.57</u>

**ITEMIZED RELEASES**

Rel. No.	Name/Description	Acct. No.	Real, Personal & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Total
13	Phillip Wobbleton boat sold in 2020	5654	28.61	0.00	0.00	28.61
Total Releases			<u>28.61</u>	<u>0.00</u>	<u>0.00</u>	<u>28.61</u>

**ITEMIZED AFTERLISTS**

Afl. No.	Name/Description	Acct. No.	Real, Personal & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Total
25	Nutrien AG Solutions Personal Property		554.00	187.95	0.00	741.95
26	Tarboro Eye Associates Personal Property		51.87	5.19	0.00	57.06
27	Hunter's Park Limited Personal Property		580.14	252.25	0.00	832.39
28	Nutrien AG Solutions Personal Property		20.87	10.98	0.00	31.85
29	Elmhurst A Limited Partnership Personal Property		202.63	75.30	0.00	277.93
30	Hibbett Retail Inc Personal Property		30.32	10.57	0.00	40.89
Total Afterlists			<u>1,439.83</u>	<u>542.24</u>	<u>0.00</u>	<u>1,982.07</u>



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

**Subject:** Resolution to Accept Buyout Properties

**Date:** 11/13/2023

**Memo Number:** 23-77

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In January of 2020, Council entered into a cooperative agreement with the NC Department of Safety, Office of Recovery and Resiliency to participate in the NC CDBG Buyout property for disaster mitigation.

It is recommended that Council adopt the attached resolution authorizing the Town Manager to accept individual properties under this program.

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution to Accept Buyout Properties for NCORR	11/8/2023	Resolution Letter
Cooperative Agreement	11/8/2023	Backup Material



## **Resolution to Accept Strategic Buyout Program Properties**

**WHEREAS**, that on January 13, 2020 the Town of Tarboro entered into a “Cooperative Agreement” with the North Carolina Department of Public Safety, Office of Recovery and Resiliency (NCORR) to participate in the North Carolina CDBG Buyout Program (Buyout Program), and

**WHEREAS**, the purpose of this program is to mitigate disaster risks and reduce future losses due to natural disasters, and

**WHEREAS**, the Town of Tarboro agreed to assist NCORR in carrying out the Rebuild NC Buyout Program by accepting ownership of buyout properties damaged by natural disasters from program applicants pursuant to the terms of the “Cooperative Agreement” previously approved by Council to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council for the Town of Tarboro that:

1. Pursuant to the January 13, 2020 Agreement, the Council hereby authorizes the Town Manager to accept individual properties without the need for further Council approval or public notice.
2. The Town Manager or his Designee shall be the duly authorized town representative at the property closing and shall be authorized to sign all closing documents.

Adopted by the Town of Tarboro Town Council on this the 13<sup>th</sup> day of November, 2023

Signed:

Attest:

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Tate Mayo, Town of Tarboro

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Leslie Lunsford, Town Clerk

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

THIS COOPERATIVE AGREEMENT is entered into this 13<sup>th</sup> day of January 2020 by and between the North Carolina Department of Public Safety, Office of Recovery and Resiliency (the "Grantee" or "NCORR") and the Town of Tarboro ("Town of Tarboro" or "Municipality"), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

**I. RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **II. BACKGROUND**

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

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

### **2.1 Direct Implementation.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **V. USE RESTRICTIONS**

### **5.1 Terms.**

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

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

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

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

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

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

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

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

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

**d. Transfer.**

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

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

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

## **5.2 Program Income.**

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

## **5.3 Enforcement.**

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

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

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

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

## **VI. AMENDMENT AND TERMINATION**

### **6.1 Amendment**

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

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

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

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

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

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

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

## **6.4 Additional Remedies.**

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

## **6.5 Unavailability of Funds.**

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

#### **6.6 Nonwaiver.**

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

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

#### **7.1 Effective Date.**

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

#### **7.2 Claims.**

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

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

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

#### **7.4 Indemnification.**

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

#### **7.5 Term.**

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

**7.6 Notice.**

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

**NCORR**

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

**Town of Tarboro**

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

**7.7 Severability.**

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

**7.8 Entire Agreement.**

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

**7.9 Governing Laws.**

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

## **VIII. OTHER REQUIRED CLAUSES**

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

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

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

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

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

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

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

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

C. Religious Activities.

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

D. Lobbying Certification

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

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

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

#### **F. Fair Housing Act.**

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

#### **8.2 Environmental Reviews**

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

#### **8.3 Access to Records**

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

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

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

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

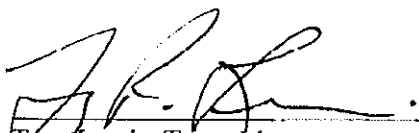
#### **8.5 Benefit.**

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

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

**TOWN OF TARBORO**

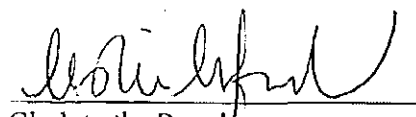
**NORTH CAROLINA OFFICE OF  
RECOVERY AND RESILIENCY**

  
Troy Lewis, Town Manager

  
Laura Hogshead, Chief Operating Officer

ATTEST:

ATTEST:

  
Clerk to the Board  
(SEAL)

\_\_\_\_\_  
Notary  
(SEAL)

## APPENDIX A

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

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



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

**Subject:** Ordinance to Adopt Building Inspection and Fire Prevention Code Changes

**Date:** 11/13/2023

**Memo Number:** 23-78

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With recent updates to the State codes regulating the alteration, construction, repair, and maintenance of buildings and fire prevention code, it would be appropriate for Council to adopt the resolution amending Chapters 4 and 7 of the Code of Ordinances to meet State requirements.

### **ATTACHMENTS:**

Description	Upload Date	Type
Ordinance to adopt code changes	11/8/2023	Cover Memo
Chapter 4	11/8/2023	Exhibit
Chapter 7	11/8/2023	Exhibit

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## **AN ORDINANCE TO ADOPT CHANGES TO CODE OF ORDINANCES RELATED TO BUILDING INSPECTIONS AND FIRE PREVENTION**

**WHEREAS**, the intent of the Town is to provide for the health, safety, and welfare of its residents and visitors; and

**WHEREAS**, the State of North Carolina regularly updates the codes regulating construction alterations, repairs, maintenance, and fire prevention; and

**WHEREAS**, the Town wishes to update their regulations to meet all current and future code changes by adopting the attached;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF TARBORO TOWN COUNCIL:**

That Chapter 4 and Chapter 7 of the Code of Ordinances shall be adopted to read as follows:

### **Chapter 4 BUILDING REGULATIONS**

#### **ARTICLE I. IN GENERAL**

##### **Sec. 4-1. Territorial applicability of this chapter, Chapter 7, and Chapter 9.**

Pursuant to section 16.2 of the Charter, this chapter, and chapters 7 and 9 of the Code are hereby made effective and enforceable within the territory lying outside the corporate limits of the town and within two (2) miles thereof, with the exception of such part thereof as lies within the corporate limits of the Town of Princeville and on the south or Princeville side of Tar River.

##### **Sec. 4-2. Fire limits established.**

The following fire limits are hereby established in and for the town:

*Beginning at the intersection of the southern line of Wilson Street and the eastern line of Trade Street and thence running southwardly along the eastern line of Trade Street across Saint John, Church, Saint James, and Pitt streets to an existing iron pipe in the southwest corner of the property described in a deed from Joseph Allison Grayiel to the Town of Tarboro recorded in Book 928 at page 607 of the Edgecombe Public Registry and also being a corner with the property of Retirement Properties of Tarboro, a limited partnership, as the same appears on a plat recorded in Plat Cabinet 1 on Slide 80A in the Edgecombe Public Registry; thence running along and with the southern line of the town and the northern line of Retirement Properties of Tarboro in an easterly direction one hundred forty-two and twenty-eight one-hundredths (142.28) feet to a concrete marker in the western line of an alley or driveway, cornering; thence running in a southerly direction along and with the western line of such alley or driveway and the common line of Retirement Properties of Tarboro and the Town of Tarboro one hundred fifty-six and five one-hundredths (156.05) feet to an iron pipe set in the northern line of Granville Street, another corner between the Town of Tarboro and Retirement Properties of Tarboro; thence running along and with the northern line of Granville Street in an easterly direction across Main Street to the western line of Saint Andrew Street, cornering; thence running along and with the western line of Saint Andrew Street in a northerly direction across Pitt, Saint James, Church and Saint John streets to the southern line of Wilson Street, cornering; thence running along and with the southern line of Wilson Street in a westerly direction across Main Street to the point of beginning.*

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**Secs. 4-3—4-25. Reserved.**

## **ARTICLE II. TECHNICAL CODES**

### **DIVISION 1- GENERALLY**

#### **Sec. 4-26. Fees.**

The fees for the various work permits and inspections required by the provisions of this chapter shall be as determined by the town council from time to time and on file in the offices of the town clerk and building inspection department. Additional inspections or inspection trips by the building inspector, made necessary through of contractor or installer in charge of work to specify the location of the work, or through the failure to perform such work in a proper manner, or to otherwise create conditions making such additional inspections or trips necessary, are hereby designated as “additional inspections” or “reinspections.” There shall be charged and collected from the permittee a fee for each extra such inspection required to be made in an amount determined from time to time by the council and listed in the schedule of fees and charges maintained in the clerk's office.

#### **Sec 4-27. Entry, Inspection, and Authority**

The building inspector shall administer the provisions of this chapter with the same rights of entry, inspection and authority granted by his license under the State of North Carolina.

#### **Sec. 4-28. Permit—Required.**

It shall be unlawful for any person to do any work requiring a permit, without having first obtained a permit therefore from the building inspector.

#### **Sec. 4-29. Uniform system of road naming and addressing adopted.**

There shall be a uniform system of road names, signage and the assignment and display of road address numbers. The planning department shall be responsible for the administration of these provisions.

**Secs. 4-30-4-50. Reserved.**

### **DIVISION 2 – Building Code**

#### **Sec. 4-51. Adopted.**

The most recent edition of the North Carolina Building Code, as adopted by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the building code of the town to extent such code is applicable for safe and stable design, methods of construction, minimum standards, and use of materials in building or structures hereafter erected, enlarged, altered, repaired or otherwise constructed or reconstructed.

#### **Sec. 4-52. Amendments.**

Amendments to the code adopted by this division which are from time to time adopted and published by the agencies or organizations referred to in this shall be effective in the town at the time such amendments are filed with the Building Inspector.

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**Sec 4-53. Official copy.**

An official copy of the building code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

**Sec 4-54. Appendix – Generally.**

Appendices to the North Carolina State Building Code, is hereby adopted by reference as fully as though set forth here in as the building code of the town to the extent such code is applicable for a safe and stable design, methods of construction, minimum standards, and use of material in building or structures here after erected, enlarged, altered, repaired or otherwise construction or reconstructed.

**Sec. 4-55. Building inspector.**

- (a) *Office created.* There is hereby created in and for the town the office of building inspector.
- (b) *Appointment; term.* The building inspector shall be appointed by the town manager and shall serve as such inspector until his successor is appointed and qualified.
- (c) *Oath; bond.* Before entering upon the duties of his office, the building inspector shall take and subscribe an oath which, along with his certificate of appointment, shall be filed in the office of the town manager.
- (d) *Conflict of interest.* While holding office, the building inspector shall not engage in nor be interested in business as an architect, engineer or builder nor shall he be financially interested in the sale of building material nor shall he accept fees or other compensation for engineering advice or plans and specifications submitted.
- (e) *Powers and duties generally.* The building inspector is hereby authorized and empowered to enforce all the provisions of this chapter; to take what action may be necessary to remove any conditions which, under the terms of this chapter, shall have been declared to be a nuisance; to make or have made all necessary inspections; to have the right, subject to constitutional limitations, to enter any premises, at reasonable hours, for the purpose of inspection or enforcing this chapter; to keep such records as may be necessary for the efficient maintenance and conduct of his office.
- (f) *Effect of failure to perform duties.* No oversight, dereliction or failure to perform his duties on the part of the building inspector shall legalize the violation of any of the provisions of this chapter.

**Sec. 4-56. Permit and copy of plans and specifications at work site.**

A copy of the approved plans and specifications together with the permit shall be kept upon the work location until all operations authorized thereby have been completed and accepted. The building inspector shall be notified immediately when work is first begun under any permit.

A permit box shall be maintained on site.

**Secs. 4-57—4-99. Reserved.**

**DIVISION III – RESIDENTIAL BUILDING CODE**

**Sec. 4-100. Adopted.**

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The most recent edition of the North Carolina Residential Building Code, as adopted by the North Carolina Building Code Council, is hereby adopted by reference as fully as though set forth herein as the residential building code for one- and two-family residential buildings in the town.

**Sec. 4-101. Amendments.**

Amendments to the code adopted by this division which are from time to time adopted and published by the agencies or organizations referred to in this shall be effective in the town at the time such amendments are filed with the Building Inspector.

**Sec 4-102. Official copy.**

An official copy of the building code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

**Sec 4-103-110. Reserved.**

**DIVISION IV – MECHANICAL CODE**

**Sec 4 – 111. Adopted.**

The most recent edition of the North Carolina Mechanical Code, as adopted by the North Carolina Building Code Council, is hereby adopted by reference as fully as though set forth herein as the mechanical code of the town.

**Sec 4-112. Amendments.**

Amendments to the code adopted by this division which are from time to time adopted and published by the agencies or organizations referred to in this shall be effective in the town at the time such amendments are filed with the Building Inspector.

**Sec. 4-113. Official copy.**

An official copy of the building code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

**Sec. 4-114. Appendix – Generally.**

Appendices to the North Carolina Mechanical Code, is hereby adopted by reference as fully as though set forth here in as the mechanical code of the town to the extent such code is applicable for a safe and stable design, methods of construction, minimum

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standards, and use of material in building structures here after erected, enlarged, altered, repaired or otherwise construction or reconstructed.

**Sec. 4-115-4-120 Reserved.**

**Division V – Electrical Code**

**Sec. 121. Adopted.**

The most recent edition of the North Carolina Electrical Code (National Electrical Code), as adopted by the North Carolina Building Code Council, is hereby adopted by reference as fully as though set forth herein as the electrical code of the town.

**Sec. 122. Amendments.**

Amendments to the electrical code adopted by reference by this article, which are from time to time adopted and published by the agencies or organizations referred to in this shall be effective in the town at the time such amendments are filed with the Building Inspector.

**Sec. 123. Official copy.**

An official copy of the building code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

**Sec. 124. Connection to source of supply.**

Except where electrical work is done under an annual permit, it shall be unlawful for any person to make connection from a source of electrical energy or to supply electric service to any electric wiring, devices, appliances or equipment for the installation of which a permit is required until a certificate of approval has been issued by the electrical inspector authorizing such connection and the use of such wiring, devices, appliances and equipment. When, for any reason, service to any installation of electric wiring, devices, appliances or equipment has been discontinued, it shall be unlawful for any person to reconnect such installation to a source of supply until a certificate of approval, authorizing such reconnection, has been issued by the electrical inspector.

**Sec. 4-125-130. Reserved.**

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## **Division VI – PLUMBING CODE**

### **Sec. 4-131. Adopted.**

The most recent edition of the North Carolina Plumbing Code, as adopted and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the plumbing code of the town.

### **Sec. 4-132. Amendments.**

Amendments to the code adopted by reference herein, which are from time to time adopted and published by the agencies or organizations referred to herein, shall be effective in the town at the time such amendments are filed with the Building Inspector.

### **Sec. 4-133. Official copy.**

An official copy of the plumbing code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

### **Sec. 4-134. Appendix – Generally.**

Appendices to the North Carolina Plumbing Code, is hereby adopted by reference as fully as though set forth here in as the plumbing code of the town to the extent such code is applicable for a safe and stable design, methods of construction, minimum standards, and use of material in building or structures here after erected, enlarged, altered, repaired or otherwise construction or reconstructed.

### **Sec. 4-135-140. Reserved.**

## **Division VI - FUEL GAS CODE**

### **Sec. 4-141. Adopted.**

The most recent edition of the North Carolina Fuel Gas Code, as adopted and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the fuel gas code of the town.

### **Sec. 4-142. Amendments.**

Amendments to the code adopted by reference herein, which are from time to time adopted and published by the agencies or organizations referred to herein, shall be effective in the town at the time such amendments are filed with the Building Inspector.

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**Sec. 4-143. Official copy.**

An official copy of the fuel gas code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

**Sec. 4-144. Appendix – Generally.**

Appendices to the North Carolina Fuel Gas Code, is hereby adopted by reference as fully as though set forth here in as the fuel gas code of the town to the extent such code is applicable for a safe and stable design, methods of construction, minimum standards, and use of material in building or structures here after erected, enlarged, altered, repaired or otherwise construction or reconstructed.

**Sec. 4-145-4-150. Reserved**

**DIVISION VII – ENERGY CODE**

**Sec. 4-151. Adopted.**

The most recent edition of the North Carolina Energy Code, as adopted and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the energy code of the town.

**Sec. 4-152. Amendments.**

Amendments to the code adopted by reference herein, which are from time to time adopted and published by the agencies or organizations referred to herein, shall be effective in the town at the time such amendments are filed with the Building Inspector.

**Sec. 4-153. Official copy.**

An official copy of the energy code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

**Sec. 4-154. Appendix – Generally.**

Appendices to the North Carolina Energy Code, is hereby adopted by reference as fully as though set forth here in as the energy code of the town to the extent such code is applicable for a safe and stable design, methods of construction, minimum standards, and use of material in building or structures here after erected, enlarged, altered, repaired or otherwise construction or reconstructed.

**Sec. 4-155-4-160. Reserved.**

**DIVISION VIII – EXISTING BUILDING CODE**

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**Sec. 4-161. Adopted.**

The most recent edition of the North Carolina Existing Building Code, as adopted and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the existing building code of the town.

**Sec. 4-162. Amendments.**

Amendments to the code adopted by reference herein, which are from time to time adopted and published by the agencies or organizations referred to herein, shall be effective in the town at the time such amendments are filed with the Building Inspector.

**Sec. 4-163. Official copy.**

An official copy of the existing building code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

**Sec. 4-164. Appendix – Generally.**

Appendices to the North Carolina Existing Building Code, is hereby adopted by reference as fully as though set forth here in as the existing building code of the town to the extent such code is applicable for a safe and stable design, methods of construction, minimum standards, and use of material in building or structures here after erected, enlarged, altered, repaired or otherwise construction or reconstructed.

**Sec. 4-165-4-169. Reserved.**

**DIVISION IX - REGULATIONS FOR MANUFACTURED/MOBILE HOMES**

**Sec. 4-170. Adopted.**

The most recent edition of the North Carolina Regulation for Manufactured/Mobile Homes code as adopted and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the regulations for manufactured/mobile homes code for the town.

**Sec. 4-171. Amended – Generally**

Amendments to the code adopted by this article, which are from time to time adopted and published by the agencies or organizations referred to herein shall be effective in the town at the time amendments are filed with the Building Inspector.

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**Sec. 4-172. Official copy.**

An official copy of the code adopted by this article, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

**Sec. 4-173. Appendix – Generally.**

Appendices of the North Carolina State Regulations for Manufactured/Mobile Home Code, is hereby adopted be referenced as fully as though set forth here in as the regulation for manufactured/mobile home code of the town to the extent such code is applicable for the safe and stable design, methods of construction, minimum standards, and use of materials in building or structures hereafter erected, enlarged, altered, repaired or otherwise constructed or reconstructed.

**Sec. 4-174-180. Reserved.**

**DIVISION X –ACCESSIBILITY CODE**

**Sec. 4-181. Adopted.**

The most recent edition of the North Carolina Accessibility Code as adopted amended and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the accessibility code for the town.

**Sec. 4-182. Amended – Generally**

Amendments to the code adopted by this article, which are from time to time adopted and published by the agencies or organizations referred to herein shall be effective in the town at the time amendments are filed with the Building Inspector.

**Sec. 4-183. Official copy.**

An official copy of the code adopted by this article, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

**Sec. 4-184. Appendix – Generally.**

Appendices of the North Carolina State Accessibility Code, is hereby adopted be referenced as fully as though set forth here in as the accessibility code of the town to the extent such code is applicable for the safe and stable design, methods of construction, minimum standards, and use of materials in building or structures hereafter erected, enlarged, altered, repaired or otherwise constructed or reconstructed.

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**Sec. 4-185-190. Reserved.**

## **Chapter 7 FIRE PROTECTION AND PREVENTION**

### ***ARTICLE I. IN GENERAL***

#### **Sec. 7-1. Bureau of fire prevention.**

- (a) *Created.* To assist in the performance of the responsibilities and duties placed upon the fire chief, a bureau of fire prevention in the fire department is hereby created.
- (b) *Supervision; designation and appointment of fire marshal.* This bureau shall operate under the supervision of the fire chief. The fire chief of the fire department may designate a fire official of the fire department as fire marshal. The fire marshal shall be the administrator of the bureau of fire prevention. The fire marshal shall be responsible for the direct administration and enforcement of the fire prevention code adopted in this chapter as may be set forth by the fire chief. The fire marshal shall be appointed on the basis of examination or other method for determining qualifications.
- (c) *Powers and duties of officers.* It shall be the duty of the officers of the bureau of fire prevention to enforce all laws and ordinances of the town covering the following:
  - (1) The prevention of fires;
  - (2) The storage, sale and use of combustible, flammable or explosive materials;
  - (3) The installation and maintenance of automatic and other fire alarm systems and fire extinguishing equipment;
  - (4) The maintenance and regulation of fire escapes;
  - (5) The means and adequacy of exit in case of fire from factories, schools, hotels, lodginghouses, asylums, hospitals, churches, halls, theaters, amphitheaters and all other places in which numbers of persons work, live or congregate from time to time for any purpose;
  - (6) The investigation of the cause, origin and circumstances of fires;
  - (7) The maintenance of fire cause and loss records;

and such other powers and duties as set forth in this chapter and as may be conferred and imposed from time to time by law.

#### **Sec. 7-2. Records and reports.**

- (a) *Records of fires; daily reports.* The fire marshal shall compile and keep a record of all fires and of all the facts concerning fires, including injuries, deaths, rescue of persons and statistics as to the extent of such fires and the damage caused thereby and whether such losses were covered by insurance and, if so, in what amount. Such record shall be made daily from the reports made by the technical inspectors under the provisions of this chapter. All such records shall be public.
- (b) *Annual reports.* The fire marshal shall make an annual report of the activities of the bureau of fire prevention and shall transmit this report to the town manager through the fire chief. The report shall contain all proceedings under the fire prevention code adopted in this chapter with such statistics as the fire chief may wish to include therein.

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- (c) *Instructions and forms.* The fire chief shall prepare instructions for the fire marshal and the fire marshal's assistants and forms for their use in the reports required by this section.

**Sec. 7-3. Inspectors.**

- (a) The fire chief may designate qualified members of the fire department as inspectors as shall from time to time be necessary.
- (b) The fire chief may also designate such number of technical inspectors as shall from time to time be authorized by the fire department. Such technical inspectors shall be selected through an examination to determine their fitness for the position.

**Sec. 7-4. Investigation of fires.**

- (a) The bureau of fire prevention shall investigate the cause, origin and circumstances of every fire occurring in the town by which property has been destroyed or damaged and, so far as possible, shall determine whether the fire is the result of carelessness or design. Such investigations shall begin immediately upon the occurrence of such a fire. The fire marshal shall take charge immediately of the physical evidence, shall notify the proper authorities designated by law to pursue the investigation of such matters and shall further cooperate with the authorities in the collection of evidence and in the prosecution of the case.
- (b) Every fire shall be reported in writing to the bureau of fire prevention within two (2) days after the occurrence of the fire by the fire department officer who was in charge at the scene of such fire. Such report shall be in such form as shall be prescribed by the fire marshal and shall contain a statement of all facts relating to the cause, origin and circumstances of such fire; the extent of the damage thereof; the insurance upon such property; and such other information as may be required, including the injury, death or rescue of persons.

**Sec. 7-5. Inspection of hazards upon complaint.**

Whenever any person shall make written complaint to the chief of the fire department that any business or premises constitutes a fire hazard, it shall be the duty of the chief to have the same inspected immediately.

**Sec. 7-6. Periodic inspection of premises.**

The fire marshal shall inspect or cause to be inspected all premises on a periodic basis and shall make such orders as may be necessary for the enforcement of the laws and ordinances governing the same and for safeguarding of life and property from fire.

**Sec. 7-7. Inspection required before issuance of permits.**

Before permits may be issued as required by the fire prevention code adopted in this chapter, the fire marshal shall inspect and approve the receptacles, processes, vehicles, buildings or storage places to be used for any such purposes.

**Sec. 7-8. Orders to remove or remedy dangerous accumulations or obstructions.**

- (a) Whenever any fire inspector shall find in any building or upon any premises or other places combustible or explosive matter or dangerous accumulations of rubbish or unnecessary accumulations of waste paper, boxes, shavings or any highly flammable materials especially liable to fire and which is so situated as to endanger property or shall find obstructions to or on fire escapes, stairs, passageways, doors or windows liable to interfere with the operations of the fire department or egress of occupants in case of fire, the inspector shall order the same to be removed or remedied, and

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such order shall forthwith be complied with by the owner or occupant of such premises or buildings, subject to the appeals procedure provided for in the fire prevention code adopted in this chapter.

- (b) Any owner or occupant failing to comply with such order within a reasonable period after the service of the order shall be liable to the penalties as provided in section 1-12.
- (c) The service of any such order may be made upon the occupant of the premises to whom it is directed, either by delivering a copy of the same to such occupant personally or leaving it with any person in charge of the premises or, in case no such person is found upon the premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of the premises. Whenever it may be necessary to serve such an order upon the owner of premises, such order may be served either by delivering to and leaving with the person a copy of the order or, if such owner is absent from the jurisdiction of the officer making the order, by mailing such copy by certified mail to the owner's last known post office address.

#### **Sec. 7-9. Appeals.**

Whenever the fire marshal shall disapprove an application or refuse to grant a permit applied for or when it is claimed that the provisions of the fire prevention code adopted in this chapter do not apply or that the true intent and meaning of the fire prevention code has been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the fire marshal to the town manager within thirty (30) days from the date of the decision appealed.

#### **Sec. 7-10. Summons of aid.**

During the duration of an emergency situation, the town manager, fire chief or any person in charge of the scene shall have authority to summon aid from a person or a group of persons to assist in the protection of lives and property.

#### **Sec. 7-11. False fire alarm.**

A charge in an amount determined by the council and listed in the schedule of fees and charges maintained in the clerk's office shall be made to any owner of an automatic fire detection system for each time that such system becomes activated due to system malfunction, lack of maintenance, or operator error in excess of two (2) times within any calendar month. If such charge is not paid within thirty (30) days after submission of the bill by the town, the town will initiate formal collection procedures, including, if necessary, legal proceedings.

#### **Secs. 7-12—7-30. Reserved.**

### ***ARTICLE II. FIRE PREVENTION CODE***

#### **Sec. 7-31. Adopted.**

The most recent edition of the North Carolina Fire Prevention Code as adopted and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the fire code for the town to the extent such code is applicable for regulating and governing the safeguarding of life and property for fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of building and premises in the town providing the issuance of all permits including optional permits referenced in the current edition of the North Carolina Building Code – Fire Prevention, and each and all regulations, provision, conditions and terms of such.

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**Sec. 7-32. Amended – Generally**

Amendments to the code adopted by this article, which are from time to time adopted and published by the agencies or organizations referred to herein shall be effective in the town at the time amendments are filed with the Fire Chief.

**Sec. 7-33. Official copy.**

An official copy of the code adopted by this article, and official copies of all amendments thereto, shall be kept on file in the office of the Fire Chief. Such copies shall be the official copies of the code and the amendments.

**Sec 7-34. Appendix – Generally.**

Appendices A-H of the North Carolina Fire Prevention Code, is hereby adopted be referenced as fully as though set forth here in as the fire prevention code of the town to the extent such code is applicable for the safe and stable design, methods of construction, minimum standards, and use of materials in building or structures hereafter erected, enlarged, altered, repaired or otherwise constructed or reconstructed

**7-35. Applicability.**

The provisions of the fire prevention code adopted by section 4-26 of this Code shall apply equally to both public and private property, and it shall apply to all structures and their occupancies, except as otherwise specified.

**Sec. 7-36. Enforcement.**

The fire chief of the fire department shall be responsible for the enforcement of the fire prevention code.

**Sec. 7-37. Violation; penalty.**

- (a) It shall be unlawful for any person to violate the fire prevention code adopted in section 4-26 of this Code, to permit or maintain such a violation, to refuse to obey any provision thereof, or to fail or refuse to comply with any such provision or regulation except as variation may be allowed by the action of the fire chief in writing. Proof of such unlawful act or failure shall be deemed prima facie evidence that such act is that of the owner or other person in control of the premises. Prosecution or lack thereof of either the owner, occupant or the person in charge shall not be deemed to relieve any of the others.
- (b) Any person who shall violate any of the provisions of the fire prevention code or shall fail to comply therewith; who shall violate or fail to comply with any order made thereunder; who shall build in violation of any details, statements, specifications or plans submitted or approved thereunder; who shall operate not in accordance with the provisions of any certificate, permit or approval issued thereunder and from which no appeal has been taken; or who shall fail to comply with such an order as affirmed or modified by the fire marshal or by a court of competent jurisdiction within the time fixed in section 7-8 shall severally for each and every violation and noncompliance, respectively, be guilty of a misdemeanor punishable in accordance with the provisions of section 1-12. The imposition of a penalty for any violation shall not excuse the violation nor shall the violation be permitted to continue. All such persons shall be required to correct or remedy such violations or defects within a reasonable time, and when not otherwise specified, the application of such penalty shall not be held to prevent the enforced removal of prohibited conditions.

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**Sec. 7-38. Establishment of limits of districts in which storage prohibited—  
Flammable liquids in outside above-ground tanks.**

The storage of flammable or combustible liquids in outside above-ground tanks and bulk plant operations is prohibited in all areas within the corporate limits of the town, except in the I-1 or limited industrial district and I-2 or general industrial district and in those areas storage may be permitted for personal use and for distribution by wholesale sale only and only by approval of the town's development review committee. Permit applications must be submitted to the development review committee along with a site plan showing the proposed location of the storage facility in relation to existing buildings and structures, adjoining property lines, creeks, ditches, and site drainage facilities. All permits issued shall be granted in accordance with the provisions of Volume V of the state building code. However, this prohibition shall not apply to the storage of flammable liquids in outside above-ground storage tanks in existence on April 15, 1987, but shall apply to any additional construction or major alteration in connection therewith.

**Sec. 7-39. Same—Liquefied petroleum gases in bulk.**

Bulk storage of liquefied petroleum gases is prohibited in all areas within the corporate limits of the town, except in the limited industrial district and the general industrial district, and in those areas storage may be permitted only on appeal to the board of adjustment as provided in the zoning ordinance. Any special permission given by the board of adjustment shall be granted only in accordance with the provisions of NFPA Pamphlet 58 of the fire prevention code. However, this prohibition shall not apply to liquefied petroleum gas bulk storage operations in existence on April 13, 1987, but shall apply to any additional construction or major alteration in connection with the same.

**Sec. 7-40. Same—Explosives and blasting agents.**

The limits referred to in NFPA Pamphlet 495 of the fire prevention code in which storage of explosives and blasting agents is prohibited are hereby established as the corporate limits of the town.

**Sec. 7-41. Designation of fire lanes in public vehicular areas.**

- (a) *Unlawful conduct.* It shall be unlawful for any person to park or leave a motor vehicle or to put or place any other object, structure or obstruction in a fire lane which has been properly established and marked.
- (b) *Fire lanes established.*
  - (1) The fire chief is hereby authorized to establish and designate fire lanes on privately owned "public vehicular areas," as that term is defined in G.S. section 20-4.01(32), for the protection and safety of lives and property.
  - (2) Fire lanes may be designated on any public vehicular area when the fire chief determines that parking or placing of vehicles or other obstructions in that area would interfere with the proper ingress or egress of fire and other emergency vehicles, equipment or personnel.
  - (3) Fire lanes shall be clearly marked, with yellow or another suitable color of paint, with the words "No Parking, Fire Lane," and the boundaries, borders and curbs shall be clearly visible and definable.
- (c) *Fire lanes located.* [The following fire lanes are hereby designated:]
  - (1) Tarboro Senior High School: Beginning at the main entrance of Tarboro Senior High School and running in a northerly direction one hundred fifteen (115) feet in length and being ten (10) feet in width, on the east side of the entrance lane.

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Running along with the traffic lane in front of Tarboro Senior High School to the west faculty parking lot three hundred seventy (370) feet in length and ten (10) feet in width, on the north side of the traffic lane.

Exiting the west faculty parking lot and running along the exit lane to Howard Avenue two hundred sixty-five (265) feet in length and ten (10) feet in width, on the west side of the exit lane.

- (2) Tarboro Shopping Center: Beginning at the southwest corner of 2201 Saint Andrew Street and running in a northerly direction seven hundred forty (740) feet in length and being ten (10) feet in width.
- (3) Edgcombe Square Shopping Center: Beginning at the northeast corner of 1108 Western Boulevard and running in a southerly direction two hundred eight (208) feet in length and being ten (10) feet in width from the curb at the beginning point and twenty (20) feet in width at the end point.

Beginning at the southwest corner of 1112 Western Boulevard and running in an easterly direction two hundred eight (208) feet in length and being fifteen (15) feet in width.

- (4) Parkhill Mall: Beginning at the southwest corner of Parkhill Mall and running in an easterly direction two hundred eighty-seven (287) feet in length and being fifteen (15) feet in width at the beginning point and twenty-five (25) feet from the curb at the end point, continuing from the southeast corner of Parkhill Mall and running in a northerly direction seven hundred thirty-five (735) feet in length and being seventeen (17) feet from the curb in width at the beginning point and seventeen (17) feet in width at the end point.
  - (5) Colonial Plaza Shopping Center: Beginning at the southwest corner of Colonial Plaza Shopping Center and running in a northerly direction one hundred eighty-two (182) feet in length and being sixteen (16) feet in width.  
  
Beginning at the northeast corner of Colonial Plaza Shopping Center and running in a westerly direction one hundred sixty-five (165) feet and being ten (10) feet in width.
  - (6) River Oaks Shopping Center: Beginning at the northwest corner of the shopping center building and running in a southerly direction for nine hundred and five (905) feet in length and turning in an easterly direction and continuing for an additional one hundred fifty (150) feet, and being ten (10) feet in width at the beginning point and fifteen (15) feet in width at the end point.
- (d) *Penalty.* Any person violating this section shall be subject to a civil penalty in the amount of twenty-five dollars (\$25.00) to be recovered by the town. The offender shall be issued a written citation requiring payment to be made to the town within seventy-two (72) hours.

**Secs. 7-42—7-50. Reserved.**

### ***ARTICLE III. VOLUNTEER FIREFIGHTERS***

#### **Sec. 7-51. Application; appointment; supervision.**

On and after July 22, 1996, all applications to become a volunteer firefighter for the town will be reviewed by the fire chief of the town, who will select or reject the application, and his selection for appointment shall be subject to final approval of the appointment as a volunteer firefighter by the town manager. The persons who are volunteer firefighters of the town as of July 22, 1996, shall be governed by the rules and regulations of the town, as the same now exists or as they may be hereafter amended, and shall be supervised by the chain of command as established by the town from time to time.

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**Sec. 7-52. Physical fitness requirements.**

Prior to final appointment as a volunteer firefighter, the applicant must meet the minimum physical fitness requirements as set out in the town fire department health maintenance program adopted by the town council on July 8, 1996, and as the same may be amended from time to time, and must pass a physical examination, which will be conducted by a physician selected by the town.

**Sec. 7-53. Training sessions and fire calls—Compensation.**

Upon appointment as a volunteer firefighter, the individual will be expected to attend training sessions and fire calls. The town will pay the volunteer firefighter fifteen dollars (\$15.00) for each fire call responded to by the firefighter and a like amount for each training session attended, and shall also pay a monthly assessment to the state fireman's and rescue worker's pension fund for the firefighter.

**Sec. 7-54. Same—Attendance.**

Training sessions will be scheduled by the fire chief as approved by the town manager. Any volunteer firefighter missing three (3) consecutive training sessions without cause and prior approval thereof by the fire chief will be terminated as a volunteer firefighter. All volunteer firefighters will be required to attend at least fifteen (15) percent of all fire calls in a fiscal year and attend and successfully complete no less than thirty-six (36) training hours in the same period. Any volunteer firefighter who fails to attend at least fifteen (15) percent [of all fire calls] or successfully complete thirty-six (36) training hours, as herein required, without cause, as determined by the fire chief, will be terminated as a volunteer firefighter.

**SECTION VI**

That this annexation shall become effective on this day of adoption, the 13<sup>th</sup> day of November, 2023.

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*Mayor*

*ATTEST:*

*APPROVED AS TO FORM*

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*Clerk*

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*Town of Tarboro Attorney*

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## Chapter 4 BUILDING REGULATIONS

### ARTICLE I. IN GENERAL

#### Sec. 4-1. Territorial applicability of this chapter, Chapter 7, and Chapter 9.

Pursuant to section 16.2 of the Charter, this chapter, and chapters 7 and 9 of the Code are hereby made effective and enforceable within the territory lying outside the corporate limits of the town and within two (2) miles thereof, with the exception of such part thereof as lies within the corporate limits of the Town of Princeville and on the south or Princeville side of Tar River.

#### Sec. 4-2. Fire limits established.

The following fire limits are hereby established in and for the town:

*Beginning at the intersection of the southern line of Wilson Street and the eastern line of Trade Street and thence running southwardly along the eastern line of Trade Street across Saint John, Church, Saint James, and Pitt streets to an existing iron pipe in the southwest corner of the property described in a deed from Joseph Allison Grayiel to the Town of Tarboro recorded in Book 928 at page 607 of the Edgecombe Public Registry and also being a corner with the property of Retirement Properties of Tarboro, a limited partnership, as the same appears on a plat recorded in Plat Cabinet 1 on Slide 80A in the Edgecombe Public Registry; thence running along and with the southern line of the town and the northern line of Retirement Properties of Tarboro in an easterly direction one hundred forty-two and twenty-eight one-hundredths (142.28) feet to a concrete marker in the western line of an alley or driveway, cornering; thence running in a southerly direction along and with the western line of such alley or driveway and the common line of Retirement Properties of Tarboro and the Town of Tarboro one hundred fifty-six and five one-hundredths (156.05) feet to an iron pipe set in the northern line of Granville Street, another corner between the Town of Tarboro and Retirement Properties of Tarboro; thence running along and with the northern line of Granville Street in an easterly direction across Main Street to the western line of Saint Andrew Street, cornering; thence running along and with the western line of Saint Andrew Street in a northerly direction across Pitt, Saint James, Church and Saint John streets to the southern line of Wilson Street, cornering; thence running along and with the southern line of Wilson Street in a westerly direction across Main Street to the point of beginning.*

#### Secs. 4-3—4-25. Reserved.

### ARTICLE II. TECHNICAL CODES

#### DIVISION 1- GENERALLY

##### Sec. 4-26. Fees.

The fees for the various work permits and inspections required by the provisions of this chapter shall be as determined by the town council from time to time and on file in the offices of the town clerk and building inspection department. Additional inspections or inspection trips by the building inspector, made necessary through of contractor or installer in charge of work to specify the location of the work, or through the failure to perform such work in a proper manner, or to otherwise create conditions making such additional inspections or trips necessary, are hereby designated as “additional inspections” or “reinspections.” There shall be charged and collected from the permittee a fee for each extra such inspection required to be made in an amount determined from time to time by the council and listed in the schedule of fees and charges maintained in the clerk's office.

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**Sec 4-27. Entry, Inspection, and Authority**

The building inspector shall administer the provisions of this chapter with the same rights of entry, inspection and authority granted by his license under the State of North Carolina.

**Sec. 4-28. Permit—Required.**

It shall be unlawful for any person to do any work requiring a permit, without having first obtained a permit therefore from the building inspector.

**Sec. 4-29. Uniform system of road naming and addressing adopted.**

There shall be a uniform system of road names, signage and the assignment and display of road address numbers. The planning department shall be responsible for the administration of these provisions.

**Secs. 4-30-4-50. Reserved.**

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## **DIVISION 2 – Building Code**

### **Sec. 4-51. Adopted.**

The most recent edition of the North Carolina Building Code, as adopted by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the building code of the town to extent such code is applicable for safe and stable design, methods of construction, minimum standards, and use of materials in building or structures hereafter erected, enlarged, altered, repaired or otherwise constructed or reconstructed.

### **Sec. 4-52. Amendments.**

Amendments to the code adopted by this division which are from time to time adopted and published by the agencies or organizations referred to in this shall be effective in the town at the time such amendments are filed with the Building Inspector.

### **Sec 4-53. Official copy.**

An official copy of the building code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

### **Sec 4-54. Appendix – Generally.**

Appendices to the North Carolina State Building Code, is hereby adopted by reference as fully as though set forth here in as the building code of the town to the extent such code is applicable for a safe and stable design, methods of construction, minimum standards, and use of material in building or structures here after erected, enlarged, altered, repaired or otherwise construction or reconstructed.

### **Sec. 4-55. Building inspector.**

- (a) *Office created.* There is hereby created in and for the town the office of building inspector.
- (b) *Appointment; term.* The building inspector shall be appointed by the town manager and shall serve as such inspector until his successor is appointed and qualified.
- (c) *Oath; bond.* Before entering upon the duties of his office, the building inspector shall take and subscribe an oath which, along with his certificate of appointment, shall be filed in the office of the town manager.
- (d) *Conflict of interest.* While holding office, the building inspector shall not engage in nor be interested in business as an architect, engineer or builder nor shall he be financially interested in the sale of building material nor shall he accept fees or other compensation for engineering advice or plans and specifications submitted.
- (e) *Powers and duties generally.* The building inspector is hereby authorized and empowered to enforce all the provisions of this chapter; to take what action may be necessary to remove any conditions which, under the terms of this chapter, shall have been declared to be a nuisance; to make or have made all necessary inspections; to have the right, subject to constitutional limitations, to enter any premises, at reasonable hours, for the purpose of inspection or enforcing this chapter; to keep such records as may be necessary for the efficient maintenance and conduct of his office.
- (f) *Effect of failure to perform duties.* No oversight, dereliction or failure to perform his duties on the part of the building inspector shall legalize the violation of any of the provisions of this chapter.

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**Sec. 4-56. Permit and copy of plans and specifications at work site.**

A copy of the approved plans and specifications together with the permit shall be kept upon the work location until all operations authorized thereby have been completed and accepted. The building inspector shall be notified immediately when work is first begun under any permit.

A permit box shall be maintained on site.

**Secs. 4-57—4-99. Reserved.**

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## **DIVISION III – RESIDENTIAL BUILDING CODE**

### **Sec. 4-100. Adopted.**

The most recent edition of the North Carolina Residential Building Code, as adopted by the North Carolina Building Code Council, is hereby adopted by reference as fully as though set forth herein as the residential building code for one- and two-family residential buildings in the town.

### **Sec. 4-101. Amendments.**

Amendments to the code adopted by this division which are from time to time adopted and published by the agencies or organizations referred to in this shall be effective in the town at the time such amendments are filed with the Building Inspector.

### **Sec 4-102. Official copy.**

An official copy of the building code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

### **Sec 4-103-110. Reserved.**

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## **DIVISION IV – MECHANICAL CODE**

### **Sec 4 – 111. Adopted.**

The most recent edition of the North Carolina Mechanical Code, as adopted by the North Carolina Building Code Council, is hereby adopted by reference as fully as though set forth herein as the mechanical code of the town.

### **Sec 4-112. Amendments.**

Amendments to the code adopted by this division which are from time to time adopted and published by the agencies or organizations referred to in this shall be effective in the town at the time such amendments are filed with the Building Inspector.

### **Sec. 4-113. Official copy.**

An official copy of the building code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

### **Sec. 4-114. Appendix – Generally.**

Appendices to the North Carolina Mechanical Code, is hereby adopted by reference as fully as though set forth here in as the mechanical code of the town to the extent such code is applicable for a safe and stable design, methods of construction, minimum standards, and use of material in building structures here after erected, enlarged, altered, repaired or otherwise construction or reconstructed.

### **Sec. 4-115-4-120 Reserved.**

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## **Division V – Electrical Code**

### **Sec. 121. Adopted.**

The most recent edition of the North Carolina Electrical Code (National Electrical Code), as adopted by the North Carolina Building Code Council, is hereby adopted by reference as fully as though set forth herein as the electrical code of the town.

### **Sec. 122. Amendments.**

Amendments to the electrical code adopted by reference by this article, which are from time to time adopted and published by the agencies or organizations referred to in this shall be effective in the town at the time such amendments are filed with the Building Inspector.

### **Sec. 123. Official copy.**

An official copy of the building code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments,

### **Sec. 124. Connection to source of supply.**

Except where electrical work is done under an annual permit, it shall be unlawful for any person to make connection from a source of electrical energy or to supply electric service to any electric wiring, devices, appliances or equipment for the installation of which a permit is required until a certificate of approval has been issued by the electrical inspector authorizing such connection and the use of such wiring, devices, appliances and equipment. When, for any reason, service to any installation of electric wiring, devices, appliances or equipment has been discontinued, it shall be unlawful for any person to reconnect such installation to a source of supply until a certificate of approval, authorizing such reconnection, has been issued by the electrical inspector.

### **Secs. 4-125-130. Reserved.**

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## **Division VI – PLUMBING CODE**

### **Sec. 4-131. Adopted.**

The most recent edition of the North Carolina Plumbing Code, as adopted and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the plumbing code of the town.

### **Sec. 4-132. Amendments.**

Amendments to the code adopted by reference herein, which are from time to time adopted and published by the agencies or organizations referred to herein, shall be effective in the town at the time such amendments are filed with the Building Inspector.

### **Sec. 4-133. Official copy.**

An official copy of the plumbing code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

### **Sec. 4-134. Appendix – Generally.**

Appendices to the North Carolina Plumbing Code, is hereby adopted by reference as fully as though set forth here in as the plumbing code of the town to the extent such code is applicable for a safe and stable design, methods of construction, minimum standards, and use of material in building or structures here after erected, enlarged, altered, repaired or otherwise construction or reconstructed.

### **Sec. 4-135-140. Reserved.**

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## **Division VI - FUEL GAS CODE**

### **Sec. 4-141. Adopted.**

The most recent edition of the North Carolina Fuel Gas Code, as adopted and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the fuel gas code of the town.

### **Sec. 4-142. Amendments.**

Amendments to the code adopted by reference herein, which are from time to time adopted and published by the agencies or organizations referred to herein, shall be effective in the town at the time such amendments are filed with the Building Inspector.

### **Sec. 4-143. Official copy.**

An official copy of the fuel gas code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

### **Sec. 4-144. Appendix – Generally.**

Appendices to the North Carolina Fuel Gas Code, is hereby adopted by reference as fully as though set forth here in as the fuel gas code of the town to the extent such code is applicable for a safe and stable design, methods of construction, minimum standards, and use of material in building or structures here after erected, enlarged, altered, repaired or otherwise construction or reconstructed.

### **Sec. 4-145-4-150. Reserved.**

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## **DIVISION VII – ENERGY CODE**

### **Sec. 4-151. Adopted.**

The most recent edition of the North Carolina Energy Code, as adopted and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the energy code of the town.

### **Sec. 4-152. Amendments.**

Amendments to the code adopted by reference herein, which are from time to time adopted and published by the agencies or organizations referred to herein, shall be effective in the town at the time such amendments are filed with the Building Inspector.

### **Sec. 4-153. Official copy.**

An official copy of the energy code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

### **Sec. 4-154. Appendix – Generally.**

Appendices to the North Carolina Energy Code, is hereby adopted by reference as fully as though set forth here in as the energy code of the town to the extent such code is applicable for a safe and stable design, methods of construction, minimum standards, and use of material in building or structures here after erected, enlarged, altered, repaired or otherwise construction or reconstructed.

### **Sec. 4-155-4-160. Reserved.**

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## **DIVISION VIII – EXISTING BUILDING CODE**

### **Sec. 4-161. Adopted.**

The most recent edition of the North Carolina Existing Building Code, as adopted and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the existing building code of the town.

### **Sec. 4-162. Amendments.**

Amendments to the code adopted by reference herein, which are from time to time adopted and published by the agencies or organizations referred to herein, shall be effective in the town at the time such amendments are filed with the Building Inspector.

### **Sec. 4-163. Official copy.**

An official copy of the existing building code, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

### **Sec. 4-164. Appendix – Generally.**

Appendices to the North Carolina Existing Building Code, is hereby adopted by reference as fully as though set forth here in as the existing building code of the town to the extent such code is applicable for a safe and stable design, methods of construction, minimum standards, and use of material in building or structures here after erected, enlarged, altered, repaired or otherwise construction or reconstructed.

### **Sec. 4-165-4-169. Reserved.**

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## **DIVISION IX - REGULATIONS FOR MANUFACTURED/MOBILE HOMES**

### **Sec. 4-170. Adopted.**

The most recent edition of the North Carolina Regulation for Manufactured/Mobile Homes code as adopted and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the regulations for manufactured/mobile homes code for the town.

### **Sec. 4-171. Amended – Generally**

Amendments to the code adopted by this article, which are from time to time adopted and published by the agencies or organizations referred to herein shall be effective in the town at the time amendments are filed with the Building Inspector.

### **Sec. 4-172. Official copy.**

An official copy of the code adopted by this article, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

### **Sec. 4-173. Appendix – Generally.**

Appendices of the North Carolina State Regulations for Manufactured/Mobile Home Code, is hereby adopted be referenced as fully as though set forth here in as the regulation for manufactured/mobile home code of the town to the extent such code is applicable for the safe and stable design, methods of construction, minimum standards, and use of materials in building or structures hereafter erected, enlarged, altered, repaired or otherwise constructed or reconstructed.

### **Sec. 4-174-180. Reserved.**

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## **DIVISION X –ACCESSIBILITY CODE**

### **Sec. 4-181. Adopted.**

The most recent edition of the North Carolina Accessibility Code as adopted amended and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the accessibility code for the town.

### **Sec. 4-182. Amended – Generally**

Amendments to the code adopted by this article, which are from time to time adopted and published by the agencies or organizations referred to herein shall be effective in the town at the time amendments are filed with the Building Inspector.

### **Sec. 4-183. Official copy.**

An official copy of the code adopted by this article, and official copies of all amendments thereto, shall be kept on file in the office of the Building Inspector. Such copies shall be the official copies of the code and the amendments.

### **Sec. 4-184. Appendix – Generally.**

Appendices of the North Carolina State Accessibility Code, is hereby adopted be referenced as fully as though set forth here in as the accessibility code of the town to the extent such code is applicable for the safe and stable design, methods of construction, minimum standards, and use of materials in building or structures hereafter erected, enlarged, altered, repaired or otherwise constructed or reconstructed.

### **Sec. 4-185-190. Reserved.**

## Chapter 7 FIRE PROTECTION AND PREVENTION

### ARTICLE I. IN GENERAL

#### Sec. 7-1. Bureau of fire prevention.

- (a) *Created.* To assist in the performance of the responsibilities and duties placed upon the fire chief, a bureau of fire prevention in the fire department is hereby created.
- (b) *Supervision; designation and appointment of fire marshal.* This bureau shall operate under the supervision of the fire chief. The fire chief of the fire department may designate a fire official of the fire department as fire marshal. The fire marshal shall be the administrator of the bureau of fire prevention. The fire marshal shall be responsible for the direct administration and enforcement of the fire prevention code adopted in this chapter as may be set forth by the fire chief. The fire marshal shall be appointed on the basis of examination or other method for determining qualifications.
- (c) *Powers and duties of officers.* It shall be the duty of the officers of the bureau of fire prevention to enforce all laws and ordinances of the town covering the following:
  - (1) The prevention of fires;
  - (2) The storage, sale and use of combustible, flammable or explosive materials;
  - (3) The installation and maintenance of automatic and other fire alarm systems and fire extinguishing equipment;
  - (4) The maintenance and regulation of fire escapes;
  - (5) The means and adequacy of exit in case of fire from factories, schools, hotels, lodginghouses, asylums, hospitals, churches, halls, theaters, amphitheaters and all other places in which numbers of persons work, live or congregate from time to time for any purpose;
  - (6) The investigation of the cause, origin and circumstances of fires;
  - (7) The maintenance of fire cause and loss records;

and such other powers and duties as set forth in this chapter and as may be conferred and imposed from time to time by law.

#### Sec. 7-2. Records and reports.

- (a) *Records of fires; daily reports.* The fire marshal shall compile and keep a record of all fires and of all the facts concerning fires, including injuries, deaths, rescue of persons and statistics as to the extent of such fires and the damage caused thereby and whether such losses were covered by insurance and, if so, in what amount. Such record shall be made daily from the reports made by the technical inspectors under the provisions of this chapter. All such records shall be public.
- (b) *Annual reports.* The fire marshal shall make an annual report of the activities of the bureau of fire prevention and shall transmit this report to the town manager through the fire chief. The report shall contain all proceedings under the fire prevention code adopted in this chapter with such statistics as the fire chief may wish to include therein.

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- (c) *Instructions and forms.* The fire chief shall prepare instructions for the fire marshal and the fire marshal's assistants and forms for their use in the reports required by this section.

### **Sec. 7-3. Inspectors.**

- (a) The fire chief may designate qualified members of the fire department as inspectors as shall from time to time be necessary.
- (b) The fire chief may also designate such number of technical inspectors as shall from time to time be authorized by the fire department. Such technical inspectors shall be selected through an examination to determine their fitness for the position.

### **Sec. 7-4. Investigation of fires.**

- (a) The bureau of fire prevention shall investigate the cause, origin and circumstances of every fire occurring in the town by which property has been destroyed or damaged and, so far as possible, shall determine whether the fire is the result of carelessness or design. Such investigations shall begin immediately upon the occurrence of such a fire. The fire marshal shall take charge immediately of the physical evidence, shall notify the proper authorities designated by law to pursue the investigation of such matters and shall further cooperate with the authorities in the collection of evidence and in the prosecution of the case.
- (b) Every fire shall be reported in writing to the bureau of fire prevention within two (2) days after the occurrence of the fire by the fire department officer who was in charge at the scene of such fire. Such report shall be in such form as shall be prescribed by the fire marshal and shall contain a statement of all facts relating to the cause, origin and circumstances of such fire; the extent of the damage thereof; the insurance upon such property; and such other information as may be required, including the injury, death or rescue of persons.

### **Sec. 7-5. Inspection of hazards upon complaint.**

Whenever any person shall make written complaint to the chief of the fire department that any business or premises constitutes a fire hazard, it shall be the duty of the chief to have the same inspected immediately.

### **Sec. 7-6. Periodic inspection of premises.**

The fire marshal shall inspect or cause to be inspected all premises on a periodic basis and shall make such orders as may be necessary for the enforcement of the laws and ordinances governing the same and for safeguarding of life and property from fire.

### **Sec. 7-7. Inspection required before issuance of permits.**

Before permits may be issued as required by the fire prevention code adopted in this chapter, the fire marshal shall inspect and approve the receptacles, processes, vehicles, buildings or storage places to be used for any such purposes.

### **Sec. 7-8. Orders to remove or remedy dangerous accumulations or obstructions.**

- (a) Whenever any fire inspector shall find in any building or upon any premises or other places combustible or explosive matter or dangerous accumulations of rubbish or unnecessary accumulations of waste paper, boxes, shavings or any highly flammable materials especially liable to fire and which is so situated as to endanger property or shall find obstructions to or on fire escapes, stairs, passageways, doors or windows liable to interfere with the operations of the fire department or egress of occupants in case of fire, the inspector shall order the same to be removed or remedied, and such order shall forthwith be complied with

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by the owner or occupant of such premises or buildings, subject to the appeals procedure provided for in the fire prevention code adopted in this chapter.

- (b) Any owner or occupant failing to comply with such order within a reasonable period after the service of the order shall be liable to the penalties as provided in section 1-12.
- (c) The service of any such order may be made upon the occupant of the premises to whom it is directed, either by delivering a copy of the same to such occupant personally or leaving it with any person in charge of the premises or, in case no such person is found upon the premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of the premises. Whenever it may be necessary to serve such an order upon the owner of premises, such order may be served either by delivering to and leaving with the person a copy of the order or, if such owner is absent from the jurisdiction of the officer making the order, by mailing such copy by certified mail to the owner's last known post office address.

### **Sec. 7-9. Appeals.**

Whenever the fire marshal shall disapprove an application or refuse to grant a permit applied for or when it is claimed that the provisions of the fire prevention code adopted in this chapter do not apply or that the true intent and meaning of the fire prevention code has been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the fire marshal to the town manager within thirty (30) days from the date of the decision appealed.

### **Sec. 7-10. Summons of aid.**

During the duration of an emergency situation, the town manager, fire chief or any person in charge of the scene shall have authority to summon aid from a person or a group of persons to assist in the protection of lives and property.

### **Sec. 7-11. False fire alarm.**

A charge in an amount determined by the council and listed in the schedule of fees and charges maintained in the clerk's office shall be made to any owner of an automatic fire detection system for each time that such system becomes activated due to system malfunction, lack of maintenance, or operator error in excess of two (2) times within any calendar month. If such charge is not paid within thirty (30) days after submission of the bill by the town, the town will initiate formal collection procedures, including, if necessary, legal proceedings.

### **Secs. 7-12—7-30. Reserved.**

## ***ARTICLE II. FIRE PREVENTION CODE***

### **Sec. 7-31. Adopted.**

The most recent edition of the North Carolina Fire Prevention Code as adopted and published by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein as the fire code for the town to the extent such code is applicable for regulating and governing the safeguarding of life and property for fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of building and premises in the town providing the issuance of all permits including optional permits referenced in the current edition of the North Carolina Building Code – Fire Prevention, and each and all regulations, provision, conditions and terms of such.

### **Sec. 7-32. Amended – Generally**

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Amendments to the code adopted by this article, which are from time to time adopted and published by the agencies or organizations referred to herein shall be effective in the town at the time amendments are filed with the Fire Chief.

**Sec. 7-33. Official copy.**

An official copy of the code adopted by this article, and official copies of all amendments thereto, shall be kept on file in the office of the Fire Chief. Such copies shall be the official copies of the code and the amendments.

**Sec 7-34. Appendix – Generally.**

Appendices A-H of the North Carolina Fire Prevention Code, is hereby adopted be referenced as fully as though set forth here in as the fire prevention code of the town to the extent such code is applicable for the safe and stable design, methods of construction, minimum standards, and use of materials in building or structures hereafter erected, enlarged, altered, repaired or otherwise constructed or reconstructed

**7-35. Applicability.**

The provisions of the fire prevention code adopted by section 4-26 of this Code shall apply equally to both public and private property, and it shall apply to all structures and their occupancies, except as otherwise specified.

**Sec. 7-36. Enforcement.**

The fire chief of the fire department shall be responsible for the enforcement of the fire prevention code.

**Sec. 7-37. Violation; penalty.**

- (a) It shall be unlawful for any person to violate the fire prevention code adopted in section 4-26 of this Code, to permit or maintain such a violation, to refuse to obey any provision thereof, or to fail or refuse to comply with any such provision or regulation except as variation may be allowed by the action of the fire chief in writing. Proof of such unlawful act or failure shall be deemed prima facie evidence that such act is that of the owner or other person in control of the premises. Prosecution or lack thereof of either the owner, occupant or the person in charge shall not be deemed to relieve any of the others.
- (b) Any person who shall violate any of the provisions of the fire prevention code or shall fail to comply therewith; who shall violate or fail to comply with any order made thereunder; who shall build in violation of any details, statements, specifications or plans submitted or approved thereunder; who shall operate not in accordance with the provisions of any certificate, permit or approval issued thereunder and from which no appeal has been taken; or who shall fail to comply with such an order as affirmed or modified by the fire marshal or by a court of competent jurisdiction within the time fixed in section 7-8 shall severally for each and every violation and noncompliance, respectively, be guilty of a misdemeanor punishable in accordance with the provisions of section 1-12. The imposition of a penalty for any violation shall not excuse the violation nor shall the violation be permitted to continue. All such persons shall be required to correct or remedy such violations or defects within a reasonable time, and when not otherwise specified, the application of such penalty shall not be held to prevent the enforced removal of prohibited conditions.

**Sec. 7-38. Establishment of limits of districts in which storage prohibited—Flammable liquids in outside above-ground tanks.**

The storage of flammable or combustible liquids in outside above-ground tanks and bulk plant operations is prohibited in all areas within the corporate limits of the town, except in the I-1 or limited industrial district and I-2 or general industrial district and in those areas storage may be permitted for personal use and for distribution by wholesale sale only and only by approval of the town's development review committee. Permit applications must

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be submitted to the development review committee along with a site plan showing the proposed location of the storage facility in relation to existing buildings and structures, adjoining property lines, creeks, ditches, and site drainage facilities. All permits issued shall be granted in accordance with the provisions of Volume V of the state building code. However, this prohibition shall not apply to the storage of flammable liquids in outside above-ground storage tanks in existence on April 15, 1987, but shall apply to any additional construction or major alteration in connection therewith.

#### **Sec. 7-39. Same—Liquefied petroleum gases in bulk.**

Bulk storage of liquefied petroleum gases is prohibited in all areas within the corporate limits of the town, except in the limited industrial district and the general industrial district, and in those areas storage may be permitted only on appeal to the board of adjustment as provided in the zoning ordinance. Any special permission given by the board of adjustment shall be granted only in accordance with the provisions of NFPA Pamphlet 58 of the fire prevention code. However, this prohibition shall not apply to liquefied petroleum gas bulk storage operations in existence on April 13, 1987, but shall apply to any additional construction or major alteration in connection with the same.

#### **Sec. 7-40. Same—Explosives and blasting agents.**

The limits referred to in NFPA Pamphlet 495 of the fire prevention code in which storage of explosives and blasting agents is prohibited are hereby established as the corporate limits of the town.

#### **Sec. 7-41. Designation of fire lanes in public vehicular areas.**

- (a) *Unlawful conduct.* It shall be unlawful for any person to park or leave a motor vehicle or to put or place any other object, structure or obstruction in a fire lane which has been properly established and marked.
- (b) *Fire lanes established.*
  - (1) The fire chief is hereby authorized to establish and designate fire lanes on privately owned "public vehicular areas," as that term is defined in G.S. section 20-4.01(32), for the protection and safety of lives and property.
  - (2) Fire lanes may be designated on any public vehicular area when the fire chief determines that parking or placing of vehicles or other obstructions in that area would interfere with the proper ingress or egress of fire and other emergency vehicles, equipment or personnel.
  - (3) Fire lanes shall be clearly marked, with yellow or another suitable color of paint, with the words "No Parking, Fire Lane," and the boundaries, borders and curbs shall be clearly visible and definable.
- (c) *Fire lanes located.* [The following fire lanes are hereby designated:]
  - (1) Tarboro Senior High School: Beginning at the main entrance of Tarboro Senior High School and running in a northerly direction one hundred fifteen (115) feet in length and being ten (10) feet in width, on the east side of the entrance lane.  
  
Running along with the traffic lane in front of Tarboro Senior High School to the west faculty parking lot three hundred seventy (370) feet in length and ten (10) feet in width, on the north side of the traffic lane.  
  
Exiting the west faculty parking lot and running along the exit lane to Howard Avenue two hundred sixty-five (265) feet in length and ten (10) feet in width, on the west side of the exit lane.
  - (2) Tarboro Shopping Center: Beginning at the southwest corner of 2201 Saint Andrew Street and running in a northerly direction seven hundred forty (740) feet in length and being ten (10) feet in width.

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- (3) Edgcombe Square Shopping Center: Beginning at the northeast corner of 1108 Western Boulevard and running in a southerly direction two hundred eight (208) feet in length and being ten (10) feet in width from the curb at the beginning point and twenty (20) feet in width at the end point.
- Beginning at the southwest corner of 1112 Western Boulevard and running in an easterly direction two hundred eight (208) feet in length and being fifteen (15) feet in width.
- (4) Parkhill Mall: Beginning at the southwest corner of Parkhill Mall and running in an easterly direction two hundred eighty-seven (287) feet in length and being fifteen (15) feet in width at the beginning point and twenty-five (25) feet from the curb at the end point, continuing from the southeast corner of Parkhill Mall and running in a northerly direction seven hundred thirty-five (735) feet in length and being seventeen (17) feet from the curb in width at the beginning point and seventeen (17) feet in width at the end point.
- (5) Colonial Plaza Shopping Center: Beginning at the southwest corner of Colonial Plaza Shopping Center and running in a northerly direction one hundred eighty-two (182) feet in length and being sixteen (16) feet in width.
- Beginning at the northeast corner of Colonial Plaza Shopping Center and running in a westerly direction one hundred sixty-five (165) feet and being ten (10) feet in width.
- (6) River Oaks Shopping Center: Beginning at the northwest corner of the shopping center building and running in a southerly direction for nine hundred and five (905) feet in length and turning in an easterly direction and continuing for an additional one hundred fifty (150) feet, and being ten (10) feet in width at the beginning point and fifteen (15) feet in width at the end point.
- (d) *Penalty.* Any person violating this section shall be subject to a civil penalty in the amount of twenty-five dollars (\$25.00) to be recovered by the town. The offender shall be issued a written citation requiring payment to be made to the town within seventy-two (72) hours.

**Secs. 7-42—7-50. Reserved.**

### ***ARTICLE III. VOLUNTEER FIREFIGHTERS***

#### **Sec. 7-51. Application; appointment; supervision.**

On and after July 22, 1996, all applications to become a volunteer firefighter for the town will be reviewed by the fire chief of the town, who will select or reject the application, and his selection for appointment shall be subject to final approval of the appointment as a volunteer firefighter by the town manager. The persons who are volunteer firefighters of the town as of July 22, 1996, shall be governed by the rules and regulations of the town, as the same now exists or as they may be hereafter amended, and shall be supervised by the chain of command as established by the town from time to time.

#### **Sec. 7-52. Physical fitness requirements.**

Prior to final appointment as a volunteer firefighter, the applicant must meet the minimum physical fitness requirements as set out in the town fire department health maintenances program adopted by the town council on July 8, 1996, and as the same may be amended from time to time, and must pass a physical examination, which will be conducted by a physician selected by the town.

#### **Sec. 7-53. Training sessions and fire calls—Compensation.**

Upon appointment as a volunteer firefighter, the individual will be expected to attend training sessions and fire calls. The town will pay the volunteer firefighter fifteen dollars (\$15.00) for each fire call responded to by the

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firefighter and a like amount for each training session attended, and shall also pay a monthly assessment to the state fireman's and rescue worker's pension fund for the firefighter.

**Sec. 7-54. Same—Attendance.**

Training sessions will be scheduled by the fire chief as approved by the town manager. Any volunteer firefighter missing three (3) consecutive training sessions without cause and prior approval thereof by the fire chief will be terminated as a volunteer firefighter. All volunteer firefighters will be required to attend at least fifteen (15) percent of all fire calls in a fiscal year and attend and successfully complete no less than thirty-six (36) training hours in the same period. Any volunteer firefighter who fails to attend at least fifteen (15) percent [of all fire calls] or successfully complete thirty-six (36) training hours, as herein required, without cause, as determined by the fire chief, will be terminated as a volunteer firefighter.



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

**Subject:** Appointment for November - Downtown Grant Review Committee

**Date:** 11/13/2023

**Memo Number:** 23-79

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The 2-year term for Sylvia Nash expired in October 2023 on the Downtown Grant Review Committee.

Ms. Nash is no longer able to serve another term leaving this position vacant.

Reva Flowers is interested in serving on the Downtown Grant Review Committee and her application is attached.

It is recommended that Council appoint an individual to fill the vacancy at the November Council meeting.

### **ATTACHMENTS:**

Description	Upload Date	Type
Reva Flowers Application	11/13/2023	Cover Memo



## Town of Tarboro

### Application for Boards and Commissions

Please print or type the following information:

Name: Reva Flowers Daytime Telephone: 252 266-4692  
Address: 1302 Maurice Drive Ward: 2 Zip Code: 27886  
Email: revaflowers123@gmail  
Length of Residence in Tarboro: 27 years

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

Downtown Grant Review Committee. Tarboro-Edgecombe Public Arts Commission.

Why would you like to serve?

I would love to serve on one or both committees because of my love for Tarboro. Always wanted to see Tarboro grow. I am a caring and humble person that can help enhanced the growth.

Please describe how your education, work experience, and community activities are relevant to your selections:

I am working with Edgecombe County Schools, along with N.E.C.P. School. I assist neighbors in the area. Encourage all that I know to visit downtown Tarboro. Also, to attend the Art Center.

Community Activities:

Announcer for a church in Tarboro. Assist in keeping the street clean in the neighbor.

Employment History:

Department of Human Development-Fairfax, Va. Edgecombe School

Education: Twelve years of Middle and High School. Attended classes at Edgecombe Comm. College. Attended Nash Comm. College. Certificate for Biblical Studies- Destiny Bible School. Tarboro.

Are you currently a member of any state, federal, or local board, commission, or committee? If so, please list below: No

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

Signature of Applicant: Reva Flowers Date: 11-13-23

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

Submit Application by Mail to: Town of Tarboro or Fax to: 252-641-4254  
Attn: Town Manager  
P.O. Box 220  
Tarboro, NC 27886



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

**Subject:** Appointment for November - Edgecombe County Tourism Development Authority

**Date:** 11/13/2023

**Memo Number:** 23-80

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The (3) three-year term for Rosena Ricks expired in October 2023.

Ms. Ricks is no longer able to serve on the Edgecombe County Tourism Development Authority leaving this position vacant.

Steve Brittain, John Walker, Leigh Ann Muse, and Xavyer Burroughs have expressed interest in serving on this board and their applications are attached.

It is recommended that Council appoint an individual to fill the vacancy at the November Council meeting.

### **ATTACHMENTS:**

Description	Upload Date	Type
Steven Brittain's Application	11/8/2023	Cover Memo
John Walker Application	11/6/2023	Cover Memo
Leigh Ann Muse Application	11/13/2023	Cover Memo
Xavyer Burroughs Application	11/13/2023	Cover Memo



# Town of Tarboro

## Application for Boards and Commissions

Please print or type the following information:

Name: Steven P Brittain Daytime Telephone: 252-904-4540  
Address: 700 Williamsburg Dr Ward: 2 Zip Code: 27886  
Email: US757@aol.com  
Length of Residence in Tarboro: 30+ years

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

Tarboro - Edgecombe County Airport Authority and the Edgecombe County Tourism Development Authority

Why would you like to serve? \_\_\_\_\_

I believe in the future of Tarboro and Edgecombe County. I also believe that to attract business in the future we need a viable airport and associated infrastructure. I hope to be a part of the team to bring that to fruition.

Please describe how your education, work experience, and community activities are relevant to your selections: \_\_\_\_\_

I have been involved in aviation since I was 17 years old serving in the US Air Force, then working in the airline industry in most phases of operations, I was a flight instructor, flew as a corporate pilot in general aviation then as an airline pilot for Piedmont/US Airways/American Airlines for 35 years until my retirement in December 2019.

Community Activities: Previously served on the Tarboro-Edgecombe County Airport Authority

I am currently a member of Howard Memorial Presbyterian Church previously serving as a Deacon and Elder.

Employment History: Currently retired, from March 1985 - December 2019 Pilot, American Airlines,  
from October 1980 - March 1985 Pilot, Airlift Associates, RDU, from November 1976 - October 1980, Operations Agent,  
Piedmont Airlines, from June 1972 - June 1976, Airborne Command Post Communications Systems Specialist, USAF.

Education: Community College of the Air Force, Electronics Technologies.

Jacksonville Senior High School, Jacksonville, NC 1972

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

Tarboro - Edgecombe County Airport Authority

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

Signature of Applicant: Steven P Brittain Date: November 8, 2023

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

Submit Application by Mail to: Town of Tarboro or Fax to: 252-641-4254  
Attn: Town Manager  
P.O. Box 220  
Tarboro, NC 27886



# Application for Boards and Commissions

Please print or type the following information:

Name: John H. Walker Daytime Telephone: 252-565-2154

Address: 1303 N. Main St. Ward: 5 Zip Code: 27886

Email: john.walkernc@yahoo.com

Length of Residence in Tarboro: 11+ years (June 2012 as property owner)

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

Edgecombe County Tourism Development Authority

Why would you like to serve? I believe that with my background and work, I can be of benefit in helping grow tourism in Edgecombe County and Tarboro

Please describe how your education, work experience, and community activities are relevant to your selections: 58 years

media-promoting & covering events; 1996-1999- Chairman, Big (Texas) Convention & Tourist Bureau - chaired 20 member board w/ \$100,000 budget in community at intersection of I-20/101SE

Community Activities: Edgecombe County Veterans Military Museum, Tarboro  
Edgecombe Golden Seniors, Salvation Army Adversary Board

Employment History: Owner My Tarboro Today // Retired - I write: Welcome to Tarboro, Eastern Living, NC Dept of Tourism

Education: BA - Delta State University (1971); McBurnie Institute of Oil and Gas, SMU; Specialty print design @ UN Tech (2003)

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

Yes - Historic district, which I would resign if selected

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

Signature of Applicant:

John H. Walker

Date: 10/26/23

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

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

or Fax to: 252-641-4254



## Town of Tarboro Application for Boards and Commissions

Please print or type the following information:

Name: Leigh Ann Muse Daytime Telephone: 252-375-2061  
Address: 1613 Canterbury Rd Ward: 2 Zip Code: 27886  
Email: LapNC82@gmail.com  
Length of Residence in Tarboro: 40+ years

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

Edgecombe County Tourism Dev. Authority

Why would you like to serve? Living in Edgecombe county for majority of my life

I have a wealth of knowledge and understanding of our comm. strengths.

My familiarity is valuable in shaping tourism. My day working with TBC I was the first person to win over the future Alimentare Baking owners

Please describe how your education, work experience, and community activities are relevant to your selections:

I work daily as a code and web developer - with these skill

I can help facilitate a much more useful user experience on our site  
At my time with TBC I was able to network and meet many tourists

Community Activities: who now call Tarboro home. I am the unofficial

ambassador. I have close network ties with local TV to help promote our town.

Employment History: East Carolina University - Business / Application Analyst

Web development, design, Meteorologist

Education: ECC (Radiography), ECU - Atmospheric Sciences

With a background in marketing & PR I would love to continue to  
Create advertisements via social media and broadcast

Are you currently a member of any state, federal, or local board, commission, or committee? If so, please list below: NO

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

Signature of Applicant: Leigh Ann Muse Date: 11/10/23

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

Submit Application by Mail to: Town of Tarboro or Fax to: 252-641-4254  
Attn: Town Manager  
P.O. Box 220  
Tarboro, NC 27886



## Town of Tarboro

### Application for Boards and Commissions

Please print or type the following information:

Name: XAVIER BURROUGHS Daytime Telephone: 252-801-8531  
Address: 1703 AMBLESIDE DRIVE Ward: \_\_\_\_\_ Zip Code: 27886  
Email: xburroug@yahoo.com  
Length of Residence in Tarboro: 7 MONTHS

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

TOURISM BOARD

Why would you like to serve? \_\_\_\_\_

I would like to serve to be able to positively impact the experience our guests from around the country have in Tarboro

Please describe how your education, work experience, and community activities are relevant to your selections: \_\_\_\_\_

Having been a member of the hospitality industry for the last 20 years, I bring a relevant, operational perspective to the board.

Community Activities: Martin Millenium Academy's Lunch Bunch.

Employment History: Millesima, NYC 3.5 years ; La Table, Houston 3 years ; HUNKY DORY/Bernadine's 2 years ; On The Square 10+ years

Education: H.S. Diploma, Tarboro High School ; Court of Master Sommeliers, Certified Sommelier

Are you currently a member of any state, federal, or local board, commission, or committee? If so, please list below: NO

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

Signature of Applicant: Xavier Burroughs Date: 11/06/2023

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

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

or Fax to: 252-641-4254



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

**Subject:** Appointment for November - Tarboro-Edgecombe Public Arts Commission (TEPAC)

**Date:** 11/13/2023

**Memo Number:** 23-81

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The 2-year term for the following individuals will expire in December 2023:

Rosena Ricks  
Lydia Hyslop  
Milton Farrar

Rosena Ricks, Lydia Hyslop, and Milton Farrar are interested in serving another term on the Tarboro-Edgecombe Public Arts Commission.

Also, due to health reasons, Beverly Sessoms is no longer able to serve on this board leaving this position vacant. Her term expires in December 2025.

Woodra Harrell and Reva Flowers expressed interest in serving in this position and their application is attached.

It is recommended that Council be prepared to fill the vacant term and appoint individuals to fill the expired terms at the December Council meeting.

### **ATTACHMENTS:**

Description	Upload Date	Type
Woodra Harrell's Application	11/6/2023	Cover Memo
Reva Flowers Application	11/13/2023	Cover Memo



## Town of Tarboro

### Application for Boards and Commissions

Please print or type the following information:

Name: Wooda J Harrell Daytime Telephone: 252-414-3200  
Address: 202 Barrington Dr Ward: \_\_\_\_\_ Zip Code: 27886  
Email: wooda628@suddenlink.net  
Length of Residence in Tarboro: 17 yrs

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

Tarboro-Edgemont Public Arts Commission

Why would you like to serve? \_\_\_\_\_

To enrich my community

Please describe how your education, work experience, and community activities are relevant to your selections: \_\_\_\_\_

I have a four year degree. I have worked extensively in Human Resources and as a Staff Director

Community Activities: Community Enrichment Organization as a Board Member Furman Mathewson Memorial Board

Employment History: Retired as a Staff Director for Verizon with 36 years service

Education: Graduated summa cum laude from Shaw University

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

Community Enrichment Organization Talks Mentoring

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

Signature of Applicant: Wooda J Harrell Date: 11-1-23

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

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

or Fax to: 252-641-4254



## Town of Tarboro

### Application for Boards and Commissions

Please print or type the following information:

Name: Reva Flowers Daytime Telephone: 252 266-4692  
Address: 1302 Maurice Drive Ward: 2 Zip Code: 27886  
Email: revaflowers123@gmail  
Length of Residence in Tarboro: 27 years

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

Downtown Grant Review Committee. Tarboro-Edgecombe Public Arts Commission.

Why would you like to serve?

I would love to serve on one or both committees because of my love for Tarboro. Always wanted to see Tarboro grow. I am a caring and humble person that can help enhanced the growth.

Please describe how your education, work experience, and community activities are relevant to your selections:

I am working with Edgecombe County Schools, along with N.E.C.P. School. I assist neighbors in the area. Encourage all that I know to visit downtown Tarboro. Also, to attend the Art Center.

Community Activities:

Announcer for a church in Tarboro. Assist in keeping the street clean in the neighbor.

Employment History:

Department of Human Development-Fairfax, Va. Edgecombe School

Education: Twelve years of Middle and High School. Attended classes at Edgecombe Comm. College. Attended Nash Comm. College. Certificate for Biblical Studies- Destiny Bible School. Tarboro.

Are you currently a member of any state, federal, or local board, commission, or committee? If so, please list below: No

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

Signature of Applicant: Reva Flowers Date: 11-13-23

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

Submit Application by Mail to: Town of Tarboro or Fax to: 252-641-4254  
Attn: Town Manager  
P.O. Box 220  
Tarboro, NC 27886



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

**Subject:** Appointment for November - Edgecombe County Memorial Library Board of Trustees

**Date:** 11/13/2023

**Memo Number:** 23-82

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The (6) six-year term for Ronnie Daughtry will expire in December 2023.

Mr. Daughtry expressed he does wish to continue serving another term on the Edgecombe County Memorial Library Board of Trustees.

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