
AGENDA
TOWN COUNCIL OF THE TOWN OF TARBORO, NC
REGULAR MEETING HELD AT 7:00 PM, MONDAY, DECEMBER 12,
2022
IN THE COUNCIL ROOM, TOWN HALL, TARBORO, NC

1. MEETING CALLED TO ORDER BY THE MAYOR

PLEASE TURN CELL PHONES OFF

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA BY COUNCIL

5. REQUESTS AND PETITIONS OF CITIZENS

(Five minute time limit per person)

6. MATTERS SCHEDULED FOR PUBLIC HEARING

Zoning Map Amendment #22-05 – A public hearing will be held to consider an application from Charles Ainsley to rezone 6.41 acres located on the north side of Daniel Street between Samuel Lane and Panola Street from (HI) to (GR-5).

7. TOWN MANAGERS RECOMMENDATIONS

Consent Items

- (1) Approve minutes of the November 14, 2022 regular meeting.
- (2) Tax Collector's Report

Action Items

- (3) Freedom Org Community Garden Project
- (4) Rural Opportunity Institute - Internship Program
- (5) Tarboro River Bandits Lease Agreement & Budget Amendment
- (6) Tarboro Downtown Social District
- (7) Amend Contract - Auditing Services
- (8) Approve Contracts - Sanitation Trucks
- (9) Appointment for December - Citizens Advisory Recreation Committee
- (10) Appointment for December - Edgecombe County Memorial Library Board of Trustees

8. OTHER REPORTS

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

- (1) Councilwoman Deborah Jordan will discuss recognition of the Juneteenth Holiday

9. ADJOURNMENT

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

WHEREAS, an amendment to the Official Zoning Map has been proposed, which amendment is described or identified as follows:

To rezone 6.41 acres located on the north side of Daniel Street between Samuel Lane and Panola Street from HI (Heavy Industrial) to GR-5 (General Residential-5) zoning classification.

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

Section 1. The Council concludes that the above-described amendment is consistent with the adopted Tarboro Land Use Plan.

Section 2. The Council concludes that its approval of the above-described amendment is reasonable and in the public interest because: the rezoning is consistent with the intent of the Unified Development Ordinance and the Tarboro Land Use Plan.

Section 3. This resolution becomes effective upon adoption.

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

WHEREAS, an amendment to the Official Zoning Map has been proposed, which amendment is described or identified as follows:

To rezone 6.41 acres located on the north side of Daniel Street between Samuel Lane and Panola Street from HI (Heavy Industrial) to GR-5 (General Residential-5) zoning classification.

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

Section 1. The Council concludes that the above-described amendment is not consistent with the adopted Tarboro Unified Development Ordinance and Land Use Plan.

Section 2. The Council concludes that its rejection of the above-described amendment is reasonable and in the public interest because: the amendment is inconsistent with the intent of the Unified Development Ordinance and the Tarboro Land Use Plan.

Section 3. This resolution becomes effective upon adoption.

I, Catherine Grimm, Secretary of the Town of Tarboro's Planning Board and Zoning Commission, in accordance with North Carolina G.S. 160-A-384, hereby certify that the attached list of property owners were mailed notices by first-class mail of this public hearing scheduled for December 12, 2022, at 7:00 PM in the Council Chambers of the Town Hall regarding the request to rezone 6.41 acres located on the north side of Daniel Street between Samuel Lane and Panola Street from HI (Heavy Industrial) to GR-5 (General Residential-5).

Catherine Grimm, Secretary

Property Owner Notification List

Names and addresses of all persons whose property or any part thereof is within 100 feet in any direction of the property sought to be rezoned.

| Name | Address |
|------------------------|--|
| Kanban Industries Inc. | P. O. Box 1178 Tarboro, NC 27886 |
| Jesse Eric Stroud | 180 Cotton Ln. Tarboro, NC 27886 |
| John Scott Daughtridge | 3817 Battleboro Rd. Battleboro, NC 27809 |
| Thomas R. Bryant | 2306 Pecan Dr. Tarboro, NC 27886 |
| Ainsley Properties LLC | 4458 NC Hwy 222 Fountain, NC 27829 |
| Pharma Work LLC | 501 Daniel St. Tarboro, NC 27886 |
| Charles Ainsley | 300 W. St. James St. Tarboro, NC 27886 |
| | |
| | |
| | |

TOWN OF TARBORO

PETITION FOR CHANGE OF ZONING

PETITIONER:

CHARLES AINSLEY

DATE:

9/28/22

The Petitioner named above respectfully requests the Town Council of the Town of Tarboro to rezone the below-described property from HI to GR5 zoning classification. The Petitioner furthermore submits the following information in support of this petition.

1. PETITIONER'S NAME:

CHARLES AINSLEY

ADDRESS:

300 W. ST. JAMES ST. TARBORO, NC 27886

TELEPHONE #:

(252) 813-0167

2. INTEREST IN PROPERTY(IES):

3. BROAD DESCRIPTION OF PROPERTY AREAS SOUGHT TO BE REZONED BY REFERENCE TO ADJOINING STREETS:

4. DESCRIPTION OF INDIVIDUAL LOTS SOUGHT TO BE REZONED:

a. OWNER:

MCCA LLC

TAX MAP: _____ BLOCK: _____ LOT: _____ ACREAGE: 6.41 PARCEL: 473942860100

SUBDIVISION NAME: _____ FRONTAGE: _____ DEPTH: _____

EXISTING STRUCTURES AND USES: VACANT

b. OWNER:

TAX MAP: _____ BLOCK: _____ LOT: _____ ACREAGE: _____ PARCEL: _____

SUBDIVISION NAME: _____ FRONTAGE: _____ DEPTH: _____

EXISTING STRUCTURES AND USES: VACANT

c. OWNER: _____

TAX MAP: _____ BLOCK: _____ LOT: _____ ACREAGE: _____ PARCEL: _____

SUBDIVISION NAME: _____ FRONTAGE: _____ DEPTH: _____

EXISTING STRUCTURES AND USES: _____

d. OWNER: _____

TAX MAP: _____ BLOCK: _____ LOT: _____ ACREAGE: _____ PARCEL: _____

SUBDIVISION NAME: _____ FRONTAGE: _____ DEPTH: _____

EXISTING STRUCTURES AND USES: _____

5. NAMES AND ADDRESSES OF ALL PERSONS WHOSE PROPERTY OR ANY PART THEREOF IS WITHIN 100 FEET IN ANY DIRECTION OF THE PROPERTY SOUGHT TO BE REZONED.

| NAME | ADDRESS |
|---------------------------------------|--|
| #739 KANBAN INDUSTRIES INC | P.O. BOX 1178 TARBORO NC 27886 |
| JESSE SAIC STROUD | 180 COTTON LN TARBORO NC 27886 |
| JOHN SCOTT DAUGHTRIDGE | 3817 BATTLEBORO RD. BATTLEBORO, NC 27809 |
| THOMAS R. BRYANT | 2306 PECAN DR. TARBORO NC 27886 |
| AINSLEY PROPERTIES LLC | 4458 NC HWY 222 FOUNTAIN NC 27829 |
| PHARMA WORK LLC | 501 DANIEL ST TARBORO, NC 27886 |
| | |
| | |
| | |
| | |

6. PLEASE SET OUT AND EXPLAIN THOSE CIRCUMSTANCES PERTINENT TO THE PROPERTY AND THE MANNER IT RELATES TO THE TOWN THAT DEMONSTRATE THAT THE PROPOSED ZONING

DISTRICT CLASSIFICATION IS CONSISTENT WITH THE TOWN'S COMPREHENSIVE PLAN.
MORE SPECIFICALLY:

- (a) How do the potential uses in the new district classification relate to the existing character of the area?

EXISTING USES ARE SIMILAR TO USES ALLOWED
IN PROPOSED ZONING DISTRICT

PROMOTES DEVELOPMENT OF VACANT LAND
IN CITY LIMITS

- (b) In what way is the property proposed for rezoning peculiarly/particularly suited for the potential uses of the new district?

LAND IS BETTER SUITED

- (c) How will the proposed rezoning affect the value of nearby buildings?

WILL NOT NEGATIVELY IMPACT ANY NEARBY
BUILDINGS OR PROPERTY VALUES

- (d) In what way does the rezoning encourage the most appropriate use of the land in the planning jurisdiction?

ENCOURAGING MORE RESIDENTIAL DISTRICTS
WITHIN THE CITY LIMITS

LAND IS BETTER SUITED FOR RESIDENTIAL THAN HI

WHEREFORE, THE PETITIONER REQUESTS THAT THE OFFICIAL ZONING MAP BE AMENDED AS
SET OUT ABOVE. THIS IS THE 28th DAY OF SEPTEMBER,
2022.

PETITIONER'S SIGNATURE:



PLEASE NOTE

For all the persons identified under "5", please attach addressed envelopes with the correct postage. Oversight of this requirement could delay processing your rezoning request.

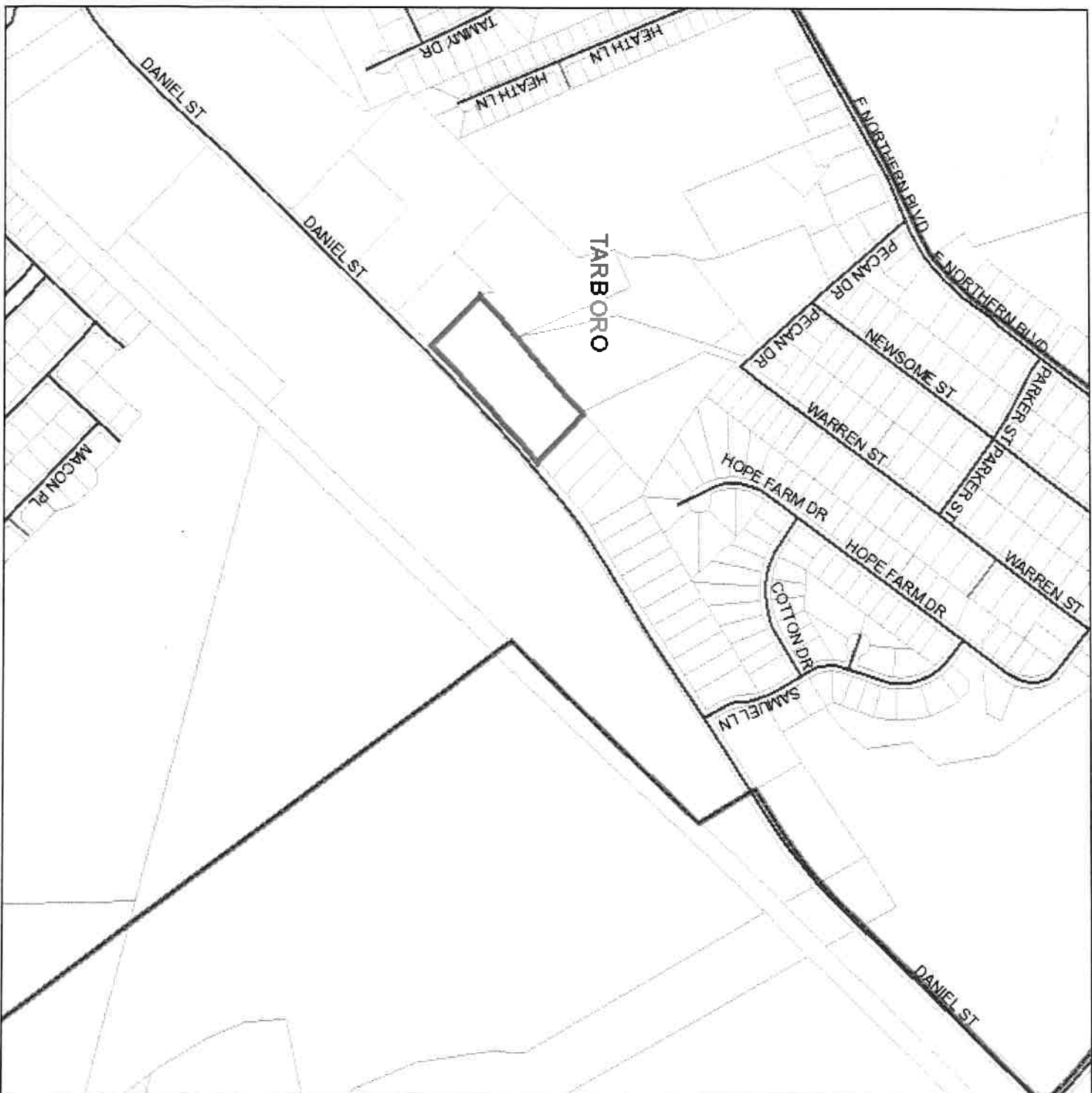
Legal Description (Metes and Bounds Description):

SEE ATTACHED MAP

Current land use: VACANT

Charles Gandy
Signature

9/28/22
Date



PIN: 473942860100

OWNER: MCCA LLC

ADDRESS: 300 WEST SAINT JAMES

CITY: TARBORO

STATE: NC

ZIP: 27886

LOCATION: DANIEL ST

PROPERTY DESCRIPTION:

MORRISON & LLOYD LD

DEED DATE: 3/19/2010

SALE PRICE: 0

DEED LOC: 1578/0609

ACCOUNT: 175967

ACREAGE: 6.41

LAND VALUE: 30925

BLDG VAL: 0

NET VALUE: 30925

DEFERRED: 0

SUBDIVISION:

TAX CODES: C01

ZONING: RA20



Edgecombe County

January 21, 2022

1 inch = 728 feet





STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

October 15, 2020

Ainsley Construction, Inc
Charles Ainsley
300 West St. James Street
Tarboro, NC 27886

Dear Mr. Ainsley:

As discussed per our phone conversation on 10-15-2020, NCDOT does not object to the proposed development of Parcel # 473942860100 to create several lots along Daniels Street. It is understood by the department that there would be one driveway connection per proposed lot. NCDOT reserves the right to reverse this decision based on any future development in this area that may be proposed and submitted to this office at a time before driveway permits have been issued for each lot developed.

If you should have any questions, please feel free to call on me.

Yours very truly,

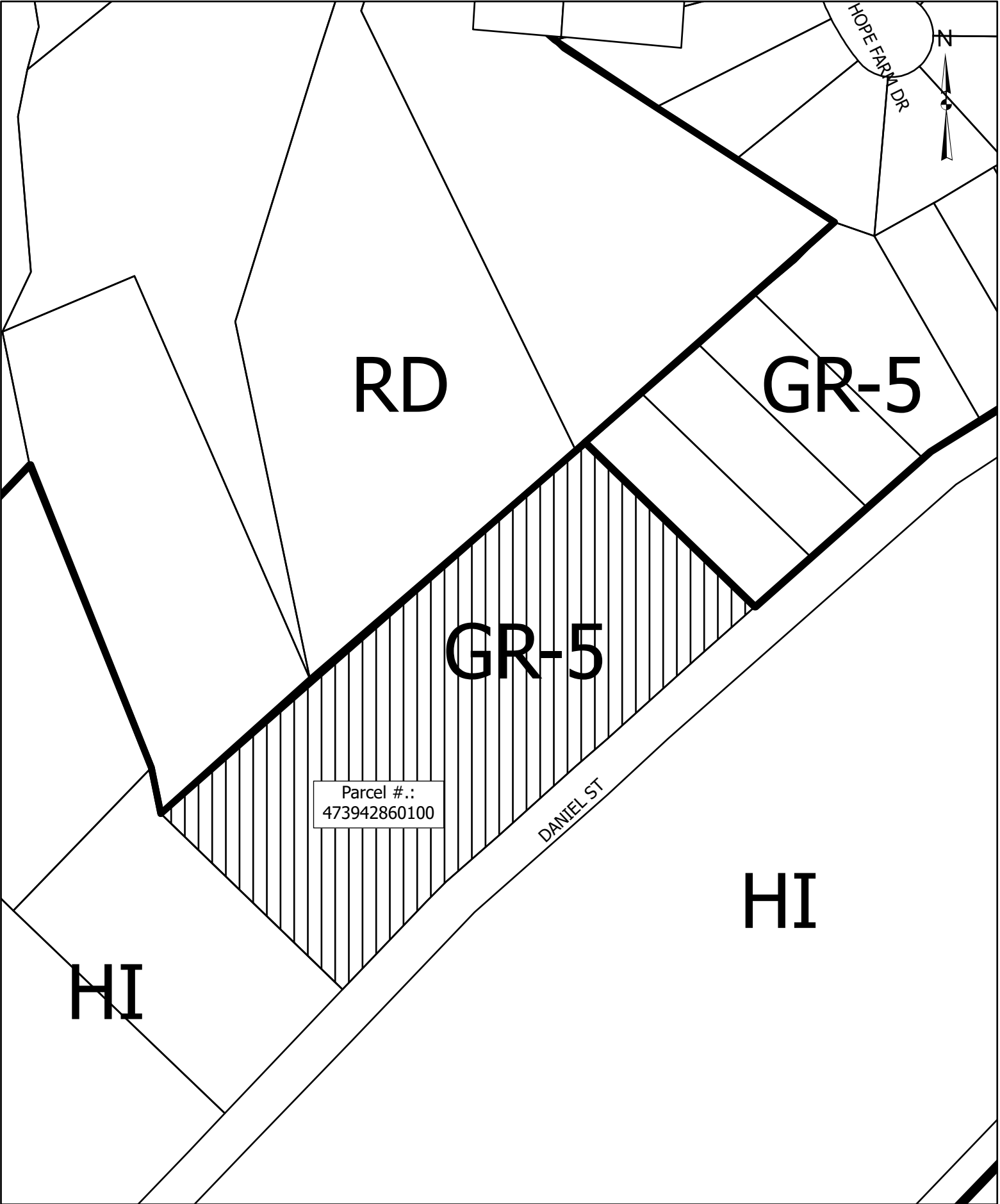
DocuSigned by:

Perry G. Keeter

C740FB82FB18405...

Perry G. Keeter, PE
DISTRICT ENGINEER

Attachment





| NO. | REVISIONS | DATE |
|-----|-----------|------|
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Town of Tarboro

Tarboro, North Carolina

PROPOSED REZONING
FROM HI TO GR-5.

6.41 ACRES LOCATED ON THE NORTH SIDE
OF DANIEL STREET BETWEEN SAMUEL
LANE AND PANOLA STREET

| | | |
|-------------|----------------|--------|
| DWN: CJB | DATE: 12/05/22 | 1 of 1 |
| CKD: | APPD. | |
| SCALE: NONE | PLOT: | |

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE UNIFIED DEVELOPMENT ORDINANCE (ZONING ORDINANCE) OF THE TOWN OF TARBORO AND ITS ENVIRONS TO AMEND THE ZONING CLASSIFICATION OF 6.41 ACRES LOCATED ON THE NORTH SIDE OF DANIEL STREET BETWEEN SAMUEL LANE AND PANOLA STREET FROM HI (HEAVY INDUSTRIAL) TO GR-5 (GENERAL RESIDENTIAL-5).

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO that:

Section 1. The Zoning Map of the Unified Development Ordinance (Zoning Ordinance) of the Town of Tarboro and its Environs be and the same is hereby amended by changing the Zoning Classification of the property hereinafter described by metes and bounds and shown on the attached map from HI (Heavy Industrial) to GR-5 (General Residential -5) and said property being more particularly described as a portion of the below description, and known as parcel number 4739-42-8601:

Beginning at an existing iron pipe which is located at the southeast corner of the property of Kan-Ban Industries, Inc., as described in a Deed recorded in Book 1148, page 36 of the Edgecombe County Public Registry, and from the point of beginning thus described, thence N. 40 deg. 07 min. 47 sec. W. 400.79 feet to an existing iron pipe, cornering; thence N. 53 deg. 34 min. 09 sec. E. 123.79 feet to an existing iron pipe, then N. 55 deg. 00 min. 00 sec. E. 269 feet to an existing iron pipe, thence N. 50 deg. 00 min. 00 sec. E. 78 feet to an existing iron pipe, cornering; thence S. 52 deg. 40 min. 00 sec. E. 72 feet to an existing stone monument, cornering; thence N. 65 deg. 04 min. 43 sec. E. 1,572.27 feet to an existing iron pipe; cornering; thence S. 23 deg. 10 min. 18 sec. E. 330.04 feet to an existing iron pipe, cornering, thence S. 63 deg. 50 min. 04 sec. W. 1,453.10 feet to a new iron pipe, cornering; thence N. 40 deg. 05 min. 24 sec. W. 30.91 feet to an existing iron pipe, cornering; thence S. 64 deg. 19 min. 30 sec. W. 98.87 feet to an existing iron pipe; thence S. 54 deg. 54 min. 12 sec. W. 1,100.12 feet to an existing iron pipe, thence S. 50 deg. 50 min. 39 sec. W. 121.66 feet to an existing iron pipe, the point of beginning. The property described herein contains 23.87 acres and is the identical property shown on a map entitled "Map of Property of C.H. Henderson, Jr., Daniels St. Ext., Tarboro, N.C." dated September 6, 1995 and prepared by Joyner-Keeny & Associates, to which map reference is hereby made for further description.

Section 2. The Town of Tarboro shall modify the Official Zoning Map of the Unified Development Ordinance of the Town of Tarboro and its Environs in accordance with Section 1 above.

Section 3. That this Ordinance shall be effective immediately upon its adoption.

Adopted this 12th day of December 2022.

Town of Tarboro

Tate Mayo, Mayor

ATTEST:

Leslie M. Lunsford, Town Clerk

**MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL OF THE
TOWN OF TARBORO, HELD AT 7:00 PM ON MONDAY, NOVEMBER 14, 2022 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.

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

5. REQUESTS AND PETITIONS OF CITIZENS

Felicia Roebuck, 501 Wayne Avenue - requested Council consider amending the Golf Cart Ordinance to include the use of Club Cars.

6. REPORTS OF BOARDS AND COMMISSIONS

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

Council called for a public hearing to consider the Zoning Map Amendment #22-03 - HI to GR-5 at the December Council meeting.

Clarence Brown made a motion, which was seconded by Sabrina Bynum and Passed, Motion.

7. TOWN MANAGERS RECOMMENDATIONS

Consent Items

Consent Items approved as presented.

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

- (1) Approve minutes of the October 10, 2022 regular meeting.
- (2) Tax Collector's Report
- (3) 2022 Tax Levy Adjustment

Action Items

(4) Town Council Public Comment Policy

Council approved the Public Comment Policy as presented.

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

(5) East Tarboro Canal Conservation Easement Replacement

Council accepted approximately .554 acres of land to be utilized for offset Conservation Easement and authorized the Town Attorney and Town Manager to prepare and execute the appropriate closing documentation respectively.

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

(6) Rural Transformation Grant - Grant Agreement

Council executed the Grant Agreement between the Town of Tarboro and the North Carolina Department of Commerce for \$875,000 in Rural Transformation Grant Funds.

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

(7) Appointment for November - Parking Authority

Council appointed Phillip Lampron to fill the term for the Parking Authority.

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

(8) Appointment for November - Citizens Advisory Recreation Committee

Council appointed Alaric Hopkins to fill the term for the Citizen Advisory Recreation Committee.

Sabrina Bynum made a motion, which was seconded by Alfred Braxton and Passed, Motion.

(9) Appointment for November - Edgecombe County Memorial Library Board of Trustees

No action taken at this time.

8. OTHER REPORTS

A. Town Manager

The Town Manager reminded Council of the Employee Appreciation Luncheon on November 17, 2022 at 12:00 noon at the Electric Department.

B. Town Attorney

None.

C. Council Members

Councilman Woodard - wished everyone a Happy Thanksgiving.

Councilman Taylor - requested an update on the bike lane project, Western Blvd is the next upcoming project.

Councilman Burnette - none.

Councilman Brown - requested an update on the Christmas parade. Tina Parker stated that the Tarboro Edgecombe Chamber of Commerce was responsible for the parade. She did say that the participation was down but that they were still accepting applications.

Councilman Jenkins - none.

Councilmember Jordan - none.

Councilmember Bynum - none.

Councilman Braxton - none.

9. CLOSED SESSION

Councilman Taylor made a motion, which was seconded by Councilman Burnette and passed unanimously that Council enter into closed session per NCGS 143-318.11(a)(5).

Councilman Woodard made a motion, which was seconded by Councilman Jenkins and passed unanimously that Council resume open session.

(1) Closed Session as per NCGS § 143-318.11(a)(5)

10. ADJOURNMENT

Meeting adjourned.

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

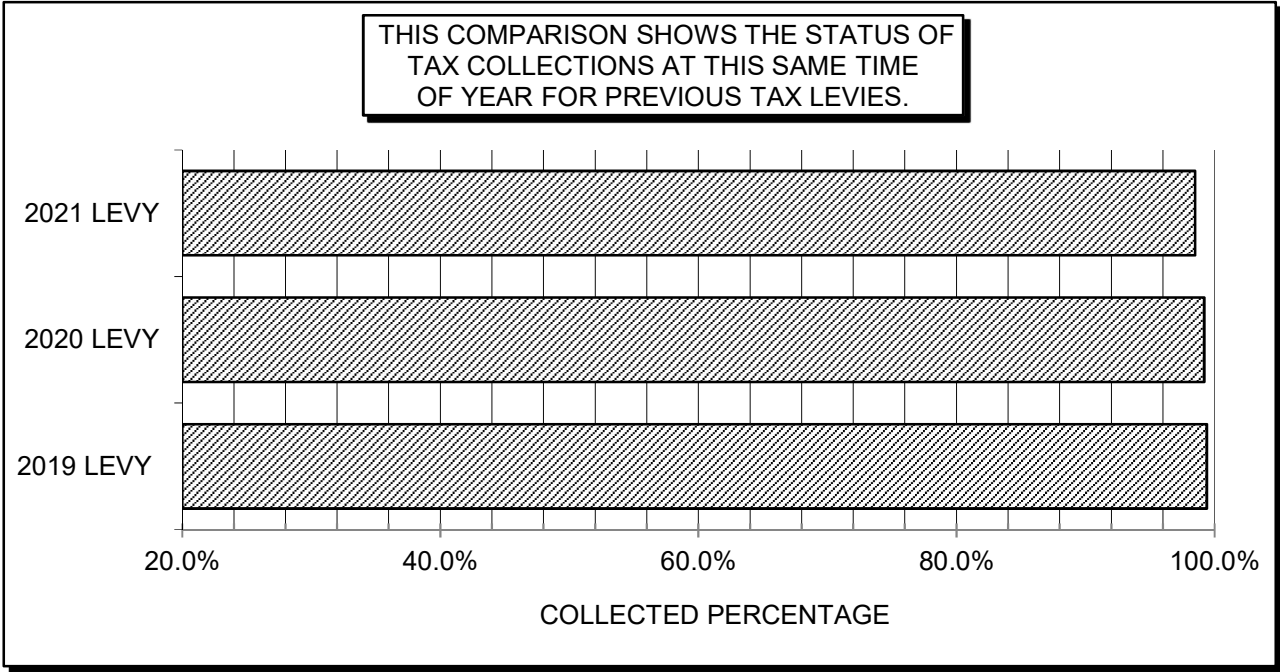
TOWN OF TARBORO, NORTH CAROLINA

TAX COLLECTOR'S REPORT

For the Year Ended November 30, 2022

| Levy Year | Current Fiscal Year Charges | COLLECTIONS | | Uncollected Balance | Collected Percentage |
|-------------------------|-----------------------------|-------------|---------------------|--------------------------|----------------------|
| | | This Month | Fiscal Year-To-Date | | |
| 2022 | 3,392,157.84 | 461,601.89 | 1,093,575.27 | 2,298,582.57 | 32.24% |
| 2021 | 3,331,503.65 | 2,507.81 | 3,191,505.47 | 139,998.18 | 98.00% |
| 2020 | 93,955.89 | 1,231.65 | 49,933.39 | 44,022.50 | 98.67% |
| 2019 | 107,185.89 | 307.21 | 80,786.96 | 26,398.93 | 99.19% |
| 2018 | 53,197.48 | 206.44 | 37,537.95 | 15,659.53 | 99.52% |
| 2017 | 23,861.41 | 6.15 | 11,240.33 | 12,621.08 | 99.61% |
| 2016 | 19,318.84 | 0.00 | 6,708.05 | 12,610.79 | 99.62% |
| 2015 | 15,540.44 | 0.00 | 5,347.69 | 10,192.75 | 99.70% |
| 2014 | 12,033.85 | 0.00 | 4,032.28 | 8,001.57 | 99.76% |
| 2013 | 9,279.68 | 0.00 | 1,881.03 | 7,398.65 | 99.79% |
| 2012 | 7,909.33 | 0.00 | 1,380.67 | 6,528.66 | 99.82% |
| Prior | 15,881.61 | 0.00 | 1,609.26 | 14,272.35 | - |
| Subtotal | 7,081,825.91 | 465,861.15 | 4,485,538.35 | 2,596,287.56 | |
| | | 548.14 | 7,268.43 | <== Interest on Taxes | |
| Net Tax Collections ==> | | 466,409.29 | 4,492,806.78 | | |
| | | 0.00 | 420.00 | <== Beer & Wine Licenses | |
| TOTAL COLLECTED ==> | | 466,409.29 | 4,493,226.78 | | |

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





Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Freedom Org Community Garden Project

Date: 12/12/2022

Memo Number: 22-86

Freedom Org has requested to enter into a lease agreement to utilize vacant Town-owned lots for the purpose of developing an urban community garden. Freedom Org is a 501(c) tax-exempt Community Development Corporation, focused on assisting traditionally under-resourced communities and individuals to discover their own freedoms. This project will help to ensure that everyone has access to organic produce at an affordable cost, while also educating and being a providing agency for communities to live healthier lifestyles.

It is recommended that Council enter into a lease agreement with Freedom Org for use of identified, vacant Town-owned lots.

ATTACHMENTS:

| Description | Upload Date | Type |
|-----------------------------------|-------------|------------|
| Freedom Org Lease Lots | 12/8/2022 | Cover Memo |
| Freedom Org Draft Lease Agreement | 12/8/2022 | Cover Memo |



NORTH CAROLINA)
)
EDGECOMBE COUNTY)

AGREEMENT & LEASE

This Agreement & Lease is made and entered into this the ____ day of _____, 2022, by and between the Town of Tarboro, a North Carolina municipality (hereinafter "Town") and Freedom Org, a North Carolina non-profit corporation (hereinafter "Freedom Org");

RECITALS:

WHEREAS, it is the mission of FREEDOM ORG to _____

_____ ; and

WHEREAS, FREEDOM ORG has been established for the purpose, among others, of providing _____ (how benefit Town citizens); and

WHEREAS, the Town and FREEDOM ORG desire and agree that FREEDOM ORG utilize Town property located at _____ (multiple streets), Tarboro, NC, whereupon vacant lots with covenants against residential construction are located, to carry out its stated mission, activities and programs to benefit the citizens of the Town of Tarboro;

WITNESSETH:

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein, the parties agree as follows:

- 1. Location
FREEDOM ORG may use the vacant lots (hereinafter "Garden"), as further described in **Exhibit A** attached hereto and incorporated herein by reference, for the purpose of carrying out its mission, programs, training and activities described hereinabove.
- 2. Rent
In consideration of the leasing of the Garden as set forth above, FREEDOM ORG covenants and agrees to pay to Town the sum of One Dollar (\$1.00) per annum as rent for the premises.
- 3. Term
The term of this Agreement & Lease shall be for one year, beginning January 1, 2023, and ending December 31, 2023. This Agreement & Lease may be renewed for additional one year periods on the terms and conditions as set forth hereinabove and hereinafter and upon mutual agreement of the parties hereto. FREEDOM ORG and Town agree to give 60 days advance written notice of

either Party's intent to renew or terminate this Agreement & Lease. Town reserves the right to terminate this Agreement & Lease immediately upon the occurrence of any unlawful conduct by FREEDOM ORG, its managers, staff, agents, or invitees on the premises of the Garden or upon any other Town property which the Town reasonably believes to have occurred in its sole discretion, and which may be evidenced by police reports or other first-hand accounts.

4. Accountability

FREEDOM ORG hereby agrees to report at least annually to the Town Council of the Town of Tarboro on the success of their programs at the Garden. Furthermore, FREEDOM ORG and Town agree their respective staffs will cooperate and communicate at least monthly throughout the Agreement & Lease term on the maintenance, use, and care of the Garden.

5. Sign

FREEDOM ORG may, with prior approval of the Town Manager, place a sign on the Garden property advertising the Garden is used by FREEDOM ORG for the duration of the Agreement & Lease term.

6. Supervision

All FREEDOM ORG youth activities carried on at the Garden shall be carried out under the supervision of trained FREEDOM ORG staff and counselors. The Town reserves the right to supervise FREEDOM ORG's use, maintenance, cleaning and care of the Garden facility and grounds for compliance with Town ordinances and policy.

7. Programs & Premises Use

a) *Programs* - The programs to be offered by FREEDOM ORG at the Garden shall be in accordance with **Exhibit B** attached hereto and incorporated herein by reference.

b) *Premises Use* - FREEDOM ORG shall have exclusive use of and access to public areas of the Garden for its sole use and benefit within the terms of this Agreement, excepting only the Town's continued unrestricted access for compliance with Town ordinances, policies and terms of this Agreement.

c) *Maintenance* – FREEDOM ORG shall maintain the leased premises at their expense, Garden, at all times, cutting the grass as needed and keeping the area free of all garbage, litter and debris. FREEDOM ORG may install fencing to

protect its gardening activities and may install or erect temporary storage facilities for its use and benefit during the course of the lease term. All such additional fencing or storage facilities or similar improvements made by FREEDOM ORG shall be maintained at the expense and obligation of FREEDOM ORG and removed at the conclusion of the lease term by FREEDOM ORG.

d) Condition at Termination. At the conclusion of the lease term, FREEDOM ORG shall return the Garden premises to Town in as similar condition as at the outset of this lease as possible, normal wear and tear excepted, free and clear of all temporary structures, garbage or debris and raked clean.

8. Supplies

FREEDOM ORG shall provide all supplies needed for programs implemented at the Garden. The Town agrees to grant use of equipment it owns that is already available for public use, if any, at the Garden to FREEDOM ORG, and may, at Town's sole discretion, utilize its public works employees and equipment to assist in FREEDOM ORG activities.

9. Staffing & Authority

a) FREEDOM ORG shall provide and train staff members to supervise and carry out programs implemented at the Garden. Staff members' salaries and benefits shall be paid by FREEDOM ORG. FREEDOM ORG will provide an on-site director during its hours of operation, which are set forth on **Exhibit C** attached hereto and incorporated herein by reference.

b) Town agrees to direct Town employees to at least monthly, check in with FREEDOM ORG staff at the Garden and work closely with its on-site director to ensure smooth operations of the premises for FREEDOM ORG programs and activities; however, nothing in this Agreement & Lease shall change or alter the Town employees' employment status, duties or responsibilities as an employee of the Town of Tarboro.

c) In the event of a dispute over the Garden premises and/or its use, Town staff or employees shall be the ultimate decision-maker over permissible use of the Garden and grounds, including the authority to direct FREEDOM ORG staff and program participants to cease any impermissible activity on the premises, in accordance with Town ordinances and policies.

10. Insurance and Safety Systems

a) *Liability Insurance* - Each party hereto agrees to inform its general liability insurer of this Agreement & Lease and obtain endorsement or other verification that this agreement for use of the Garden will not be considered a "joint venture" as used in the policy, and that the liabilities of the parties to third parties for joint or individual use of each other's premises will be determined and apportioned in accordance with the laws of the State of North Carolina. FREEDOM ORG will provide Town with a certificate of insurance covering liability for all activities and programs in a sum not less than \$1,000,000 at least seven days prior to the commencement of the initial Agreement & Lease Term, and upon FREEDOM ORG's notice of renewal of any future Term. Such insurance coverage will be provided by FREEDOM ORG through its existing policy. The cost of said insurance coverage shall be paid by FREEDOM ORG. Furthermore, FREEDOM ORG agrees to hold Town harmless from any and all liabilities, including attorney's fees, sustained by FREEDOM ORG by virtue of the use of the Garden according to this Agreement & Lease, except for any negligent acts of the Town or its employees.

b) *Property Insurance* - Town agrees to maintain its hazard insurance coverage of Town property, including the Garden, for the duration of this Agreement & Lease and any renewals hereof.

c) *Contents Insurance* – FREEDOM ORG agrees to provide adequate insurance for its personal property at the Garden.

d) *Safety Measures* – The Town agrees to maintain all street lighting and any fencing as are in operation and use at the Garden as of the date of this Agreement & Lease.

11. Designated Areas/Maintenance

The Town Manager and Public Works Director of the Town shall designate the areas of the Garden available for use by FREEDOM ORG and shall designate the hours of availability of the Garden, including any changes thereto.

12. Waiver.

The terms of this Agreement & Lease may be waived only in writing signed by the Party waiving compliance. Any waiver granted shall be limited to the specific occurrence or obligation waived and any permanent waiver of compliance shall be

made in writing signed by both Parties hereto as an amendment to this Agreement & Lease.

13. Reformation and Severability.

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that each Party shall have the obligation to perform reasonably in the alternative to give the other Party the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the remaining provisions of this Agreement shall be given full effect, and the invalid or unenforceable provision shall be deemed stricken.

14. Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the Parties to this Agreement & Lease and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party hereto without the prior written consent of all Parties.

15. Dispute Resolution.

In the event a disagreement arises regarding any provision of this Agreement & Lease, notwithstanding the Town's ultimate decision-making authority over the maintenance, use and care of the premises at the Garden, the Parties agree the FREEDOM ORG on-site director shall first discuss the dispute with the Town Public Works Director first, with appeal to Town Manager, and attempt to resolve the dispute. The Parties agree to use good faith and reasonable business judgment to resolve the disagreement within thirty (30) days of first verbal notice of a dispute to either Party's said director. In the event that the Parties themselves do not resolve the dispute within thirty (30) days of first verbal notice of the dispute, each Party hereto agrees to submit a written notice of dispute or disagreement to the other Party. Within thirty (30) days of receipt of the written notice, the Parties agree to refer the matter to mediation, and the Parties shall share the mediator's fee and any filing fees equally. Any disagreement that is not resolved through mediation may be submitted to the court of competent

jurisdiction having jurisdiction over Tarboro, Edgecombe County, North Carolina, in accordance with this Agreement.

16. Attorney Fees.

In the event that it shall become necessary for either Party to retain the services of an attorney to enforce any terms of this Agreement by any legal means, the prevailing Party, in addition to all other rights and remedies under this Agreement or as provided by law, shall be entitled to reimbursement of its reasonable attorney's fees and costs of suit by the non-prevailing Party, payable on demand of the prevailing Party.

17. Modification.

No changes, modifications or amendments of any term shall be valid unless agreed upon by the Parties in writing, unless otherwise stated hereinabove. Any agreement between the Parties purporting to amend a term or condition of this Agreement shall, to be effective, specifically identify that term or condition's Paragraph number, and shall include the Parties' specific intent to amend that term or condition.

18. Choice of Words.

The language used in this Agreement shall be deemed to be the language chosen by the Parties to this Agreement to express their mutual intent. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural as the identity of the person or persons may require.

19. No Strict Construction.

Neither Party will assert that it did not draft the words used in the Agreement so that any ambiguities are resolved against the Party that drafted the Agreement so that the rule of strict construction will not be applied against either Party to this Agreement.

20. Headings.

The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

21. Notice.

All notices, demands and requests which may be given or which are required to be given by either Party to the other should be directed to the following personnel:

Town of Tarboro

Mr. Troy Lewis, Town Manager
Mr. _____, Director of Public Works
P.O. Box 220
Tarboro, NC 27886
(252) 641-4200

Freedom Org

22. Choice of Law and Venue.

This Agreement shall be construed in accordance with the laws of North Carolina without giving effect to the North Carolina conflict of law provisions. The Parties further agree that the location and jurisdiction for any dispute arising under this Agreement shall be proper only in any federal or state court located or having jurisdiction in Edgecombe County, North Carolina.

23. Signature.

Upon ratification by the Tarboro Town Council, it is agreed and understood that Troy Lewis, Town Manager of the Town of Tarboro is authorized to execute this Agreement on behalf of the Town; and, _____, President/_____ of FREEDOM ORG is authorized to execute this Agreement on behalf of FREEDOM ORG.

24. Voluntary Signature.

The Parties represent that each has carefully read this Agreement, that they know and understand the contents and consequences thereof, and that they have signed this Agreement voluntarily and with informed consent.

25. Entire Agreement.

This Agreement, together with its Exhibits, constitutes the entire agreement between the Town and FREEDOM ORG relating to the subject matter hereof.

The Parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth herein or in an Exhibit hereto.

26. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement & Lease in duplicate originals under seal on the date set forth in the opening paragraph hereof.

TOWN OF TARBORO

Troy Lewis, Town Manager

FREEDOM ORG

_____, President/_____ (title)

EXHIBIT A
LEGAL DESCRIPTION OF LEASED PREMISES
"GARDEN"

Being a portion of that property located on East St. James Street, _____ Street, and _____ Street within the corporate limits of the Town of Tarboro and further identified as Edgecombe County Tax Parcel ID Numbers: _____, _____, _____, said portion consisting of vacant lots subject to covenants not to build as a result of past Federally funded flood buyouts. The leased premises DOES NOT include the remaining portions of said property not designated on site by Town. Nothing in this description or Agreement shall give FREEDOM ORG sole use of any parking lot, street or other public grounds at any time.

[INSERT LEGAL DESCRIPTIONS]

EXHIBIT B
FREEDOM ORG
PROGRAMMING

EXHIBIT C
Schedule of Activities:

[Insert calendar and hours of operations]



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Rural Opportunity Institute - Internship Program

Date: 12/12/2022

Memo Number: 22-87

Na'im Akbar of the Rural Opportunity Institute will be present to inform Council about and to request the Town of Tarboro's participation in an internship program for Tarboro High School students. The partnership with Rural Opportunity Institute hopes to provide a meaningful professional experience to local high school students while expanding the Town's capacity to serve its residents. In addition to the many benefits to the students and community, staff feels that the experience gained and exposure to the various opportunities available in Town government will serve as a recruitment tool for the Town.

It is recommended that Council enter into a Memorandum of Understanding with Rural Opportunity Institute and authorize the Town Manager to execute the same.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|-------------|------------|
| Rural Opportunity Institute Memorandum of Understanding | 12/6/2022 | Cover Memo |

Dear Troy,

We (Na'im Akbar and Rural Opportunity Institute) have developed the below MOU to ensure that we can work together with the Town on setting up an internship program for high school students this summer. We all recognize that increased employment opportunities are a critical need for our youth, and appreciate the Town's desire to fill this need. We are excited about the chance to work together on a program that can both provide opportunities for our youth and improve the Town's capacity to serve its residents. We are committed to doing all we can to make this program succeed, and hope to one day hold it up as a model for other communities.

The below MOU is not a legally binding document. Instead, it should be viewed as a way to help us align expectations on the program itself and the process that we can use to execute it. We believe that work on this program should start as soon as possible to give us the lead-time we need to ensure that all pieces are in place before the end of the school year. Please share any feedback you have, and we will edit the document accordingly.

Once we are aligned on the internship program's structure and the process through which we can work together to execute it, we can sign the MOU and begin the work. We are excited to create a powerful new opportunity with the Town, and look forward to the project's success.

Regards,

Na'im Akbar
Graham Palmer
Rural Opportunity Institute

MOU for Town of Tarboro High-School Internship Program

Purpose: The purpose of this agreement is to outline the objectives and responsibilities of Na'im Akbar and Rural Opportunity Institute ("ROI") and the Town of Tarboro ("Town") in working to execute community-driven policies regarding a High School Internship Program ("Internship").

Objectives

- Create a paid internship program for 10-15 high school students during the summer of 2023 that will:
 - Provide meaningful professional experience for Interns
 - Pay Interns at minimum wage or above
 - Complete work that will help the Town of Tarboro better accomplish its mission and serve its citizens

Timeline:

| | |
|---|----------------------|
| Number of Interns and Roles Finalized | End of December 2022 |
| Compensation for Interns Finalized | End of Jan 2023 |
| Job Descriptions for Interns Finalized | End of March 2023 |
| Materials and Plan for Recruiting at Schools Finalized | End of March 2023 |
| Recruiting Events Held and Materials Distributed at Schools | April 2023 |
| Application and Selection of Interns Finished | Mid-May 2023 |
| Internship Program Conducted | June-August 2023 |
| Evaluation of Results and Planning for Next Year | Oct-Nov 2023 |

Responsibilities / Expectations of Na'im Akbar and ROI:

- Conduct outreach to schools and other community organizations for recruiting interns
- Attend monthly check-ins with Town to ensure project is on schedule until March, shifting to biweekly check-ins April-August while the program is being implemented
- Provide feedback and expertise from interested community members
- Research best practices for similar internship programs from other places and use them to help the Town design the program

Responsibilities / Expectations of Town

- Attend monthly check-ins with Town to ensure project is on schedule until March, shifting to biweekly check-ins April-August while the program is being implemented
- Determine available budget for paying interns
- Determine ideal number of interns and roles, taking into consideration ROI's feedback
- Create (with ROI's help) job descriptions and project plans for interns
- Assign supervisors to each intern for the summer

Terms and Effective Dates of Agreement:

- This agreement is in effect immediately until November 30, 2023 with the opportunity to continue beyond that
- Reasonable delays for reasons beyond the control of either party such as illness, weather or acts of terrorism may result in a need to mutually agree upon revisions to the timeline and do not constitute breach of contract. Such issues will be addressed on an as-needed basis by mutual agreement.

Signatures:

I have read, understood, and agree with all the information above.

Na'im Akbar Signature

Date

Troy Lewis Signature

Date

Rural Opportunity Institute (ROI) signature

Date



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Tarboro River Bandits Lease Agreement & Budget Amendment

Date: 12/12/2022

Memo Number: 22-88

After another successful season, the Tarboro River Bandits are interested in entering into a three (3) year contract to utilize Municipal Stadium for the 2023, 2024, and 2025 Baseball Seasons. Attached is the updated Lease and Concession Agreement between the Town of Tarboro and the Tarboro River Bandits.

In an effort to improve the safety of the facility and the fan experience, the Tarboro River Bandits would like to partner with the Town of Tarboro on several key capital improvement projects. Specifically, immediate projects will include the installation of handrails on stadium seating steps, large fans in the stadium seating area, and an ice machine for concession operations. The total cost for these projects is estimated to be \$46,000. The Tarboro River Bandits have agreed to pay 50% of the cost for the fans and ice machine or a total of \$19,000.

It is recommended that the Tarboro Town Council authorize the Town Manager to execute the attached three (3) year Lease and Concession Agreement and adopt the attached budget resolution authorizing funds for capital improvement projects at Municipal Stadium.

ATTACHMENTS:

| Description | Upload Date | Type |
|--|-------------|------------|
| Tarboro River Bandits Lease Agreement 2023 | 12/6/2022 | Cover Memo |
| Budget Amendment | 12/7/2022 | Cover Memo |

NORTH CAROLINA

LEASE AND CONCESSION AGREEMENT

COUNTY OF EDGECOMBE

THIS LEASE AND CONCESSION AGREEMENT, made and entered this 12th day of December, 2022, and effective the 23rd day of May, 2023 by and between the Town of Tarboro, North Carolina, a North Carolina municipal corporation, hereinafter designated as “Town”, and Tarboro River Bandits, a North Carolina limited liability company with principal offices located in La Grange, North Carolina, hereinafter designated as the “Team”.

W I T N E S S E T H:

WHEREAS, the Team desires to operate a summer collegiate amateur baseball team in the Town of Tarboro and for that purpose to lease Municipal Stadium in the Town of Tarboro hereinafter designated as Stadium; and

WHEREAS, the Team desires to provide the citizens of Tarboro and other persons with the opportunity to attend and view amateur baseball; and

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties, hereto, the Town does hereby lease to the Team the nonexclusive use of the Stadium for the purposes and pursuant to the provisions contained in this Lease, all under the following terms and conditions.

Article 1 – Definitions and Interpretation

1.1 Definitions. For all purposes of this Lease, the following terms shall have the meanings specified in this Section.

- (a) “Amateur Baseball Games” means any baseball game or exhibition played by organized teams in college, high school or other adult leagues, organizations or groups, and the organized practices for such games where players are not generally paid for their services.
- (b) “Concessions” includes the following items provided by the Team or it’s sub-concessionaires at the Stadium: beverages, confections, peanuts, popcorn, ice cream, hot dogs, hamburgers, and other food and beverage items, and souvenirs, including t-shirts, hats logo apparel, baseball cards, programs novelties and any and all promotional items relating to baseball that are customarily provided to patrons at baseball games. “Concessions” shall also include alcoholic beverages provided that the sale thereof has been pre-approved by the Town of Tarboro as a recurring special event per Section 11-64 of the Tarboro Code of Ordinances and all appropriate permits have been obtained.

Article 2 – Length of Lease

2.1 Length of Lease. The term of this Lease shall be three (3) seasons beginning May 23rd, 2023 and continuing through August 12th, 2026.

2.2 Renewal. At the end of the term, this Lease may be renewed by mutual agreement of the Town and the Team a term of three (3) seasons under such terms and conditions mutually satisfactory to the Town and the Team.

Article 3 – Rent

3.1 Base Rent. Throughout the term of this Lease, the Team shall pay base rent for the designated season as referenced in section 2.1 above, in the total amount of four thousand three hundred fifty dollars (\$4,500.00).

3.2 Additional Costs. In addition to the base rent, the Team shall also pay to the Town costs related to the provision of materials for field preparation such as Quick Dry, Turface, Mound Clay, Paint, etc. Costs per unit will be based on market rate, but will not be billed at less than the following rates:

- Quick Dry \$20.00 per bag
- Turface \$20.00 per bag
- Mound Clay \$20.00 per bag
- Paint \$75.00 per case

3.3 Payment Due Dates. All rent and costs shall be paid to and received by the Town as follows:

- June 1 \$500.00
- July 1 \$2,000 base rent plus incurred costs as referenced in Section 3.2
- August 1 \$2,000 base rent plus incurred costs as referenced in Section 3.2

Any payments due under this Lease which are not received by the Town by the due date shall include a late payment fee of five percent (5%) of the total amount due. In addition, if rent is not timely paid, the Town may require a security deposit in the amount of one (1) years' rent.

3.4 Nonpayment of Rent. It is expressly agreed that if the Team shall neglect to make any payment of rent when due, that the Town may, with twenty (20) days written notice to the Team, immediately declare this Lease terminated and take possession of said premises without prejudice to any other legal remedy the Town may have on account of such nonpayment or other breach of the Lease Agreement.

Article 4 – Utilities

4.1 Team Responsibility. The Team shall provide its own telephone service at the facility as may be required.

4.2 Town Responsibility. The Town shall be responsible for the cost of water, sewer, gas and all electrical current charges at the Stadium (rent includes payment from the Team for the same).

Article 5 – Use of Stadium

5.1 Use by the Town. During the lease period, priority scheduling will be afforded to the Team for the purpose of home games, practices, and other Team events except as provided for in this section. The Tarboro High School Baseball Team shall have priority use of the Stadium for scheduled home games until the completion of their season. With approval of the Team, the Town's Parks and Recreation Department shall be allowed to schedule dates for the playing of recreation, amateur adult/youth, high school, Town-league games, and such other uses as the Town desires. A master calendar of the Stadiums games, practices, and other events will be kept and booked through the Town of Tarboro Athletic Supervisor. For two (2) full weekends of the TOP GUN Summer World Series Tournament, the Town will retain exclusive use of the Stadium for this event. However, the Town will work closely with the Team and TOP GUN directors to ensure that the Team retains the opportunity to host night games during two (2) weekends of the TOP GUN Summer World Series Tournament. Team games for such will be scheduled no earlier than 7:00pm, on Saturday or Sunday. Scheduling for both the Town games and functions and the Team's games and practices shall be by the mutual consent of both the Town and the Team. The Team shall submit to the Town a copy of its season schedule and practice days prior to May 1st of each year.

5.2 Use by Team. In addition to usage of the stadium by the Team during the season, the Team shall also be able to utilize the stadium for three (3) capital improvement fundraising tournaments throughout the offseason on dates to be determined.

5.3 Use of Storage Areas. The Team shall have access to and use of storage areas as prescribed by the Town for the purposes of storing team equipment and supplies for operational and maintenance purposes. The Team shall maintain these areas in a clean, neat, safe and proper manner at all times.

Article 6 – Concessions and Souvenirs

6.1 Concessions by the Team. The Team shall have the exclusive use of the existing Stadium concession facilities at every Team-related event in the Stadium.

6.2 Concession Equipment. The Team shall have the responsibility for maintenance and upkeep of all Concession equipment used by the Team. Following each use, the Team shall promptly clean the equipment so that it is ready for re-use at the next Stadium event. The Team shall not be responsible for costs associated with replacing or repairing equipment that breaks down or ceases to work during normal operations of the equipment. However, the Team will be held responsible for damage done to equipment through negligence or improper use of the same.

6.3 Sub-Concessionaires. The Team shall engage only qualified and reputable sub-concessionaires to assist the Team in providing Concessions.

6.4 Other Concession Requirements.

a) The Team shall order, maintain, and furnish Concessions so as to provide adequate, efficient, and sufficient levels of service to patrons.

b) The Team shall apply for and take any necessary steps to procure and maintain all licenses and permits required for the Team's operation and sale of Concessions. Any request by the Team to serve alcoholic beverages shall be submitted to the Town of Tarboro as provided in Section 11-64 of the Tarboro Code of Ordinances. If alcohol sales are approved by the Town, the Team shall be responsible for any such sales and consumption at the Stadium and the Team does hereby assume all responsibility for maintaining proper order and decorum when alcohol is consumed.

c) The Team shall operate and maintain all Concession areas, equipment, fixtures, and facilities in a neat, clean, sanitary and safe condition.

d) The Team shall provide fresh, sanitary, and wholesome food and beverages and shall provide all beverages in paper/plastic cups or cans/plastic bottles. No glass bottles shall be provided or allowed for beverage Concessions.

e) The Team will not allow the patrons to bring into the Stadium any food, beverage, cans, bottles, or containers for any scheduled event held by the Team.

6.5 Additional Concession Stand Locations. The Team may, if needed, locate additional portable Concession stands at the Stadium upon obtaining the prior approval of the Tarboro Parks and Recreation Director.

Article 7 – Advertising

7.1 Advertising the Team. Subject to the Town's right to approve/disapprove as set forth below, during the Lease the Team shall have the right to sell and display advertising on the inside of the outfield fence of the Stadium and including such areas on the interior of the Stadium as may be approved by the Town's Parks and Recreation Director. The Team shall not place or allow to be placed any advertising on the outside of the Stadium property and specifically, no advertising shall be placed on the outside of the Stadium fencing. The Town reserves the right to place its own branding and logo on the interior and exterior of the stadium where it determines appropriate. The Town shall have the absolute right in its sole discretion to approve/disapprove any advertising within the Stadium, including sponsored promotions. The Team shall include the Town as a primary sponsor on all marketing promotions, utilizing the official Town Logo where appropriate.

Article 8 – Maintenance and Repairs

8.1 Team Responsibility.

a) The Team shall be responsible for clean-up of dug-outs and concession facilities.

b) The Team shall at the Team's sole expense keep and maintain in good condition all alterations, improvements, furnishings, and equipment existing at the time of this Lease or during the term and any renewal of this Lease made or provided by the Team.

c) The Team is responsible for operating the public address system and scoreboard for Team events; and is responsible for proper supervision and security of the Stadium including the adjacent parking areas, for Team events.

d) The Team is responsible for preparing and lining the field prior to games or practices. The Team is responsible for preparing the pitcher's mound and homeplate area prior to each game or practice.

e) The Team is responsible for installing needed Turface, Quick Dry, Mound Clay, and Paint for each of their games or practices.

8.2 Town Responsibility.

a) The Town shall be responsible for providing the Team with trash containers and for picking up and disposing of trash contained within the Town-provided trash containers.

b) The Town shall be responsible for clean-up of the grandstands, bathrooms, entrance areas, and street frontage areas.

c) The Town shall maintain the grass playing areas in a good condition. The Town shall keep these areas edged, and mowed.

d) The Town shall provide the Team with access to infield maintenance tools and supplies for the purposes of preparing the infield for games and practices. Such equipment should include hand screen, tamp, field rakes, squeegees/rollers, brooms, hoses, paint machines, batter's box template, dig out tool, pitching rubber, bases, and a homeplate. Upon request, the Town will provide a mechanical drag. The Team will be responsible for fuel for the drag and ensuring that the drag is stored properly out of the elements.

e) The Town shall allow the use of lights as needed by the Team for games and practices. The Town shall also allow the use of the scoreboard.

f) Except as is otherwise the responsibility of the Team pursuant to the Lease, and except where the Town determines such repair and improvement thereon to be necessary as a result of extraordinary wear and tear attributable to the Team, the Town shall maintain all structures and systems of the Stadium in at least as good condition as of the date of this Lease.

Article 9 – Insurance and Indemnity

9.1 Insurance by the Team. At all times during the term of this Lease, the Team shall, at the Team's expense procure and thereafter maintain the insurance specified in this section with insurance companies acceptable to the Town and licensed to do business in the State of North Carolina. Copies of the aforementioned policies shall be promptly submitted to the Town prior to the commencement of the term of this Lease; and such copies shall be given to the Town throughout the term of the Lease to insure continuous required coverage.

a. Workers Compensation Insurance shall be maintained by the Team providing statutory benefits if required by federal or state labor laws.

b. Liability Insurance shall be maintained by the Team providing commercial general liability insurance, including but not limited to the following coverage's: premise operations, personal injury, host liquor liability and contractual liability. Such insurance shall contain a

combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Each such policy of insurance shall name the Town as an additional insured and should contain a provision that the same may not be canceled or reduced in amount of coverage except upon not less than thirty (30) days prior written notice by the insurance company to Town.

9.2 Indemnity by the Team. The Team shall indemnify and save the Town harmless from and against all claims, losses, damages, and expenses, including attorney fees and suit costs, for personal injuries and property damages, arising out of the use of the Stadium by the Team if caused by willful acts, negligence, or improper operations of the Team by its officers, servants, agents, employees, players, or patrons.

Article 10 – Termination of Lease

10.1 Termination. This Lease may be canceled by either party hereto upon the failure of the other party to carry out its obligation under this Lease, without prejudice to its right to recover damages, if legally recoverable on account of such breach.

Article 11 – Default

11.1 Noncompliance. It is expressly agreed that if the Team shall neglect to do and perform any matter or thing herein agreed to be done and performed by it (other than the payment of rent, which is provided for elsewhere) and shall remain in default thereof for a period of 30 days after written notice from the Town calling attention to such default, Town may declare this Lease in default and take possession of said premises without prejudice to any other legal remedy they may have on account of such default. Said notice to be sent by certified mail to Team. It is expressly understood that the 30 day period called for herein shall begin to run from the date of mailing of said notice in an official depository of the United States Postal Corporation (postage prepaid) and shall not be determined from the date of receipt by Team of said notice.

11.2 Default. If this Lease has been declared to be in default, the Town may elect to terminate this Lease, whereupon it shall be lawful for Town to re-enter said premises and the same to have again, repossess and enjoy as the Town's first and former estate, and thereupon this Lease and everything herein contained on Town's behalf to be done and performed shall cease, terminate and be void, but the Team, its successors and assigns shall be and remain liable to Town for any loss and damages suffered or to be suffered by Town because of the breach by the Team, its successors and assigns, or any covenant, promise or condition on said Team's part to be paid or performed prior to the date of such re-entry; or Town may elect to treat this Lease as continuing and re-enter and re-let the demised premises, or any part thereof, as agent of the Team for the best rent attainable during all or part of the remaining term of this Lease, in which event the rentals received shall be deemed to be for the account of the Team and Team shall be and remain liable for any deficiency in rental below the sum called for the terms of this Lease and entitled to any excess of such rentals over the amount called for by the terms of this Lease; or Town may permit Team to remain in possession of this Lease and bring an action or successive actions for damages suffered by Town because of any breach or breaches of any covenant or condition this Lease including the obligation to pay rent, without prejudice to the right of Town to elect thereafter to pursue any other remedy given under this Lease or by law for any future breach or breaches of covenants or conditions of this Lease by the Team in the

event Town enters and takes possession of the premises as of aforesaid, Team waives any damages that may be caused by Town thus re-entering and taking possession, and any claim or damage that may result from the destruction of or injury to the premises or building and any claim for damage or loss of any property belonging to the Team which may be in or upon the premises.

Article 12 – Miscellaneous

12.1 Nondiscrimination. The Team shall not discriminate on the basis of race, creed, color, sex, age, religion, handicapped status or national origin with respect to use and occupancy of the Stadium.

12.2 Notices. Except where oral notices have been explicitly provided for in this Lease, any notice required by the Town or the Team by the terms of this Lease, shall be in writing and be deemed given and received on the date of the mailing of such notice in writing to the Town of the Team provided such notice is transmitted by certified or registered mail and addressed to the party due such notice. Until notice of a change of address is given to the other party in accordance with the provisions of this section, notices shall be delivered, addressed or directed as follows:

If to Town: Town of Tarboro
500 N. Main Street
Tarboro, NC 27886
Attn: Troy Lewis, Town Manager

If to Team: Tarboro River Bandits
4692 Hunter Creek Drive
La Grange, NC 28551
Attn: Wayne Turnage, Managing Member

12.3 Entire Agreement. This Lease contains and represents the entire Agreement between the Town and the Team.

12.4 Avoidance of Waiver. No failure on the part of the Town to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by the Town, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the Town to enforce the same in the event of any subsequent breach or default.

12.5 No Assignment. The Team may not assign or sublet this Lease without the express written permission of the Town and any purported assignment or sublease hereof will be void and of no effect without such written consent. In the event that this Lease is so assigned by Lessee, Lessee shall within a reasonable time thereafter deliver to the Lessor a duplicate original of the instrument of assignment and assumption in and by which the assignee of this Lease accepts such assignment and assumes all of the obligations of the Lessee under this Lease. This Lease and covenants, terms and conditions thereof shall be binding upon any such assignee.

12.6 Governing Law/Jurisdiction. This Agreement shall be governed by its terms and the laws of the State of North Carolina. The parties agree that this Agreement shall be deemed

executed and completed in North Carolina, that this Agreement shall be performed in North Carolina, and that the courts of North Carolina shall have exclusive jurisdiction over any disputes as to the terms of this Agreement. By the signatures below, the parties consent to the exclusive, personal jurisdiction by the courts of North Carolina and further, waive any objection thereto. Venue shall be Tarboro County, North Carolina.

IN WITNESS WHEREOF, the Town of Tarboro, acting by and through its Manager, has caused this instrument to be executed by its duly authorized managing member all on the day and year first above written.

TOWN OF TARBORO

By: _____
Troy R. Lewis, Town Manager

Tarboro River Bandits

By: _____
Wayne Turnage, Managing Member

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

Anne Mann, Finance Officer

BUDGET RESOLUTION

TOWN COUNCIL OF THE TOWN OF TARBORO

December 12, 2022

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the 2022-2023 Fiscal Year Budget be amended by amending Revenue and Expenditure line items as follows:

| <u>Account Number</u> | <u>Account Name</u> | <u>Current Budget</u> | | <u>Amount of Change</u> | | <u>Revised Budget</u> |
|------------------------------------|-------------------------------------|---------------------------|---|-----------------------------|---|---------------------------|
| REVENUES - GENERAL FUND | | | | | | |
| 10-3310-0100 | Contribution from Community Partner | - | + | 19,000 | = | 19,000 |
| 10-3991-0100 | Fund Balance Appropriated | 1,055,530 | + | 27,000 | = | 1,082,530 |
| EXPENDITURES - GENERAL FUND | | | | | | |
| 10-6120-7300 | Capital Outlay - Improvements | - | + | 46,000 | = | 46,000 |

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



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Tarboro Downtown Social District

Date: 12/12/2022

Memo Number: 22-89

The Economic Vitality Committee of Downtown Tarboro would like for Council to approve a Social District. Social Districts have been implemented in various towns and cities across the state since the North Carolina General Assembly enacted legislation in 2022 allowing municipalities to designate areas where open containers of alcoholic beverages purchased from a licensed ABC permittee can be consumed outdoors, on sidewalks, and on the property of participating businesses that do not have an ABC permit. Beer, wine, or cocktails would be permitted. Alcoholic beverages are not allowed to be possessed or consumed on any property owned, occupied, or controlled by the Town unless that property has been designated by the Town as eligible for the consumption of alcohol under the rules of the Social District and applicable state law. This applies to all Town-owned properties located within a Social District unless otherwise noted.

Many NC communities have adopted Social Districts to include: Wilson, Greenville, Raleigh, Youngsville, Salisbury, Oxford, Newton, Pilot Mountain, Mooresville, Sylva, Mount Airy, Asheboro, Greensboro, Kannapolis, Albemarle, Huntersville, High Point, Monroe, Durham, Thomasville, and Elon to name a few. Rocky Mount is currently in the process of approving a proposed Social District. The Economic Vitality Committee would like to propose a district that would be active Monday - Sunday, 11:00 am - 11:00 pm. Additional information is attached.

It is recommended that Council adopt the attached ordinance to allow for a Social District in Downtown Tarboro and approve the attached Downtown Tarboro Social District Management and Maintenance Plan.

ATTACHMENTS:

| Description | Upload Date | Type |
|--|-------------|------------|
| Downtown Tarboro Social District Information | 12/7/2022 | Cover Memo |
| Downtown Tarboro Social District Management and Maintenance Plan | 12/7/2022 | Cover Memo |
| Tarboro Downtown Social District Map | 12/7/2022 | Cover Memo |

Downtown Tarboro Social District Information

Social districts have been implemented in various towns and cities across the state since the North Carolina General Assembly enacted legislation in 2022 allowing municipalities to designate areas where open containers of alcoholic beverages purchased from a licensed ABC permittee can be consumed outdoors, on sidewalks, and on the property of participating businesses that do not have an ABC permit. Beer, wine, or cocktails would be permitted.

Alcoholic beverages are not allowed to be possessed or consumed on any property owned, occupied, or controlled by the Town unless that property has been designated by the Town as eligible for the consumption of alcohol under the rules of the social district and applicable state law. This applies to all Town-owned properties located within a social district unless otherwise noted.

Many NC communities have adopted social districts to include: Wilson, Greenville, Raleigh, Youngsville, Salisbury, Oxford, Newton, Pilot Mountain, Mooresville, Sylva, Mount Airy, Asheboro, Greensboro, Kannapolis, Albemarle, Huntersville, High Point, Monroe, Durham, Thomasville, and Elon to name a few.

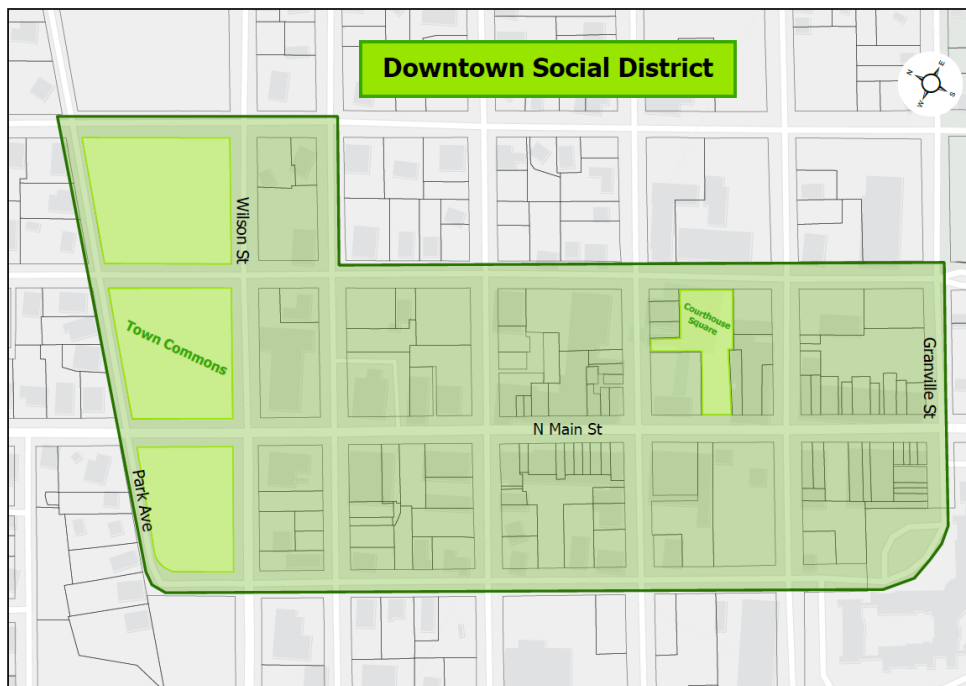
Downtown Tarboro's Economic Vitality Committee would like to propose a district that would be active Monday – Sunday, 11am -11pm.

WHAT ARE THE BENEFITS OF HAVING A SOCIAL DISTRICT?

1. Increased tourism.
2. A Social District offers a broad social and cultural experience for residents and visitors.
3. Opportunity for increased tourism as a 'Destination Downtown.'
4. Opportunity for businesses and non-profits to hold events, such as Art Walk, festivals, crawls and many others.
5. Opportunity for increased dollars spent in stores and eateries as people stay longer to shop, dine and enjoy Tarboro.
6. Opportunity for existing AND new bars, non-bars and restaurants to increase revenue streams by serving "to-go" drinks.
7. Opportunity to encourage business growth with new businesses seeking to participate in this economic opportunity.

8. Anecdotally, people drink more responsibly if they are mobile rather than stationary.
9. Several potential investors in Tarboro have expressed that a social district would act as an incentive for them to invest in building purchases, renovations, and openings of businesses.

The below map defines the proposed social district area.



Participating and Non-Participating Locations

Businesses located within a social district boundary have the option to participate in the social district or opt-out.

Participating businesses (ABC permittees and non-permittees) must display signage indicating their level of participation.



The signs below are also available for any non-participating businesses that may want to post signage. Signage is not required for non-participating businesses. By default, all businesses and ABC permittees in the social district are opted out unless they choose to participate.



Social District Requirements

The social district must meet the following requirements under North Carolina law:

- An alcoholic beverage purchased for consumption in the social district must:
 - be consumed in the social district
 - be disposed of before exiting the social district unless entering a business within the social district that allows alcoholic beverages to be brought inside the business.

ABC Permittee Requirements

A permittee located and selling alcoholic beverages within the social district must meet the following requirements under North Carolina law:

- The permittee must:
 - only sell and serve alcoholic beverages on its licensed premises.
 - only sell alcoholic beverages for consumption in a container that meets all of the following requirements:
 - The container clearly identifies the permittee from which the alcoholic beverage was purchased.
 - The container clearly displays a logo or some other kind of mark that is unique to the social district in which it will be consumed.
 - The container is not comprised of glass.
 - The container displays, in no less than 12-point font, the statement "Drink Responsibly - Be 21."
 - The container shall not hold more than 16 fluid ounces.

Patron Requirements

The possession and consumption of an alcoholic beverage in a social district is subject to all of the following requirements of North Carolina law:

- Only alcoholic beverages purchased from a permittee located in the social district may be possessed and consumed.
- Alcoholic beverages must:
 - only be in designated social district containers
 - only be possessed and consumed during the days and hours set by the Town:
 - Monday through Sunday from 11am to 11pm
- A single patron cannot be sold or delivered alcoholic beverages in excess of:
 - Not more than two alcoholic beverage drinks at one time of any of the following:
 - A malt beverage, unfortified wine, fortified wine
 - Not more than one alcoholic beverage at one time if an alcoholic beverage drink is a mixed beverage or contains spirituous liquor.

- A person must dispose of any alcoholic beverage before exiting the social district unless entering a business within the social district that allows alcoholic beverages to be brought inside the business.

Special Events

North Carolina law allows a special event located within a social district to receive a permit from the ABC Commission for the sale of alcohol within the event area. The special event permittee may also participate in a social district if the requirements under North Carolina law to do so are followed, including allowing beverages with social district cups to be carried from and into the special event area.

Participation in the social district is at the special event holder's discretion. Event organizers will have the choice to allow social district beverages within their event footprint or not.

The following ABC permittees are in support of the Social District and would be interested in participating if approved by Council.

Tarboro Brewing Company

Church St. Tap & Deli

Monday, Monday

On The Square

Town of Tarboro

DOWNTOWN TARBORO SOCIAL DISTRICT MANAGEMENT AND MAINTENANCE PLAN



2022

Downtown Tarboro Social District MANAGEMENT AND MAINTENANCE PLAN

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Downtown Tarboro Social District Management and Maintenance Plan

Introduction

On July 7, 2022, Session Law 2022-49 was signed by the Governor creating a new statute, N.C.G.S. § 18B-300.1, which allows a local government, such as the Town of Tarboro to establish “Social Districts” within its jurisdiction. Without limiting the consumption or possession of alcoholic beverages otherwise allowed under Chapter 18B of the North Carolina General Statutes, the intent of N.C.G.S. § 18B-300.1, as stated in N.C.G.S. § 18B-300.1(a), is to regulate, open containers of alcoholic beverages that customers (persons who purchase alcoholic beverages from a permittee that is in a social district) of certain ABC permittees take from the permittee’s licensed premises (for example those establishments having on-premises, mixed beverage, wine shop, or distillery permits issued by the such as private bars, private clubs, restaurants, and hotels) into another defined area where consumption of the alcoholic beverages is allowed. Accordingly, the law serves to regulate the possession and consumption of open containers of alcoholic beverages within the designated social district. The law further allows non-ABC permittee businesses and private property owners located in a social district to allow on their properties open containers of alcoholic beverages sold by participating social district permittees when the social district is active.

Each social district must be maintained in a manner that protects the health and safety of the general public. This Management and Maintenance Plan (“the Plan”), outlines the management, maintenance, and operations of the Town’s District. In accordance with the provisions of N.C.G.S. § 18B-300.1(d)(2), the Plan, which includes a rendering of the boundaries and days and hours during which alcoholic beverages may be consumed in the social district will be placed on the Town website.

Additionally, in accordance with N.C.G.S. § 18B-300.1(d)(3), before allowing consumption of alcoholic beverages in this social district, the Town will submit to the North Carolina Alcoholic Beverage Control Commission (“ABC Commission”) a detailed map of the social district with the boundaries of the social district clearly marked and the days and hours during which alcoholic beverages may be consumed in the social district.

Management of the Social Districts

The Downtown Tarboro Social District will be jointly managed by the Town’s Planning Department, Public Works Department, and the Police Department; and other departments as needed.

Non-Permittee Business Signs

In accordance with N.C.G.S. § 18B-300.1(d)(4), the Town will develop and approve uniform signs in electronic format indicating that a non-permittee business is included in the social district and allows alcoholic beverages on its premises when the social district is active. The Town will then provide the signs to non-permittee businesses that are included in the social district via digital format only. Participating non-permittee businesses are solely responsible for all printing and placement of required signs. The Town may include private entities, including property owners or property owners' associations. A participating non-permittee business shall display the uniform sign at all times during the times when the social district is active. A customer may not bring an alcoholic beverage into a non-permittee business that does not display the uniform sign. No non-permittee business shall be required to participate or be included in a social district or to allow customers to bring alcohol onto its premises.

Social District Boundaries—Maps

A rendering of the boundaries of the Downtown Tarboro Social District is included within this document.

Days and Hours of Operation

Unless otherwise suspended by operation of law, the Downtown Tarboro Social District will operate on Monday through Sunday from 11:00 a.m. to 11:00 p.m. Alcoholic beverages may be consumed in accordance with the provisions of N.C.G.S. § 18B-300.1 and the Code of Ordinances only during those dates and hours.

Financing

The costs of establishing and managing the Downtown Tarboro Social District will be funded by the Town. Permittee participants and non-permittee business participants are solely responsible for costs associated with their respective properties.

Enforcement and Penalties

Police officers with the Tarboro Police Department will enforce the provisions of N.C.G.S. § 18B-300.1 and the Code of Ordinances. A violation of the provisions of N.C.G.S. § 18B-300.1 (for example N.C.G.S. § 18B-300.1(e) and N.C.G.S. § 18B-300.1(f)) is a Class 1 misdemeanor pursuant to N.C.G.S. § 18B-102(b). A violation of the provisions of Town Code of Ordinances may be punishable as a Class 3 misdemeanor and/or as a civil penalty as therein stated. Of note, pursuant to N.C.G.S. § 18B-300.1(h), during the days and hours when the social district is active, a non-permittee business participating in the social district shall allow law enforcement officers access to the areas of the premises accessible by customers.

Insurance

The Town is insured for its management, maintenance, and operation of the Downtown Tarboro Social District upon the property owned, occupied, or controlled by the Town. Permittee participants and non-permittee businesses are solely responsible for having and maintaining any recommended or required insurance associated with their respective properties.

Sanitation and Maintenance

The Town's Public Works Department will provide sanitation services within the Downtown Social District on the property owned, occupied, or controlled by the Town including trash removal and litter pick up. Permittee participants and non-permittee businesses are solely responsible for sanitation services on their private property. Trash/recycling receptacles will be located within the boundaries of the social district to encourage patrons to properly dispose of their used cups and unconsumed alcohol, as well as throughout the social district area.

Marketing and Promotion

Marketing and promotion of the Downtown Tarboro Social District will be provided by the Town.

Required Signs Designating the Social District

In accordance with the provisions of N.C.G.S. § 18B-300.1(d)(1), the Downtown Tarboro Social District will be clearly defined with signs posted in a conspicuous location indicating which area is included in the social district, the days and hours during which alcoholic beverages may be consumed in the social district, the telephone number for the ALE Division and the Tarboro Police Department, and a clear statement that an alcoholic beverage purchased from a permittee for consumption in a social district shall (1) only be consumed in the social district and (2) be disposed of before the person in possession of the alcoholic beverage exits the social district.

EXAMPLE: An example of a required sign designating the Social District is as follows:



**DOWNTOWN
TARBORO
SOCIAL DISTRICT**

THIS IS THE SOCIAL DISTRICT BOUNDARY

Alcoholic beverages may only be consumed in the social district as follows:

MONDAY - SUNDAY, 11:00AM - 11:00PM

NOTICE

An alcoholic beverage purchased from a permittee as defined by N.C.G.S. § 18-B-300.1 (b)(3) for consumption in the social district shall:

- (1) Only be consumed in the social district
- (2) Be disposed of before the person in possession of the alcoholic beverage exists in the social district.

A violation is punishable as a misdemeanor.
(N.C.G.S. § 18-B-300.1 and N.C.G.S. § 18B-102(b))

Telephone Contacts:
N.C. Alcohol Law Enforcement (ALE) Division:
1-877-ALE-AGENT or (252) 756-4755 (District II)

Tarboro Police Department
Non-Emergency (252) 641-4247



Suspension of the Days and/or Hours of Alcohol Consumption in All or Part of the Social District During Events Requiring Other Permits Pursuant to N.C.G.S. § 18B-300.1(j)

To ensure the overall protection of health and safety of the general public, the Town Manager or designee has the authority to suspend the regular days and/or hours of alcohol consumption in all or part of the Downtown Tarboro Social District during any event requiring other permits pursuant to N.C.G.S. § 18B-300.1(j). Such notice of suspension shall be made in writing and signed by the Town Manager or designee. If the Town Manager or designee decides to suspend the regular days and/or hours of alcohol consumption in all or part of the Downtown Tarboro Social District during any event requiring other permits pursuant to N.C.G.S. § 18B-300.1(j), the Town Manager or designee shall ensure that the Notice of Suspension defining the suspension (including the days, hours, and area) is posted (1) on the exterior main entry doors of Town Hall and (2) on the Town's website.

Open Containers Sold by Participating Permittees—N.C.G.S. § 18B-300.1(e)

In accordance with N.C.G.S. § 18B-300.1(e), a participating permittee in a social district designated by the Town may sell open containers of alcoholic beverages and allow customers to exit its licensed premises to the social district Monday through Sunday from 11:00 a.m. to 11:00 p.m. and shall:

- (1) Only sell and serve alcoholic beverages on its licensed premises.
- (2) Only sell alcoholic beverages for consumption in social district and off the premises of the permittee in a container that meets all of the following requirements:
 - a) The container clearly identifies the ABC permittee from which the alcoholic beverage was purchased.
 - b) The container clearly displays a logo or some other mark that is unique to the social district in which it will be consumed.
 - c) The container is not comprised of glass.
 - d) The container displays, in no less than 12-point font, the statement, "Drink Responsibly – Be 21."
 - e) The container shall not hold more than 16 fluid ounces.

Limitations on Open Containers—N.C.G.S. § 18B-300.1(f)

In accordance with N.C.G.S. § 18B-300.1(f), except as otherwise allowed by Town Code, the possession and consumption of an open container of an alcoholic beverage in a social district designated by the Town is subject to all of the following requirements:

- (1) A customer may only possess and consume open containers of alcoholic beverages that were purchased from a permittee located in the social district.
- (2) Customer-purchased open containers of alcoholic beverages in the social district shall only be in containers meeting the requirements set forth in N.C.G.S. § 18B-300.1(e), except for open containers sold by a permittee for consumption on the permittee's premises.
- (3) A customer may only possess and consume open containers of alcoholic beverages in the social district on Monday through Sunday from 11:00 a.m. to 11:00 p.m.
- (4) A customer shall not possess at one time open containers of alcoholic beverages in the social district in excess of the number of alcoholic beverages that may be sold and delivered by a retail permittee as set forth in N.C.G.S. § 18B-1010. Pursuant to N.C.G.S. § 18B-1010, a social district permittee participant may sell and deliver open containers of alcoholic beverage drinks to a single patron with the following limitations:
 - a) Not more than two alcoholic beverage drinks at one time if the alcoholic beverage drinks are any of the following:
 1. A malt beverage.
 2. Unfortified wine.
 3. Fortified wine.
 - b) Not more than one alcoholic beverage at one time if an alcoholic beverage drink is a mixed beverage or contains spirituous liquor.
- (5) A customer shall dispose of any open container of an alcoholic beverage purchased from a social district permittee participant in the customer's possession prior to exiting the social district unless the customer is reentering the licensed premises of the permittee participant where the customer purchased the alcoholic beverage.
- (6) Notwithstanding N.C.G.S. § 18B-300 and N.C.G.S. § 18B-301, a social district permittee participant or non-permittee business participant may allow a customer to possess and consume on the business's premises alcoholic beverages purchased from any social district permittee participant in the social district.

Of additional note, Session Law 2022-49 also amended N.C.G.S. § 18B-301 (Possession and consumption of fortified wine and spirituous liquor.) by adding a new subsection (b1), which states: “(b1) Possession in a Social District or Common Area. – It shall be lawful, without an ABC permit, for a person to possess an open container of fortified wine or spirituous liquor in a social district or a designated consumption area under a common area entertainment permit in compliance with the provisions of G.S. 18B-300.1 or G.S. 18B-1001.5, respectively.

N.C.G.S. § 18B-300.1

(Listed at time of publication; subject to change)

N.C.G.S. § 18B-300.1. Authorization and regulation of social districts.

(a) Policy. – The intent of this section is to regulate open containers of alcoholic beverages that customers of a permittee take from the permittee’s licensed premises into another area where consumption of the alcoholic beverages is allowed. This section shall not in any way limit the consumption or possession of alcoholic beverages otherwise allowed under this Chapter.

(b) Definitions. – The following definitions apply in this section:

- (1) Customer. – A person who purchases an alcoholic beverage from a permittee that is in a social district.
 - (2) Non-permittee business. – A business that is located in a social district and does not hold any ABC permit.
 - (3) Permittee. – An establishment holding any of the following permits issued by the Commission:
 - a. An on-premises malt beverage permit issued pursuant to G.S. 18B-1001(1).
 - b. An on-premises unfortified wine permit issued pursuant to G.S. 18B-1001(3).
 - c. An on-premises fortified wine permit issued pursuant to G.S. 18B-1001(5).
 - d. A mixed beverages permit issued pursuant to G.S. 18B-1001(10).
 - e. A wine shop permit issued pursuant to G.S. 18B-1001(16).
 - f. A distillery permit issued pursuant to G.S. 18B-1100(5).
 - (4) Social district. – A defined area in which a person may consume alcoholic beverages sold by a permittee. A social district may include both indoor and outdoor areas of businesses within or contiguous to the defined area during the days and hours set by the local government by ordinance pursuant to subsection (d) of this section. A social district may include privately owned property, including permittees and non-permittee businesses, and multi-tenant establishments, as defined in G.S. 18B-1001.5, and public streets, crosswalks, or parking areas whether or not the streets or parking areas are closed to vehicle traffic.
- (c) Local Ordinances Authorized. – Pursuant to G.S. 153A-145.9, a county may

adopt an ordinance designating one or more social districts in the parts of the county outside any city. Pursuant to G.S. 160A-205.4, a city may adopt an ordinance designating one or more social districts.

(d) Requirements for Designation. – A social district designated under this section shall meet all of the following requirements:

- (1) The social district shall be clearly defined with signs posted in a conspicuous location indicating which area is included in the social district, the days and hours during which alcoholic beverages may be consumed in the social district, the telephone number for the ALE Division and the local law enforcement agency with jurisdiction over the area comprising the social district, and a clear statement that an alcoholic beverage purchased from a permittee for consumption in a social district shall (i) only be consumed in the social district and (ii) be disposed of before the person in possession of the alcoholic beverage exits the social district. The hours set by a city or county during which customer-purchased alcoholic beverages may be consumed in a social district shall be in accordance with G.S. 18B-1004.
- (2) The city or county, or the city's or county's designee, shall establish or approve management and maintenance plans for the social district and post these plans, along with a rendering of the boundaries of the social district and days and hours during which alcoholic beverages may be consumed in the social district, on the website for the city or county. The city's or county's designee may include a private entity, including a property owner or property owner's association. Any plan established under this subdivision shall be approved by the governing body of the city or county. The social district shall be maintained in a manner that protects the health and safety of the general public. The city or county may establish guidelines in the ordinance establishing the social district or in its management and maintenance plan to allow for suspension of regular days and hours of alcohol consumption in all or part of a social district during events requiring other permits pursuant to subsection (j) of this section.
- (3) Before allowing consumption of alcoholic beverages in a social district, the city or county shall submit to the Commission a detailed map of the social district with the boundaries of the social district clearly marked, and the days and hours during which alcoholic beverages may be consumed in the social district. The city or county shall only be required to submit a revised map to the Commission if the city or county amends the geographic footprint of a social district. A permittee may be included in the social district even if it chooses to exclude open containers of alcoholic beverages purchased from other permittees in the social district.
- (4) The city or county, or the city's or county's designee, shall develop or approve uniform signs indicating that a non-permittee business is included in the social district and allows alcoholic beverages on its premises when the social district is active and distribute the signs to non-permittee businesses that are included in the social district. The city's or county's designee may include a private entity, including a property owner or property owner's association. The signs may be in the

form of a sticker, placard, or other format as deemed appropriate by the city or county. A participating non-permittee business shall display the uniform sign at all times during the times when the social district is active. A customer may not bring an alcoholic beverage into a non- permittee business that does not display the uniform sign. No non- permittee business shall be required to participate or be included in a social district or to allow customers to bring alcohol onto its premises.

(e) Open Containers Sold by Permittees. – A permittee located in a social district may sell open containers of alcoholic beverages and allow customers to exit its licensed premises to the social district in accordance with the following requirements:

- (1) The permittee shall only sell and serve alcoholic beverages on its licensed premises.
- (2) The permittee shall only sell an open container of an alcoholic beverage for consumption in the social district and off the premises of the permittee in a container that meets all of the following requirements:
 - a. The container clearly identifies the permittee from which the alcoholic beverage was purchased.
 - b. The container clearly displays a logo or some other mark that is unique to the social district in which it will be consumed.
 - c. The container is not comprised of glass.
 - d. The container displays, in no less than 12-point font, the statement, “Drink Responsibly – Be 21.”
 - e. The container shall not hold more than 16 fluid ounces.
- (3) Nothing in this subsection shall be construed to authorize the sale and delivery of alcoholic beverage drinks in excess of the limitation set forth in G.S. 18B-1010.

(f) Limitations on Open Containers. – Except where otherwise allowed by local ordinance, the possession and consumption of an open container of an alcoholic beverage in a social district is subject to all of the following requirements:

- (1) A customer may only possess and consume open containers of alcoholic beverages that were purchased from a permittee located in the social district.
- (2) Customer-purchased open containers of alcoholic beverages in the social district shall only be in containers meeting the requirements set forth in subsection (e) of this section, except for open containers sold by a permittee for consumption on the permittee’s premises.
- (3) A customer may only possess and consume open containers of alcoholic beverages in the social district during the days and hours set by the city or county in accordance with subsection (b) of this section, not to exceed the hours for consumption authorized pursuant to G.S. 18B-1004.
- (4) A customer shall not possess at one time open containers of alcoholic beverages in the social district in excess of the number of alcoholic beverages that may be sold and delivered by a retail permittee as set forth in G.S. 18B-1010.
- (5) A customer shall dispose of any open container of an alcoholic beverage purchased from a permittee in the customer’s possession prior to exiting the social district unless the customer is reentering the licensed premises of the permittee where the customer purchased the alcoholic beverage.

- (6) Notwithstanding G.S. 18B-300 and G.S. 18B-301, a permittee or non-permittee business may allow a customer to possess and consume on the business's premises alcoholic beverages purchased from a permittee in the social district.

(g) Limitations on Closed Containers. – A person, including a customer who is in possession of an open container of an alcoholic beverage authorized under this section, may possess alcoholic beverages in closed containers in a social district to the extent allowed by law.

(h) Responsibilities of Non-Permittee Businesses. – A non-permittee business that is part of a social district and that allows customers to bring alcoholic beverages onto its premises shall not be responsible for enforcement of this Chapter. All non-permittee businesses that are part of a social district and that allow customers to bring alcoholic beverages onto their premises shall clearly post signage on any exits that do not open to the social district indicating that alcoholic beverages may not be taken past that point. During the days and hours when the social district is active, a non-permittee business that allows customers to bring alcoholic beverages onto its premises shall allow law enforcement officers access to the areas of the premises accessible by customers.

(i) Multi-Tenant Establishments Located in a Social District. – Permittees and non-permittee businesses in a multi-tenant establishment located within a social district may participate in the social district regardless of whether the multi-tenant establishment has a common area entertainment permit.

(j) Interaction with Other Permits. – The Commission shall issue permits for special events occurring partially or entirely within the boundaries of a social district as follows:

- (1) The Commission may issue special one-time permits pursuant to G.S. 18B-1002(a)(2) or (a)(5) for events occurring on premises located partially or entirely within the boundaries of a social district. If the event is scheduled to occur during hours when alcoholic beverages may be consumed in the social district, the event permittee shall, in addition to obtaining such signed law enforcement notification as may be required under the Commission's rules, include in such notification a statement that the event is to occur in a social district during days and hours designated for consumption of alcoholic beverages.
- (2) A permittee holding a winery special event permit, malt beverage special event permit, or spirituous liquor special event permit pursuant to G.S. 18B-1114.1, 18B-1114.5, and 18B-1114.7, respectively, may sell and serve products at special events taking place in a social district.
- (3) A permittee holding a mixed beverages catering permit pursuant to G.S. 18B-1001(12) may serve spirituous liquor to guests at events taking place in a social district

Resolution Creating the Downtown Tarboro Social District

RESOLUTION NO. ____

RESOLUTION OF THE TOWN OF TARBORO COUNCIL TO AUTHORIZE AND DESIGNATE THE DOWNTOWN TARBORO SOCIAL DISTRICT

WHEREAS, Session Law 2022-49, Part XX, Section 3.(e) and Section 3.(f) authorizes a city to adopt an ordinance designating a social district for use in accordance with newly created N.C.G.S. § 18B-300.1; and

WHEREAS, N.C.G.S. § 18B-300.1 defines a social district as “a defined area in which a person may consume alcoholic beverages sold by a permittee [which] may include both indoor and outdoor areas of businesses within or contiguous to the defined area during the days and hours set by the local government by ordinance pursuant to [N.C.G.S. § 18B-300.1(d)]. A social district may include privately owned property, including permittees and non-permittee businesses, and multi-tenant establishments, as defined in [N.C.G.S. §] 18B-1001.5, and public streets, crosswalks, or parking areas whether or not the streets or parking areas are closed to vehicle traffic;” and

WHEREAS, in accordance with the law, once a city designates a social district, participating ABC permittees can sell alcoholic beverages in authorized containers to patrons to be possessed and consumed within the social district; and

WHEREAS, the Downtown Tarboro Social District shall be created and managed by the Town of Tarboro; and

WHEREAS, the Town Council finds that the designation of the Downtown Tarboro Social District pursuant to Session Law 2022-49 is in the best interests of the citizens and businesses of the Town of Tarboro; and

WHEREAS, the Town Council designates the social districts defined and shown in the Ordinance as the Downtown Tarboro Social District; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Tarboro, North Carolina, that it does hereby adopt and approve the Ordinance attached hereto creating the Downtown Tarboro Social District and the *Town of Tarboro Downtown Tarboro Social District Management and Maintenance Plan*.

ADOPTED this the ____ day of _____, 2022.

ATTEST:

Tate Mayo. Mayor

Leslie Lunsford, Town Clerk

Ordinance Creating the Downtown Tarboro Social District

ORDINANCE NO. 22-_____

AN ORDINANCE TO AMEND PART II, CHAPTER 11, ARTICLE II AND CREATE ARTICLE III OF THE CODE OF ORDINANCES, TOWN OF TARBORO TO CREATE THE DOWNTOWN TARBORO SOCIAL DISTRICT

WHEREAS, in accordance with Session Law 2022-49, Sections 3.(e) and 3.(f), which amends N.C.G.S. § 160A-205.4 and creates N.C.G.S. § 18B-300.1 and Session Law 2021-138, Part XIII. Section 13.(b), which amends N.C.G.S. § 160A-175 and N.C.G.S. § 14-4 regarding penalties for violations of ordinances; the Town Council of the Town of Tarboro desires to revise and amend Part II, Chapter 11, Article II and create Article III of the Code of Ordinances, Town of Tarboro to comply with State law and allow for the creation and designation of designated social districts in accordance with N.C.G.S. § 18B-300.1;

THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, DOES HEREBY ORDAIN:

SECTION 1. That Part II, Chapter 11, Article II, Section 11-65 of the Code of Ordinances is hereby repealed and replaced as amended to now read as follows:

SEC. 11-65. Exemptions

Possession and consumption of malt beverages and/or unfortified wine shall be permitted within buildings or premises on the town-owned property known as the Blount-Bridgers House and its premises bounded on the south by Bridgers Street, the east by the east prong of St. Andrew Street, the north by Philips Street, and the west by the western prong of St. Andrew Street and the Police Hut and its immediate premises located adjacent to the wastewater treatment plant and the police firing range where appropriate permits have been obtained, if any are required by law for the possession and consumption of alcoholic beverages for the period of time permitted thereunder. *This section of the ordinance and its provisions are separate from the regulations provided in Article III related to the Downtown Social District.*

SECTION 2. That Part II, Chapter 11, Article III of the Code of Ordinances shall read as follows:

(A) *Definitions.* For the purpose of this section, the following definitions, regardless of capitalization, shall apply unless the context clearly indicates or requires a different meaning. To the extent any of the definitions are contrary to the provisions of Chapter 18B of the North Carolina General Statutes, the definitions as found in Chapter 18B of the North Carolina General Statutes shall control.

ABC Commission. The North Carolina Alcoholic Beverage Control Commission established under G.S. section 18B-200.

ABC permit or permits. Any written or printed authorization issued by the Commission pursuant to the provisions of Chapter 18B of the North Carolina General Statutes, other than a purchase-transportation permit. Unless the context clearly requires otherwise, as in the provisions concerning applications for permits, “ABC permit” or “permit” means a presently valid permit.

Alcoholic beverage. Any beverage containing at least one-half of one percent (0.5%) alcohol by volume, including malt beverages, unfortified wine, fortified wine, spirituous liquor, mixed beverages, and any alcohol consumable.

Alcohol consumable. Any manufactured and packaged ice cream, ice pop, gum-based, or gelatin-based food product containing at least one-half of one percent (0.5%) alcohol by volume.

Chief of Police. The Chief of Police of the Tarboro Police Department or designee.

City/Town. The Town of Tarboro.

Customer. A person who purchases an alcoholic beverage from a permittee that is in a social district.

Fortified wine. Any wine or alcohol consumable containing more than sixteen percent (16%) and no more than twenty-four percent (24%) alcohol by volume, made by fermentation from grapes, fruits, berries, rice, or honey; or by the addition of pure cane, beet, or dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice, or honey that is contained in the base wine and produced in accordance with the regulations of the United States.

Malt beverage. Beer, lager, malt liquor, ale, porter, and any other brewed or fermented beverage or alcohol consumable except unfortified or fortified wine as defined by Chapter 18B of the North Carolina General Statutes, containing at least one-half of one percent (0.5%), and not more than fifteen percent (15%), alcohol by volume. Any malt beverage containing more than six percent (6%) alcohol by volume shall bear a label clearly indicating the alcohol content of the malt beverage.

Mixed beverage. Either of the following:

- (1) A drink composed in whole or in part of spirituous liquor and served in a quantity less than the quantity contained in a closed package.
- (2) A premixed cocktail served from a closed package containing only one serving.

Manual of Fees. The fee schedule approved and adopted by the Town of Tarboro Council which is periodically updated and lists sales and services provided by the Town of Tarboro.

Non-permittee business. A business that is located in a social district and does not hold any ABC permit

Open container. A container whose seal has been broken or a container other than the manufacturer's unopened original container.

Permittee. An establishment holding any of the following permits issued by the ABC Commission:

- (1) An on-premises malt beverage permit issued pursuant to G.S. section 18B-1001(1).
- (2) An on-premises unfortified wine permit issued pursuant to G.S. section 18B-1001(3).
- (3) An on-premises fortified wine permit issued pursuant to G.S. section 18B-1001(5).
- (4) A mixed beverages permit issued pursuant to G.S. section 18B-1001(10).
- (5) A wine shop permit issued pursuant to section G.S. 18B-1001(16). (6)

A distillery permit issued pursuant to section G.S. 18B-1100(5).

Person. An individual, firm, partnership, association, corporation, limited liability company, other organization or group, or other combination of persons acting as a unit.

Police Department. The Town of Tarboro Police Department.

Police Officers. Sworn law enforcement officers employed by the Town of Tarboro Police Department.

Premises. A fixed permanent establishment, including all areas inside or outside the licensed establishment, where the permittee has control through a lease, deed, or other legal process.

Social district. A defined area in which a person may consume alcoholic beverages sold by a permittee. A social district may include both indoor and outdoor areas of businesses within or contiguous to the defined area during the days and hours set by the local government by ordinance pursuant to G.S. section 18B-300.1(d). A social district may include privately owned property, including permittees and non-permittee businesses, and multi-tenant establishments, as defined in G.S. section 18B-1001.5, and public streets, crosswalks, or parking areas whether or not the streets or parking areas are closed to vehicle traffic.

Spirituuous liquor or liquor. Distilled spirits or ethyl alcohol, and any alcohol consumable containing distilled spirits or ethyl alcohol, including spirits of wine, whiskey, rum, brandy, gin and all other distilled spirits and mixtures of cordials, liqueur, and premixed cocktails, in closed containers regardless of their dilution.

Unfortified wine. Any wine or alcohol consumable containing sixteen percent (16%) or less alcohol by volume made by fermentation from grapes, fruits, berries, rice, or honey; or by the addition of pure cane, beet, or dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice, or honey that is contained in the base wine and produced in accordance with the regulations of the United States.

(B) *Possession of open container of unfortified wine or malt beverage prohibited.* Unless otherwise allowed by State law or this section, it shall be unlawful for any person to possess an open container of unfortified wine or malt beverage upon either of the following:

- (1) A public street in the Town by a person who is not an occupant of a motor vehicle.
- (2) Any property owned, occupied, or controlled by the Town, including, but not limited to a sidewalk, alley, building, parcel, lot, park, or parking lot.

(C) *Consumption of unfortified wine or malt beverage prohibited.* Unless otherwise allowed by State law or this section, it shall be unlawful for any person to consume unfortified wine or a malt beverage upon either of the following:

- (1) A public street in the Town by a person who is not an occupant of a motor vehicle.
- (2) Any property owned, occupied, or controlled by the Town, including, but not limited to a sidewalk, alley, building, parcel, lot, park, or parking lot.

(D) Social Districts.

- (1) *Creation.* Pursuant to the provisions of North Carolina General Statutes sections 160A-205.4, 18B-300.1, and as otherwise allowed by State law one or more social districts may be created within the Town.
- (2) *Management.* Town social district shall be created, designated, and managed in accordance with the requirements contained in North Carolina General Statutes Section 160A-205.4 and this section.
- (3) *Designated social districts.* The Town hereby creates and designates the following Social District(s):

- (a) The Downtown TSocial District map is shown on the attached rendering, attached as Exhibit A. The most current version of

said map is available at the Town Clerk's office and on the Town's website.

(b) The Downtown Tarboro Social District which is designated as the area within the Town as follows:

(i) *Generally the Downtown Area* from Trade Street on the West to St Andrew Street on the East; From Granville Street on the South to Park Avenue on the North; including the Town Common. See Attached Map. Excluded properties will be added if property owners opt out.

(ii) *Sidewalks and Crosswalks within the General Boundary Area Included.* All sidewalks and crosswalks within the general boundary area are specifically included in the Downtown Tarboro Social District, unless specifically closed as allowed by Town Code or other applicable law.

(iii) *When Streets Included.* Except for the herein described crosswalks, all streets abutting or contained within the Downtown Tarboro Social District shall be excluded from the Downtown Tarboro Social District, unless any said street or all said streets are specifically closed as allowed by Town Code or other applicable law.

(4) *Social district days and hours.* Alcoholic beverages may be consumed by customers in accordance with the provisions of G.S. section 18B-300.1 and this section in the Downtown Social District and the Monday through Sunday from 11:00 a.m. to 11:00 p.m.

(5) *Social district operation.* The operation of the Downtown Tarboro Social District, including guidelines regarding the suspension of regular days and hours of alcohol consumption in all or part of a social district during events requiring other permits pursuant to G.S. section 18B-300.1(j) shall be established by and contained in the *Town of Tarboro Downtown Tarboro Social District Management and Maintenance Plan*.

(6) *Suspension of the social district.* In addition to any other authority authorized by law, as may be required to protect the health and safety of the general public, the Town Manager or designee may suspend operations of any or all social districts.

(E) *Penalties.* In addition to any other penalty as may be allowed by law, a violation of this section may subject the offender to any or all of the penalties allowed by the Code of Ordinances.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

SECTION 4. This ordinance will become effective 45 days from the below date of adoption.

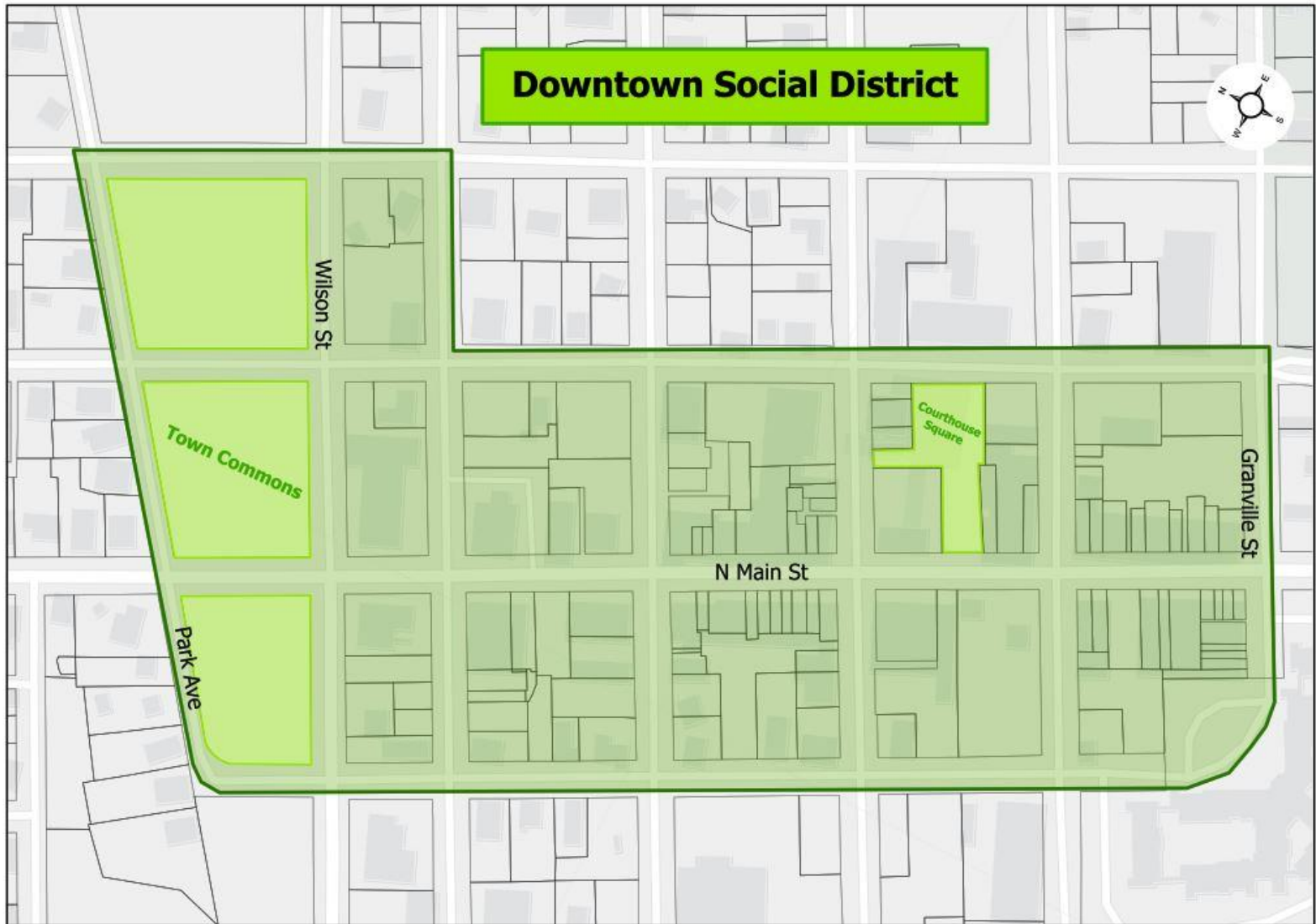
This the __ day of _____, 2022.

Tate Mayo, Mayor

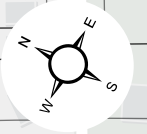
ATTEST:

Leslie Lunsford, City Clerk

Map of the Downtown Tarboro Social District



Downtown Social District



Wilson St

Town Commons

Park Ave

N Main St

Courthouse Square

Granville St



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Amend Contract - Auditing Services

Date: 12/12/2022

Memo Number: 22-90

The fiscal year 2021-2022 audit is being conducted by Joyce and Company, CPA. As this is the first year that we have engaged this firm, substantial detail work and verification of prior year information was required. As such, more time was necessary in order to complete the audit.

As the audit was not submitted to the LGC prior to the due date on the original contract, an amended contract is required. The requested amendment extends the completion date until December 31, 2022.

It is recommended that Town Council approve the amended audit contract with Joyce and Company, CPA.

ATTACHMENTS:

| Description | Upload Date | Type |
|------------------------|-------------|-----------------|
| Amended Audit Contract | 12/7/2022 | Backup Material |

| | |
|---------|--|
| Whereas | Primary Government Unit Town of Tarboro, NC |
| and | Discretely Presented Component Unit (DPCU) (if applicable) |
| and | Auditor Joyce and Company, CPA |

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

| | | | |
|-----|--------------------------------|-----------------------|-----------------------------------|
| for | Fiscal Year Ending 06/30/22 | and originally due on | Audit Report Due Date 10/31/22 |
|-----|--------------------------------|-----------------------|-----------------------------------|

hereby agree that it is now necessary that the contract be modified as follows.

| | | |
|--|-------------------------------|-------------------------------|
| <input checked="" type="checkbox"/> Modification to date | Original due date 10/31/22 | Modified due date 12/31/22 |
| <input type="checkbox"/> Modification to fee | Original fee | Modified fee |

Primary Other
(choose 1)(choose 0-2)

Reason(s) for Contract Amendment

- | | | |
|----------------------------------|--------------------------|--|
| <input type="radio"/> | <input type="checkbox"/> | Change in scope |
| <input type="radio"/> | <input type="checkbox"/> | Issue with unit staff/turnover |
| <input type="radio"/> | <input type="checkbox"/> | Issue with auditor staff/workload |
| <input type="radio"/> | <input type="checkbox"/> | Third-party financial statements not prepared by agreed-upon date |
| <input type="radio"/> | <input type="checkbox"/> | Unit did not have bank reconciliations complete for the audit period |
| <input type="radio"/> | <input type="checkbox"/> | Unit did not have reconciliations between subsidiary ledgers and general ledger complete |
| <input type="radio"/> | <input type="checkbox"/> | Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger |
| <input checked="" type="radio"/> | <input type="checkbox"/> | Unit did not have information required for audit complete by the agreed-upon time |
| <input type="radio"/> | <input type="checkbox"/> | Delay in component unit reports |
| <input type="radio"/> | <input type="checkbox"/> | Software - implementation issue |
| <input type="radio"/> | <input type="checkbox"/> | Software - system failure |
| <input type="radio"/> | <input type="checkbox"/> | Software - ransomware/cyberattack |
| <input type="radio"/> | <input type="checkbox"/> | Natural or other disaster |
| <input type="radio"/> | <input type="checkbox"/> | Other (please explain) |

Plan to Prevent Future Late Submissions

If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Indicate NA if this is an amendment due to a change in cost only. Continue with existing auditor which was a first year engagement this year.

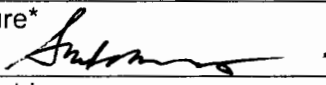
Additional Information

Please provide any additional explanation or details regarding the contract modification.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

| | |
|--|--|
| Audit Firm* | |
| Joyce and Company, CPA | |
| Authorized Firm Representative* (typed or printed) | Signature* |
| Shelton Ennis, CPA |  |
| Date* | Email Address |
| 11-18-22 | sheltonennis@joyceandcompanycpa.com |

GOVERNMENTAL UNIT

| | |
|---|----------------------|
| Governmental Unit* | |
| Town of Tarboro, NC | |
| Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy) | |
| Mayor/Chairperson* (typed or printed) | Signature* |
| Joe W. Pitt, Mayor | |
| Date | Email Address |
| | mayor@tarboro-nc.com |

| | |
|--|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature |
| Date | Email Address |

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

| | |
|--|-------------------------|
| Primary Governmental Unit Finance Officer* | Signature* |
| Anne Y. Mann, Finance Director | |
| Date of Pre-Audit Certificate* | Email Address* |
| | annemann@tarboro-nc.com |



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Approve Contracts - Sanitation Trucks

Date: 12/12/2022

Memo Number: 22-91

Included in the fiscal year 2022-2023 Budget was the purchase of two sanitation trucks. The budgeted funding source for these trucks was an installment financing agreement.

Staff obtained bids for the trucks and quotes for financing rates and terms. Bid tabulations are attached.

The preferred bid utilizes pricing offered under the North Carolina Sheriffs' Association Procurement Program Bid #22-06-0426, Heavy Equipment Bid, as awarded to Amick Equipment Company, Inc. This bid award also includes pricing on optional and customized equipment specific to the needs of the department.

The preferred financing terms are from Truist Bank.

The total price of the trucks exceeds the previously budgeted amount, and a budget amendment is necessary. A budget amendment is attached.

It is recommended that Council award the purchase contract to Amick Equipment Company, Inc. and authorize appropriate staff to execute the necessary contracts and/or procurement documents.

It is recommended that Council approve the attached resolution for financing and authorize staff to execute the necessary documents to complete the transaction.

It is recommended that Council approve the attached budget amendment.

ATTACHMENTS:

| Description | Upload Date | Type |
|--|-------------|------------------|
| Budget Amendment - Sanitation Trucks | 12/7/2022 | Budget Amendment |
| Bid Tab - Sanitation Trucks - Financing | 12/7/2022 | Backup Material |
| Bid Tab - Sanitation Trucks Purchase | 12/7/2022 | Cover Memo |
| Financing Resolution - Sanitation Trucks | 12/7/2022 | Backup Material |

BUDGET RESOLUTION

TOWN COUNCIL OF THE TOWN OF TARBORO

December 12, 2022

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the 2022-2023 Fiscal Year Budget be amended by amending Revenue and Expenditure line items as follows:

| <u>Account Number</u> | <u>Account Name</u> | <u>Current Budget</u> | | <u>Amount of Change</u> | | <u>Revised Budget</u> |
|---|----------------------------------|---------------------------|---|-----------------------------|---|---------------------------|
| REVENUES - SOLID WASTE FUND FUND | | | | | | |
| 32-3920-0100 | Proceeds of Installment Purchase | 500,000 | + | 25,000 | = | 525,000 |
| EXPENDITURES - SOLID WASTE FUND | | | | | | |
| 32-7500-7400 | Capital Outlay - Equipment | 500,000 | + | 25,000 | = | 525,000 |

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

Town of Tarboro
Quote / Bid Request - Financing Sanitation Trucks

| Company Name | Rate | Closing Time | Other Terms |
|-----------------|--------------|--------------------------|-------------------------------------|
| Truist Bank | 3.91% | 2-3 weeks from approval | None |
| Southern Bank | Not provided | 2-3 months from approval | 14 day window for approval of terms |
| Providence Bank | 4.50% | Unknown | None |

**Due to economic conditions, rates have increased since the original requests. Actual rate of 4.48% reflected on financing resolution.

Town of Tarboro
Quote / Bid Request - Sanitation Trucks

| Company Name | Bid Price | Delivery Time Frame | Other Terms |
|---------------------------------|------------------|----------------------------|--|
| Amick Equipment | \$ 542,119.40 | August 2023 | Retail Pricing |
| Amick Equipment | \$ 508,812.93 | December 2022 | Group Purchasing - NCSA Contract. |
| Carolina Environmental Services | \$ 600,000.00 | Unknown | Cannot provide definitive pricing due to lead time on order. |
| Joe Johnson Equipment | \$ 640,000.00 | Unknown | Not accepting orders at this time due to supply chain. |

Resolution Approving Financing Terms

WHEREAS: The Town of Tarboro ("Borrower") has previously determined to undertake a project for the financing of vehicles & equipment (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated November 7, 2022. The amount financed shall not exceed \$510,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.48 %, and the financing term shall not exceed 5 years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 20__

By: _____

By: _____

Title: _____

Title: _____

SEAL



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Appointment for December - Citizens Advisory Recreation Committee

Date: 12/12/2022

Memo Number: 22-92

Mears Pitt has submitted a letter of resignation wishing to no longer serve on the Citizens Advisory Recreation Committee leaving this position vacant. Ryan Jones has expressed interest in serving on this committee to represent Ward 5 and his application is attached.

It is recommended that Council appoint an individual to fill the vacant two (2) year term for the Citizen Advisory Recreation Committee at the December Council meeting.

ATTACHMENTS:

| Description | Upload Date | Type |
|-------------------------------|-------------|------------|
| Mears Pitt Resignation Letter | 12/5/2022 | Cover Memo |
| Ryan Jones Application | 12/5/2022 | Cover Memo |

I hereby resign my position on the Tarboro Parks and Rec Advisory Council as the ward 5 representative effective immediately.

Ryan Jones has agreed to take my spot. his number is 907-3716

Mears Pitt



Town of Tarboro

Application for Boards and Commissions

Please print or type the following information:

Name: Ryan Jones Sr. Daytime Telephone: 252-907-3716
Address: 1309 Dancy Street Ward: 5 Zip Code: 27886
Email: Ranmindsports@gmail.com
Length of Residence in Tarboro: 36 years

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

Citizens Advisory Recreation Committee

Why would you like to serve? Tarboro parks and recreation has provided plenty of opportunities for my kids, my family, and myself since I was young. I would like to see my community grow and have a voice in what activities and resources would benefit that goal. I can contribute very valuable input.

Please describe how your education, work experience, and community activities are relevant to your selections: I am a lifelong citizen of Tarboro, NC that has been extremely active in sports/athletics, events, and recreational community activities. My profession allows me to reach a lot of people through media outlets. I often cover a lot of sports and events in the area through my job and my business. I also serve on multiple committees that serve to better this town area whole

Community Activities: I'm also the father of 4 children - 15, 13, 9, 3.

Tarboro Development Corporation Promotions Committee, Event MC (Happening in the Commons) various events, cultivating change with EDAC, volunteer BBall coach, PR Announcer, small business meetings, lunch bunch mentor ENU/EP (Eastern NC Internship Program) kids summer camp
Employment History: Town of Tarboro, City of Rocky Mount, now Self Employed

Education: Tarboro High School, Elizabeth City and Edgecombe Community College

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

Tarboro Development Corporation Promotions Committee and Eastern NC Internship Program

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: Mr. R. Jones Date: 11-17-22

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 December - Edgecombe County Memorial Library Board of Trustees

Date: 12/12/2022

Memo Number: 22-93

The 6-year term for Anthony Edwards will expire in December 2022. Mr. Edwards is interested in serving another term and his application is attached.

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

ATTACHMENTS:

| Description | Upload Date | Type |
|------------------------------------|-------------|------------|
| Anthony Edwards Letter of Interest | 12/5/2022 | Cover Memo |
| Anthony Edwards Application | 12/5/2022 | Cover Memo |



EDGECOMBE COUNTY MEMORIAL LIBRARY
909 MAIN STREET
TARBORO, NC 27886

Phone (252) 823-1141
Fax (252) 823-7699

9/27/22

Mr. Troy Lewis
Town Manager
500 Main St.
Tarboro, NC 27886-0221

Dear Mr. Lewis:

As you may be aware, Mr. Anthony Edwards's term with the Edgecombe County Memorial Library Board of Trustees will expire at the end of December. Mr. Edwards has expressed an interest in continuing to serve, and the Board would like to respectfully ask the Town Council to reappoint Mr. Edwards for another term.

Thank you very much for your time and assistance.

Regards,

Roman Leary
Director
Edgecombe County Memorial Library
909 Main Street
Tarboro, NC 27886



Town of Tarboro

Application for Boards and Commissions

Please print or type the following information:

Name: Anthony Edwards Daytime Telephone: 252-904-5941

Address: 3306 North Main Street, Tarboro, NC Zip Code: 27886

Email: aedwards@tritonwoods.com

Length of Residence in Tarboro: 20 Years

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

1. Tarboro Planning Board 2. Reappoint to Edgecombe Memorial Library

Why would you like to serve? _____

To better our town as I have done for the past 20 years serving on various boards.

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

Current property owner in various areas of town including industrial, residential, historic district, and commercial areas.

I have contributed to the development of the town of Tarboro.

Community Activities: See attached.

Employment History: See attached.

Education: See attached.

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

See attached.

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: _____ Date: 9-20-22

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

RICHARD ANTHONY EDWARDS JR.

3306 North Main Street
Tarboro, North Carolina 27886 USA

Family

Born in Rocky Mount, NC to an amazing family, wonderful parents, grandparents, and an exceptional sister.

Education

Rocky Mount Academy
North Carolina State University School of Agriculture

Experience

Triton International Woods – 20 Years in Tarboro
Founder and CEO

Triton International Woods is a multifaceted company providing unique wood products and architectural solutions worldwide.

Affiliations

Calvary Episcopal Church
Benvenue Country Club

Current Boards

Blount Bridger's Foundation - Treasurer
Edgecombe County Memorial Library – Vice Chair
Tarboro Revitalization - President

Past Boards

Blount Bridger's Foundation – President
Edgecombe County Cultural Arts Council – Treasurer
Edgecombe County Airport Authority
Edgecombe Charitable Foundation of the North Carolina Community Foundation
Edgecombe Community College Board of Trustees Appointed by the Governor
Fuhrman - Mathewson Trust
Tarboro Brewing Company