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**AGENDA**  
**TOWN COUNCIL OF THE TOWN OF TARBORO, NC**  
**REGULAR MEETING HELD AT 7:00 PM, MONDAY, FEBRUARY 12,**  
**2024**  
**IN THE COUNCIL ROOM, TOWN HALL, TARBORO, NC**

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

**PLEASE TURN CELL PHONES OFF**

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVAL OF AGENDA BY COUNCIL**

**5. PRESENTATION BY COUNCIL**

(1) National FFA Week Proclamation

**6. REQUESTS AND PETITIONS OF CITIZENS**

(Five minute time limit per person)

**7. TOWN MANAGERS RECOMMENDATIONS**

**Consent Items**

- (1) Approve minutes of the January 8, 2024 regular meeting.
- (2) Budget Transfers
- (3) Tax Collector's Report
- (4) 2023 Tax Levy Adjustment

**Action Items**

- (5) Edgecombe County Animal Shelter Update
- (6) Town of Tarboro-SESRP Baseball/Softball Agreement
- (7) UCPRPO - Town Amended MOU Adoption
- (8) Award Contract - Auditing Services
- (9) Grant Award - Bullet Proof Vests
- (10) Budget Amendment - Carolinas Gateway Partnership
- (11) Budget Amendment - Shell Building Interest Payment
- (12) Budget Amendment - Commerce Center Sign
- (13) Budget Amendment - Insurance Claim - Police
- (14) Budget Admendment - Insurance Claim - Recreation
- (15) NCDOT - SpringFest & ECU Health Edgecombe Hospital's Blue Ribbon Kidz Day
- (16) NCDOT - Kidney Awareness Car, Bike & Truck Show Event
- (17) Appointment for February - Historic District Commission

**8. OTHER REPORTS**

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

**9. CLOSED SESSION**

- (1) Closed Session as per NCGS § 143-318.11(a)(4)

**10. ADJOURNMENT**



# PROCLAMATION

## NATIONAL FFA WEEK

February 17<sup>th</sup> – February 24<sup>th</sup>, 2024

**W**HEREAS, FFA is a national youth organization, founded in 1928 as "Future Farmers of America" and officially renamed "FFA" in 1988 to reflect the growing diversity and new opportunities in the industry of agriculture; and

**W**HEREAS, FFA and agricultural education programs prepare future generations of young professionals to meet the growing needs in the science, business, and technology of agriculture; and

**W**HEREAS, FFA and agricultural education programs provide a strong foundation for the youth of America and the future of the food, fiber, and natural resources systems; and

**W**HEREAS, the FFA motto – "Learning to Do, Doing to Learn, Earning to Live, Living to Serve" – gives clear direction and purpose to these students who take an active role in succeeding in agricultural education; and

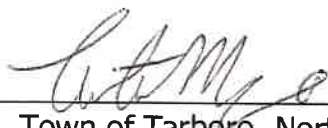
**W**HEREAS, FFA promotes citizenship, volunteerism, patriotism, and cooperation; We also recognize FFA programs promote leadership, personal growth, and career success giving members the tools to achieve real-world success; and

**W**HEREAS, advisors, officers, members, and alumni of the North East Carolina Preparatory FFA Chapter should be commended for their dedication to creating future leaders in the agricultural and other fields in and around Tarboro, North Carolina.

**N**OW, THEREFORE, I, Tate Mayo, Mayor of The Town of Tarboro, North Carolina, do hereby designate the week of February 17<sup>th</sup> – 24<sup>th</sup>, 2024, as "**National FFA Week.**"



Witnessed this 12<sup>th</sup> day of February, 2024

  
\_\_\_\_\_, Mayor  
Town of Tarboro, North Carolina

**MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL OF THE  
TOWN OF TARBORO, HELD AT 7:00 PM ON MONDAY, JANUARY 8, 2024 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

**MEMBERS ABSENT**

Councilman Anderson

**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. ELECTION OF MAYOR PRO TEM**

Councilman Woodard was nominated and elected to serve as Mayor Pro Tem.  
John Jenkins made a motion, which was seconded by Deborah Jordan and Passed,  
Motion. ; Absent: Anderson

**5. APPROVAL OF AGENDA BY COUNCIL**

Agenda approved as presented.  
John Jenkins made a motion, which was seconded by Leo Taylor and Passed, Motion. ;  
Absent: Anderson

**6. REQUESTS AND PETITIONS OF CITIZENS**

Bryce Knight, 1112 Edmondson Avenue - concerned about the drugging/mining project on Martin Luther King Jr. Drive. Troy Lewis stated that it was a sand pit that was zoned and permitted properly. Mr. Knight also requested an update on the canal near the M. A. Ray Center.



William Battle, 1601 Bond Street, Rocky Mount - invited Council to attend a Prostate Cancer screening event on January 11, 2024, 11:00am - 2:00pm, at Vidant Health Center, hosted by Emmanuel Health Education. He also invite all to attend an annual bike ride in June for Prostate Cancer awareness.

Larry Crossett, 601 Saint Patrick Street - concerned with the vacant houses in his neighborhood.

Bea Burnette, 506 Saint Patrick Street - concerned with the vacant houses in her neighborhood.

Liam Gilroy, 204 E Park Avenue - gave an update on the aesthetics project in the 200 block of Main Street and thanked the Town for helping to get the project going.

Greg Higgs, 811 E Saint John Street - expressed his concerns for more educational youth programs and the need for transportation for youth athletic events. He also thanked Chief Rick Mann for his support.

Candis Owens, 104 W Park Avenue - supports the vacant house complaints and the animal shelter, hopes the Town will support both. She would like to see more signage and crosswalk lights to prevent speeding on Main Street and Wilson Street.

Eleanor Gilroy, 204 E Park Avenue - suggested a stop sign on Park Avenue to help with speeding in the area.

Charles Ainsley, 300 W Saint James Street - thanked the Town for supporting the 200 block of Main Street project and invited all to see the progress, including the grand opening of Taps on Main in February. He also requested an update on the number of vacant building letters and fines collected.

Xavyer Burroughs, 513 Lucille Drive - encouraged continued belief and support for the downtown revitalization and stated that he was willing to make contributions to support the vision.

## **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. ; Absent: Anderson

- (1) Approve minutes of the December 11, 2023 regular meeting.
- (2) Tax Collector's Report

### **Action Items**

- (3) Edgecombe County - Animal Shelter Discussion

Council discussed and decided more information and discussion was needed before a commitment could be made. Edgecombe County Animal Shelter discussion was tabled until the Council Retreat in March.

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

## **8. OTHER REPORTS**

### **A. Town Manager**

Troy Lewis reminded Council of the Martin Luther King Day banquet and upcoming ethics training,

#### **(1) Town Council Planning Retreat Discussion - Potential Date March 2nd & 3rd**

Council will hold the annual Council Retreat on March 2nd & 3rd, 2024. Councilman Taylor suggested a different format than previous years, he would like more time for Council discussion. Troy asked that Councilmembers submit topics/requests by January 22, 2024 to allow staff adequate time to prepare reports for the retreat.

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

### **B. Town Attorney**

Chad Hinton stated that he had heard a presentation on the proposed animal shelter that was very informative and feels that Edgecombe County will be glad to share more information.

### **C. Council Members**

Councilman Woodard - would like to discuss the ongoing littering issue at a particular apartment complex at the Council Retreat.

Councilman Taylor - concerned with flooding in the Summerfield area due to piping on Anaconda Road, requested an update on Nfinity Link and stated that he would be willing to attend meetings for a possible YMCA in the area.

Councilmember Jordan - asked if anyone attended the recent Core of Engineers meeting and asked for an update on the United Health Care utility payments.

Councilman Jenkins - offered condolences to Councilmember Bynum for the loss of her mother.

Councilmember Bynum - thanked Greg Higgs for his work and support of the youth and would like to see more community involvement.

Councilman Brown - wished everyone a happy new year and stated that he enjoyed the early ball drop event. He also asked that the Town maintain natural trails.

Councilman Burnette - would like to see an increase in parking violations for fire lanes and handicap spaces.

Councilman Anderson - absent.

## **9. ADJOURNMENT**

Meeting adjourned.

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

Absent: Anderson

**To:** Troy Lewis, Town Manager

**From:** Anne Mann, Finance Director

**Date:** February 6, 2024

**Re:** Reallocation of Departmental Appropriations



In accordance with Section 8 of the FY 2023-2024 Budget Ordinance of the Town of Tarboro, in your capacity as the Budget Officer, you have approved certain reallocations of departmental appropriations. Such transfers are required to be reported to Town Council within sixty (60) days.

Also, in accordance with Section 8 of the FY 2023-2024 Budget Ordinance of the Town of Tarboro, in your capacity as the Budget Officer, you have approved certain transfers between departments within the same fund. Such transfers shall be reported to Town Council at its next regular meeting and entered in the minutes.

These reallocations and transfers are summarized on the attached pages for presentation to Town Council.



Town of Tarboro

# Budget Adjustment Register

## Adjustment Detail

Packet: GLPKT13764 - Budget Transfers - February Council Meeting

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000224	Adopted by Council	Budget Transfers - February Council Meeting	2/6/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">10-6130-3301</a>	Athletic Programming	Budget Transfers - February Council Meeting	60,828.00	-2,500.00	58,328.00
July: -208.33	October: -208.33	January: -208.33	April: -208.33		
August: -208.33	November: -208.33	February: -208.33	May: -208.33		
September: -208.33	December: -208.33	March: -208.33	June: -208.37		
<a href="#">10-6130-7300</a>	Capital Outlay - Improvements	Budget Transfers - February Council Meeting	36,356.00	-5,000.00	31,356.00
July: -416.67	October: -416.67	January: -416.67	April: -416.67		
August: -416.67	November: -416.67	February: -416.67	May: -416.67		
September: -416.67	December: -416.67	March: -416.67	June: -416.63		
<a href="#">10-6135-1120</a>	Part-Time Wages	Budget Transfers - February Council Meeting	9,625.00	-2,500.00	7,125.00
July: -208.33	October: -208.33	January: -208.33	April: -208.33		
August: -208.33	November: -208.33	February: -208.33	May: -208.33		
September: -208.33	December: -208.33	March: -208.33	June: -208.37		
<a href="#">10-6135-7300</a>	Capital Outlay - Improvements	Budget Transfers - February Council Meeting	56,750.00	10,000.00	66,750.00
July: 833.33	October: 833.33	January: 833.33	April: 833.33		
August: 833.33	November: 833.33	February: 833.33	May: 833.33		
September: 833.33	December: 833.33	March: 833.33	June: 833.37		
<a href="#">33-7300-3100</a>	Auto Supplies	Budget Transfers - February Council Meeting	45,000.00	15,000.00	60,000.00
July: 1,250.00	October: 1,250.00	January: 1,250.00	April: 1,250.00		
August: 1,250.00	November: 1,250.00	February: 1,250.00	May: 1,250.00		
September: 1,250.00	December: 1,250.00	March: 1,250.00	June: 1,250.00		
<a href="#">33-7300-7300</a>	Capital Outlay - Improvements	Budget Transfers - February Council Meeting	125,000.00	-15,000.00	110,000.00
July: -1,250.00	October: -1,250.00	January: -1,250.00	April: -1,250.00		
August: -1,250.00	November: -1,250.00	February: -1,250.00	May: -1,250.00		
September: -1,250.00	December: -1,250.00	March: -1,250.00	June: -1,250.00		

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
As Adopted	Adopted by Council	<a href="#">10-6130-3301</a>	Athletic Programming	60,828.00	-2,500.00	58,328.00
		<a href="#">10-6130-7300</a>	Capital Outlay - Improvements	36,356.00	-5,000.00	31,356.00
		<a href="#">10-6135-1120</a>	Part-Time Wages	9,625.00	-2,500.00	7,125.00
		<a href="#">10-6135-7300</a>	Capital Outlay - Improvements	56,750.00	10,000.00	66,750.00
		<a href="#">33-7300-3100</a>	Auto Supplies	45,000.00	15,000.00	60,000.00
		<a href="#">33-7300-7300</a>	Capital Outlay - Improvements	125,000.00	-15,000.00	110,000.00
		As Adopted Total:		333,559.00	0.00	333,559.00
		Grand Total:		333,559.00	0.00	333,559.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:As Adopted - Adopted by Council Fiscal: 2023-2024			
10	163,559.00	0.00	163,559.00
33	170,000.00	0.00	170,000.00
Budget Code As Adopted Total:	333,559.00	0.00	333,559.00
Grand Total:	333,559.00	0.00	333,559.00

**Town of Tarboro, North Carolina**  
**General Fund**  
**Schedule of Ad Valorem Taxes Receivable**  
**January 31, 2024**

<b>Fiscal Year</b>	<b>Uncollected Balance December 31, 2023</b>	<b>Additions</b>	<b>Collections and Credits</b>	<b>Uncollected Balance January 31, 2024</b>
2023	\$ 1,160,604	\$ -	\$ 1,041,690	\$ 118,914
2022	75,054		23,125	51,929
2021	33,705		1,149	32,556
2020	24,198		334	23,864
2019	16,903		184	16,719
2018	13,773		477	13,296
2017	9,834		27	9,807
2016	10,112		41	10,071
2015	8,207		42	8,165
2014	5,832		23	5,809
Prior years	26,204		22	26,182
	<u>\$ 1,384,426</u>	<u>\$ -</u>	<u>\$ 1,067,114</u>	<u>\$ 317,312</u>

Less: Allowance for Uncollectible Accounts:  
General Fund

Ad valorem taxes receivable - net \$ 317,312

Reconciliation with Revenues:

Ad valorem taxes - General Fund

Reconciling Items:

Prior years taxes written off	-
Prior year releases	-
Interest	2,930
Fees	9,795
Total reconciling items	<u>12,725</u>
Total collections and credits	<u>\$ 1,070,044</u>





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

**Subject:** 2023 Tax Levy Adjustment

**Date:** 2/12/2024

**Memo Number:** 24-02

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The Schedule of 2023 Tax Levy Adjusted as of February 12, 2024, attached hereto, lists the valuation and tax amount of three (3) afterlists.

It is recommended that Council:

1. Order the Tax Collector be charged with afterlists 32 through 34 in the amount of \$3,592.32, and
2. Approve the Schedule of the 2023 Tax Levy Adjusted as of February 12, 2024, in the amount of \$4,089,570.04.

**ATTACHMENTS:**

Description	Upload Date	Type
2023 Tax Levy Adjustment	2/8/2024	Cover Memo

TOWN OF TARBORO, NORTH CAROLINA  
SCHEDULE OF 2023 TAX LEVY  
February 12, 2024

**VALUATIONS**

	Real	Personal	Public Service Companies	Total
Billing December 11, 2023	621,668,756	221,045,086	44,527,564	887,241,406
After list: 32 - 34	764,912	14,570	0	779,482
Less Releases:	0	0	0	0
Balance as of February 12, 2024	<u>622,433,668</u>	<u>221,059,656</u>	<u>44,527,564</u>	<u>888,020,888</u>

**TAX CALCULATIONS**

	Real, Personal, & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Total
Billing December 11, 2023	4,081,311.21	4,666.51	0.00	4,085,977.72
After list: 32 - 34	3,585.62	6.70	0.00	3,592.32
Less Releases:	0.00	0.00	0.00	0.00
Balance as of February 12, 2024	<u>4,084,896.83</u>	<u>4,673.21</u>	<u>0.00</u>	<u>4,089,570.04</u>

**ITEMIZED RELEASES**

Rel. No.	Name/Description	Acct. No.	Real, Personal & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Total
Total Releases			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

**ITEMIZED AFTERLISTS**

Afl. No.	Name/Description	Acct. No.	Real, Personal & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Total
32	Luisa Vargas		67.02	6.70	0.00	73.72
33	Patrick Overstreet		1,555.88	0.00	0.00	1,555.88
34	Patrick Overstreet		1,962.72	0.00	0.00	1,962.72
Total Afterlists			<u>3,585.62</u>	<u>6.70</u>	<u>0.00</u>	<u>3,592.32</u>



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

**Subject:** Edgecombe County Animal Shelter Update

**Date:** 2/12/2024

**Memo Number:** 24-03

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Mike Matthews, Assistant County Manager will be present to give Council an update on the status of construction of the new Edgecombe County Animal Shelter.

### **ATTACHMENTS:**

Description	Upload Date	Type
Edgecombe County Animal Shelter	2/6/2024	Cover Memo
Edgecombe County Animal Shelter Layout	2/6/2024	Cover Memo

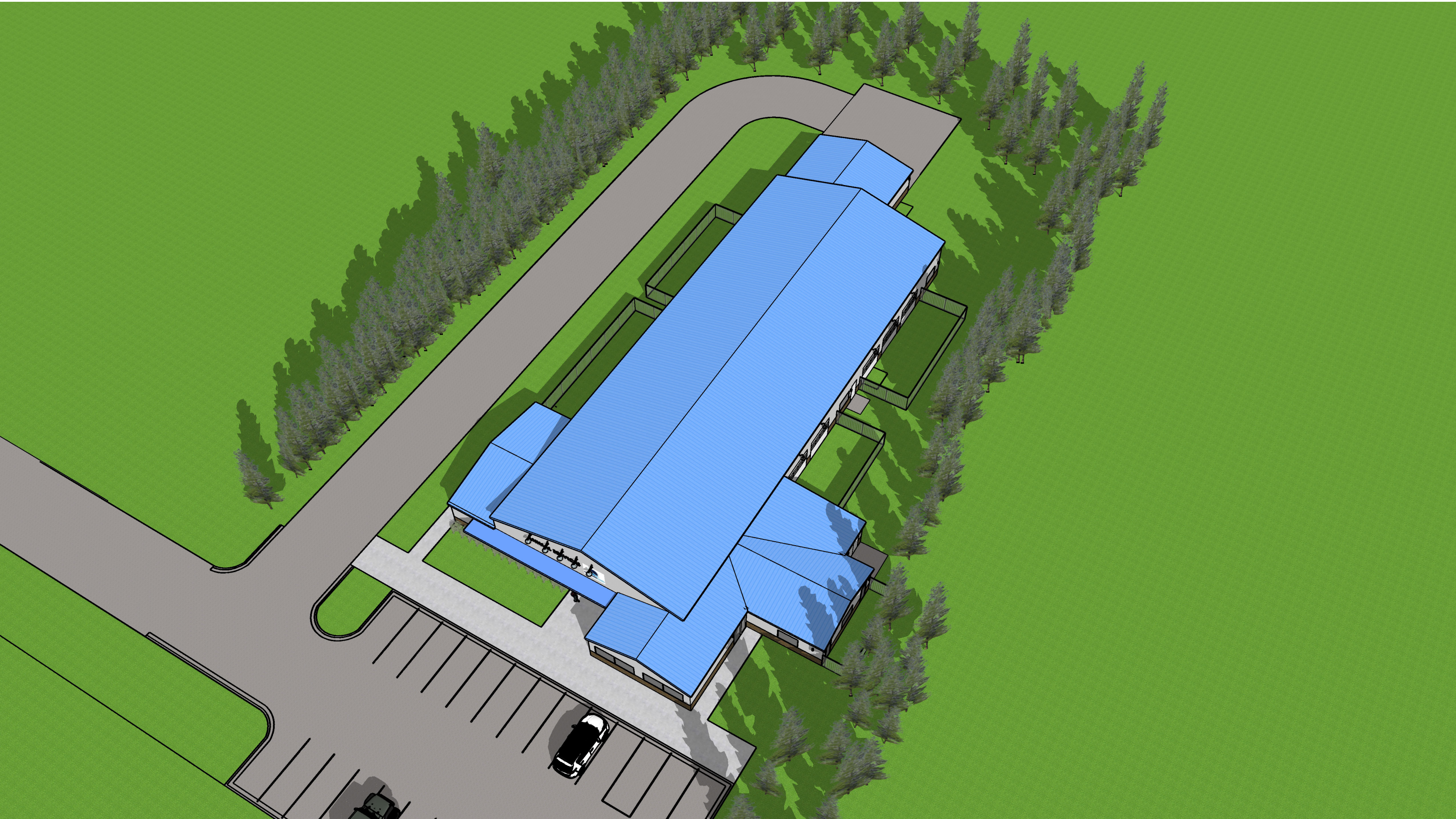




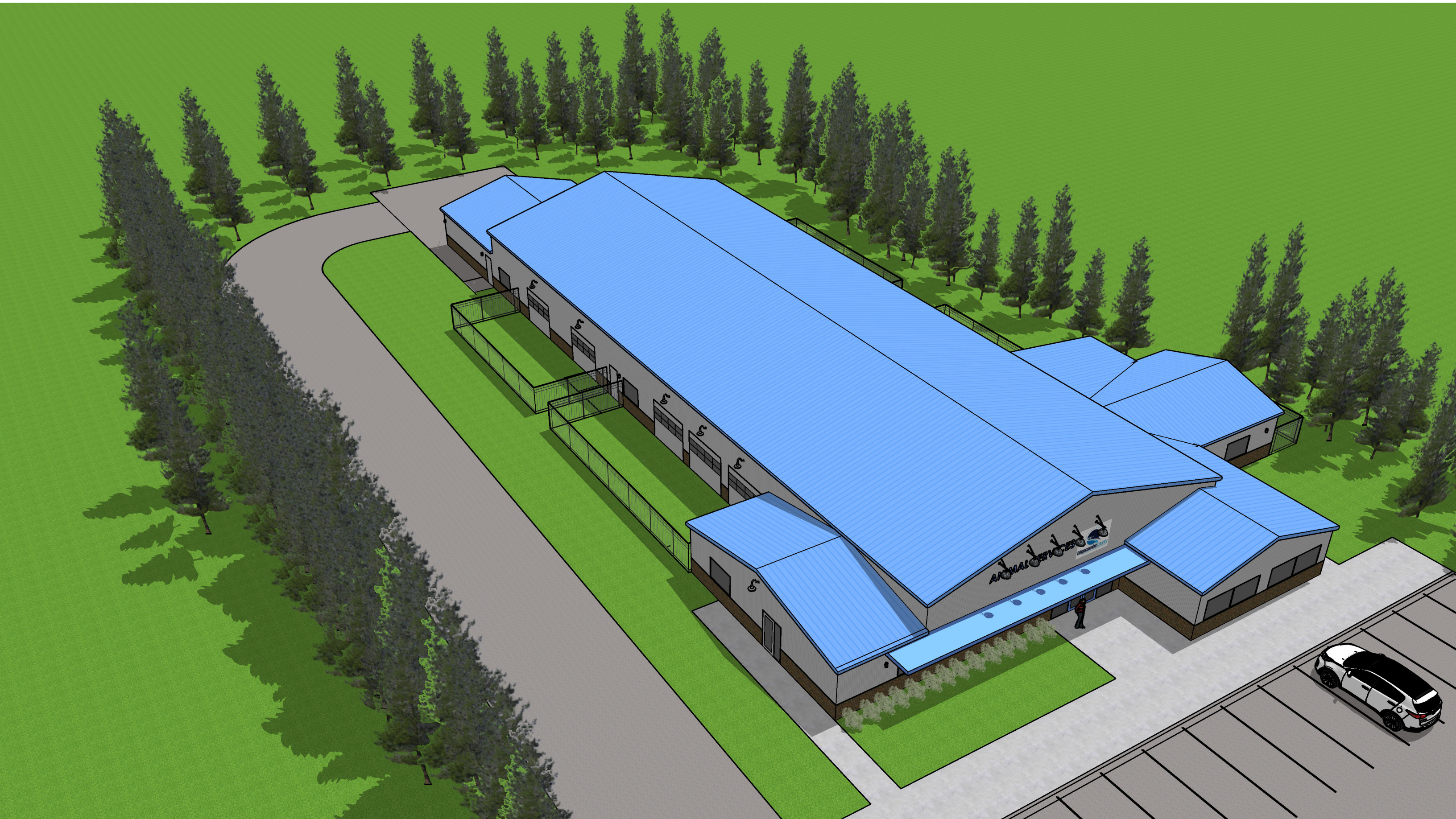














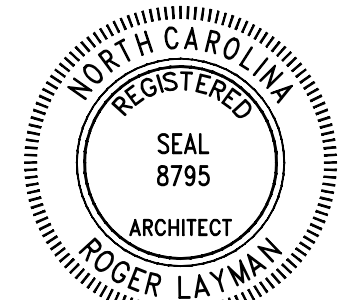
EDGEcombe  
COUNTY  
ANIMAL  
SHELTER  
TARBORO NC



RLARCHITECTURE, PLLC

PO Box 161  
Davidson, NC 28036

ph. 704.756.3540  
RLArchitecture.com



DRAWING TITLE:

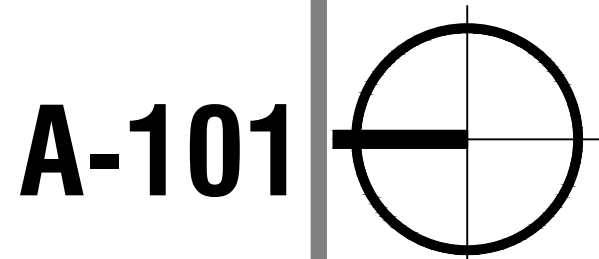
FLOOR PLAN

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NOT FOR CONSTRUCTION

REVISIONS		
NO.	DATE	DESCRIPTION

DATE: 10.30.2023  
PROJECT #: 2022.74  
SCALE: AS NOTED  
DRAWN BY: RL



CONSTRUCTION PLAN KEYNOTES

- CASEWORK BY G.C., SEE A400 DRAWING SHEETS FOR MILLWORK DETAILS AND ELEVATIONS
- RECEPTION DESK, SEE A-402 & A-603 DRAWINGS SHEETS FOR MORE INFORMATION
- FURNITURE BY OWNER THROUGHOUT; COORDINATE WITH FINISH SCHEDULE AND FINISH PLAN
- DROP IN SINK AT MILLWORK, SEE PLUMBING DRAWINGS FOR MORE INFORMATION
- WALL MOUNTED LAVATORIES, SEE PLUMBING DRAWINGS FOR MORE INFORMATION
- MIDMARK WALL MOUNTED SURGICAL HAND WASHING SINK, SEE PLUMBING DRAWINGS FOR MORE INFORMATION
- H.O.D. DRINKING FOUNTAIN WITH INTEGRATED BOTTLE FILLING STATION, SEE PLUMBING DRAWINGS FOR MORE INFORMATION, SEE SHEET G-106 FOR DRINKING FOUNTAIN ADA REQUIREMENTS
- APPLIANCES BY OWNER INSTALLED BY G.C.
- TRISTAR 700-50 PASS-THRU CABINET, SEE DETAIL 4/A-503 FOR MORE INFORMATION, PURCHASED & INSTALLED BY G.C.
- EXISTING EQUIPMENT, G.C. TO COORDINATE WITH OWNER FOR FINAL LOCATION & INSTALLATION
- EQUIPMENT, SEE MIDMARK EQUIPMENT PACKAGE FOR MORE INFORMATION; PROVIDE BLOCKING @ ALL MILLWORK & EQUIPMENT AS REQUIRED; SEE SHEETS A-502 & A-503 FOR REFERENCE, COORDINATE TIMING OF RELOCATION WITH OWNER
- X-RAY, BY OWNER INSTALLED BY CERTIFIED IN X-RAY MACHINE INSTALLER; ELECTRICAL CONNECTION INSTALLED BY G.C.
- WALL MOUNTED COMPUTER STATION, SEE EQUIPMENT SCHEDULE FOR MORE INFORMATION
- WALL MOUNTED X-RAY SHIELD VEST HANGER, SEE EQUIPMENT SCHEDULE FOR MORE INFORMATION
- JANITORS SINK, SEE PLUMBING DRAWINGS FOR MORE INFORMATION
- GROOMING TUB, SEE EQUIPMENT SCHEDULE AND PLUMBING DRAWINGS FOR MORE INFORMATION
- MIDMARK CAGE BANKS WITH BUILT IN SOFFITS ABOVE CABINETS, SEE DETAILS A-400 SERIES SHEETS FOR MORE INFORMATION; SEE EQUIPMENT SCHEDULE FOR MORE INFORMATION FOR CAGES
- LINE OF FINISHED BULKHEAD & SOFFITS ABOVE, SEE RCP FOR MORE INFORMATION
- STAFF LOCKERS, BY OWNER
- DOG RUN SLOPED TO FLOOR DRAIN, SEE DETAIL 10/A-501.1; SEE EQUIPMENT SCHEDULE FOR MORE INFORMATION
- O2 TANKS, SEE PLUMBING FOR MORE INFORMATION
- SUPERA MAG SCAVENGER UNIT, SEE INFORMATION ON SHEET Q701 & Q702 FOR MORE INFORMATION
- RECESSED VET SCALE, SEE DETAIL 6/A501.1 FOR MORE INFORMATION
- ROOF ACCESS LADDER WITH LOCKING CAGE, SEE DETAIL 13/A-501.2
- APPROXIMATE LOCATION OF ELECTRICAL SERVICE TO BUILDING, SEE CIVIL DRAWINGS FOR MORE INFORMATION
- ELECTRICAL PANELS, SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION
- PROVIDE DIRECT LINE WITH TEMPERATURE REGULATOR VALVE FROM HWV TO ALL HAND WASHING SINKS
- DOWNSPOUTS, SEE ROOF PLAN FOR MORE INFORMATION
- O2 MONITOR PANEL, SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION
- WAG SCAVENGER/LIGHTED CONTROLS, G.C. TO PROVIDE AND INSTALL, SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION
- WALL MOUNTED DENTAL X-RAY MACHINE, SEE EQUIPMENT SCHEDULE AND ELECTRICAL DRAWINGS FOR MORE INFORMATION
- HALF HEIGHT WALL, SEE ADDITIONAL MILLWORK ON SHEET A-402 & A-603
- RECEPTION DESK, SEE ADDITIONAL MILLWORK ON SHEET A-402 & A-603
- RECEPTION WORK AREA, SEE ADDITIONAL MILLWORK ON SHEET A-402 & A-603
- RETAIL AREA, SEE ADDITIONAL MILLWORK ON SHEET A-402 & A-603
- INDIVIDUAL TRENCH DRAIN - SEE PLUMBING SHEETS

CONSTRUCTION GENERAL NOTES

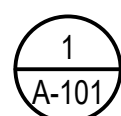
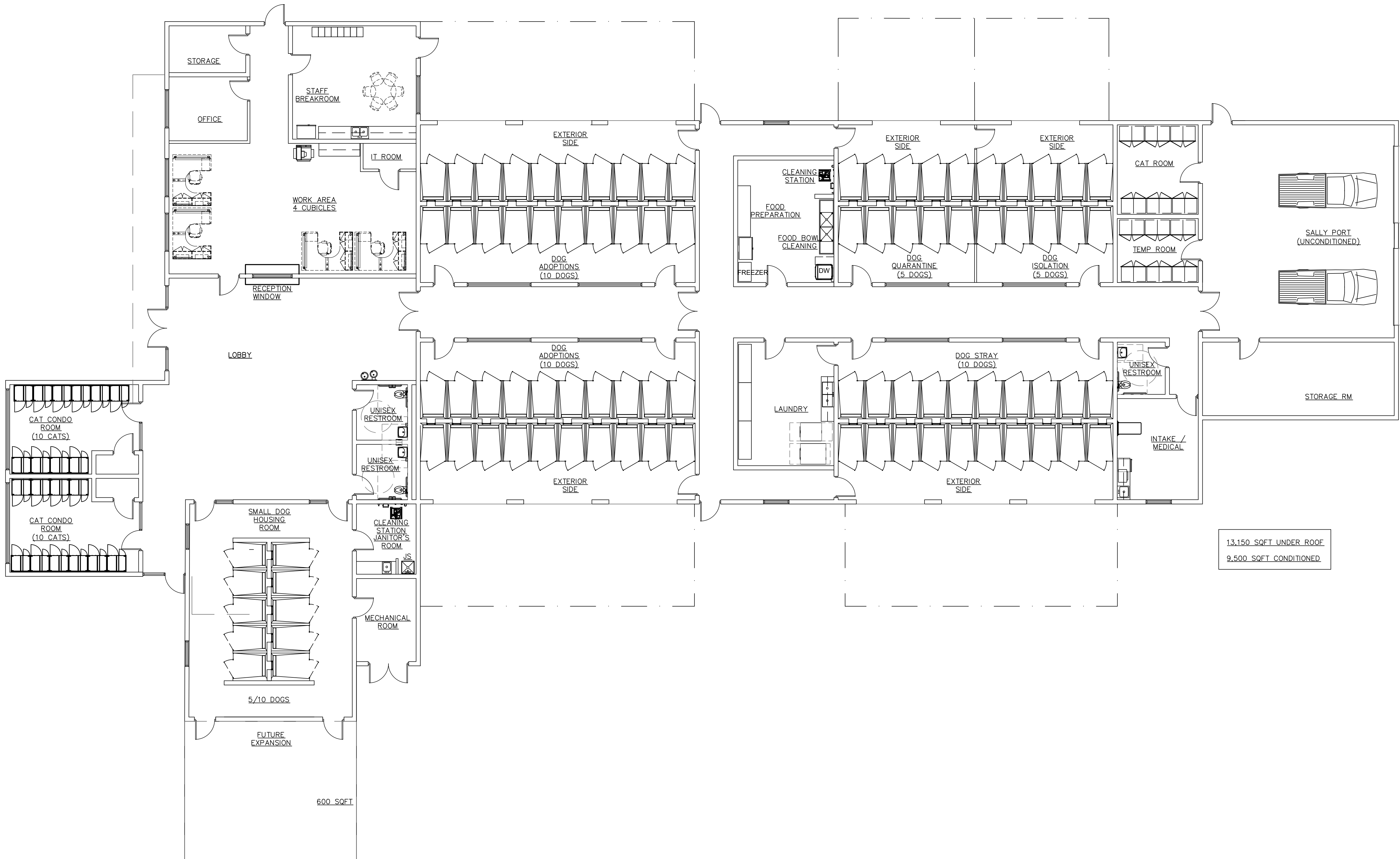
- CONFLICTS BETWEEN SITE CONDITIONS AND DRAWINGS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT.
- ALL WORK SHALL BE ERECTED AND INSTALLED PLUMB, LEVEL, SQUARE AND TRUE AND IN PROPER ALIGNMENT, U.N.O.
- ALL FURNITURE BY OWNER
- SEE FINISH SCHEDULE FOR CORNER GUARD SPEC. 8'-2" LONG (TYPICAL THROUGHOUT TREATMENT AND BACK OF HOUSE SPACE, TYPICAL)
- ALL DIMENSIONS ARE TO FACE OF STUDS, U.N.O. DIMENSIONS NOTED "HOLD" MUST BE ACCURATELY MAINTAINED AND SHALL NOT VARY MORE THAN ± 1/8" WITHOUT WRITTEN INSTRUCTION FROM ARCHITECT. "ALIGN" MEANS TO ACCURATELY LOCATE FINISHED FACES IN THE SAME PLANE. DIMENSIONS NOTED "CLEAR" ARE MINIMUM DIMENSIONS WHICH MUST BE MAINTAINED WITHOUT EXCEPTION. DIMENSIONS MARKED ± MEAN A VARIANCE NOT GREATER THAN 1/8". VERIFY DIMENSIONS EXCEEDING TOLERANCE WITH THE ARCHITECT. ALL DIMENSIONS TO THE EXTERIOR WINDOW WALL ARE TO THE FACE OF STUDS, U.N.O.
- GLASS TYPES AS NOTED ON GLASS SCHEDULE A-601
- PROVIDE BLOCKING IN STUD WALL FRAMING FOR SUPPORT OF CASEWORK, SHELF-STANDARDS, AV DEVICES, FURNITURE, ETC. ALL CONCEALED LUMBER AND BLOCKING TO BE FIRE TREATED. COORDINATE BLOCKING REQUIREMENTS WITH FURNITURE & AV INSTALLERS. WHERE BLOCKING OR ADDITIONAL STUDS ARE REQUIRED AT EXISTING PARTITIONS, THEY ARE TO BE PATCHED AND REPAIRED. SEE CONSTRUCTION PLANS FOR WALL-MOUNTED MONITORS & SCREENS. PROVIDE BLOCKING PER MANUFACTURER'S INSTRUCTIONS
- ALL HINGED DOORS TO BE 4" FROM NEAREST PERPENDICULAR PARTITION, U.N.O. DIMENSIONS LOCATING DOORS ARE TO THE INSIDE EDGE OF JAMB. ALL DOORS SHALL HAVE 1'-0" CLEAR ON THE STRIKE/FULL SIDE OF DOOR AND 1'-0" CLEAR ON THE STRIKE/LEAF SIDE (IF THEY HAVE BOTH A LATCH AND A CLOSER) VERIFY AND ADVISE ARCHITECT OF EXCEPTIONS PRIOR TO CLOSING OUT PARTITIONS.
- THE CONTRACTOR SHALL ESTABLISH A SINGLE FLOOR ELEVATION THAT IS TO BE USED TO SET THE TOP OF ALL DOORS SUCH THAT THE TOP OF ALL DOORS OF THE SAME HEIGHT WILL ALIGN REGARDLESS OF VARIATIONS IN THE FLOOR SLAB OR FINISHED FLOOR THICKNESS.
- PROVIDE VERTICAL CONTROL JOINTS 30" O.C. MAX IN ALL GNB PARTITIONS LONGER THAN 30". WHEN POSSIBLE CONTROL JOINTS SHOULD BE LOCATED ABOVE THE CORNER OF A DOOR.
- ALL SIDEWALKS TO DRAIN AWAY FROM EXTERIOR DOORS.
- EXTERIOR GRADES TO BE MINIMUM 6" BELOW FINISHED FLOOR.

PARTITION GENERAL NOTES

- SEE SHEET A-301 FOR WALL TYPE DETAILS
- PARTITION DEPTH AT FIRE EXTINGUISHER CABINET LOCATIONS SHALL ACCOMMODATE FULL CONCEALMENT OF RECESSED CABINETS OR PARTIAL CONCEALMENT OF SEMI-RECESSED CABINETS AS SPECIFIED BY THE MANUFACTURER.
- ALL PARTITIONS ABUTTING COLUMNS ARE TO ALIGN WITH THE FACE OF THE COLUMN, U.N.O.
- ALL GYPSUM BOARD PARTITIONS SHALL BE TAPED AND SANDED SMOOTH WITH NO VISIBLE JOINTS. PROVIDE LEVEL 4 FINISH U.N.O. - REFER TO ELEVATIONS AND THE MATERIAL SCHEDULE FOR MATERIALS THAT REQUIRE A LEVEL 5 FINISH.
- ALL EXPOSED GYPSUM BOARD EDGES TO HAVE VINYL OR METAL EDGE TRIM.
- REFER TO THE PARTITION TYPES FOR PARTITION THICKNESS.
- ARCHITECT SHALL REVIEW ON SITE THE PARTITION LAYOUT PRIOR TO PARTITION INSTALLATION.
- CONSTRUCTION OF FIRE-RATED PARTITIONS, INCLUDING TAPING AND FINISHING OF GYPSUM WALLBOARD FOR FULL HEIGHT TO STRUCTURE ABOVE, SHALL BE IN ACCORDANCE WITH UL SPECIFICATIONS TO ACHIEVE RATING INDICATED.
- ACOUSTICAL (SOUND-ISOLATION) PARTITIONS SHALL BE SEALED FOR FULL HEIGHT TO PREVENT PASSAGE OF AIRBORNE SOUND. TAPE AND FINISH ALL GYPSUM WALLBOARD JOINTS AND FASTENERS (INCLUDING ABOVE SUSPENDED CEILING) CAULK AT PERIMETER AND SEAL AT ALL PENETRATIONS.
- PROVIDE DOUBLE STUDS AT DOOR JAMBS. INSTALL ADDITIONAL STUDS IN EXISTING PARTITIONS AT NEW DOOR OPENINGS IN ORDER TO PROVIDE DOUBLE STUDS AT JAMBS.
- PROVIDE DIAGONAL STUD BRACINGS @ 48" O.C. AT DROP ARCHES/BULKHEADS.
- MR TYPE GYPSUM WALLBOARD AT BOTH SIDES OF ALL PARTITIONS WITH PLUMBING ROUGHING (E.G. BATHROOMS, PANTRY, JANITOR, ETC.,)

CONSTRUCTION PLAN LEGEND:

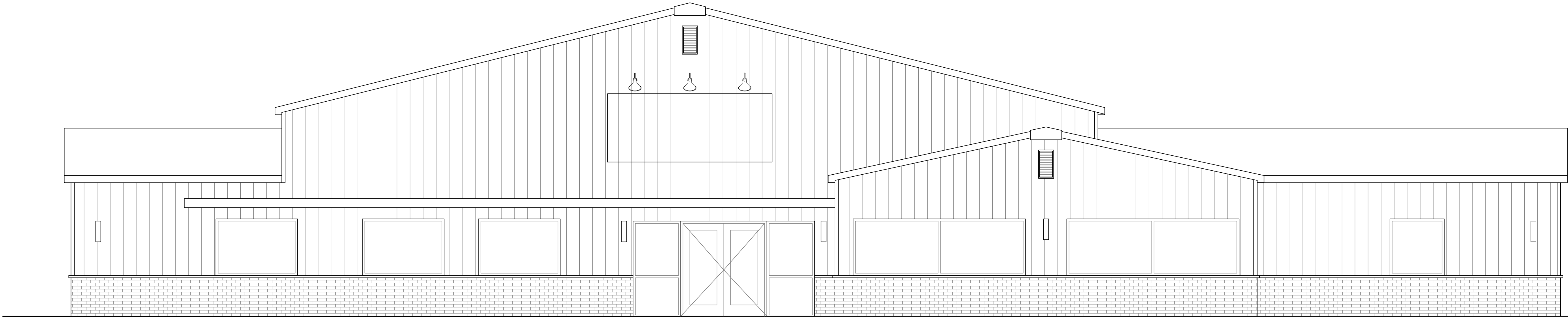
	2X6 WOOD STUD		DOOR TAG
	2X6 WOOD STUD;		WINDOW TAG
	INTERIOR SHEAR WALL		WALL TYPE STUD
	2X4 WOOD STUD		INTERIOR ELEVATION TAG (SEE SHEET A-401.1 & A-401.2)



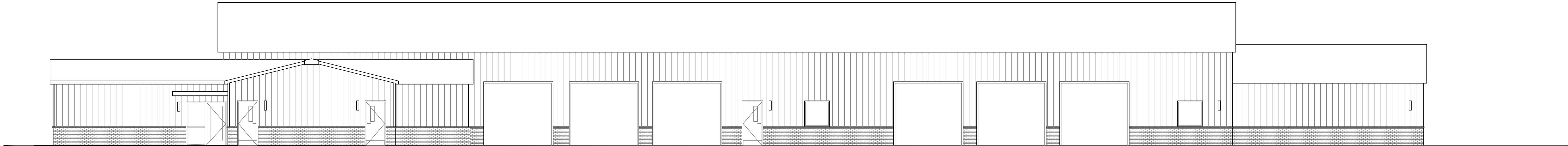
FLOOR PLAN

1/8" = 1'-0"





1 FRONT ELEVATION  
1/4" = 1'-0"



2 RIGHT SIDE ELEVATION  
1/8" = 1'-0"

EXTERIOR MATERIALS SCHEDULE	
ITEM	INFORMATION
EIFS, DRYVIT SYSTEM	DRYVIT SYSTEMS; OUTSULATION® PLUS MD SYSTEM; COLOR INDIGO BLUE - RGB 87-107-124 (SW 6243 DISTANCE)
7.2 METAL WALL PANEL SYSTEM	COLOR: #71 SANDSTONE
NICHHA PANEL WALL SYSTEM	VINTAGEWOOD-3030 PANEL SYSTEM; COLOR: CEDAR
STOREFRONT	CLEAR ALUMINUM WITH 1" INSULATED GLASS (GREEN TINTED "SOLEX") OR EQUAL
NOTE:	
1. THE ABOVE SCHEDULE OF EXTERIOR MATERIALS ARE USED IN THE NEW BUILDING. MATERIALS WILL BE COORDINATED WITH OWNER IN STYLE AND COLOR. U.N.O. ALL MANUFACTURERS LISTED TO SERVE AS A DESIGN BASIS. G.C. TO PROVIDE EQUAL PRODUCT AT A COST SAVINGS WHERE APPLICABLE.	
2. ANY SUBSTITUTIONS TO THE ABOVE SHALL BE SUBMITTED IN WRITING TO THE ARCHITECT AND APPROVED IN WRITING BY THE OWNER PRIOR TO ORDER OR INSTALLATIONS.	
3. ALL MATERIALS SHALL BE INSTALLED AND / OR APPLIED PER MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.	
TAG	MATERIAL
1	EIFS DRAINABLE WALL SYSTEM; BASIS OF DESIGN DRYVIT SYSTEM, INC.
2	LINE OF 1/2" FRY REGLET REVEAL
3	LINE OF 1/2" FRY REGLET VERTICAL CONTROL JOINT; MAX 8'-0" O.C.
4	NICHHA VINTAGEWOOD-3030 PANEL SYSTEM; COLOR CEDAR
5	CMP 7.2 METAL PANEL WALL SYSTEM @ TOWER, 24 GA. COLOR #71 SANDSTONE
6	METAL COPING, COLOR TO MATCH SANDSTONE METAL PANEL SYSTEM
7	SLOPED ROOF BEYOND, SLOPED 1/4" PER FOOT; SEE ROOF PLAN FOR MORE INFORMATION
8	ALUMINUM STOREFRONT DOOR / WINDOW; SEE WINDOW SCHEDULE, SHEET A601 FOR MORE INFORMATION
9	ALUMINUM WINDOW; SEE WINDOW SCHEDULE, SHEET A601 FOR MORE INFORMATION
10	ROOF ACCESS LADDER W/ LOCKING CAGE; SEE DETAIL 13/A-501.2
11	CANOPY; BASIS OF DESIGN MAPES; SEE DETAIL 12/A501.2 COLOR TO MATCH ADJACENT WALL
12	CORRUGATED METAL PANEL - GALVANIZED, EXPOSED FASTENER
13	UP/DOWN LIGHT MOUNTED @ CENTERLINE OF FIXTURE 7'-6" A.F.F.; SEE ELECTRICAL DRAWINGS
14	SIGN LIGHT MOUNTED @ CENTERLINE OF FIXTURE 20'-5" A.F.F.; SEE ELECTRICAL DRAWINGS
15	WALL MOUNTED EXTERIOR SIGNAGE
16	APPROXIMATE LOCATION OF ELECTRICAL METERS
17	SCUPPER AND DOWNSPOUT, COLOR TO MATCH ADJACENT WALL
18	16" HIGH NUMBERS / BUILDING SIGNAGE BY SIGN COMPANY - GC TO PROVIDE BLOCKING - FONT CENTURY GOTHIC BOLD
19	WALL BACK LIGHT - SEE ELECTRICAL
20	HOLLOW METAL DOOR & FRAME - PAINT SANDSTONE
21	
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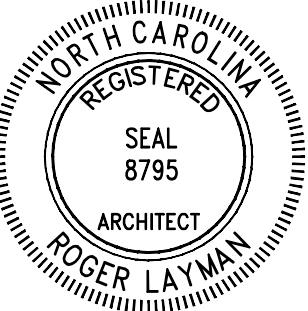
EDGEcombe  
COUNTY  
ANIMAL  
SHELTER  
TARBORO NC



RLArchitecture, PLLC

PO Box 161  
Davidson, NC 28036

ph. 704.756.3540  
RLArchitecture.com



DRAWING TITLE:  
EXTERIOR ELEVATIONS

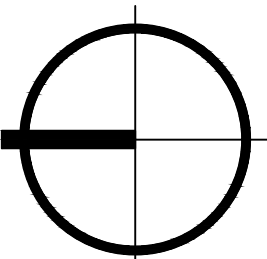
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NOT FOR CONSTRUCTION

REVISIONS		
NO.	DATE	DESCRIPTION

DATE: 10.30.2023  
PROJECT #: 2022.74  
SCALE: AS NOTED  
DRAWN BY: RL

A-201



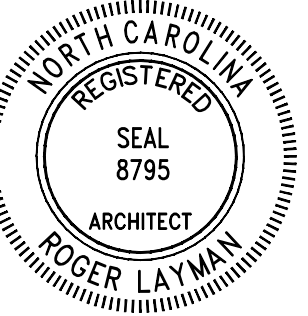


**EDGECOMBE  
COUNTY  
ANIMAL  
SHELTER  
TARBORO NC**



PO Box 161  
Davidson, NC 28036

ph. 704.756.3540  
RLArchitecture.com



DRAWING TITLE:

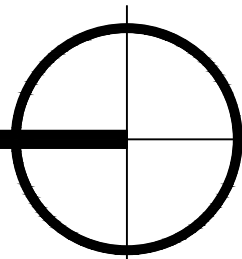
## EXTERIOR ELEVATIONS

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**NOT FOR CONSTRUCTION**

DATE	10.30.2023
PROJECT #	2022.74
SCALE	AS NOTED
DRAWN BY	RL

# A-202





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

**Subject:** Town of Tarboro-SESRP Baseball/Softball Agreement

**Date:** 2/12/2024

**Memo Number:** 24-04

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Town staff and representatives of the South Edgecombe Summer Recreation Program have been in conversations about how to grow baseball/softball within Edgecombe County. By combining recourses, it is felt that together we can make a better baseball/softball experience. Attached is a proposed agreement, outlining responsibilities of both parties.

It is recommended that Council authorize staff to enter into an agreement with South Edgecombe Summer Recreation Program to provide baseball/softball services utilizing Town facilities.

### **ATTACHMENTS:**

Description	Upload Date	Type
TOT-SESRP Baseball/Softball Agreement	2/7/2024	Cover Memo



**TOWN OF TARBORO/SOUTH EDGECOMBE**  
**SUMMER RECREATION PROGRAM**  
**BASEBALL/SOFTBALL PARTNERSHIP AGREEMENT**

Agreement made this 13<sup>th</sup> day of February, 2024 by and between the Town of Tarboro Parks & Recreation Department, now referred to as "TOTPRD", and South Edgecombe Summer Recreation Program of Pinetops, now referred to as "SESRP" and collectively as "The Parties". The purpose of this agreement is to set forth terms and conditions through which the partnership will facilitate and host baseball and softball recreation programs in the Town of Tarboro. By signing this document the Parties agree to the below stated terms:

**1. Facilities**

- a. SESRP's use of the facilities under this agreement is limited to the use of the ILSC fields 1-5, ILSC training facilities (batting cage and soft toss nets), ILSC storage shed, and Braswell Park fields.
- b. SESRP is responsible for any and all damages to any part of the TOTPRD Facility or equipment caused by the SESRP's members while occupying and using the facilities. SESRP agrees to reimburse TOTPRD in full within 30 days of the presentation of the invoice or repair estimate for damages.

**2. Scheduling**

- a. SESRP agrees to provide the Recreation Department with a written general schedule of games and practice times prior to the first scheduled game or practice. Dual seasons (fall/spring) will require dual schedules. Schedules should list, at a minimum, fields/facility, dates and times. SESRP will also provide updates or changes to the original schedule. It is understood by both parties that this schedule can be of a general nature with blocks of time required for games and practices. The Recreation Department must review the schedule (which must include all times needed for games, practices and field maintenance) before SESRP can use the fields. Once the Recreation Department has approved the schedule, SESRP shall have exclusive use of the field(s) for all times listed on the approved schedule.
- b. The Recreation Department has complete authority for scheduling all fields. Any changes to the schedule for a field(s) shall be cleared with the Recreation Department before access to the field(s) will be granted. No other group, to whom a field has been assigned, may charge a fee or allow another group to use the field(s) in their place. This authorization is solely under the authority of the Recreation Department
- c. The Town of Tarboro Parks & Recreation Department staff reserves the right to postpone, delay, or cancel any event due to unsafe conditions, inclement weather, lightning, or precautionary measures to maintain a safe environment for all patrons. In the event that any usage is delayed due to lighting or deteriorating weather conditions, patrons, staff, participants, and coaches will need to seek shelter immediately inside facility structures or in their vehicles. No coaches, participants or staff will be allowed to remain on the field or in



the dugouts. Once the threat of inclement weather has passed, participants, coaches, and patrons will be allowed back inside the facility and on the fields.

3. **Non-compete**

- a. TOTPRD will not promote, host, or produce any program hosted by the SESRP within the municipal limits of the Town of Tarboro that would provide the same athletic experience while this agreement is in place.
- b. TOTPRD will host and produce teeball and 8U coach pitch as these programs are being held in Pinetops. The fee for these programs will match the fee charged by SESRP (\$55/participant)

4. **Insurance**

- a. SESRP, as part of the use agreement, agrees to provide proof of insurance in place for the duration of this agreement. A **Certificate of Liability Insurance** in the amount of no less than (1)one million dollars and showing the Town of Tarboro as an additional insured is required prior to usage term. Said policy of liability insurance shall be effective prior to the start of usage term and shall not expire until the conclusion of usage term. Failure to provide such proof before start of usage shall void this Agreement and SESRP and any participants will not be permitted to use the Facility or grounds. Such failure to provide shall be considered a material breach of this agreement and TOTPRD is authorized to suspend or withhold permission to use the facilities without penalty, cost or loss until an enforceable certificate of liability insurance is provided or at the TOTPRD's option, terminate the agreement. SESRP, its participants, coaches, and staff further agree to execute the attached **Hold Harmless Agreement releasing and indemnifying the TOTPRD, the Town of Tarboro, its employees, agents, directors, and managers from liability for injuries or property damage that may occur to SESRP and its participants and invitees during the use of the TOTPRD facilities under this agreement.**
- b. The Town of Tarboro is not responsible for any personal injuries or damage to personal property, vehicles or equipment. Participants and patrons need to be aware of their surroundings at all times. Should medical attention be needed by participants of SESRP or visitors to SESRP sponsored events, activities, and or functions, it will be the responsibility of SESRP to provide appropriate first aid care and then notify TOTPRD by means of documentation of situation and care given. Release forms executed by SESRP, its participants, coaches and staff will be provided to TOTPRD.

5. **Behavior**

- a. All organizations and their patrons will conduct themselves in accordance to departmental policies rules and regulations and in strict adherence to posted facility rules. Friendly. The Town of Tarboro Parks & Recreation staff reserves the right to dismiss any persons not acting in a proper manner.

6. **SESRP Obligations:**

- a. SESRP agrees to provide a RECREATIONAL youth baseball and softball programs as a service for the Town. In return for providing the youth sports

program and for fulfilling the other requirements of this Agreement, the TOTPRD hereby waives all usual fees for field usage, which are routinely charged to other non-affiliated organizations. Such fees may be levied, however, if it is determined that fields are being used to subsidize individual income of paid or volunteer Association staff, or that events are outside of routine Association activities.

- i. Recreation program defined
  1. For purposes of this agreement, a recreational program is designed as a program where all children who register under existing guidelines will be able to play on a team that matches their age and ability. This agreement also covers other sponsored youth sports, such as traveling teams, All Star teams. As such, these programs fall under the same policies of this agreement.
- b. SESRP must provide for the following aspects of the operations of the baseball and softball programs including, but not limited to, the following:
  - i. Registration of participants
  - ii. Collection of fees
  - iii. Uniforms
  - iv. League or association membership fees
- c. The SESRP must provide annually, prior to the beginning of their first (or only) playing season, to the Recreation Department the current versions of:
  - i. A list of Board of Directors and/or Association Officers
  - ii. A current roster of participants, to show how many youth participate, and where they reside (Town resident or non-resident)
  - iii. Current set of by-laws, with amendments if applicable
  - iv. Proof of liability insurance/certificate of insurance coverage: coverage should include, at a minimum, one million dollars with not less than \$1,000 deductible per incident or claim
- d. SESRP shall have one position designated for a Town of Tarboro Parks and Recreation employee on the governing board at all times while this agreement remains in effect
- e. Usage Fee Schedule: the SESRP is to be charged \$5.00 per participant. Payment of full usage fee is due upon completion of the SESRP member registration drive and or any subsequent adjustment to said registration deadline. Payment is to be made to the Town of Tarboro by April 1. Any changes or extension of term of usage is subject to additional cost to be set by TOTPRD.
- f. Umpires will be booked, scheduled, and paid by SESRP. The fee for games will be set at \$30/game for each umpire. SESRP will keep a log of umpire payments to submit to the Town for reimbursement monthly.
- g. The SESRP must leave fields, dugouts, and surrounding areas in clean, organized conditions upon conclusion of activities. Areas should be

acceptable for use of patrons on the business day. Failure to do so may result in suspension of usage agreement.

- h. SESRP is empowered by the Town to control the behavior of participants and spectators during the sporting event to the same extent the Town is so empowered. SESRP can eject an unruly or dangerous participant, coach, parent or spectator from the premises during sporting events. Any SESRP, officer, coach, umpire or other official can exercise this authority. The SESRP, through these people, may contact the Police Department for assistance, if necessary.
- i. SESRP should notify the Recreation Department of any damage, vandalism, needed repairs and/or safety issues at their respective parks as soon as possible, not later than the next working day. If damage is a result of SESRP members' negligence or failure to comply with accepted operational or security measures, SESRP may be held responsible for reimbursing the Town for all or part of repair costs
- j. SESRP must not allow any alcoholic beverages and/or illegal drugs to be consumed on Town property or in Town facilities. Town facilities are also smoke and tobacco free.
- k. SESRP shall allow no vehicles in other-than designated parking areas, including concession buildings and office areas, unless specifically authorized by the Recreation Department. The Town's police department may issue citations for illegally parked vehicles, or for reckless operation (speeding, etc.) of vehicles on Town property
- l. SESRP shall not be allowed to alter, add, delete or improve the facilities without prior written consent by the Recreation Department Director. Such alterations, additions or improvements shall meet existing applicable Town codes, and become and remain Town property.
- m. SESRP will be required to complete a separate contract for every tournament hosted above and beyond their regular season.
- n. SESRP will be allowed to host up to six (6) camps or clinics annually. Field rental fees will not be assessed by the Town so long as it is shown that the camps and clinics are not subsidizing individual income of paid or volunteer staff, and that they are part of the routine activities of SESRP.
- o. Advertisements
  - i. SESRP shall be authorized to sell and post advertisements to support their program financially
    - 1. These advertisements can be posted on fencing where designated by TOTPRD staff and should be secured in a manner as to not damage TOTPRD property.
    - 2. Advertisements will be allowed to remain displayed at all times during the duration of this agreement.
    - 3. If a future agreement is not signed, advertisements should be removed within 30 days of the expiration of this agreement.

Failure to do so will result in the removal by staff and the materials will be discarded.

- ii. As part of this agreement, SESRP will pay TOTPRD 10% of all revenue associated with advertisements sold and displayed at TOTPRD facilities

**7. TOTPRD Obligations**

- a. The TOTPRD is solely responsible for the upkeep and maintenance of all facilities and fields.
- b. The Town will provide reimbursement for umpire fees to SESRP for all games hosted at ILSC during the course of this partnership. The fee for games will be set at \$30/game for each umpire. Umpires will be booked and scheduled by SESRP. Payment will be made on an invoice provided by SESRP monthly.
- c. The Town will be granted exclusive authority to apply for any applicable funding grants offered as it relates to baseball/softball recreational programs within the Town limits.
- d. The Recreation Department will be responsible for monitoring the restrooms during operation of the facility. The Recreation Department is also responsible for locking restrooms at the conclusion of each usage of the facility
- e. The Recreation Department will be responsible for lining their fields for game play. Fields will be dragged daily before practices. In some circumstances, practices may directly follow activities of other organizations. In such cases, the Recreation Department will make all efforts to get fields dragged before use by SESRP for practice. Only Town employees may operate motorized field dragging equipment unless permission has been granted by the Director.
- f. The Recreation Department is responsible for turning off all applicable lights (field and facility) at the conclusion of each night's activities, and locking any designated gates or doors.
- g. The Town's insurance covers only the Town's buildings and fields. It is the responsibility of SESRP to insure any contents stored in its office and storage buildings.
- h. Concessions
  - i. The Town will continue to operate concessions at the ILSC during events in an effort to generate revenue.

**8. Term**

- a. The term of this agreement shall include all days between February 13, 2024 and December 31, 2024

**9. Termination**

- a. Should either party fail to uphold the above terms, the agreements may be terminated by the other party via Ten (10) days' notice in writing.

**10. Assumption of Risk**

- a. TOTPRD is also released from all liability of any injury occurring during SESRP scheduled games and practices.



Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

I, \_\_\_\_\_, Notary Public, do hereby certify that

whose acknowledgment is being taken) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this \_\_\_\_\_.

Print \_\_\_\_\_

My commission expires: \_\_\_\_\_

Page 6 of 8



**TARBORO PARKS AND RECREATION DEPARTMENT**  
**FACILITY HOLD HARMLESS AGREEMENT**

THIS RELEASE AND INDEMNITY AGREEMENT made and given on the \_\_\_\_\_, 2024, by \_\_\_\_\_ (Your Organizations Name "SESRP") to the Town of Tarboro, North Carolina, its elected officials, agents, departments, managers, directors and employees (collectively the "Town");

WHEREAS, "SESRP" has requested permission to use property for the following purpose:

***Hosting baseball and softball practices and games at ILSC (3300 Western Blvd) and Braswell Park 1501 (Western Blvd).***

(Whether one or more, the "Activity"); and

WHEREAS, in order to induce the Town to permit "SESRP" to use the Property for the Activity specified, the "SESRP" has agreed to release, indemnify, and hold harmless the Town to the extent herein below provided.

NOW, THEREFORE, in consideration of being granted the right to use the Property, the "SESRP" hereby agrees to:

- (i) RELEASE, ACQUIT, AND FOREVER DISCHARGE the Town from any and all claims, losses, damages, or liability (present or future), on account of injury to persons or property, including injury resulting in death, arising out of or any way connected with the use of the Property for the Activity specified above, or for any other activity or activities at the Property by the undersigned "SESRP" during the term of this Release and Indemnity Agreement; and
- (ii) INDEMNIFY, DEFEND, AND HOLD HARMLESS the Town from and against any and all claims, losses, damages, or liability (present or future), and all costs, charges, and fees (including court costs and reasonable attorney's fees) related thereto, arising out of, or in any way connected with the use of the Property by the undersigned "SESRP", or anyone using the Property under the auspices of the undersigned "SESRP", or with the implied or express consent or the undersigned.

It is understood and agreed that the Town makes no representation or warranty, express or implied, that the Property is suitable, safe, or appropriate for the Activity and that the undersigned "SESRP" assumes the risk of any loss, damage, or liability resulting from the use of the Property. The undersigned will not use or authorize anyone to use the Property for any activity except the Activity specified above except with the consent of the Town or its duly authorized representative.

It is further understood and agreed that if any term or provision of this Release and Indemnity Agreement, or the application thereof to any person, firm, corporation, or

circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Release and Indemnity, or the application of such term or provision to persons, firms, corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Release and Indemnity Agreement shall be valid and enforceable to the fullest extent permitted by law.

The undersigned declares and states that in the undersigned's official capacity and with authorization of the "SESRP" has executed this Release and Indemnity Agreement and that the Town may rely on such representations of authority and capacity.

Date: \_\_\_\_\_, 2024

\_\_\_\_\_  
Name of SESRP Representative

\_\_\_\_\_  
Signature of SESRP Representative

THE STATE OF NORTH CAROLINA  
COUNTY OF EDGECOMBE

I, \_\_\_\_\_, Notary Public, do hereby certify that

\_\_\_\_\_ (name of  
individual(s) whose acknowledgment is being taken) personally appeared before me this day  
and acknowledged the due execution of the foregoing instrument. Witness my hand and official  
seal this \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

Print \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Seal)



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

**Subject:** UCPRPO - Town Amended MOU Adoption

**Date:** 2/12/2024

**Memo Number:** 24-05

---

The Upper Coastal Plain Rural Planning Organization and NCDOT have a Memorandum of Understanding in place which allows them to partner together in developing short and long range transportation for rural areas. Both parties have agreed to amend the original Memorandum of Understanding and they are requesting the Town to adopt the attached MOA.

It will be appropriate for Council to approve the amended Memorandum of Understanding regarding the rural planning organization for Edgecombe County.

### **ATTACHMENTS:**

Description	Upload Date	Type
Municipal Statement of Adoption	2/5/2024	Cover Memo
Amended Memorandum of Understanding	2/5/2024	Cover Memo
UCPRPO Handbook	2/5/2024	Cover Memo
UCPRPO TAC Bylaws	2/5/2024	Cover Memo
UCPRPO TCC Bylaws	2/5/2024	Cover Memo
FY 2025 Upper Coastal Plain RPO Allocation Letter	2/5/2024	Cover Memo

MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH, AND WILSON COUNTIES

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipality in each county is hereby adopted by the Town of \_\_\_\_\_, \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Mayor, Town of

---

Clerk to the Board

**AMENDED  
MEMORANDUM OF UNDERSTANDING  
FOR  
COOPERATIVE, COMPREHENSIVE AND CONTINUING  
TRANSPORTATION PLANNING  
AND THE ESTABLISHMENT  
OF A RURAL PLANNING ORGANIZATION  
FOR**

The County of Edgecombe and the participating municipalities therein; the County of Johnston and the participating municipalities therein; the County of Nash and the participating municipalities therein; the County of Wilson and the participating municipalities therein; and the North Carolina Department of Transportation (NCDOT) (hereinafter collectively, "the Parties").

**WITNESSETH**

**Whereas**, on October 7, 2002, the Parties entered into a Memorandum of Understanding which created the Upper Coastal Plain Rural Planning Organization (hereinafter, "RPO"); and

**Whereas**, the RPO provides rural areas the opportunity to work in partnership with the NCDOT toward development of sound, short and long-range transportation planning for rural areas; and ,

**Whereas**, the Parties have agreed to amend the Original Memorandum of Understanding.

**Now, therefore**, the following Amended Memorandum of Understanding is made on this the 14th day of September, 2022.

**Section 1.** It is hereby agreed, that the County of Edgecombe and the participating municipalities therein; the County of Johnston and the participating municipalities therein; the County of Nash and the participating municipalities therein; the County of Wilson and the participating municipalities therein; and the NCDOT intend to establish and participate in a RPO created for the general purposes and responsibilities outlined in the following:

1. Develop long-range local and regional multi-modal transportation plans in cooperation with the area Metropolitan Planning Organizations (MPOs) and the NCDOT.
2. Provide a forum for public participation in the rural transportation planning process.
3. Develop and prioritize suggestions for regional transportation projects that the RPO believes should be included in the State Transportation Improvement Program (STIP).

4. Provide transportation-related information to local governments and other interested organizations and persons.
5. To conduct transportation related studies and surveys for local governments and other interested entities/organizations.
6. To undertake mutually agreed upon transportation related tasks to enhance transportation system development, coordination and efficiency.

**Section 2.** It is hereby further agreed that transportation plans and programs and land use policies and programs for the RPO will be coordinated by the the City of Wilson, an agency selected on behalf of participating local governments and the North Carolina Department of Transportation, to be the administrative entity and to serve as the lead local planning agency for coordinating rural transportation planning in the four county planning area. The RPO hereby authorizes the City of Wilson to be the recipient of any funds appropriated to the RPO by the North Carolina Department of Transportation pursuant to North Carolina General Statute 136-213(c).

**Section 3.** Establishment of Rural Transportation Advisory Committee (RTAC). The RTAC is hereby established with the responsibility for serving as a forum for cooperative transportation planning decision making for the RPO. The RTAC shall have the responsibility of keeping the policy boards informed of the status and requirements of the transportation planning process; to assist in the dissemination and clarification of the decisions, inclinations, and policies of the policy boards; and to help ensure meaningful public participation in the rural transportation planning process.

1. The TAC will be responsible for carrying out the following:
  - A. Establishment of goals, priorities, and objectives for the rural transportation planning process.
  - B. Endorsement and review of changes to adopted transportation plans within the RPO.
  - C. Endorsement, review, and approval of a Planning Work Program (PWP) for transportation planning that define work tasks and responsibilities for the various agencies participating in the RPO.
  - D. Endorsement, review, and approval of transportation improvement projects that support and enhance both regional and local transportation in the four county RPO.
2. The membership of the Rural Transportation Advisory Committee shall consist of the following:

- A. Edgecombe County
    - One Commissioner representing the County of Edgecombe; and
    - One elected official from the RPO member municipality with the largest population in Edgecombe County that is not a member of an MPO; and
    - Two at large elected officials from two different RPO member municipalities therein.
  - B. Johnston County
    - One Commissioner representing the County of Johnston; and
    - One elected official from the RPO member municipality with the largest population in Johnston County that is not a member of an MPO; and
    - Two at large elected officials from two different RPO member municipalities therein.
  - C. Nash County
    - One Commissioner representing the County of Nash; and
    - One elected official from the RPO member municipality with the largest population in Nash County that is not a member of an MPO; and
    - Two at large elected officials from two different RPO member municipalities therein.
  - D. Wilson County
    - One Commissioner representing the County of Wilson; and
    - One elected official from the RPO member municipality with the largest population in Wilson County that is not a member of an MPO; and
    - Two at large elected officials from two different RPO member municipalities therein.
  - E. One member from the North Carolina Board of Transportation Member for Division 4.
3. The Commissioner representing each county on the TAC shall be elected every year by the Board of County Commissioners of each County in regular session. In addition, prior to December 31 of each year the county commissioners from each county shall determine the two at large municipalities. The municipal member representing each of the three municipalities on the TAC shall be elected each year by the governing body of the municipality in regular session. All terms of appointment to the TAC shall be for one year. Reappointment is possible. One alternate may be designated for each member providing they meet the same criteria as the original appointee.
  4. An RPO TAC membership roster will be compiled and updated at least annually, listing each attendee and alternate, if applicable, for each member county or municipality. The membership of a county or municipality member who fails to send the appointee or alternate to two consecutive RPO meetings will be designated as a



vacant seat and will not count towards quorum. Attendance at future meeting will reinstate the member.

5. A quorum is required for the transaction of all business, including conducting meetings or hearings, participating in deliberations, or voting upon or otherwise transacting the public business. A quorum consists of 51% of the members of the TAC, plus as many additional members as may be required to ensure that 51% of possible votes are present. The TAC will meet as often as it is deemed necessary, appropriate and advisable. On the basis of majority vote of its membership, the TAC may elect a member of the committee to act as chairperson with the responsibility for coordination of the committee's activities.
6. The City of Wilson will provide staff to the TAC.

**Section 4.** Establishment of Technical Coordinating Committee (TCC). A TCC shall be established with the responsibility of general review, guidance, and coordination of the transportation planning process for the RPO and the responsibility for making recommendations to the respective local, state, and federal governmental agencies and the TAC regarding any necessary actions relating to the continuing transportation process.

1. The TCC shall be responsible for development, review, and recommendation for approval PWP for the RPO, the STIP requests, and revisions to the STIP.
2. Membership of the TCC shall include technical representatives from all local and state government agencies directly related to and concerned with the transportation planning process for the RPO planning area. Initially, the membership shall include, but may not be limited to, the following:
  - A. The Manager, Assistant Manager, Planner, Clerk, or Engineer from each of the four counties of the RPO planning area, or his/her designated staff representative.
  - B. The Chief Administrative Official, City Planner, City Engineer, or City Clerk from each member municipality in the RPO planning area, or his/her designated staff representative.
  - C. Division Engineer serving Highway Division 4, NCDOT, or his/her designated staff representative.
  - D. Manager, Transportation Planning Branch, NCDOT, or his/her designated staff representative.
3. Membership of the TCC may be altered on the basis of a majority vote of its membership and approval of the TAC of the RPO. One alternate may be designated for each member providing they meet the same criteria as the original appointee. Membership may be further defined in the duly adopted bylaws. An RPO TCC

membership roster will be compiled and updated at least annually, listing each attendee and alternate, if applicable, for each member-county or municipality. The membership of a county or municipality member who fails to send the appointee or alternate to attend two consecutive RPO meetings will be designated as a vacant seat and will not count towards quorum. Attendance at future meetings will reinstate the member.

4. A quorum is required for the transaction of all business, including conducting meetings or hearings, participating in deliberations, or voting upon or otherwise transacting the public business. A quorum consists of 51% of the members of the TCC, plus as many additional members as may be required to ensure that 51% of possible votes are present. The TCC will meet as often as it is deemed necessary, appropriate and advisable. The TCC shall by majority vote of the membership elect one member to serve as a Chairman with the responsibility for coordinating the committee's activities. Membership of the TCC may be altered on the basis of a majority vote of its membership and approval of the TAC of the RPO.

**Section 5.** It is further agreed that all participating agencies will assist in the Rural Transportation Planning Process by providing planning assistance (where possible), data, information and inventories in accordance with the approved PWP.

**Section 6.** Each county and its RPO member jurisdictions shall have the support of the RPO staff in developing local transportation projects and priorities. Each member agrees to coordinate its transportation plans with those of other RPO members. Additionally, by consensus, the RPO may identify projects of a regional nature for development and presentation to NCDOT for consideration.

**Section 7.** Parties to this Memorandum of Understanding may terminate their participation in the continuing transportation planning process by giving a 90 day written notice to the other parties to the date of termination.

**Section 8.** Municipalities desiring to join the RPO following the signing of this Memorandum of Understanding must do so no later than 90 days after the date given below in Section 10, by submitting a fully-executed Municipal Statement of Adoption. Any municipality desiring to join the RPO after the initial 90-day period must notify the lead planning agency and the other members of the RPO in writing of its intent to join, and provide each with a copy of a fully-executed Municipal Statement of Adoption. New memberships will become effective on July 1<sup>st</sup> of each year.

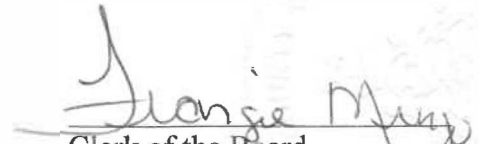
**Section 9.** This Amended Memorandum of Understanding supersedes and replaces any prior memorandum(s) of understanding between the Parties regarding the RPO.

**Section 10.** In witness whereof, the Parties have been authorized by appropriate and proper resolutions, and/or legislative authority to sign this Amended Memorandum of Understanding, this the 14th day of September, 2022.

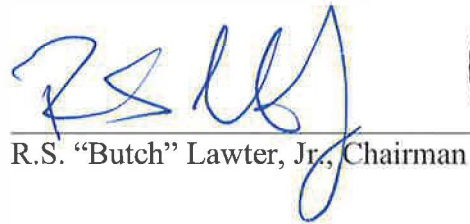
BY:

COUNTY OF EDGECOMBE

  
Leonard Wiggins, Chairman

  
Clerk of the Board


COUNTY OF JOHNSTON

  
R.S. "Butch" Lawter, Jr., Chairman



  
Paula G. Woodard  
Clerk of the Board

COUNTY OF NASH

  
Robbie B. Davis, Chairman

  
Clerk of the Board

COUNTY OF WILSON

  
Rob Boyette, Chairman

  
Melina Williams  
Clerk of the Board

NCDOT

DocuSigned by:



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J.R. Hopkins, P.E.  
Secretary, NCDOT

# TAC TCC HANDBOOK

User Guide for North Carolina's Regional Transportation Planning  
Organizations' Transportation Advisory Committees and Technical  
Coordination Committees

2022

# North Carolina Map 2022

## North Carolina Metropolitan and Rural Planning Organizations With NCDOT Division Contacts

9 Division Engineer: Pat Ivey, PE 336-747-7800

5 Division Engineer: Brandon H. Jones, PE 919-220-4600

1 Division Engineer: Sterling Baker, PE 252-482-1850

11 Division Engineer: Michael A. Pettyjohn, PE 336-667-9111

7 Division Engineer: Wright R. Archer, PE 336-487-0000

4 Division Engineer: Kevin Bowen, PE 252-640-6400

13 Division Engineer: Mark T. Gibbs, PE 828-250-3000

14 Division Engineer: Wanda Austin, PE 828-586-2141

8 Division Engineer: Patrick Norman, PE 910-773-8003

10 Division Engineer: Brett D. Canipe, PE 704-983-4400

12 Division Engineer: Mark Stafford, PE 980-552-4200

6 Division Engineer: H.L. "Drew" Cox, PE 910-364-0600

2 Division Engineer: Preston Hunter, PE 252-775-6100

3 Division Engineer: D. Chad Kimes, PE 910-341-2000

# NCDOT Divisions

0 25 50 100 Miles



Map Created By  
NCDOT Transportation Planning Division  
August 2021

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# 1 / INTRODUCTION

Rural Planning Organizations (RPOs) were developed in response to Senate Bill 1195 which amended General Statute 136, Article 17 which directed NCDOT to develop a plan to establish RPOs. NCDOT completed its report in early 2001 and 20 RPOs were established between 2001 and 2003. As defined in 136-66.210, an RPO is “a voluntary organization of local officials formed through a Memorandum of Understanding (MOU) to work cooperatively with the Department to plan rural transportation systems and to advise the Department on rural transportation policy”.

Since 2002, the North Carolina Department of Transportation has implemented a major re-engineering of its consultation process with rural local officials. The change was mandated under a new state law passed in July 2000 that required the establishment of rural planning organizations (RPOs) to work cooperatively with the state to plan rural transportation systems and to advise the department on rural transportation policy (Senate Bill 1195, covered under Article 17 General Statute 136-210 through 213). North Carolina's RPOs are nationally recognized for their innovative and ground-breaking work.

On July 6, 2012, President Obama signed into law P.L. 112-141, the Moving Ahead for Progress in the 21st Century Act (MAP-21). Funding surface transportation programs at over \$105 billion for fiscal years (FY) 2013 and 2014, MAP-21 is the first long-term highway authorization enacted since 2005. MAP-21 represents a milestone for the U.S. economy – it provides needed funds and, more importantly, it transforms the policy and programmatic framework for investments to guide the growth and development of the country's vital transportation infrastructure.

MAP-21 creates a streamlined, performance-based, and multimodal program to address the many challenges facing the U.S. transportation system. These challenges include improving safety, maintaining infrastructure condition, reducing traffic congestion, improving efficiency of the system and freight movement, protecting the environment, and reducing delays in project delivery.

MAP-21 builds on and refines many of the highway, transit, bike, and pedestrian programs and policies established in 1991. This summary reviews the policies and programs administered by the Federal Highway Administration. The Department will continue to make progress on transportation options, which it has focused on in the past three years, working closely with stakeholders to ensure that local communities are able to build multimodal, sustainable projects ranging from passenger rail and transit to bicycle and pedestrian paths.

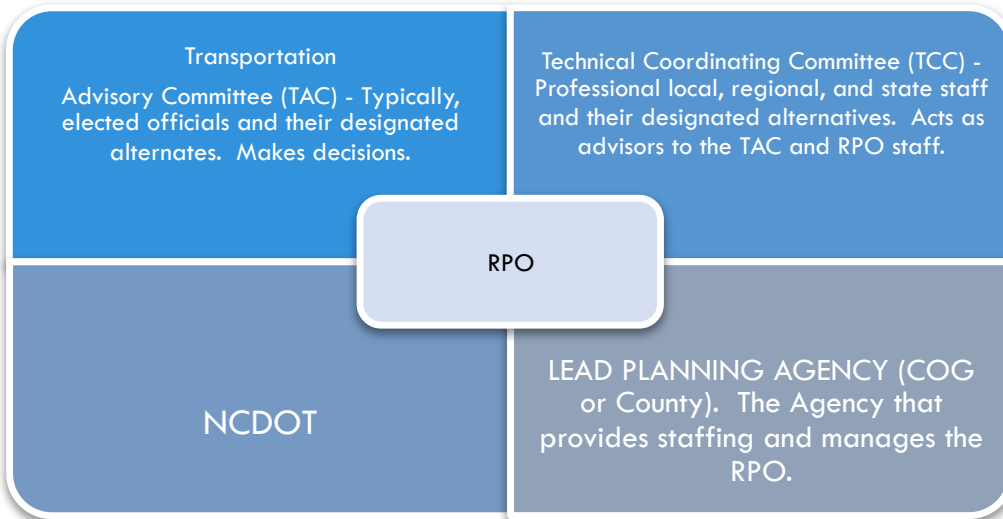
MAP-21 reiterates the role of earlier legislation creating North Carolina's rural transportation planning organization by stating that States (that have not already done so) may establish and designate Regional Transportation Planning Organizations (RTPOs) and that RTPOs shall be established as a multijurisdictional organization, comprised of volunteer nonmetropolitan local officials or their designees and volunteer representatives of local transportation systems and, that the RTPOs can assist the State in addressing the needs of nonmetropolitan areas. (23 U.S.C. 135(m))

The boundaries of a RPO may coincide with, but not overlap the boundaries of a Metropolitan Planning Organization (MPO) or another RPO.

GS 136-212 identifies four primary duties for RPOs:

- Developing, in cooperation with the Department (NCDOT), long-range, local and regional multimodal transportation plans;
- Providing a forum for public participation in the transportation planning process;
- Developing and prioritizing suggestions for transportation projects the organization believes should be included in the State's Transportation Improvement Program (STIP); and,
- Providing transportation-related information to local governments and other interested organizations and persons.





## RPO Organization

According to GS 136-211 (b), an RPO must consist of at least three contiguous counties with a population of at least 50,000 people. An RPO consists of an administrative entity which provides the professional staff to the RPO, a Technical Coordinating Committee (TCC) consisting of local staff from member governments and agencies and a Transportation Advisory Committee (TAC) made up of elected and appointed officials.

### Lead Planning Agency (LPA)

The LPA serves as the administrative entity for the RPO. Eligible administrative entities include a regional council of governments, regional economic development agencies, chambers of commerce and local governments. The LPA receives and expends funds on behalf of the RPO.

The LPA provides at least one (1) full time equivalent (FTE) professional staff member to carry out the duties of the RPO within the context of an adopted plan of work. The LPA is defined within the adopted Memorandum of Understanding (MOU), and may be changed based on the agreement of the RPO member governments and NCDOT. (A copy of your RPO's MOU is included in the Appendix)

### Memorandum of Understanding (MOU)

The MOU establishes the membership, bylaws and voting structure of the RPO. It also identifies the overall responsibilities of the RPO. All member counties must sign the MOU. Municipalities within the RPO may sign the MOU or adopt a resolution in support of the RPO. Any municipal resolutions must be submitted along with the MOU.

**Technical Coordinating Committee (TCC)**

The TCC consists of staff members from local government members, agencies and NCDOT. The TCC provides guidance and recommendations to the Transportation Advisory Committee (TAC). The TCC membership is defined within the adopted MOU.

**Transportation Advisory Committee (TAC)**

The TAC consists of local elected officials and a North Carolina Board of Transportation member. The TAC establishes the goals, priorities and objectives of the RPO, reviews and recommends changes to comprehensive transportation plans within its boundaries, reviews and approves an annual plan of work, and reviews and prioritizes transportation improvement projects for submission to NCDOT. The TAC membership is defined within the adopted MOU. As of 2013, TAC members are subjected to the states ethics law. Please review ethic requirements on <http://www.ethicscommission.nc.gov/>

**Funding**

The RPO program is currently funded on a reimbursement basis using Federal State Planning and Research Funds (SPR), with a 20% local match required. Allocations vary based on population and number of counties in the RPO.

**Funding Agreement**

Each RPO is required to adopt an agreement that establishes rules for disbursement and accounting of RPO grant funds. The Agreement for Disbursement and Accounting of Rural Transportation Planning Funds is the continuing agreement between the LPA and NCDOT. NCDOT may provide reimbursement to the designated LPA only. The LPA may enact sub-agreement(s) pertaining to the local match. A Funding Award Letter is provided to the LPA at the end of each calendar year detailing the available RPO funding for the coming fiscal year. The fiscal year runs from July 1 – June 30.

State officials worked with local officials and the existing network of regional development organizations (known locally as regional councils of government) to create 19 RPOs that serve all counties outside of the existing 19 metropolitan planning organizations (MPOs). Rural Transportation Planning Organizations shall include representatives from contiguous areas in three to fifteen counties, or a total population of the entire area represented of at least 50,000 persons according to the latest population estimate of the Office of State Budget and Management. Noncontiguous counties adjacent to the same Metropolitan Planning Organization may form a Rural Transportation Planning Organization. Areas already included in a Metropolitan Planning Organization shall not be included in the area represented by a Rural Transportation Planning Organization.

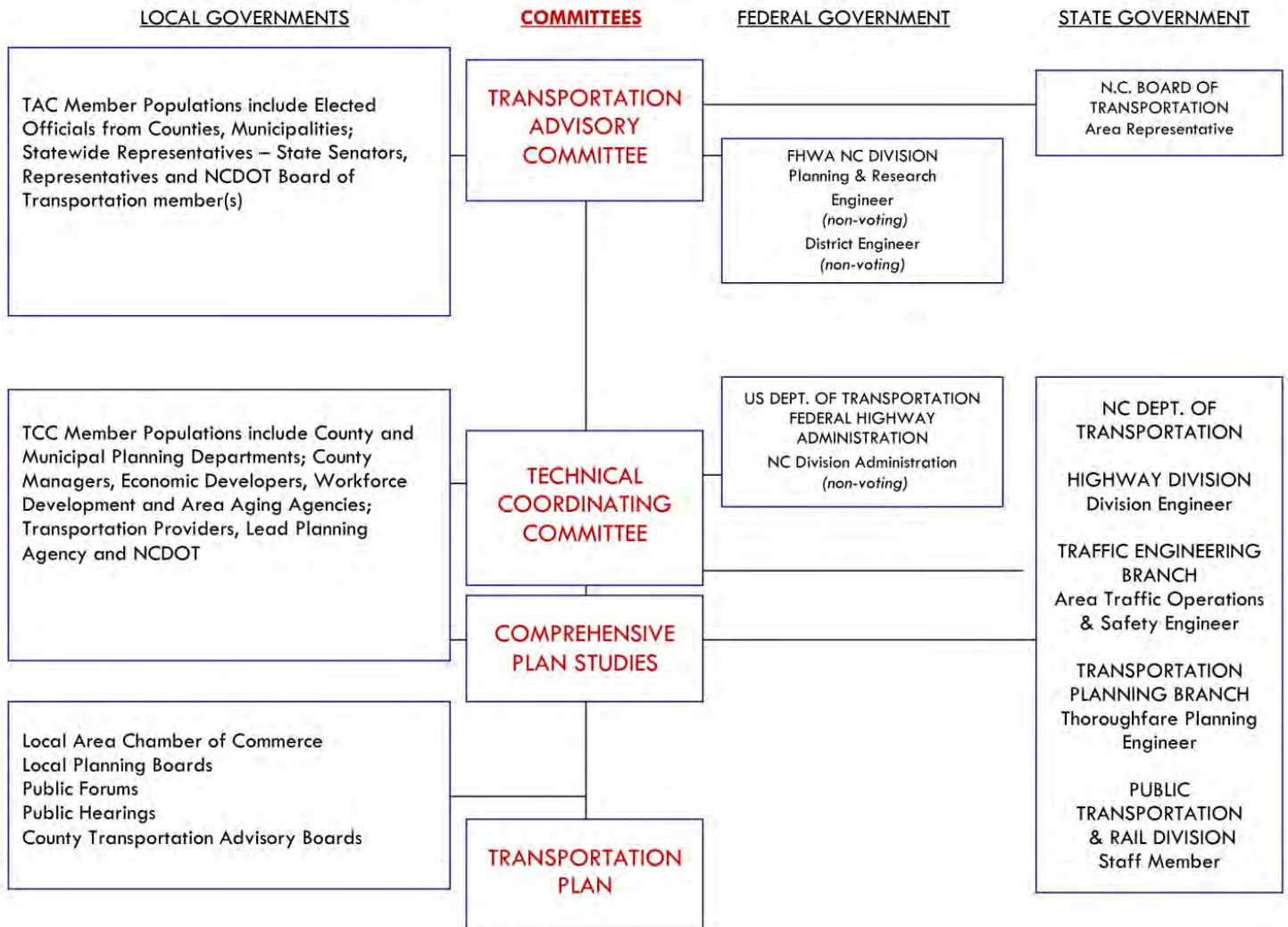
In forming the RPOs, not all of the municipalities in the region were required to join, but each county must be a member. Currently, our RPOs serve nearly 4,000,000 North Carolinians, or almost half the population of the state.

The process has provided local officials with an enhanced framework to participate in the statewide and regional planning processes. It has also provided a forum for state and local officials to discuss and address issues requiring regional solutions.

A more detailed flow chart of a typical RPO follows.

**ORGANIZATIONAL CHART**

REGIONAL TRANSPORTATION PLANNING ORGANIZATION (RPO)



### CHARACTERISTICS OF AN EFFECTIVE WORK TEAM

(MCGREGOR, 1960)

1. *The atmosphere is informal.*
2. *Everyone participates.*
3. *The objective of the group is well understood.*
4. *Every idea is given a hearing.*
5. *There is disagreement.*
6. *There is no "tyranny of the minority".*
7. *Sometimes there are basic disagreements which cannot be resolved (immediately).*
8. *People are free in expressing their feelings as well as their ideas.*
9. *When action is taken, clear assignments are made and accepted.*
10. *The chairman of the group does not dominate it; the leadership can shift.*
11. *The group is self-conscious about its own operations.*

## 2 / MEMBER ROLES AND RESPONSIBILITIES

In all RPO's meeting attendance is required for member organizations to remain "active".

For TAC members, State Ethics Requirements apply. Specifically, TAC members must complete a Statement of Economic Interest (SEI) annually. For assistance with the form and the policy, please speak to your RPO Director.

For additional guidance, please refer to your RPO's Bylaws included at the end of this Manual.

### YOUR RPO'S CORE RESPONSIBILITIES TO YOUR COMMUNITY

- Developing, in cooperation with the Department (NCDOT), long-range, local and regional multimodal transportation plans;
- Providing a forum for public participation in the transportation planning process;
- Developing and prioritizing suggestions for transportation projects the organization believes should be included in the State's Transportation Improvement Program (STIP); and,
- Providing transportation-related information to local governments and other interested organizations and persons.

## EVERYONE'S ROLE IN THE RPO

### UNIQUE PERSPECTIVE

You represent a unique local viewpoint from within the community; you know the area well—its people and its resources. You have a feeling for what types of policies and strategies may work and what types may not.

### PLAN DEVELOPMENT

You should provide perspective and insight on information gathered as well as feedback on potential transportation improvements as they are developed. In doing so, you will play a critical part in shaping the future transportation network for decades to come. At the same time, you are not being asked to be a planner or writer; rather, you are to be a sounding board for the residents of the area.

### NETWORKING

You know others in your area that have a keen interest in the way in which the area's future transportation needs should be managed. These others may include friends, neighbors, business associates, or others vitally interested in the future of the area. By inviting these individuals to participate in the planning process, you can help make sure that all important viewpoints are embodied in the planning process. Invite your RPO Director to pertinent organizational meetings, like Chambers, Rotary or other organizations for transportation updates or formal presentations.

### *PUBLIC MEETINGS FACILITATION AND SUPPORT*

You should feel free to engage others in the Organization and to welcome newcomers. If you attend public meetings related to planning efforts, you should reach out to and engage citizens and guests

### *PLAN PRESENTATION AND RECOMMENDATION*

Your opinion and perspective is what makes planning processes successful. You and your RPO are the voice for transportation planning in your region.

## Specific Technical Coordinating Committee / Transportation Advisory Committee Duties

<p style="text-align: center;"><b>TCC</b></p> <p>TCC Member Populations include County and Municipal Planning Departments; County Managers, Economic Developers, Workforce Development and Area Aging Agencies; Transportation Providers, Lead Planning Agency and NCDOT</p>	<p style="text-align: center;"><b>TAC</b></p> <p>TAC Member Populations include Elected Officials from Counties, Municipalities; Statewide Representatives – State Senators, Representatives and NCDOT Board of Transportation member(s)</p>
<p>Reviews policies and procedures and recommends action to TAC</p>	<p><i>Votes on changes or adoption of policies and procedures</i></p>
<p>Reviews and recommends projects and local prioritization for statewide transportation funding. Votes to send recommendations to TAC.</p>	<p><i>Votes on regional STIP projects and prioritization process</i></p>
<p>Reviews and votes on adoption of comprehensive transportation plans (CTPs)</p>	<p><i>Votes on the adoption of CTPs</i></p>
<p>Votes to approve or disapprove administrative materials like minutes, planning work programs and public involvement plans.</p>	<p><i>Votes to approve or disapprove administrative materials like minutes, planning work programs and public involvement plans.</i></p>

## 3 / RPO PLANNING PROCESSES

Your RPO Director will involve you in the following activities and planning processes. Your input is critical to the success of your Planning Organization. If you need clarification about any of these items, please contact your RPO Director. A complete list of project areas is included in the Appendix of the *RPO Prospectus*. A brief summary of these activities and processes are:

### **Planning Work Program (PWP)**

The PWP is a standard document that consists of a funding table. The PWP is prepared on an annual basis to identify the planning priorities for the coming year and to define the planning work products and activities to be carried out by the RPO staff. Estimated expenditures for each major category of work are provided in the funding table.

### **Planning Work Program Amendment**

Planning Work Program Amendments may be required from time to time to detail major shifts in work activities that will impact funding allocations.

### **Five Year Planning Calendar**

The Five-Year Planning Calendar is a standard document that connects the short-term goals of the annual planning work program to the long term goals and priorities of the RPO. This should be reviewed and revised each year.

### **Comprehensive Transportation Planning (CTP) List of Study Needs**

A Comprehensive Transportation Plan (CTP) is a collaborative effort of NCDOT planning staff, RPO staff and local jurisdiction(s). Local jurisdictions may request a CTP or an update to an existing CTP through the RPO. Each calendar year the RPO reviews and prioritizes small urban and county transportation planning study needs for their area. The CTP List of Study Needs will provide sufficient detail regarding jurisdiction, status of the local development plan, and previous transportation plans and be submitted to NCDOT annually.

### **Preparing a CTP Study Priority List**

NCDOT will provide an updated [CTP List of Study Needs Spreadsheet](#) to your RPO Director by August 1st. Your RPO staff must review its local and regional transportation planning needs and present a prioritized CTP List of Study Needs Spreadsheet. To be eligible for inclusion on the list, each jurisdiction must have a land development plan approved within the last five (5) years or be willing to undertake a land development planning process in conjunction with the CTP.



The listing of a jurisdiction on the priority list does not guarantee that the study will be assigned or initiated and CTP studies may not be assigned in priority order because of funding, staff resources or other constraints. CTP studies may also be initiated by NCDOT in response to project delivery needs.

## **TIP Project Prioritization**

### **Local Project Prioritization**

Each RPO is responsible for the development of a prioritized list by mode of its region's transportation projects (including highway, public transportation, bicycle and pedestrian, and rail projects) and the entry of those projects into the state's prioritization process.

### **Preparing a TIP Priority Needs List**

The State Transportation Improvement Program (STIP) is prepared by NCDOT on a biennial basis according to a schedule adopted by the Board of Transportation. The identification and prioritization of the RPO TIP project proposals should include significant input from local officials and the public.

The RPO develops a list of its region's transportation project requests (including all modes of transportation) and enters these projects into NCDOT's prioritization process. As part of the process, the RPO will rank or score individual projects to show their relative priority within the region.

Specific guidance related to the use of the online database for submitting transportation-related project priorities is provided by NCDOT separately. For more information regarding the process please refer to: <http://www.ncdot.gov/performance/reform/>.

### **TIP Review and Comment**

After a draft STIP is released by NCDOT for public comment, the RPO reviews all information for projects within its region and makes comments as necessary regarding the accuracy of the information and any local issues or concerns. This process takes place every two years.

### **Merger Process**

RPOs may participate in the Merger process as concurring members. Concurring members have signature authority for Merger projects in their areas and will attend Merger project meetings and adhere to the Project Team Member roles and responsibilities. Merger meetings are scheduled to discuss the progression of the project, the issues, and the steps going forward.

For more information regarding the process please refer to:  
<http://www.ncdot.gov/doh/preconstruct/pe/MERGER01>

## Revising Existing Bylaws

RPOs are required to have Bylaws that define how meetings will be conducted within the RPO as well as outlining the procedure for various RPO processes. A change to the bylaws typically necessary when some aspects of the bylaws need to be clarified that was not explicitly stated in the bylaws, conflicting laws, a change in the LPA, or an MOU change. In order for the bylaws to have legal standing, the bylaws must be adopted by the TAC and should be signed by the RPO Secretary and the TAC Chairman.

## Planning Work Program (PWP)

Your RPO Director must submit an adopted PWP and Five-Year Planning Calendar to NCDOT by May 31st to be eligible to receive reimbursement from NCDOT for RPO work activities in the fiscal year beginning on July 1 of the same calendar year.

### PWP Timeline

<i>November</i>	Your RPO Director will consult with NCDOT staff, RPO member governments and agencies to identify work tasks, review financial assumptions for the coming fiscal year and develop PWP, Five-Year Planning Calendar and Administrative Reporting Schedule.
<i>January</i>	Funding Award Letter is sent to RPO detailing available funds and required local match. RPO's prepare draft PWP for designated NCDOT staff review within 30 days of receipt of the funding letter. Release Draft PWP for public review if required by an adopted Public Involvement Plan.
<i>February</i>	NCDOT staff comments on PWP, Five-Year Calendar, and Administrative Reporting Schedule returned to RPO within 45 days of submittal to NCDOT. RPO prepare revisions to PWP and schedule if required.
<i>April</i>	Conduct TCC/TAC review and adoption process. Prepare revisions to PWP if required. An original signature of the TAC Chair must appear on the adopted PWP.
<i>May</i>	Transmit one (1) digital copy of the adopted and signed PWP (PDF format), one (1) digital copy of the PWP (Excel format), and one (1) digital copy of the Administrative Reporting Schedule to designated NCDOT staff by May 31.
<i>June</i>	PWP Approval Letter issued by NCDOT.

**PWP Guidance**

The Miscellaneous Expenses item is restricted to no more than 10% of the total RPO budget. The use of private consultants by an RPO is permitted for the amount of up to \$5,000 with prior approval (No RFP is required),

Funds which have not been expended at the end of the fiscal year do not carry forward. If no comments are received by the dates listed above, proceed with review and adoption process according to above timeline.

**Revising an Adopted PWP**

Revisions to an adopted Planning Work Program are required if there is a significant change in budget, work tasks or expenditure allocation and could be processed throughout the fiscal year (as long as there will be adequate time for the public involvement and approval process through TCC, TAC and NCDOT before the end of fiscal year). All revisions to the adopted PWP must be completed by May 31<sup>st</sup> of the same fiscal year. No amendments will be processed past this date.

***PWP Amendment Guidance***

Review adopted PWP to determine if changes to work tasks are considered Major or Minor revisions:

***Minor PWP Revisions***

A variance of 100% or \$2,500 (whichever is less) for a category is considered a minor revision and is allowed without amendment if approved in advance by the TPB RPO Coordinator. RPO Director will prepare revised funding table noting adopted and revised funding amounts.

***Major PWP Revisions***

A variance of more than 100% or \$2,500 (whichever is lower) for a category is considered a major revision and requires amendment and must be reviewed and approved by both the TCC and TAC.

## 4 / APPENDIX

## NCDOT Transportation Planning Division - Acronyms

Acronym	Long Name/Definition	Acronym	Long Name/Definition
<b>3-C</b>	Continuing Comprehensive and Cooperative Planning Process	<b>CIP</b>	Capital Improvement Program
<b>AADT</b>	Annual Average Daily Traffic	<b>CMAQ</b>	Congestion Mitigation and Air Quality
<b>AASHTO</b>	American Association of State Highway Transportation Officials	<b>CMP</b>	Construction Management Plan
<b>ACHP</b>	US Advisory Council on Historic Preservation	<b>CMS</b>	Congestion Management Systems
<b>ADA</b>	Americans with Disabilities Act of 1990	<b>CO</b>	Carbon monoxide
<b>ADR</b>	Administrative Dispute Resolution Act (1998)	<b>COE</b>	Army Corps of Engineers
<b>ADT</b>	Average Daily Traffic	<b>COG</b>	Council of Government
<b>AEC</b>	Area of Environmental Concern	<b>CPM</b>	Critical Path Method
<b>APE</b>	Area of Potential Effect	<b>CSS</b>	Context Sensitive Solutions
<b>AQ</b>	Air Quality	<b>CTP</b>	Comprehensive Transportation Plan
<b>AQI</b>	Air Quality Index	<b>CTPP</b>	Census Transportation Planning Package
<b>AQNMP</b>	Air Quality and Noise Management Plan	<b>CUR</b>	Community Understanding Report
<b>AST</b>	Aboveground Storage Tank	<b>CWA</b>	Clean Water Act (1972)
<b>AWDT</b>	Average Weekday Traffic	<b>CZMA</b>	Federal Coastal Zone Management Act of 1972
<b>BA</b>	Biological Assessment - USFWS	<b>DA Funds</b>	Directly Attributable Funds
<b>BIA</b>	Bureau of Indian Affairs	<b>DAQ</b>	Division of Air Quality, NC Department of Environment and Natural Resources
<b>BMP</b>	Best Management Practices	<b>DBPT</b>	NCDOT Division of Bicycle and Pedestrian Transportation
<b>BMS</b>	Bridge Management System	<b>DCA</b>	Division of Community Assistance
<b>BO</b>	Biological Opinion - USFWS	<b>DCR</b>	Department of Cultural Resources
<b>BOT</b>	Board of Transportation	<b>DDC</b>	Division Design and Construct
<b>BSIP</b>	Business Systems Improvement Project	<b>DEIS</b>	Draft Environmental Impact Statement
<b>BUILD Grant</b>	Better Utilizing Investments to Leverage Development (Transportation Discretionary Grants program) [started 2018, replaced TIGER grants]	<b>DEM</b>	Division of Emergency Management
		<b>DEM</b>	Digital Elevation Modeling
		<b>DENR</b>	Department of Environment and Natural Resources
		<b>DMF</b>	Division of Marine Fisheries
<b>BUILD NC Bond</b>	Project Delivery Bond (started 2019)	<b>DOC</b>	Department of Commerce
<b>CAA</b>	Clean Air Act (1963)	<b>DOI</b>	Department of the Interior
<b>CAAA</b>	Clean Air Act Amendments of 1990	<b>DOT</b>	Department of Transportation
<b>CAC</b>	Citizens Advisory Committee	<b>DPE</b>	Division Planning Engineer
<b>CAD</b>	Computer Aided Design	<b>DSS</b>	Decision Support System
<b>CAMA</b>	Coastal Area Management Act (1974)	<b>DTM</b>	Digital Terrain Modeling
<b>CATS</b>	Cross Application Time Sheet	<b>DWQ</b>	Division of Water Quality - NCDENR
<b>CBD</b>	Central Business District	<b>EA</b>	Environmental Assessment
<b>CDE</b>	Corridor Development Engineer (NCDOT)	<b>EAU</b>	NCDOT Environmental Analysis Unit
<b>CE</b>	Categorical Exclusion	<b>EDR</b>	Environmental Data Resources
<b>CEQ</b>	Council on Environmental Quality (Executive Office of the President)	<b>EEP</b>	Eco-system Enhancement Program
<b>CERCLA</b>	Comprehensive Environmental Response, Compensation and Liability Act (1980 - "Superfund" Law)	<b>EFH</b>	Essential Fish Habitat
<b>CFR</b>	Code of Federal Regulations	<b>EIS</b>	Environmental Impact Statement
<b>CIA</b>	Community Impact Assessment	<b>EJ</b>	Environmental Justice

## NCDOT Transportation Planning Division - Acronyms

Acronym	Long Name/Definition	Acronym	Long Name/Definition
<b>EO</b>	Executive Order	<b>ILT</b>	Interagency Leadership Team
<b>EPA</b>	Environmental Protection Agency	<b>IMR</b>	Interchange Modification Reports
<b>ETDM</b>	Efficient Transportation Decision-Making	<b>IP</b>	Individual Permit
<b>FAA</b>	Federal Aviation Administration	<b>IPD</b>	Integrated Project Delivery
<b>FAPG</b>	Federal-Aid Policy Guide	<b>IRT</b>	Interagency Review Team
<b>FAST Act</b>	Fixing America's Surface Transportation Act (2015)	<b>ISTEA</b>	Intermodal Surface Transportation Efficiency Act (1991)
<b>FC</b>	Functional Classification	<b>ITRE</b>	Institute for Transportation Research and Education
<b>FEIS</b>	Final Environmental Impact Statement	<b>ITS</b>	Intelligent Transportation System
<b>FEMA</b>	Federal Emergency Management Agency	<b>LDD</b>	Local Development District
<b>FEMP</b>	Federal Energy Management Program	<b>LEDPA</b>	Least Environmentally Damaging Practical Alternative
<b>FERC</b>	Federal Energy Regulatory Commission	<b>LOS</b>	Level of Service
<b>FHWA</b>	U.S. Department of Transportation, Federal Highway Administration	<b>LPA</b>	Lead Planning Agency
<b>FNSI</b>	Finding of No Significant Impact	<b>LPO</b>	Local Planning Organization
<b>FOIA</b>	Freedom of Information Act (1966)	<b>LRS</b>	Linear Referencing System
<b>FONSI</b>	Finding of No Significant Impact (alternate to FNSI)	<b>L RTP</b>	Long-range transportation plan
<b>FRA</b>	U.S. Department of Transportation, Federal Railroad Administration	<b>LSC</b>	Limited Service Contract
<b>FTA</b>	Federal Transit Administration	<b>LUST</b>	Leaking Underground Storage Tank
<b>FWS</b>	U.S. Fish and Wildlife Service	<b>MAB</b>	Metropolitan Area Boundary
<b>FY</b>	Fiscal Year (State: July 1 - June 30; Federal: Oct 1 - Sept 30)	<b>MAP-21</b>	Moving Ahead for Progress in the 21st Century Act (2012)
<b>GIS</b>	Geographic Information System	<b>MOA</b>	Memorandum of Agreement
<b>GP</b>	General Permit	<b>MOU</b>	Memorandum of Understanding
<b>GPS</b>	Global Positioning System	<b>MP</b>	CAMA Major Development Permit
<b>HCS</b>	Highway Capacity Software	<b>MPO</b>	Metropolitan Planning Organization
<b>HEP</b>	Habitat Evaluation Procedure	<b>MTP</b>	Metropolitan Transportation Plan
<b>HOT Lane</b>	High-Occupancy Toll Lane (a.k.a Express Lane)	<b>NAAQS</b>	National Ambient Air Quality Standards
<b>HOV</b>	High Occupancy Vehicle	<b>NAGPRA</b>	Native American Graves Protection and Repatriation Act (1990)
<b>HPO</b>	(State) Historic Preservation Office	<b>NCBOT</b>	North Carolina Board of Transportation
<b>HQR</b>	High Quality Resources	<b>NCCGIA</b>	North Carolina Center for Geographic Information and Analysis
<b>HSIP</b>	Highway Safety Improvement Program	<b>NCD CR</b>	North Carolina Department of Cultural Resources
<b>HSR</b>	High Speed Rail	<b>NCDENR</b>	North Carolina Department of Environmental and Natural Resources
<b>HTF</b>	Highway Trust Fund	<b>NCD OC</b>	North Carolina Department of Commerce
<b>IAG</b>	Interagency Agreement	<b>NCD OH</b>	North Carolina Division of Highways
<b>ICA</b>	Immediate Corrective Action	<b>NCDOT</b>	North Carolina Department of Transportation
<b>ICE</b>	Indirect and Cumulative Effects	<b>NCDWQ</b>	North Carolina Division of Water Quality
<b>ICI</b>	Indirect and Cumulative Impact Assessment	<b>NCGICC</b>	North Carolina Geographic Information Coordination Council
<b>IJR</b>	Interchange Justification Reports	<b>NCMIN</b>	North Carolina Multimodal Investment Network

NCDOT Transportation Planning Division - Acronyms			
Acronym	Long Name/Definition	Acronym	Long Name/Definition
<b>NCTA</b>	North Carolina Turnpike Authority	<b>PHO</b>	Public Hearing Officers
<b>NCWRC</b>	North Carolina Wildlife Resources Commission	<b>PI</b>	Public Involvement
<b>NEPA</b>	National Environmental Policy Act (1970)	<b>PICS</b>	Public Involvement and Community Studies
<b>NHL</b>	National Historic Landmark	<b>PIO</b>	Public Information Office
<b>NHPA</b>	National Historic Preservation Act (1966)	<b>PIP</b>	Public Involvement Plan
<b>NHS</b>	National Highway System (last updated 2012)	<b>PMii</b>	Project Management Improvement Initiative
<b>NMFS</b>	U.S. Department of Commerce, National Marine Fisheries Service	<b>POP</b>	Proof of Publication
<b>NO2</b>	Nitrogen dioxide	<b>PTD</b>	Public Transportation Division (NCDOT)
<b>NOAA</b>	National Oceanic and Atmospheric Administration	<b>PWP</b>	Planning Work Program
<b>NOI</b>	Notice of Intent	<b>QPR</b>	Quarterly Progress Report
<b>NOV</b>	Notice of Violation	<b>RCRA</b>	Resource Conservation and Recovery Act (1976)
<b>NOX</b>	Nitrogen oxides	<b>RFP</b>	Request for Proposals
<b>NPDES</b>	National Pollutant Discharge Elimination System	<b>RFQ</b>	Request for Qualifications
<b>NPDWR</b>	National Primary Drinking Water Regulations	<b>ROD</b>	Record of Decision
<b>NPS</b>	U.S. Department of the Interior, National Park Service	<b>ROW</b>	Right-of-Way
<b>NRCS</b>	National Register of Historic Places	<b>RPO</b>	Rural Planning Organization
<b>NRHP</b>	Natural Resource Conservation Service	<b>RTAC</b>	Rural Transportation Advisory Committee
<b>NRTR</b>	Natural Resources Technical Report	<b>RTCC</b>	Rural Technical Coordinating Committee (advisory staff for RPO)
<b>NWP</b>	Nationwide Permit	<b>RTK</b>	Right-To-Know
<b>OA</b>	Office Administration	<b>SAFETEA-LU</b>	Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (2005)
<b>OHE</b>	Office of Human Environment		
<b>ONE</b>	Office of Natural Environment		
<b>OSA</b>	Office of State Archaeology	<b>SASHTO</b>	State Association of State and Highway Transportation Officials
<b>P5.0/6.0 etc.</b>	Prioritization 5.0/6.0 (increases by 1 every two years)	<b>SAV</b>	Submerged aquatic vegetation
<b>PA</b>	Programmatic Agreement	<b>SBA</b>	U.S. Small Business Administration
<b>PAB</b>	Planning Area Boundary	<b>SDEIS</b>	Supplemental Draft Environmental Impact Statement
<b>PAC</b>	Public Advisory Committee	<b>SDWA</b>	Safe Drinking Water Act (1974)
<b>PCE</b>	Programmatic Categorical Exclusion	<b>Section 106</b>	Section 106 of the National Historic Preservation Act (1966)
<b>PCN</b>	Pre-Construction Notification	<b>Section 4(f)</b>	Section 4(f) of the Department of Transportation Act (1966)
<b>PDE</b>	Project Development Engineer		
<b>PE</b>	Project Engineer	<b>Section 7</b>	of the Endangered Species Act (1973)
<b>PEF</b>	Private Engineering Firm	<b>SEHSR</b>	Southeast High Speed Rail
<b>PERT</b>	Program Evaluation and Review Technique	<b>SEPA</b>	State Environmental Policy Act (North Carolina Environmental Policy Act of 1971)
<b>Phase II</b>	2nd Phase of: -- Stormwater Regulation/Permit Process. -- Archaeological survey, when NR eligibility is determined. -- Environmental site assessment.	<b>SHPO</b>	State Historic Preservation Officer
		<b>SIP</b>	State Implementation Plan
		<b>SO2</b>	Sulfur dioxide
		<b>SOV</b>	Single Occupant Vehicle

## NCDOT Transportation Planning Division - Acronyms

Acronym	Long Name/Definition	Acronym	Long Name/Definition
<b>SPOT</b>	NCDOT Strategic Prioritization Office	<b>TMP</b>	Traffic Management Plan
<b>SPR</b>	State Planning and Research Funds	<b>TO</b>	Task Orders
<b>STC</b>	Strategic Transportation Corridors	<b>TPD</b>	Transportation Planning Division
<b>STI</b>	Strategic Transportation Investments Law (2013)	<b>TRB</b>	Transportation Research Board
<b>STIP</b>	State Transportation Improvement Program	<b>TSM</b>	Transportation System Management
<b>STP</b>	Surface Transportation Program	<b>TVA</b>	Tennessee Valley Authority
<b>STRAHNET</b>	Strategic Highway Network (integral for national defense)	<b>UAB</b>	Urban Area Boundaries
<b>SUE</b>	Subsurface Utility Engineer	<b>UH</b>	Unit Head
<b>T&amp;E</b>	Threatened and Endangered Species	<b>UPWP</b>	Unified Planning Work Program
<b>TAC</b>	Technical Advisory Committee	<b>USACE</b>	U.S. Army Corps of Engineers
<b>TAZ</b>	Transportation Analysis Zone	<b>USC</b>	United States Code
<b>TCC</b>	Technical Coordinating Committee	<b>USCG</b>	U.S. Coast Guard
<b>TCM</b>	Traffic Calming Measure	<b>USDOT</b>	U.S. Department of Transportation
<b>TCM</b>	Traffic Control Measure	<b>USFWS</b>	U.S. Fish and Wildlife Service
<b>TDM</b>	Travel Demand Model	<b>USGBC</b>	U.S. Green Building Council
<b>TEA-21</b>	Transportation Equity Act for the 21st Century (1998)	<b>USGS</b>	U.S. Geological Survey
<b>TEAAS</b>	Traffic Engineering Accident Analysis System software	<b>UST</b>	Underground Storage tank
<b>TECO</b>	Technically Complete	<b>VHT</b>	Vehicle Hours of Travel
<b>THPO</b>	Tribal Historic Preservation Officer	<b>VMT</b>	Vehicle Miles of Travel
<b>TIP</b>	Transportation Improvement Program	<b>WBS</b>	Work Breakdown Structure
<b>TMA</b>	Transportation Management Association	<b>WRC</b>	Wildlife Resources Commission



**AMENDED  
MEMORANDUM OF UNDERSTANDING  
FOR  
COOPERATIVE, COMPREHENSIVE AND CONTINUING  
TRANSPORTATION PLANNING  
AND THE ESTABLISHMENT  
OF A RURAL PLANNING ORGANIZATION  
FOR**

The County of Edgecombe and the participating municipalities therein; the County of Johnston and the participating municipality therein; the County of Nash and the participating municipalities therein; the County of Wilson and the participating municipality therein; and the North Carolina Department of Transportation (NCDOT) (hereinafter collectively, "the Parties").

**WITNESSETH**

**Whereas**, on October 7, 2002, the Parties entered into a Memorandum of Understanding which created the Upper Coastal Plain Rural Planning Organization (hereinafter, "RPO"); and,

**Whereas**, the RPO provides rural areas the opportunity to work in partnership with the NCDOT toward development of sound, short and long-range transportation planning for rural areas; and,

**Whereas**, the Parties have agreed to amend the original Memorandum of Understanding.

**Now, therefore**, the following Amended Memorandum of Understanding is made on this the 31 day of January, 2008

**Section 1.** It is hereby agreed, that the County of Edgecombe and the participating municipalities therein; the County of Johnston and the participating municipality therein; the County of Nash and the participating municipalities therein; the County of Wilson and the participating municipality therein; and the NCDOT intend to establish and participate in a RPO created for the general purposes and responsibilities outlined in the following:

1. Develop long-range local and regional multi-modal transportation plans in cooperation with the area Metropolitan Planning Organizations (MPOs) and the NCDOT.
2. Provide a forum for public participation in the rural transportation planning process.
3. Develop and prioritize suggestions for transportation projects that the RPO believes should be included in the State Transportation Improvement Program (STIP).
4. Provide transportation-related information to local governments and other interested organizations and persons.

**Section 2.** It is hereby further agreed that transportation plans and programs and land use policies and programs for the RPO will be coordinated by Nash County, an agency selected on behalf of participating local governments and the NCDOT, to be the administrative entity and to serve as the lead local planning agency for coordinating transportation planning in the four county planning area. The RPO hereby authorizes **Nash County** to be the recipient of any funds appropriated to the RPO by NCDOT pursuant to North Carolina General Statute 136-213(c).

**Section 3.** Establishment of Transportation Advisory Committee (TAC). A TAC is hereby established with the responsibility for serving as a forum for cooperative transportation planning decision making for the RPO. The TAC shall have the responsibility for keeping the local elected governing boards informed of the status and requirements of the transportation planning process; to assist in the dissemination and clarification of the decisions, inclinations, and policies of the local elected governing boards and the NCDOT; and to help ensure meaningful public participation in the rural transportation planning process.

1. The TAC will be responsible for carrying out the following:

- A. Establishment of goals, priorities, and objectives for the rural transportation planning process.
- B. Endorsement and review of changes to adopted transportation plans within the RPO.
- C. Endorsement, review, and approval of a Planning Work Program (PWP) for transportation planning which defines work tasks and responsibilities for the various agencies participating in the RPO.
- D. Endorsement, review, and approval of transportation improvement projects that support and enhance both regional and local transportation in the four county RPO.

2. The membership of the TAC shall consist of the following:

- A. Edgecombe County
  - One Commissioner representing the County of Edgecombe; and
  - One elected official from the RPO member municipality with the largest population in Edgecombe County that is not a member of an MPO; and
  - Two at large elected officials from two different RPO member municipalities therein.
- B. Johnston County
  - One Commissioner representing the County of Johnston; and
  - One elected official from the RPO member municipality with the largest population in Johnston County that is not a member of an MPO; and
  - Two at large elected officials from two different RPO member municipalities therein.

- C. Nash County
- One Commissioner representing the County of Nash; and
  - One elected official from the RPO member municipality with the largest population in Nash County that is not a member of an MPO; and
  - Two at large elected officials from two different RPO member municipalities therein.
- D. Wilson County
- One Commissioner representing the County of Wilson; and
  - One elected official from the RPO member municipality with the largest population in Wilson County that is not a member of an MPO; and
  - Two at large elected officials from two different RPO member municipalities therein.
- E. One member from the North Carolina Board of Transportation representing Division 4.
3. The Commissioner representing each county on the TAC shall be elected every year by the Board of County Commissioners of each County in regular session. In addition, prior to December 31 of each year the county commissioners from each county shall determine the two at large municipalities. The municipal member representing each of the three municipalities on the TAC shall be elected each year by the governing body of the municipality in regular session. All terms of appointment to the TAC shall be for one year. Reappointment is possible. One alternate may be designated for each member providing they meet the same criteria as the original appointee.
4. An RPO TAC membership roster will be compiled and updated at least annually, listing each attendee and alternate, if applicable, for each member county or municipality. The membership of a county or municipality member who fails to send the appointee or alternate to two consecutive RPO meetings will be designated as a vacant seat and will not count towards quorum. Attendance at future meetings will reinstate the member.
5. A quorum is required for the transaction of all business, including conducting meetings or hearings, participating in deliberations, or voting upon or otherwise transacting the public business. A quorum consists of 51% of the members of the TAC, plus as many additional members as may be required to ensure that 51% of possible votes are present. The TAC will meet as often as it is deemed necessary, appropriate and advisable. On the basis of majority vote of its membership, the TAC may elect a member of the committee to act as chairperson with the responsibility for coordination of the committee's activities.
6. Nash County will provide staff to the TAC.

**Section 4.** Establishment of Technical Coordinating Committee (TCC). A TCC shall be established with the responsibility of general review, guidance, and coordination of the

transportation planning process for the RPO and the responsibility for making recommendations to the respective local, state, and federal governmental agencies and the TAC regarding any necessary actions relating to the continuing transportation process.

1. The TCC shall be responsible for development, review, and recommendation for approval of the PWP for the RPO, the STIP requests, and revisions to the STIP.
2. Membership of the TCC shall include technical representatives from all local and state governmental agencies directly related to and concerned with the transportation planning process for the RPO planning area. Initially, the membership shall include, but may not be limited to, the following:
  - A. The Manager, Assistant Manager, Planner, Clerk, or Engineer from each of the four counties of the RPO planning area, or his/her designated staff representative.
  - B. The Chief Administrative Official, City Planner, City Engineer, or City Clerk from each member municipality in the RPO planning area, or his/her designated staff representative.
  - C. Division Engineer serving Highway Division 4, NCDOT, or his/her designated staff representative.
  - D. Manager, Transportation Planning Branch, NCDOT, or his/her designated staff representative.
3. Membership of the TCC may be altered on the basis of a majority vote of its membership and approval of the TAC of the RPO. One alternate may be designated for each member providing they meet the same criteria as the original appointee. Membership may be further defined in the duly adopted bylaws. An RPO TCC membership roster will be compiled and updated at least annually, listing each attendee and alternate, if applicable, for each member-county or municipality. The membership of a county or municipality member who fails to send the appointee or alternate to two consecutive RPO meetings will be designated as a vacant seat and will not count towards quorum. Attendance at future meetings will reinstate the member.
4. A quorum is required for the transaction of all business, including conducting meetings or hearings, participating in deliberations, or voting upon or otherwise transacting the public business. A quorum consists of 51% of the members of the TCC, plus as many additional members as required to ensure that 51% of possible votes are present. The TCC shall meet when it is deemed necessary, appropriate and advisable. The TCC will be staffed by Nash County. The TCC shall by majority vote of the membership elect one member to serve as a Chairman with the responsibility for coordinating the committee's activities. Membership of the TCC may be altered on the basis of a majority vote of its membership and approval of the TAC of the RPO.

**Section 5.** It is further agreed that all participating agencies will assist in the rural transportation planning process by providing planning assistance (where possible), data, and inventories in accordance with the approved PWP.

**Section 6.** Each county and its RPO member jurisdictions shall have the support of the RPO staff in developing local transportation projects and priorities. Each member agrees to coordinate its transportation plans with those of other RPO members. Additionally, by consensus, the RPO may identify projects of a regional nature for development and presentation to NCDOT for consideration.

**Section 7.** Parties to this Memorandum of Understanding may terminate their participation in the continuing transportation planning process by giving 90 days written notice to the other parties to the date of termination.

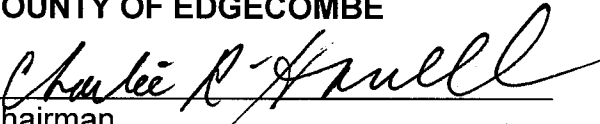
**Section 8.** Municipalities desiring to join the RPO following the signing of this Memorandum of Understanding must do so no later than 90 days after the date given below in Section 10, by submitting a fully-executed Municipal Statement of Adoption. Any municipality desiring to join the RPO after the initial 90-day period must notify the lead planning agency and the other members of the RPO in writing of its intent to join, and provide each with a copy of a fully-executed Municipal Statement of Adoption. New memberships will become effective on July 1<sup>st</sup> of each year.

**Section 9.** This Amended Memorandum of Understanding supersedes and replaces any prior memorandum(s) of understanding between the Parties regarding the RPO.

**Section 10.** In witness whereof, the Parties have been authorized by appropriate and proper resolutions, and/or legislative authority to sign this Amended Memorandum of Understanding, this the 31 day of January, 2008.

BY:


COUNTY OF EDGECOMBE

  
Chairman

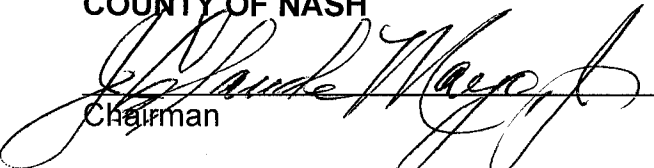
  
Clerk to the Board

COUNTY OF JOHNSTON

  
Cookie Pope, Chairman

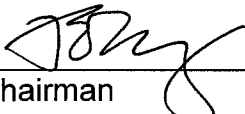
  
Paula G. Woodard, Clerk to the Board

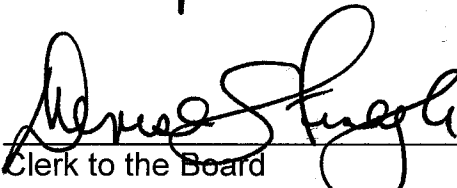
COUNTY OF NASH

  
Chairman

  
Clerk to the Board

COUNTY OF WILSON

  
Chairman

  
Clerk to the Board

NCDOT


  
Secretary

Approved as <sup>to</sup> execution

  
Assistant Attorney General

**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of SPRING HOPE, 12<sup>TH</sup> day of MAY, 2008.

  
Mayor, Town of SPRING HOPE

  
Clerk to the Board

**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of PINE LEVEL, 22ND day of APRIL, 2008.

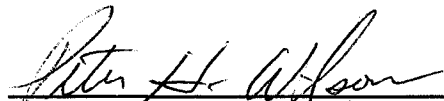
\_\_\_\_\_  
Mayor, Town of

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



**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of Wilson's Mills, 18 day of April, 2008.

  
\_\_\_\_\_  
Mayor, Town of Wilson's Mills

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

**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of

Castalia, 03 day of June, 2008.

Ellene Drake Leonard  
Mayor, Town of

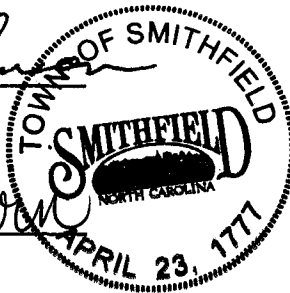
Angela M. Ellsworth  
Clerk to the Board

**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of Smithfield, 7<sup>th</sup> day of May, 2008.

Lawrence R. Johnson  
Mayor, Town of

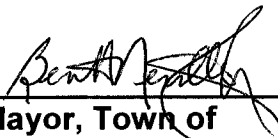
Debra Woodruff  
Clerk to the Board



**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of

WHITAKERS, 5<sup>th</sup> day of MAY, 2008.

  
\_\_\_\_\_  
Mayor, Town of

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

**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of

RED OAK, 5th day of MAY, 2008.

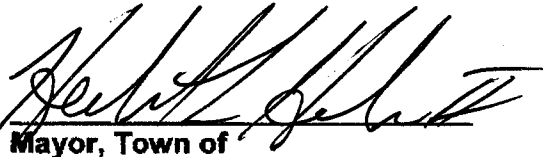
Alfred L. Maister  
Mayor, Town of

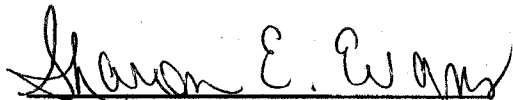
Carolyn G. Briggs  
Clerk to the Board

**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of

Kendy, 28<sup>th</sup> day of April, 2008.

  
Mayor, Town of

  
Clerk to the Board

**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of

Benson, 22<sup>nd</sup> day of April, 2008.

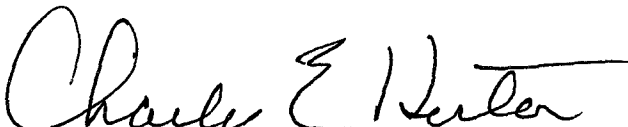
William W. Mansurff  
Mayor, Town of Benson

Connie M. Sorrell, cmc  
Clerk to the Board

**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of

Seima, 23 day of April, 2008.

  
Mayor, Town of

  
Clerk to the Board



**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of


Tarboro, 9<sup>th</sup> day of June, 2008.

Donald A. Morris  
Mayor, Town of

Pamela B. Pate  
Clerk to the Board

**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of Stantonburg, this 29<sup>th</sup> day of May, 2008.

  
Mayor, Town of Stantonburg

  
Clerk to the Board



**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of Saratoga, 4 day of June, 2008.

Charles Thomas Hatcher  
Mayor, Town of

Brenda N. Wilson  
Clerk to the Board

**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of

Elm City, 13<sup>th</sup> day of May, 2008.

Shady N. Smith  
Mayor, Town of

Vicki Mercer  
Clerk to the Board

**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of

Black Creek, NC day of May 13, 2008.

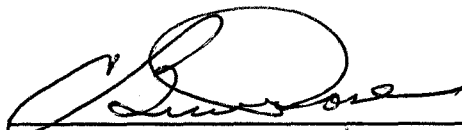
Howard R. Moore  
Mayor, Town of

Barbara Aycock  
Clerk to the Board

**MUNICIPAL STATEMENT OF ADOPTION  
OF THE  
AMENDED MEMORANDUM OF UNDERSTANDING REGARDING  
THE RURAL PLANNING ORGANIZATION  
FOR EDGECOMBE, JOHNSTON, NASH AND WILSON COUNTIES**

The Amended Memorandum of Understanding for cooperative comprehensive, and continuing transportation planning and the establishment of a Rural Planning Organization for the Counties of Edgecombe, Johnston, Nash and Wilson and the participating municipalities in each county is hereby adopted by the Town of

Wilson, 1st day of May, 2008.

  
\_\_\_\_\_  
Mayor, Town of Wilson

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



# **Upper Coastal Plain Area Rural Planning Organization (RPO) Rural Transportation Advisory Committee (RTAC) By-Laws**

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## **ARTICLE I-NAME**

The name of this committee shall be the Upper Coastal Plain Area Rural Transportation Planning Advisory Committee (RTAC), hereinafter referred to as the RTAC.

## **ARTICLE II-PURPOSE**

The purpose and goals of this committee shall be to:

- review and approve the Upper Coastal Plain Area RPO Prospectus.
- review and approve the Upper Coastal Plain Area RPO Planning Work Program (PWP), which defines work tasks and responsibilities for the various agencies participating in the Upper Coastal Plain Area RPO.
- establish goals, priorities, and objectives for the rural transportation planning process in the Upper Coastal Plain Area RPO area.
- coordinate work efforts with the Upper Coastal Plain Area RPO Rural Transportation Coordinating Committee (RTCC) in meeting the transportation and economic development needs of the Upper Coastal Plain Area Region.
- make recommendations to the respective local, state, and federal governmental agencies regarding any necessary actions relating to the continuing transportation planning process.
- review and recommend transportation improvement projects, which support and enhance inter-county and intra-county transportation serving the Upper Coastal Plain Area RPO area.
- develop and prioritize transportation projects, which the Upper Coastal Plain Area RPO recommends for inclusion in the State Transportation Improvement Program (TIP).
- develop and amend as necessary the Upper Coastal Plain Area RPO Long-Range Transportation Plan.
- review and recommend to the North Carolina Department of Transportation (NC-DOT) changes to Transportation Plans for the units of government of the Upper Coastal Plain Area RPO.
- provide a forum for public participation in the rural transportation planning process.

## **ARTICLE III-MEMBERS**

### **Section 1-Membership:**

As specified in the Upper Coastal Plain Area RPO Memorandum of Understanding (MOU) between the Upper Coastal Plain Area RPO and North Carolina Department of Transportation (NC-DOT), the RTAC shall consist of officials from local and state governmental agencies directly related to and concerned with the transportation planning process for the Upper Coastal Plain Area planning area, which includes Edgecombe, Johnston, Nash and Wilson Counties, as well as the incorporated municipalities within each County that are members of the Upper Coastal Plain Area RPO. The initial voting membership shall include the following members:

- One County Commissioner and one at-large member with transportation interest representing Edgecombe County. Two municipal elected officials representing the municipalities within

Edgecombe County. The Edgecombe County Board of Commissioners shall appoint the municipal representatives from among the municipalities within Edgecombe County that are members of the Upper Coastal Plain Area RPO.

- One County Commissioner and one at-large member with transportation interest representing Johnston County. Two municipal elected officials representing the municipalities within Johnston County. The Johnston County Board of Commissioners shall appoint the municipal representatives from among the municipalities within Johnston County that are members of the Upper Coastal Plain Area RPO.
- One County Commissioner and one at-large member with transportation interest representing Nash County. Two municipal elected officials representing the municipalities within Nash County. The Nash County Board of Commissioners shall appoint the municipal representatives from among the municipalities within Nash County that are members of the Upper Coastal Plain Area RPO.
- One County Commissioner and one at-large member with transportation interest representing Wilson County. Two municipal elected officials representing the municipalities within Wilson County. The Wilson County Board of Commissioners shall appoint the municipal representatives from among the municipalities within Wilson County that are members of the Upper Coastal Plain Area RPO.
- The North Carolina Board of Transportation member representing the North Carolina Department of Transportation Division 4.

#### **Section 2-Term of Membership:**

Term of office for all seats on the RTAC is two years. Re-appointment is possible. To facilitate staggered terms and thereby promote continuity, the initial appointments from Edgecombe County and Johnston County to the RTAC shall be for one (1) year. All subsequent appointments shall be for two (2) years.

### **ARTICLE IV-OFFICERS**

#### **Section 1-Officers Defined:**

The officers of the RTAC shall consist of a Chairman and a Vice-Chairman serving annual terms, but limited to two (2) consecutive terms. The Upper Coastal Plain COG Transportation Planner, as staff to the Upper Coastal Plain Area RPO, shall act as Secretary to the RTAC.

#### **Section 2-Duties of Officers:**

**2.1** The Chairman shall call meetings of the RTAC to order, and shall act as presiding officer of such meetings. The Chairman shall see that all orders and action items, including amendments, are carried into effect. The Chairman will:

- Sign all official documents of the RTAC.
- Preside at all meetings of the RTAC.
- Decide all points of order or procedure.
- Transmit all recommendations of the RTAC to NC-DOT.
- With assistance from the Upper Coastal Plain COG Transportation Planner, draft the meeting agendas and make said available to the RTAC members in a timely manner.

**2.2** The Vice-Chairman shall conduct the duties of the Chairman in the event of the Chairman's absence.



**2.3** The administrative coordination for the RTAC shall be performed by the Upper Coastal Plain COG Transportation Planner, as staff for the Upper Coastal Plain Area RPO. The Upper Coastal Plain Area RPO Transportation Planner shall:

- Keep minutes of the RTAC meetings in proper form for the approval of the RTAC at its next regular meeting.
- Mail notices of regular meetings of the RTAC, with a copy of the agenda, in accordance with Article V of these rules.
- Give notice of special meetings called in accordance with North Carolina Open Meeting Law.
- Maintain all files, records, and correspondence of the RTAC.

**2.4** Should neither the Chairman nor Vice-Chairman be able to preside at a meeting, the RTAC shall appoint a Chairman Pro-Temp for that meeting or until such time the Chairman or Vice-Chairman can resume their responsibilities.

## **ARTICLE V-MEETINGS**

### **Section 1-Regular Meetings:**

The RTAC shall meet when it is deemed necessary, appropriate, and advisable. The RTAC shall meet on an as needed (on-call) basis as determined by the Chairman of the RTAC and at a time to be determined by the Chairman of the RTAC. Meeting notice and agenda are to be mailed no later than seven (7) days prior to a determined RTAC meeting date.

### **Section 2-Special Meetings:**

Special meetings may be called by the Chairman, or at the request of three (3) eligible voting members of the RTAC petitioning the Chairman. Notice of special meetings shall be given in accordance with Open Meeting Laws of the North Carolina General Statutes.

### **Section 3-Workshops:**

The RTAC may choose to hold workshops from time to time. Notification of all workshops shall be mailed to RTAC members in the same manner as regular meetings of the RTAC.

### **Section 4-Attendance:**

RTAC member are expected to attend each regular meeting and each special meeting of the RTAC. If a RTAC member is unable to attend a meeting, notice should be given by the member to be absent, to the Upper Coastal Plain Area RPO Transportation Planner. RTAC members are allowed to designate an alternate to attend meetings in their absence, providing such alternate member meets the same membership requirements as the absent member. Should a member fail to attend, or make arrangements for an alternate to attend, five (5) or more meetings in any one (1) fiscal year period (July to June), the RTAC Chairman shall contact said member to discuss consideration of a replacement member for that unit of government or organization.

### **Section 5-Agenda:**

The agenda is a list of considerations for discussion at a meeting. Any member of the RTAC can place items on the agenda prior to its distribution, by notifying the RTAC Chairman and/or the Upper Coastal Plain Area RPO Transportation Planner. Additional items may be placed on the regular agenda at the beginning of the RTAC meeting on the date of the meeting, if approved by a majority vote of the present and eligible voting members.

### **Section 6-Voting Procedures:**

The Chairman may call for a vote on any issue, provided that it is seconded and within the purposes set forth in Article II and provided the issue is on the agenda as outlined in Section 5 of this article. Each voting member of the RTAC shall have one (1) vote. Assuming a quorum, a majority vote of the members (or their authorized alternates) present and eligible to vote shall be sufficient for approval of matters coming before the RTAC, except amendments to the By-Laws. Fifty percent (50%), or nine (9) of the voting members of the RTAC of the Upper Coastal Plain Area RPO shall constitute a quorum.

The Chairman is permitted to vote. In the event of a tie, where the Chairman has already voted, the Chairman cannot vote again to break the tie and the motion does not pass. Abstentions on issues requiring a vote is permitted, provided voting members desiring to abstain, obtain approval by the RTAC for said abstention by a majority vote of the RTAC members present. Unless an abstention has been approved, any member present and not voting shall be recorded as a positive vote on the motion. In the absence of any direction from these By-Laws or other duly adopted voting procedures pursuant to certain approval actions, Robert's Rules of Order (Newly Revised, 10 Edition) will designate procedures governing voting.

#### ARTICLE VI-AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall require the affirmative vote of a 2/3 majority of the RTAC's eligible voting members, provided that written notice of the proposed amendment has been mailed seven (7) days prior to the meeting at which the amendment is to be considered and provided that such amendment does not conflict with the letter or fundamental intent of the Memorandum of Understanding (MOU) for the Upper Coastal Plain Area RPO, which is the governing document for these By-Laws. In the event of any conflict, the MOU shall carry precedence over these By-Laws.

The Upper Coastal Plain Area RPO Rural Transportation Advisory Committee (RTAC) approved these By-Laws on the 13<sup>th</sup> day of February, 2003.

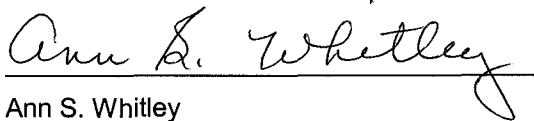


Vines Cobb

Chairman

Upper Coastal Plain Area RPO RTAC

**ATTEST:**



Ann S. Whitley

Secretary

Upper Coastal Plain Area RPO RTAC

# **Upper Coastal Plain Area Rural Planning Organization (RPO) Rural Transportation Coordinating Committee (RTCC) By-Laws**

---

## **ARTICLE I-NAME**

The name of this committee shall be the Upper Coastal Plain Area Rural Transportation Coordinating Committee (RTCC), hereinafter referred to as the RTCC.

## **ARTICLE II-PURPOSE**

The purpose and goals of this committee shall be to:

- review and recommend the Upper Coastal Plain Area RPO Prospectus to the Rural Transportation Advisory Committee (RTAC)
- review and recommend to the RTAC the Upper Coastal Plain Area RPO Planning Work Program (PWP), which defines work tasks and responsibilities for the various agencies participating in the Upper Coastal Plain Area RPO.
- assist the RTAC to establish goals, priorities, and objectives for the rural transportation planning process in the Upper Coastal Plain Area RPO.
- coordinate work efforts with the RTAC in meeting the transportation and economic development needs of the Upper Coastal Plain Area Region.
- prepare transportation studies, plans, and programming recommendations required under state and federal law, and as requested by the RTAC.
- provide transportation-related information to local governments and other interested organizations and persons to coordinate transportation related tasks that enhance transportation system development, coordination, and efficiency.
- review and recommend to the RTAC, transportation improvement projects, which support and enhance inter-county and intra-county transportation serving the Upper Coastal Plain Area RPO area.
- identify and prioritize transportation projects, for the RTAC to submit to the North Carolina Department of Transportation (NC-DOT) for inclusion in the State Transportation Improvement Program (TIP).
- make recommendations to the respective local, state, and federal governmental agencies and the RTAC regarding any necessary actions relating to the continuing transportation planning process.
- review and recommend to the RTAC changes to Transportation Plans for the units of government of the Upper Coastal Plain Area RPO.
- provide a forum for public participation in the rural transportation planning process.

## **ARTICLE III-MEMBERS**

### **Section 1-Membership:**

As specified in the Memorandum of Understanding (MOU) between the Upper Coastal Plain Area RPO and NC-DOT, the RTCC shall consist of officials from local and state governmental agencies directly related to and concerned with the transportation planning process for the Upper Coastal Plain Area RPO

planning area, which includes Edgecombe, Johnston, Nash, and Wilson Counties, as well as the incorporated municipalities within each County that are members of the Upper Coastal Plain Area RPO.

Membership of the RTCC may be altered on the basis of a majority vote of its membership and approval of the RTAC.

The initial voting membership shall include, but not be limited to, the following members:

- County Manager (or his/her designee) from each of the four counties of the Upper Coastal Plain Area RPO;
- The Chief Administrative Official (or his/her designee) from each municipality in the Upper Coastal Plain Area RPO;
- Executive Director and Transportation Planner, Upper Coastal Plain Council of Governments;
- Division Engineer(s) serving Division 4 of the North Carolina Department of Transportation (or his/her designee);
- Manager, Statewide Planning Branch, Planning and Environment, North Carolina Department of Transportation (or his/her designee); and
- Area Traffic Engineer, Division of Highways, Traffic Engineering Branch, North Carolina Department of Transportation.

#### **ARTICLE IV-OFFICERS**

##### **Section 1-Officers Defined:**

The officers of the RTCC will consist of a Chairman and a Vice-Chairman serving annual terms, but limited to two (2) consecutive terms. The Upper Coastal Plain COG Transportation Planner, as staff to the Upper Coastal Plain Area RPO, shall act as Secretary to the RTCC.

##### **Section 2-Duties of Officers:**

**2.1** The Chairman shall call meetings of the RTCC to order and shall act as presiding officer of such meetings. The Chairman shall see that all orders and action items, including amendments, are carried into effect. The Chairman shall:

- Sign all official documents of the RTCC.
- Preside at all meetings of the RTCC.
- Decide all points of order or procedure.
- Transmit all recommendations of the RTCC to the RTAC.
- With assistance from the Upper Coastal Plain COG Transportation Planner, draft the meeting agendas and make said available to the members in a timely manner.

**2.2** The Vice-Chairman shall conduct the duties of the Chairman in the event of the Chairman's absence.

**2.3** The administrative coordination for the RTCC shall be performed by the Upper Coastal Plain Area RPO Transportation Planner, as staff for the Upper Coastal Plain Area RPO. The Upper Coastal Plain Area RPO Transportation Planner shall:

- Keep minutes of the Upper Coastal Plain Area RPO RTCC meetings in proper form for the approval of the RTCC at its next regular meeting.
- Mail notices of regular meetings of the Upper Coastal Plain Area RPO RTCC, with a copy of the agenda, in accordance with Article V of these rules.
- Give notice of special meetings called in accordance with North Carolina Open Meeting Law.
- Maintain all files, records, and correspondence of the RTCC.

**2.4** Should neither the Chairman nor Vice-Chairman be able to preside at a meeting, the RTCC shall appoint a Chairman Pro-Temp for that meeting or until such time the Chairman or Vice-Chairman can resume their responsibilities.

## **ARTICLE V-MEETINGS**

### **Section 1-Regular Meetings:**

The RTCC shall meet when it is deemed necessary, appropriate, and advisable. The regular meeting of the RTCC shall be held on the second Thursday of February, April, June, August, October, and December in each fiscal year at the Upper Coastal Plain Council of Governments Offices in Rocky Mount. Meeting notice and agenda are to be mailed no later than seven (7) days prior to the regular RTCC meeting date. Regular meetings may be canceled by the Chairman should there be insufficient business for the RTCC to conduct.

### **Section 2-Special Meetings:**

Special meetings may be called by the Chairman, or at the request of three (3) eligible voting members of the RTCC petitioning the Chairman. Notice of special meetings shall be given in accordance with Open Meeting Laws of the North Carolina General Statutes.

### **Section 3-Workshops:**

The RTCC may choose to hold workshops from time to time. Notification of all workshops shall be mailed to RTCC members in the same manner as regular meetings of the RTCC.

### **Section 4-Attendance:**

RTCC members are expected to attend each regular meeting and each special meeting of the RTCC. If a RTCC member is unable to attend a meeting, notice should be given by the member to be absent, to the Upper Coastal Plain Area RPO Transportation Planner. RTCC members are allowed to designate an alternate to attend meetings in their absence, providing such alternate meets the general membership requirements as the absent member. Should a member fail to attend, or make arrangements for an alternate to attend, five (5) or more meetings in any one (1) fiscal year period (July to June), the RTCC Chairman shall contact said member to discuss consideration of a replacement member for that unit of government or organization.

### **Section 5-Agenda:**

The agenda is a list of considerations for discussion at a meeting. Any member of the RTCC can place items on the agenda prior to its distribution, by notifying the RTCC Chairman and/or the Upper Coastal Plain Area RPO Transportation Planner. Additional items may be placed on the regular agenda at the beginning of the RTCC meeting on the date of the meeting, if approved by a majority vote of the present and eligible voting members.

### **Section 6-Voting Procedures:**

The Chairman may call for a vote on any issue, provided that it is seconded and within the purposes set forth in Article II and provided the issue is on the agenda as outlined in Section 5 of this article. Each


voting member of the RTCC shall have one (1) vote. Assuming a quorum, a majority vote of the members (or their authorized alternates) present and eligible to vote shall be sufficient for approval of matters coming before the RTCC. Forty percent (40%) of the voting members of the RTCC of the Upper Coastal Plain Area RPO shall constitute a quorum.

The Chairman is permitted to vote. In the event of a tie, where the Chairman has already voted, the Chairman cannot vote again to break the tie and the vote does not pass. Abstentions on issues requiring a vote is permitted, provided voting members desiring to abstain obtain approval by the RTCC for said abstention by a majority vote of the RTCC voting members present. Unless an abstention has been approved, any member present and not voting shall be recorded as a positive vote on the motion. In the absence of any direction from these By-Laws or other duly adopted voting procedures pursuant to certain approval actions, Robert's Rules of Order (Newly Revised, 10 Edition) will designate procedures governing voting.

#### ARTICLE VI-AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall require the affirmative vote of a majority of the RTCC's eligible voting members, provided that written notice of the proposed amendment has been mailed seven (7) days prior to the meeting at which the amendment is to be considered, and provided that such amendment does not conflict with the letter or fundamental intent of the Memorandum of Understanding (MOU) for the Upper Coastal Plain Area RPO, which is the governing document for these By-Laws. In the event of any conflict, the MOU shall carry precedence over these By-Laws.

The Upper Coastal Plain Area RPO Rural Transportation Coordinating Committee (RTCC) approved these By-Laws on the 13th day of February, 2003.

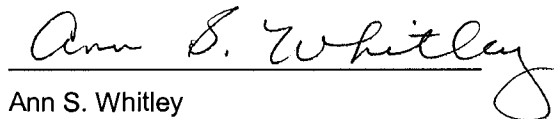


Charles W. Pittman, III

Chairman

Upper Coastal Plain Area RPO RTCC

ATTEST:



Ann S. Whitley

Secretary

Upper Coastal Plain Area RPO RTCC

**Amendments**  
**to the Upper Coastal Plain Rural Planning Organization (RPO)**  
**Rural Transportation Coordination Committee (RTCC) By-Laws**

1. Membership of the RTCC shall include the Directors of Public Transportation Systems (or his/her designee) within the four counties of the Upper Coastal Plain RPO.  
Approved by RTCC on April 10, 2003. (Approved By RTAC on May 13, 2003.)
2. Article V, Section 4, sentence 4 shall be changed to read, " Should a member fail to attend, or make arrangements for an alternate to attend, **75% or more of the** meetings in any one (1) fiscal year period (July to June), the RTCC Chairman shall contact said member to discuss consideration of a replacement member for that unit of government or organization."  
(Approved By RTCC on April 22, 2004.)

# **Upper Coastal Plain Area Rural Planning Organization (RPO) Rural Transportation Advisory Committee (RTAC) By-Laws**

---

## **ARTICLE I-NAME**

The name of this committee shall be the Upper Coastal Plain Area Rural Transportation Planning Advisory Committee (RTAC), hereinafter referred to as the RTAC.

## **ARTICLE II-PURPOSE**

The purpose and goals of this committee shall be to:

- review and approve the Upper Coastal Plain Area RPO Prospectus.
- review and approve the Upper Coastal Plain Area RPO Planning Work Program (PWP), which defines work tasks and responsibilities for the various agencies participating in the Upper Coastal Plain Area RPO.
- establish goals, priorities, and objectives for the rural transportation planning process in the Upper Coastal Plain Area RPO area.
- coordinate work efforts with the Upper Coastal Plain Area RPO Rural Transportation Coordinating Committee (RTCC) in meeting the transportation and economic development needs of the Upper Coastal Plain Area Region.
- make recommendations to the respective local, state, and federal governmental agencies regarding any necessary actions relating to the continuing transportation planning process.
- review and recommend transportation improvement projects, which support and enhance inter-county and intra-county transportation serving the Upper Coastal Plain Area RPO area.
- develop and prioritize transportation projects, which the Upper Coastal Plain Area RPO recommends for inclusion in the State Transportation Improvement Program (TIP).
- develop and amend as necessary the Upper Coastal Plain Area RPO Long-Range Transportation Plan.
- review and recommend to the North Carolina Department of Transportation (NC-DOT) changes to Transportation Plans for the units of government of the Upper Coastal Plain Area RPO.
- provide a forum for public participation in the rural transportation planning process.

## **ARTICLE III-MEMBERS**

### **Section 1-Membership:**

As specified in the Upper Coastal Plain Area RPO Memorandum of Understanding (MOU) between the Upper Coastal Plain Area RPO and North Carolina Department of Transportation (NC-DOT), the RTAC shall consist of officials from local and state governmental agencies directly related to and concerned with the transportation planning process for the Upper Coastal Plain Area planning area, which includes Edgecombe, Johnston, Nash and Wilson Counties, as well as the incorporated municipalities within each County that are members of the Upper Coastal Plain Area RPO. The initial voting membership shall include the following members:

- One County Commissioner and one at-large member with transportation interest representing Edgecombe County. Two municipal elected officials representing the municipalities within



Edgecombe County. The Edgecombe County Board of Commissioners shall appoint the municipal representatives from among the municipalities within Edgecombe County that are members of the Upper Coastal Plain Area RPO.

- One County Commissioner and one at-large member with transportation interest representing Johnston County. Two municipal elected officials representing the municipalities within Johnston County. The Johnston County Board of Commissioners shall appoint the municipal representatives from among the municipalities within Johnston County that are members of the Upper Coastal Plain Area RPO.
- One County Commissioner and one at-large member with transportation interest representing Nash County. Two municipal elected officials representing the municipalities within Nash County. The Nash County Board of Commissioners shall appoint the municipal representatives from among the municipalities within Nash County that are members of the Upper Coastal Plain Area RPO.
- One County Commissioner and one at-large member with transportation interest representing Wilson County. Two municipal elected officials representing the municipalities within Wilson County. The Wilson County Board of Commissioners shall appoint the municipal representatives from among the municipalities within Wilson County that are members of the Upper Coastal Plain Area RPO.
- The North Carolina Board of Transportation member representing the North Carolina Department of Transportation Division 4.

#### **Section 2-Term of Membership:**

Term of office for all seats on the RTAC is two years. Re-appointment is possible. To facilitate staggered terms and thereby promote continuity, the initial appointments from Edgecombe County and Johnston County to the RTAC shall be for one (1) year. All subsequent appointments shall be for two (2) years.

### **ARTICLE IV-OFFICERS**

#### **Section 1-Officers Defined:**

The officers of the RTAC shall consist of a Chairman and a Vice-Chairman serving annual terms, but limited to two (2) consecutive terms. The Upper Coastal Plain COG Transportation Planner, as staff to the Upper Coastal Plain Area RPO, shall act as Secretary to the RTAC.

#### **Section 2-Duties of Officers:**

**2.1** The Chairman shall call meetings of the RTAC to order, and shall act as presiding officer of such meetings. The Chairman shall see that all orders and action items, including amendments, are carried into effect. The Chairman will:

- Sign all official documents of the RTAC.
- Preside at all meetings of the RTAC.
- Decide all points of order or procedure.
- Transmit all recommendations of the RTAC to NC-DOT.
- With assistance from the Upper Coastal Plain COG Transportation Planner, draft the meeting agendas and make said available to the RTAC members in a timely manner.

**2.2** The Vice-Chairman shall conduct the duties of the Chairman in the event of the Chairman's absence.

**2.3** The administrative coordination for the RTAC shall be performed by the Upper Coastal Plain COG Transportation Planner, as staff for the Upper Coastal Plain Area RPO. The Upper Coastal Plain Area RPO Transportation Planner shall:

- Keep minutes of the RTAC meetings in proper form for the approval of the RTAC at its next regular meeting.
- Mail notices of regular meetings of the RTAC, with a copy of the agenda, in accordance with Article V of these rules.
- Give notice of special meetings called in accordance with North Carolina Open Meeting Law.
- Maintain all files, records, and correspondence of the RTAC.

**2.4** Should neither the Chairman nor Vice-Chairman be able to preside at a meeting, the RTAC shall appoint a Chairman Pro-Temp for that meeting or until such time the Chairman or Vice-Chairman can resume their responsibilities.

## **ARTICLE V-MEETINGS**

### **Section 1-Regular Meetings:**

The RTAC shall meet when it is deemed necessary, appropriate, and advisable. The RTAC shall meet on an as needed (on-call) basis as determined by the Chairman of the RTAC and at a time to be determined by the Chairman of the RTAC. Meeting notice and agenda are to be mailed no later than seven (7) days prior to a determined RTAC meeting date.

### **Section 2-Special Meetings:**

Special meetings may be called by the Chairman, or at the request of three (3) eligible voting members of the RTAC petitioning the Chairman. Notice of special meetings shall be given in accordance with Open Meeting Laws of the North Carolina General Statutes.

### **Section 3-Workshops:**

The RTAC may choose to hold workshops from time to time. Notification of all workshops shall be mailed to RTAC members in the same manner as regular meetings of the RTAC.

### **Section 4-Attendance:**

RTAC member are expected to attend each regular meeting and each special meeting of the RTAC. If a RTAC member is unable to attend a meeting, notice should be given by the member to be absent, to the Upper Coastal Plain Area RPO Transportation Planner. RTAC members are allowed to designate an alternate to attend meetings in their absence, providing such alternate member meets the same membership requirements as the absent member. Should a member fail to attend, or make arrangements for an alternate to attend, five (5) or more meetings in any one (1) fiscal year period (July to June), the RTAC Chairman shall contact said member to discuss consideration of a replacement member for that unit of government or organization.

### **Section 5-Agenda:**

The agenda is a list of considerations for discussion at a meeting. Any member of the RTAC can place items on the agenda prior to its distribution, by notifying the RTAC Chairman and/or the Upper Coastal Plain Area RPO Transportation Planner. Additional items may be placed on the regular agenda at the beginning of the RTAC meeting on the date of the meeting, if approved by a majority vote of the present and eligible voting members.

### **Section 6-Voting Procedures:**

The Chairman may call for a vote on any issue, provided that it is seconded and within the purposes set forth in Article II and provided the issue is on the agenda as outlined in Section 5 of this article. Each voting member of the RTAC shall have one (1) vote. Assuming a quorum, a majority vote of the members (or their authorized alternates) present and eligible to vote shall be sufficient for approval of matters coming before the RTAC, except amendments to the By-Laws. Fifty percent (50%), or nine (9) of the voting members of the RTAC of the Upper Coastal Plain Area RPO shall constitute a quorum.

The Chairman is permitted to vote. In the event of a tie, where the Chairman has already voted, the Chairman cannot vote again to break the tie and the motion does not pass. Abstentions on issues requiring a vote is permitted, provided voting members desiring to abstain, obtain approval by the RTAC for said abstention by a majority vote of the RTAC members present. Unless an abstention has been approved, any member present and not voting shall be recorded as a positive vote on the motion. In the absence of any direction from these By-Laws or other duly adopted voting procedures pursuant to certain approval actions, Robert's Rules of Order (Newly Revised, 10 Edition) will designate procedures governing voting.

#### ARTICLE VI-AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall require the affirmative vote of a 2/3 majority of the RTAC's eligible voting members, provided that written notice of the proposed amendment has been mailed seven (7) days prior to the meeting at which the amendment is to be considered and provided that such amendment does not conflict with the letter or fundamental intent of the Memorandum of Understanding (MOU) for the Upper Coastal Plain Area RPO, which is the governing document for these By-Laws. In the event of any conflict, the MOU shall carry precedence over these By-Laws.

The Upper Coastal Plain Area RPO Rural Transportation Advisory Committee (RTAC) approved these By-Laws on the 13<sup>th</sup> day of February, 2003.

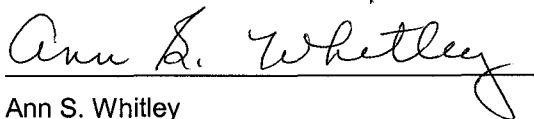


Vines Cobb

Chairman

Upper Coastal Plain Area RPO RTAC

**ATTEST:**



Ann S. Whitley

Secretary

Upper Coastal Plain Area RPO RTAC

# **Upper Coastal Plain Area Rural Planning Organization (RPO) Rural Transportation Coordinating Committee (RTCC) By-Laws**

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## **ARTICLE I-NAME**

The name of this committee shall be the Upper Coastal Plain Area Rural Transportation Coordinating Committee (RTCC), hereinafter referred to as the RTCC.

## **ARTICLE II-PURPOSE**

The purpose and goals of this committee shall be to:

- review and recommend the Upper Coastal Plain Area RPO Prospectus to the Rural Transportation Advisory Committee (RTAC)
- review and recommend to the RTAC the Upper Coastal Plain Area RPO Planning Work Program (PWP), which defines work tasks and responsibilities for the various agencies participating in the Upper Coastal Plain Area RPO.
- assist the RTAC to establish goals, priorities, and objectives for the rural transportation planning process in the Upper Coastal Plain Area RPO.
- coordinate work efforts with the RTAC in meeting the transportation and economic development needs of the Upper Coastal Plain Area Region.
- prepare transportation studies, plans, and programming recommendations required under state and federal law, and as requested by the RTAC.
- provide transportation-related information to local governments and other interested organizations and persons to coordinate transportation related tasks that enhance transportation system development, coordination, and efficiency.
- review and recommend to the RTAC, transportation improvement projects, which support and enhance inter-county and intra-county transportation serving the Upper Coastal Plain Area RPO area.
- identify and prioritize transportation projects, for the RTAC to submit to the North Carolina Department of Transportation (NC-DOT) for inclusion in the State Transportation Improvement Program (TIP).
- make recommendations to the respective local, state, and federal governmental agencies and the RTAC regarding any necessary actions relating to the continuing transportation planning process.
- review and recommend to the RTAC changes to Transportation Plans for the units of government of the Upper Coastal Plain Area RPO.
- provide a forum for public participation in the rural transportation planning process.

## **ARTICLE III-MEMBERS**

### **Section 1-Membership:**

As specified in the Memorandum of Understanding (MOU) between the Upper Coastal Plain Area RPO and NC-DOT, the RTCC shall consist of officials from local and state governmental agencies directly related to and concerned with the transportation planning process for the Upper Coastal Plain Area RPO

planning area, which includes Edgecombe, Johnston, Nash, and Wilson Counties, as well as the incorporated municipalities within each County that are members of the Upper Coastal Plain Area RPO.

Membership of the RTCC may be altered on the basis of a majority vote of its membership and approval of the RTAC.

The initial voting membership shall include, but not be limited to, the following members:

- County Manager (or his/her designee) from each of the four counties of the Upper Coastal Plain Area RPO;
- The Chief Administrative Official (or his/her designee) from each municipality in the Upper Coastal Plain Area RPO;
- Executive Director and Transportation Planner, Upper Coastal Plain Council of Governments;
- Division Engineer(s) serving Division 4 of the North Carolina Department of Transportation (or his/her designee);
- Manager, Statewide Planning Branch, Planning and Environment, North Carolina Department of Transportation (or his/her designee); and
- Area Traffic Engineer, Division of Highways, Traffic Engineering Branch, North Carolina Department of Transportation.

#### **ARTICLE IV-OFFICERS**

##### **Section 1-Officers Defined:**

The officers of the RTCC will consist of a Chairman and a Vice-Chairman serving annual terms, but limited to two (2) consecutive terms. The Upper Coastal Plain COG Transportation Planner, as staff to the Upper Coastal Plain Area RPO, shall act as Secretary to the RTCC.

##### **Section 2-Duties of Officers:**

**2.1** The Chairman shall call meetings of the RTCC to order and shall act as presiding officer of such meetings. The Chairman shall see that all orders and action items, including amendments, are carried into effect. The Chairman shall:

- Sign all official documents of the RTCC.
- Preside at all meetings of the RTCC.
- Decide all points of order or procedure.
- Transmit all recommendations of the RTCC to the RTAC.
- With assistance from the Upper Coastal Plain COG Transportation Planner, draft the meeting agendas and make said available to the members in a timely manner.

**2.2** The Vice-Chairman shall conduct the duties of the Chairman in the event of the Chairman's absence.

**2.3** The administrative coordination for the RTCC shall be performed by the Upper Coastal Plain Area RPO Transportation Planner, as staff for the Upper Coastal Plain Area RPO. The Upper Coastal Plain Area RPO Transportation Planner shall:

- Keep minutes of the Upper Coastal Plain Area RPO RTCC meetings in proper form for the approval of the RTCC at its next regular meeting.
- Mail notices of regular meetings of the Upper Coastal Plain Area RPO RTCC, with a copy of the agenda, in accordance with Article V of these rules.
- Give notice of special meetings called in accordance with North Carolina Open Meeting Law.
- Maintain all files, records, and correspondence of the RTCC.

**2.4** Should neither the Chairman nor Vice-Chairman be able to preside at a meeting, the RTCC shall appoint a Chairman Pro-Temp for that meeting or until such time the Chairman or Vice-Chairman can resume their responsibilities.

## **ARTICLE V-MEETINGS**

### **Section 1-Regular Meetings:**

The RTCC shall meet when it is deemed necessary, appropriate, and advisable. The regular meeting of the RTCC shall be held on the second Thursday of February, April, June, August, October, and December in each fiscal year at the Upper Coastal Plain Council of Governments Offices in Rocky Mount. Meeting notice and agenda are to be mailed no later than seven (7) days prior to the regular RTCC meeting date. Regular meetings may be canceled by the Chairman should there be insufficient business for the RTCC to conduct.

### **Section 2-Special Meetings:**

Special meetings may be called by the Chairman, or at the request of three (3) eligible voting members of the RTCC petitioning the Chairman. Notice of special meetings shall be given in accordance with Open Meeting Laws of the North Carolina General Statutes.

### **Section 3-Workshops:**

The RTCC may choose to hold workshops from time to time. Notification of all workshops shall be mailed to RTCC members in the same manner as regular meetings of the RTCC.

### **Section 4-Attendance:**

RTCC members are expected to attend each regular meeting and each special meeting of the RTCC. If a RTCC member is unable to attend a meeting, notice should be given by the member to be absent, to the Upper Coastal Plain Area RPO Transportation Planner. RTCC members are allowed to designate an alternate to attend meetings in their absence, providing such alternate meets the general membership requirements as the absent member. Should a member fail to attend, or make arrangements for an alternate to attend, five (5) or more meetings in any one (1) fiscal year period (July to June), the RTCC Chairman shall contact said member to discuss consideration of a replacement member for that unit of government or organization.

### **Section 5-Agenda:**

The agenda is a list of considerations for discussion at a meeting. Any member of the RTCC can place items on the agenda prior to its distribution, by notifying the RTCC Chairman and/or the Upper Coastal Plain Area RPO Transportation Planner. Additional items may be placed on the regular agenda at the beginning of the RTCC meeting on the date of the meeting, if approved by a majority vote of the present and eligible voting members.

### **Section 6-Voting Procedures:**

The Chairman may call for a vote on any issue, provided that it is seconded and within the purposes set forth in Article II and provided the issue is on the agenda as outlined in Section 5 of this article. Each


voting member of the RTCC shall have one (1) vote. Assuming a quorum, a majority vote of the members (or their authorized alternates) present and eligible to vote shall be sufficient for approval of matters coming before the RTCC. Forty percent (40%) of the voting members of the RTCC of the Upper Coastal Plain Area RPO shall constitute a quorum.

The Chairman is permitted to vote. In the event of a tie, where the Chairman has already voted, the Chairman cannot vote again to break the tie and the vote does not pass. Abstentions on issues requiring a vote is permitted, provided voting members desiring to abstain obtain approval by the RTCC for said abstention by a majority vote of the RTCC voting members present. Unless an abstention has been approved, any member present and not voting shall be recorded as a positive vote on the motion. In the absence of any direction from these By-Laws or other duly adopted voting procedures pursuant to certain approval actions, Robert's Rules of Order (Newly Revised, 10 Edition) will designate procedures governing voting.

#### ARTICLE VI-AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall require the affirmative vote of a majority of the RTCC's eligible voting members, provided that written notice of the proposed amendment has been mailed seven (7) days prior to the meeting at which the amendment is to be considered, and provided that such amendment does not conflict with the letter or fundamental intent of the Memorandum of Understanding (MOU) for the Upper Coastal Plain Area RPO, which is the governing document for these By-Laws. In the event of any conflict, the MOU shall carry precedence over these By-Laws.

The Upper Coastal Plain Area RPO Rural Transportation Coordinating Committee (RTCC) approved these By-Laws on the 13th day of February, 2003.

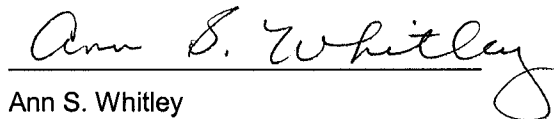


Charles W. Pittman, III

Chairman

Upper Coastal Plain Area RPO RTCC

ATTEST:



Ann S. Whitley

Secretary

Upper Coastal Plain Area RPO RTCC

**Amendments**  
**to the Upper Coastal Plain Rural Planning Organization (RPO)**  
**Rural Transportation Coordination Committee (RTCC) By-Laws**

1. Membership of the RTCC shall include the Directors of Public Transportation Systems (or his/her designee) within the four counties of the Upper Coastal Plain RPO.  
Approved by RTCC on April 10, 2003. (Approved By RTAC on May 13, 2003.)
2. Article V, Section 4, sentence 4 shall be changed to read, " Should a member fail to attend, or make arrangements for an alternate to attend, **75% or more of the** meetings in any one (1) fiscal year period (July to June), the RTCC Chairman shall contact said member to discuss consideration of a replacement member for that unit of government or organization."  
(Approved By RTCC on April 22, 2004.)





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

November 21, 2023

William Bass, Director of Public Works, City of Wilson  
PO Box 10  
Wilson, North Carolina 27894

Subject: Upper Coastal Plain Rural Planning Organization FY 2025 allocation

Dear Mr. Bass:

The North Carolina Department of Transportation has allocated Federal SPR (State Planning and Research) funds as detailed in the table below:

FY 2025 Upper Coastal Plain RPO Allocation				
5% local match	15% State funds (Local Match Assistance per NCGS 136-214)	80% Federal SPR funds	Total maximum reimbursable amount from NCDOT (State and Federal)	Total not-to-exceed work plan Federal + State+ local match
<b>\$8,055</b>	<b>\$24,165</b>	<b>\$128,880</b>	<b>\$153,045</b>	<b>\$161,100</b>

The funds are available on a reimbursable basis according to an 80/5/15 cost share and are expected to be matched by a minimum 5% local funds.

Reimbursement for planning expenses should be made through the invoice submittal procedure as outlined by the RPO Administrative Procedures. Reimbursements will only be made for transportation planning expenses incurred in executing the work tasks described in your approved FY 2025 PWP, which is due by May 16, 2024.

If you have any questions or concerns, please feel free to contact me at [jsalavi@ncdot.gov](mailto:jsalavi@ncdot.gov), (919)-707-0901.

Sincerely,

*Jamal Alavi*

Jamal Alavi, PE  
Director  
Transportation Planning Division

Cc: Carlos Moya, NCDOT  
Scott Walston, PE, NCDOT  
James Salmons, NCDOT



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

**Subject:** Award Contract - Auditing Services

**Date:** 2/12/2024

**Memo Number:** 24-06

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On March 5, 2022, a Request for Proposals – Auditing Services was issued. The services requested included auditing the Town's financial and compliance records for the 2021-2022, 2022-2023, and 2023-2024 fiscal years using the single audit concept and preparing a CAFR (Comprehensive Annual Financial Report) that conforms to the GFOA's (Government Finance Officers' Association) Certificate of Achievement for Excellence in Financial Reporting Program.

It is recommended that Council award the audit contract for the fiscal year 2023-2024 to Joyce and Company, CPAs.

### **ATTACHMENTS:**

Description	Upload Date	Type
Audit Engagement Letter	2/5/2024	Backup Material
Audit Contract	2/5/2024	Backup Material

104 Brady Court, Cary, North Carolina 27511  
Phone 919-466-0946 Fax 919-466-0947

January 19, 2024

Town of Tarboro  
500 North Main Street  
Tarboro, North Carolina 27886

We are pleased to confirm our understanding of the services we are to provide the Town of Tarboro for the year ended June 30, 2024. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units and remaining fund information, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Tarboro as of and for the year ended June 30, 2024.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Tarboro's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Tarboro's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Law Enforcement Officers' Special Separation Allowance Schedule of Changes in Total Pension Liability and Schedule of Total Pension Liability as a Percentage of Covered Payroll
3. Local Government Employees' Retirement System's Schedules of the Proportionate Share of the Net Pension Asset and Contributions
4. Schedule of Changes in Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Tarboro's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and individual fund financial statements
2. Budgetary Schedules and other schedules (statistical tables)
3. Schedule of expenditures of federal and state awards

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 US *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* for Federal Awards (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing board of the Town of Tarboro. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violation of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation

of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Tarboro's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance, requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for

the types of compliance requirements that could have a direct and material effect on each of the Town of Tarboro's major programs. The purpose of these procedures will be to express an opinion on the Town of Tarboro's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will assist in preparing the financial statements, schedule of expenditures of federal awards, related notes and prepare GASB 34 journal entries for the Town of Tarboro in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes and preparation of GASB 34 journal entries services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected

misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on September 12, 2024.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statement with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of the expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes);



and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Town of Tarboro and the North Carolina Local Government Commission; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Joyce and Company, CPA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of

the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Joyce and Company, CPA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Town of Tarboro. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately May 27, 2024 and to issue our reports no later than October 31, 2024. Shelton Ennis, CPA is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for these services will be at our standard hourly rates except that we agree that our gross fee, including expenses, will not exceed \$38,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town of Tarboro and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Joyce and Company, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Town of Tarboro.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The of and	Governing Board Town Council
	Primary Government Unit Town of Tarboro, NC
	Discretely Presented Component Unit (DPCU) (if applicable)

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Joyce and Company, CPA
	Auditor Address 104 Brady Court, Cary, NC 27511

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
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*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.



## FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

**Name:**

**Title and Unit / Company:**

**Email Address:**

Anne Y. Mann

Finance Director

annemann@tarboro-nc.com

**OR Not Applicable** ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

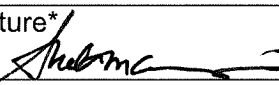
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

<b>Primary Government Unit</b>	Town of Tarboro, NC
Audit Fee (financial and compliance if applicable)	\$ 34,650.00
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$ 3,850.00
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	\$ 38,500

<b>Discretely Presented Component Unit</b>	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	\$

## SIGNATURE PAGE

## AUDIT FIRM

Audit Firm* Joyce and Company, CPA	
Authorized Firm Representative (typed or printed)* Shelton Ennis, CPA	Signature* 
Date* 01/19/24	Email Address* sheltonennis@joyceandcompanycpa.com

## GOVERNMENTAL UNIT

Governmental Unit* Town of Tarboro, NC	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Tate Mayo, Mayor	Signature*
Date	Email Address* mayor@tarboro-nc.com

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

## GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

*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.*

Sum Obligated by This Transaction:	\$ 38,500
Primary Governmental Unit Finance Officer* (typed or printed) Anne Y. Mann, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* annemann@tarboro-nc.com



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

**Subject:** Grant Award - Bullet Proof Vests

**Date:** 2/12/2024

**Memo Number:** 24-07

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The Town of Tarboro applied for and received funding from the United States Bureau of Justice in the amount of \$11,398 dollars for the Bureau of Justice Bullet Proof Vest Grant. This grant will allow for reimbursement for up to fifty percent for the cost of body armor vests purchased for law enforcement officers employed by the Town of Tarboro.

It is recommended that Council authorize appropriate staff to execute the necessary documents to complete and carry out the grant for Bureau of Justice Bullet Proof Vest Grant. It is further recommended that Council approve the attached budget amendment.

### **ATTACHMENTS:**

Description	Upload Date	Type
Budget Amendment - BVP Grant	1/31/2024	Budget Amendment
Award Letter	1/31/2024	Exhibit

## BUDGET RESOLUTION

### TOWN COUNCIL OF THE TOWN OF TARBORO

February 12, 2024

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the Fiscal Year 2023-2024 Budget be adjusted as follows:

<u>Account Number</u>	<u>Account Name</u>	<u>Current Budget</u>		<u>Amount of Change</u>		<u>Revised Budget</u>
<b>REVENUES</b>						
10-3480-2700	Bureau of Justice Bullet Proof Vest Grant	-	+	11,398	=	11,398
<b>EXPENDITURES</b>						
10-4310-3600	Police - Bullet Proof Vests	5,209	+	11,398	=	16,607

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

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) program. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2023 BVP awards is now available at the following link: <https://bja.ojp.gov/funding/fy23-bvp-awards.pdf>.

**Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (<https://www.sam.gov/SAM/>) to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: <https://sam.gov/content/help>. The SAM Helpdesk can be reached at 866-606-8220.**

The FY 2023 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2023. The deadline to request payments from the FY 2023 award is August 31, 2025, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

In addition, the federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the [BVP FAQs](#), and detailed instructions on the process for requesting a waiver and the documentation required can be found in the [Submitting Payment Requests in BVP User Guide](#).

Please contact the BVP Helpdesk at 1-877-758-3787 or email [vests@usdoj.gov](mailto:vests@usdoj.gov) if you have any questions regarding the above information. Please also visit the [BVP website](#) for additional information regarding the BVP Program.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: [BJA VALOR INITIATIVE \(ojp.gov\)](#).

Sincerely, BVP Program Support Team

Bureau of Justice Assistance

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

**Subject:** Budget Amendment - Carolinas Gateway Partnership

**Date:** 2/12/2024

**Memo Number:** 24-08

---

The Carolinas Gateway Partnership provides economic development services to the Town of Tarboro, Edgecombe County, and the City of Rocky Mount. Funding for the Partnership comes from the governmental agencies and private contributions. Recently, the Board of Directors of the Partnership selected Bob Pike as the new President & CEO of the organization. To appropriately transition and complete several ongoing projects, Norris Tolson will remain on staff temporarily as Vice President of Special Projects. In order to complete the fiscal year and implement this transition plan, it is necessary for the governmental and private funding agencies to pay a proportionate share of the temporary costs. The Town of Tarboro's portion of these costs is \$20,000.

It is therefore recommended that Council adopt the attached budget resolution amending the FY 2023-24 Budget to contribute an additional \$20,000 to assist in the transition of leadership at the Carolinas Gateway Partnership.

### **ATTACHMENTS:**

Description	Upload Date	Type
Budget Resolution - Carolinas Gateway Partnership	2/8/2024	Cover Memo

## BUDGET RESOLUTION

### TOWN COUNCIL OF THE TOWN OF TARBORO

February 12, 2024

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the Fiscal Year 2023-2024 Budget be adjusted as follows:

<u>Account Number</u>	<u>Account Name</u>	<u>Current Budget</u>		<u>Amount of Change</u>		<u>Revised Budget</u>
<b>REVENUES</b>						
10-3991-0100	Fund Balance Appropriated	998,101	+	20,000	=	1,018,101
<b>EXPENDITURES</b>						
10-8500-1080	Appropriation to Gateway Partnership	55,000	+	20,000	=	75,000

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





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

**Subject:** Budget Amendment - Shell Building Interest Payment

**Date:** 2/12/2024

**Memo Number:** 24-09

---

In order to attract new industry to the Town of Tarboro, Council entered into an agreement with a private developer to build a shell industrial building at the Tarboro Commerce Center. This agreement obligates the Town of Tarboro to pay the interest on the construction loan until the building is sold or leased. Upon sale or lease all interest payments will be reimbursed to the Town of Tarboro with interest. In that there were eminent projects for the building at the beginning of the fiscal year, the Town did not budget for a full twelve (12) months of interest payments. It is necessary to amend the budget to provide for interest payments through the remainder of the fiscal year.

It is therefore recommended that Council adopt the attached budget resolution, amending the FY 2023-24 Budget.

**ATTACHMENTS:**

Description	Upload Date	Type
Budget Resolution - Shell Building Interest	2/8/2024	Cover Memo

## BUDGET RESOLUTION

### TOWN COUNCIL OF THE TOWN OF TARBORO

February 12, 2024

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the Fiscal Year 2023-2024 Budget be adjusted as follows:

<u>Account Number</u>	<u>Account Name</u>	<u>Current Budget</u>		<u>Amount of Change</u>		<u>Revised Budget</u>
<b>REVENUES</b>						
10-3991-0100	Fund Balance Appropriated	1,018,101	+	65,000	=	1,083,101
<b>EXPENDITURES</b>						
10-4120-6200	Economic Development Programs	151,275	+	65,000	=	216,275

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



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

**Subject:** Budget Amendment - Commerce Center Sign

**Date:** 2/12/2024

**Memo Number:** 24-10

---

The Town of Tarboro is working with Hitachi Astemo to share the cost of fabrication and installation of a sign at the entrance to the Tarboro Commerce Center. In order to accept Hitachi Astemo's half of the sign costs, it is necessary to amend the Town's budget.

It is recommended that Council adopt the attached budget resolution, amending the Town's FY 2023-24 budget.

### **ATTACHMENTS:**

Description	Upload Date	Type
Budget Resolution - Tarboro Commerce Center Sign	2/8/2024	Cover Memo
Commerce Center Sign Design	2/8/2024	Cover Memo

## BUDGET RESOLUTION

### TOWN COUNCIL OF THE TOWN OF TARBORO

February 12, 2024

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the Fiscal Year 2023-2024 Budget be adjusted as follows:

<u>Account Number</u>	<u>Account Name</u>	<u>Current Budget</u>		<u>Amount of Change</u>		<u>Revised Budget</u>
<b>REVENUES</b>						
10-3310-0100	Contribution from Community Partner	-	+	12,375	=	12,375
<b>EXPENDITURES</b>						
10-4900-7300	CO - Improvements	45,000	+	12,375	=	57,375

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

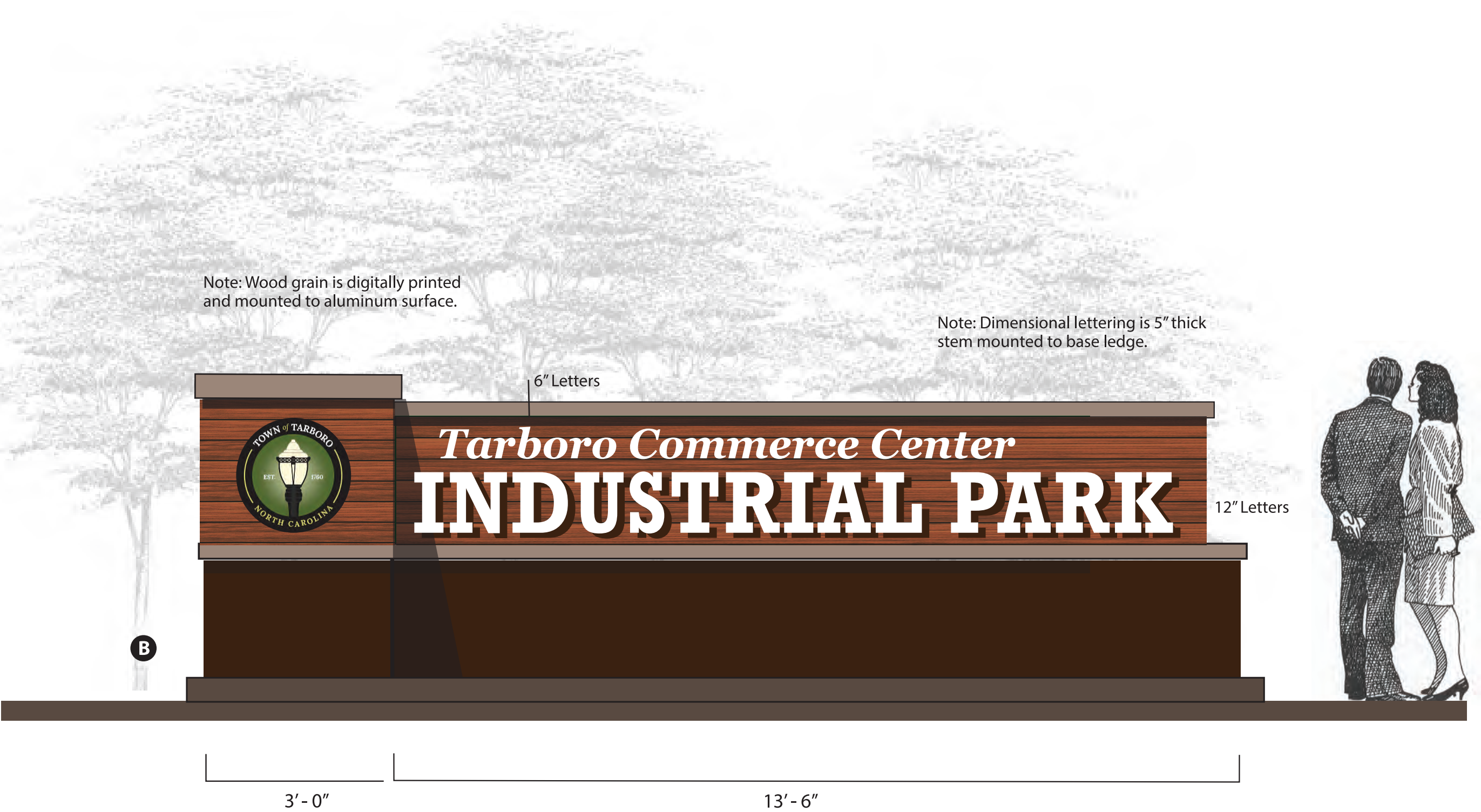


# TARBORO COMMERCE CENTER INDUSTRIAL PARK IDENTITY SIGNAGE



BIZZELL DESIGN, INC.  
MARCH 9, 2023





Installation Details

16'-6"

18"

5"

6"

5"

60"

6" Letters

12" Letters

Grade

Note: 6" x 6" aluminum poles  
mounted to the sign frame  
extend into the ground  
secured with Concrete

3'-0"

13'-6"

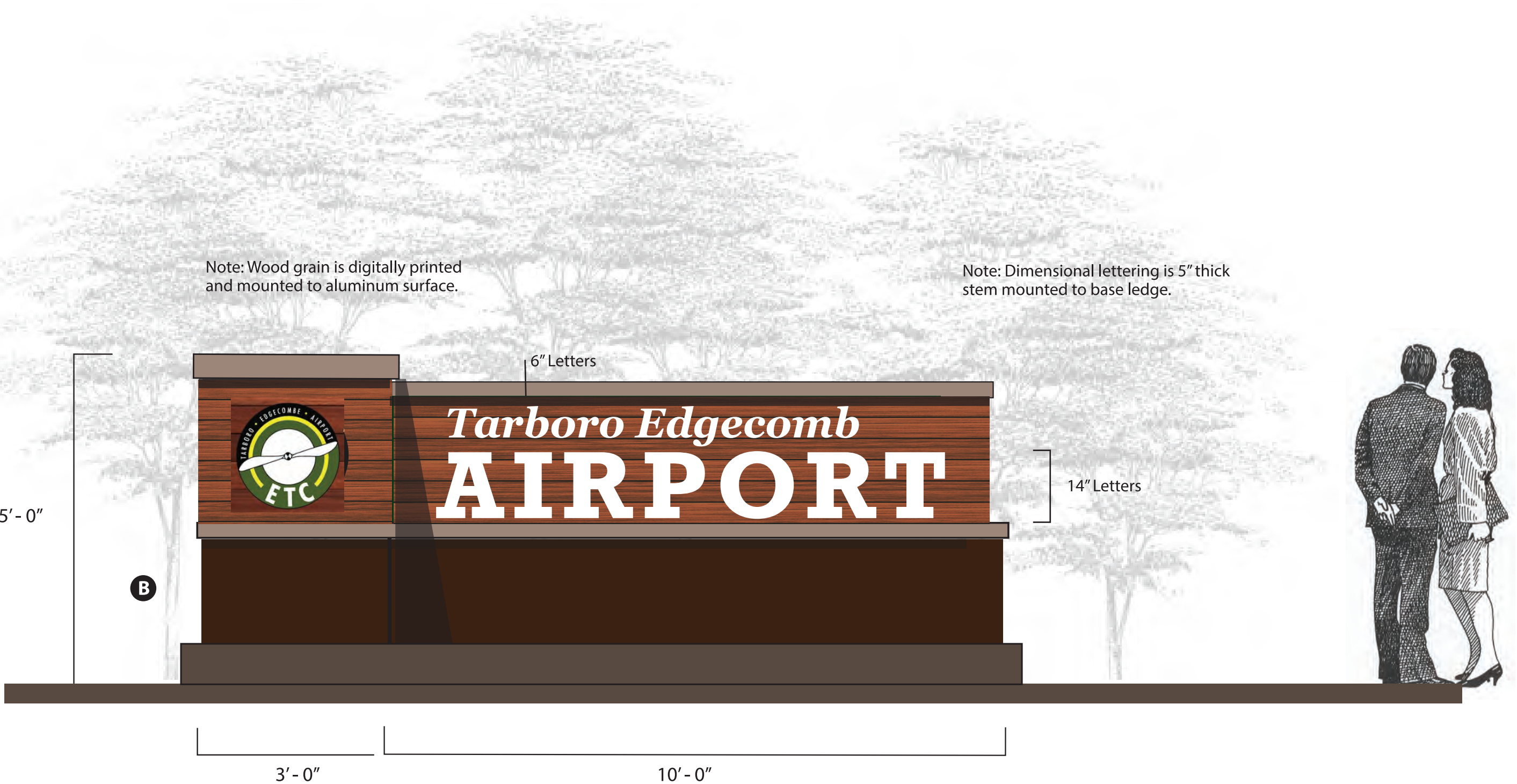




# TARBORO EDGECOMB AIRPORT IDENTITY SIGNAGE

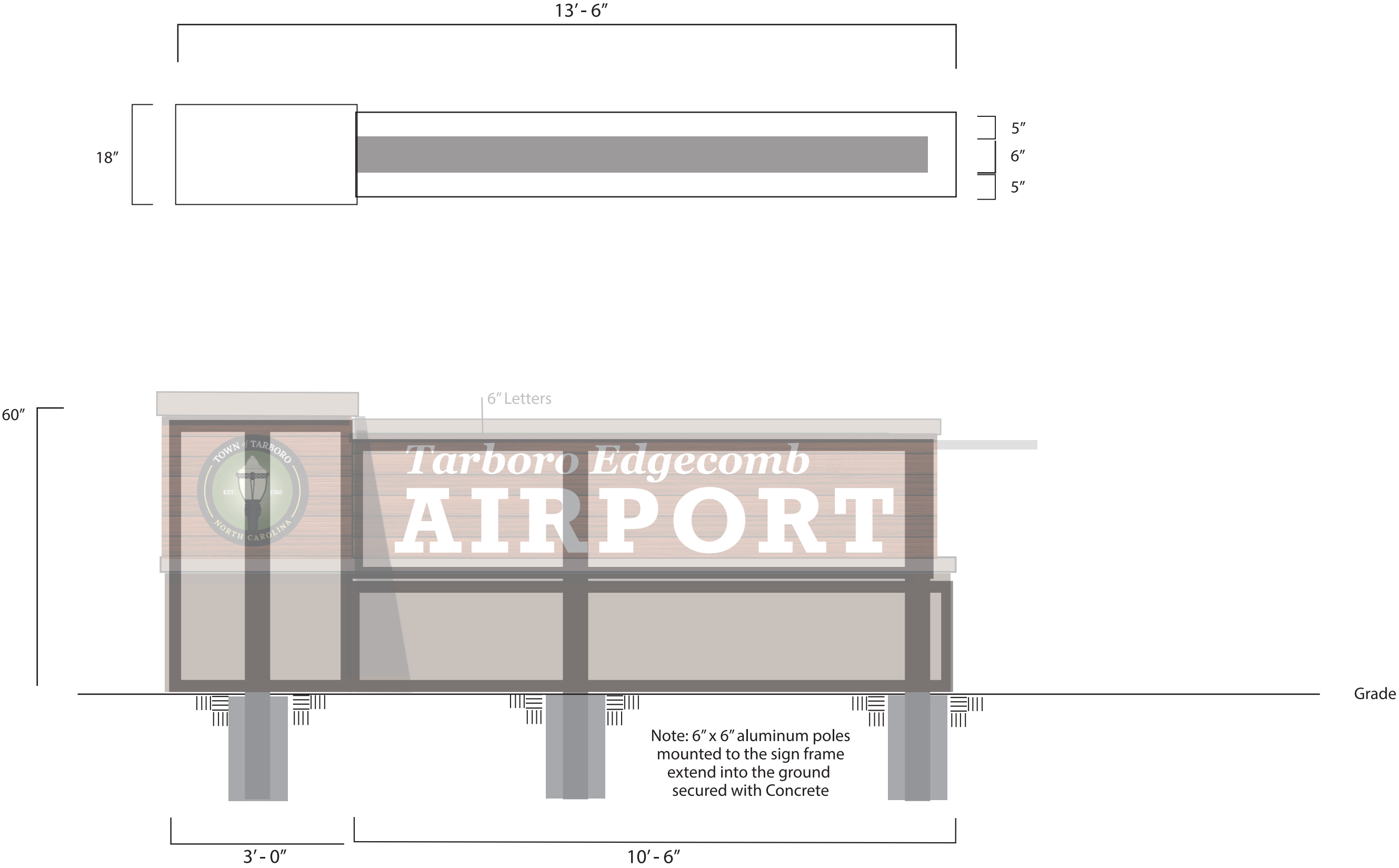


BIZZELL DESIGN, INC.  
MARCH 9, 2023





Installation Details





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

**Subject:** Budget Amendment - Insurance Claim - Police

**Date:** 2/12/2024

**Memo Number:** 24-11

---

Over the past year the Tarboro Police Department has totaled 2 patrol vehicles. Through insurance adjustments and claims the Town of Tarboro has received approximately \$65,000 in insurance money for the vehicles and equipment lost.

It is recommended that Council appropriate the funds to the police department's capital outlay budget for the purchase and outfitting of a new police patrol vehicle. It is further recommended that Council approve the attached budget amendment.

### **ATTACHMENTS:**

Description	Upload Date	Type
Budget Amendment	1/31/2024	Cover Memo

## BUDGET RESOLUTION

### TOWN COUNCIL OF THE TOWN OF TARBORO

February 12, 2024

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the Fiscal Year 2023-2024 Budget be adjusted as follows:

<u>Account Number</u>	<u>Account Name</u>	<u>Current Budget</u>	<u>Amount of Change</u>	<u>Revised Budget</u>
<b>REVENUES</b>				
10-3200-0300	Refunds & Reimb - Insurance	-	+ 65,000 =	65,000
<b>EXPENDITURES</b>				
10-4310-7400	Police - Capital Outlay - Equipment	147,500	+ 65,000 =	212,500

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



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

**Subject:** Budget Admendment - Insurance Claim - Recreation

**Date:** 2/12/2024

**Memo Number:** 24-12

---

In September 2023, the Parks & Recreation Department Senior Transportation Van was involved in an accident that resulted in major damage to the vehicle. The at-fault individual's insurance company reimbursed the Town in settlement of the incident.

It is recommended that Council approve the attached budget amendment.

### **ATTACHMENTS:**

Description	Upload Date	Type
Budget Admendment	2/7/2024	Cover Memo

## BUDGET RESOLUTION

### TOWN COUNCIL OF THE TOWN OF TARBORO

February 12, 2024

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the Fiscal Year 2023-2024 Budget be adjusted as follows:

<u>Account Number</u>	<u>Account Name</u>	<u>Current Budget</u>		<u>Amount of Change</u>		<u>Revised Budget</u>
<b>REVENUES</b>						
10-3200-0300	Refunds & Reimb - Insurance	65,000	+	6,442	=	71,442
<b>EXPENDITURES</b>						
10-6120-3100	Recreation - Auto Supplies	6,500	+	6,442	=	12,942

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:** NCDOT - SpringFest & ECU Health Edgecombe Hospital's Blue Ribbon Kidz Day

**Date:** 2/12/2024

**Memo Number:** 24-13

---

In order to receive approval from the North Carolina Department of Transportation (NCDOT) to close Main Street for the SpringFest & ECU Health Edgecombe Hospital's Blue Ribbon Kidz Day event this year, it is necessary to adopt an ordinance declaring the road closure. This event will be held on Saturday, April 6, 2024 from 10 a.m. to 3 p.m. with an alternative rain backup date being on Saturday, April 13, 2024. This will be a community event consisting of vendors, food trucks, and entertainment.

It is recommended that Council adopt the attached ordinance declaring the closure of N. Main Street from Pitt Street to Park Avenue and the closure of Wilson Street from Trade Street to St. Andrew Street from 8 a.m. to 5 p.m.

### **ATTACHMENTS:**

Description	Upload Date	Type
SpringFest & ECU Health Edgecombe Hospital's Blue Ribbon Kidz Day Ordinance	2/8/2024	Cover Memo

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE DECLARING A ROAD CLOSURE FOR A  
SPRINGFEST & ECU HEALTH EDGECOMBE HOSPITAL'S BLUE  
RIBBON KIDZ DAY EVENT**

**THE TOWN COUNCIL OF THE TOWN OF TARBORO ORDAINS:**

**WHEREAS**, the Town Council of the Town of Tarboro acknowledges a long tradition of co-sponsoring events for the pleasure of its citizens; and

**WHEREAS**, the Town Council of the Town of Tarboro acknowledges its citizens realize a financial benefit from holding a special Springfest & Kidz Day Event; and

**WHEREAS**, the Town Council of the Town of Tarboro acknowledges an event requires approximately two (2) hours to include installing traffic control, and for removing traffic control and litter after the event is over;

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

**Event Time: 10:00 A.M. – 3:00 P.M.**

**Event Date: Saturday, April 6, 2024**

**Time: 7:30 A.M. – 4:30 P.M.**

**Closure Description: N. Main Street (NC 33) between Pitt Street and Park Avenue**

**Time: 8:00 A.M. – 5:00 P.M.**

**Closure Description: Wilson Street from Trade Street to St. Andrew Street**

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

Adopted this 12<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Tate Mayo, Mayor

Attest:

\_\_\_\_\_  
Leslie M. Lunsford, Town Clerk



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

**Subject:** NCDOT - Kidney Awareness Car, Bike & Truck Show Event

**Date:** 2/12/2024

**Memo Number:** 24-14

---

Quartets United, Help Make a Difference Outreach Organization is asking for approval from Council to host a Kidney Awareness Car, Bike, and Truck Show Event on Saturday, March 16, 2024 from 10 a.m. to 4 p.m. at 125 E. Granville Street. The proceeds from this event will go towards Project Serenty Summer Camp for children with special needs and the community summer feeding program. There will also be food, vendors, and music.

To receive approval from NCDOT to close St. Andrew Street at Main Street at the roundabout to E. Granville St and St. Andrew Street, and a portion of Granville Street from the Town-owned parking lot to St. Andrew Street, it is necessary to adopt an ordinance declaring the road closure. They are also requesting the Town supply 5 trashcans as in-kind services for this event.

It is recommended that Council adopt the attached ordinance declaring the closure of St. Andrew Street at Main Street (NC 33) at the roundabout to E. Granville Street and St. Andrew Street, and a portion of Granville Street from the Town-owned parking lot to St. Andrew Street from 8 a.m. to 6 p.m. for the Kidney Awareness Car, Bike and Truck Show Event.

### **ATTACHMENTS:**

Description	Upload Date	Type
Road Closure Ordinance for Kidney Awareness Event	2/8/2024	Cover Memo
Kidney Awareness Car, Bike & Truck Show Flyer	2/6/2024	Cover Memo
Kidney Awareness Event Map of Street Closing	2/6/2024	Cover Memo

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE DECLARING A ROAD CLOSURE FOR A  
KIDNEY AWARENESS CAR, BIKE, AND TRUCK SHOW EVENT**

**THE TOWN COUNCIL OF THE TOWN OF TARBORO ORDAINS:**

**WHEREAS**, the Town Council of the Town of Tarboro acknowledges permitting events to bring health awareness and community engagement to its citizens; and

**WHEREAS**, the Town Council of the Town of Tarboro acknowledges its citizens can support a Kidney Awareness Car, Bike, and Truck Show event which will benefit Serenty Summer Camp for children with special needs and community summer feeding program; and

**WHEREAS**, the Town Council of the Town of Tarboro acknowledges an event requires approximately two (2) hours to include installing traffic control, and for removing traffic control and litter after the event is over;

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

**Event Time: 10:00 a.m. to 4:00 p.m.**

**Event Date: Saturday, March 16, 2024**

**Time: 8:00 A.M. – 6:00 P.M.**

**Closure Description: St. Andrew Street at Main Street (NC 33) at the roundabout to E. Granville Street and St. Andrew Street**

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

Adopted this 12<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Tate Mayo, Mayor

Attest:

\_\_\_\_\_  
Leslie M. Lunsford, Town Clerk

# Kidney Awareness

Sticky Cheeks Ice Cream

&

Sweet P's Galaxy  
Lemonade  
Grand Opening

## Car, Bike & Truck Show

FOOD VENDORS MUSIC ANTIQUES FREE ADMISSION



March 16, 2024  
10-4pm

NO BURNOUTS. ALCOHOL OR DISRUPTIVE MUSIC

\$ 25 Registration ALL REGISTRATIONS MUST BE MADE BY MARCH 3rd  
AWARDS

People's Choice- Best In Show- Best Classic Car- Best Muscle Car- Best  
ATV- Best Motorcycle- Best Dressed Truck- Best Work In Progress

Sponsored by:

Quartets United, Help Make A  
Difference Outreach



REGISTRATION 9 AM  
ENTERTAINMENT/ SPEAKERS  
11:30-3 PM CAR SHOW AWARDS  
3:30

PROCEEDS FROM THE CAR SHOW WILL GO  
TOWARDS PROJECT SEVENTY SUMMER  
CAMP FOR CHILDREN WITH SPECIAL NEEDS  
AND THE SUMMER FEEDING PROGRAM FOR  
THE COMMUNITY

125 E GRANVILLE ST, TARBORO NC 252-343-1087 FOR MORE INFO

STICKY CHEEKS

# Grand Opening



Two businesses, Sweet P's Galaxy Lemonade & Sticky Cheeks Ice Cream Shop, are opening together in one location, while also raising awareness for National Kidney Awareness Month. Featuring a car show, entertainment and vendors.



National  
Kidney  
Awareness  
Month

SATURDAY  
16 March 2024

START AT  
10 am

TARBORO, NC  
125 E Granville Street

STAY TUNED



Pamela Dickens

252-343-1087

"Tarboro's Sweet Spot"





• Indicates closure

■ - permission to use town owned lot



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

**Subject:** Appointment for February - Historic District Commission

**Date:** 2/12/2024

**Memo Number:** 24-15

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The 4-year term for Eugene Muse will expire in March 2024 for the Historic District Commission. Mr. Muse is interested in serving another term and his application is attached.

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

### **ATTACHMENTS:**

Description	Upload Date	Type
Eugene Muse Application	2/5/2024	Cover Memo





# Town of Tarboro

## Application for Boards and Commissions

Please print or type the following information:

Name: Eugene W. Muse Daytime Telephone: 252-823-3925  
Address: 310 E. Church St. Ward: \_\_\_\_\_ Zip Code: 27886  
Email: ewmuse@centurylink.net  
Length of Residence in Tarboro: 69 years

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

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

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

Community Activities: \_\_\_\_\_

Employment History: Self employed as an attorney since 1979.

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

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

Historic District Commission; Advisory Committee for TDC  
All information contained on this application is subject to public disclosure and will be reviewed by public officials. Attach any additional supporting documentation that is relevant to your qualifications to serve, i.e. resume, bio, etc. ✓

Signature of Applicant: Eugene W. Muse Date: 2/5/24

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