
AGENDA
TOWN COUNCIL OF THE TOWN OF TARBORO, NC
REGULAR MEETING HELD AT 7:00 PM, MONDAY, FEBRUARY 8,
2021
IN THE COUNCIL ROOM, TOWN HALL, TARBORO, NC

1. MEETING CALLED TO ORDER BY THE MAYOR

PLEASE TURN CELL PHONES OFF

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA BY COUNCIL

5. PRESENTATION BY COUNCIL

(1) National FFA Week Proclamation

6. REQUESTS AND PETITIONS OF CITIZENS

(Five minute time limit per person)

7. MATTERS SCHEDULED FOR PUBLIC HEARING

Conditional Use Permit - 20-01 - Residential Subdivision - to consider an application from Charles Ainsley for the construction of a residential subdivision to be located on the south side of W. Northern Boulevard between Main Street and Western Boulevard.

8. TOWN MANAGERS RECOMMENDATIONS

Consent Items

- (1) Approve minutes of the January 11, 2021 regular meeting.
- (2) 2020 Tax Levy Memo
- (3) Tax Collector's Report

Action Items

- (4) Disposition of Town-owned Property - Confederate Monument
- (5) Piedmont Natural Gas Rectifier Project Compensation and Easement
- (6) Amend Contract - Auditing Services
- (7) CDBG-NR Bid Award
- (8) Budget Amendment - Insurance Claim
- (9) Appointment for February - Tarboro-Edgecombe Airport Authority
- (10) Appointment for February - Tarboro-Edgecombe Arts Commission

9. OTHER REPORTS

A. Town Manager

B. Town Attorney

C. Council Members

10. ADJOURNMENT



PROCLAMATION

NATIONAL FFA WEEK

February 20th – February 27th, 2021

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

WHEREAS, FFA promotes premier leadership, personal growth, and career success among its members; and

WHEREAS, agricultural education and FFA ensure a steady supply of young professionals to meet the growing needs in the science, business, and technology of agriculture; and

WHEREAS, the FFA motto – “Learning to Do, Doing to Learn, Earning to Live, Living to Serve” – gives direction and purpose to these students who take an active role in succeeding in agricultural education; and

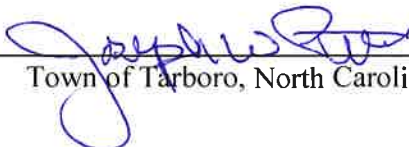
WHEREAS, FFA promotes citizenship, volunteerism, patriotism, and cooperation; and

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

NOW, THEREFORE, I, Joseph W. Pitt, Mayor of The Town of Tarboro, do hereby designate the week of February 20th – February 27th, 2021, as National FFA Week.

Witnessed this 8th day of February, 2021.



_____, Mayor
Town of Tarboro, North Carolina

TOWN OF TARBORO

**CONDITIONAL OR SPECIAL USE PERMIT
BOARD CONSIDERATION WORKSHEET**

Applicant: Charles Ainsley

Property Location: South side of W. Northern Blvd. between Main Street and Western
Boulevard. The acreage is 3.1.

Proposed Use of Property: Residential Subdivision

I. COMPLETENESS OF APPLICATION

- ☐ The application is complete.
☐ The application is incomplete in the following ways:

II. COMPLIANCE WITH ORDINANCE REQUIREMENTS

- ☐ The application complies with all applicable requirements of the land-use ordinance.
☐ The application is not in compliance with the following requirements of the land-use ordinance:

III. GRANTING THE APPLICATION

- ☐ The application is granted, subject to the following conditions:
(1) The applicant shall complete the development strictly in accordance with the plans submitted to and approved by this Board, a copy of which is filed in the office of the Building Inspector.
(2) If any of the conditions affixed hereto or any part thereof is held invalid or void, then this permit shall be void and of no effect.

IV. DENYING THE APPLICATION

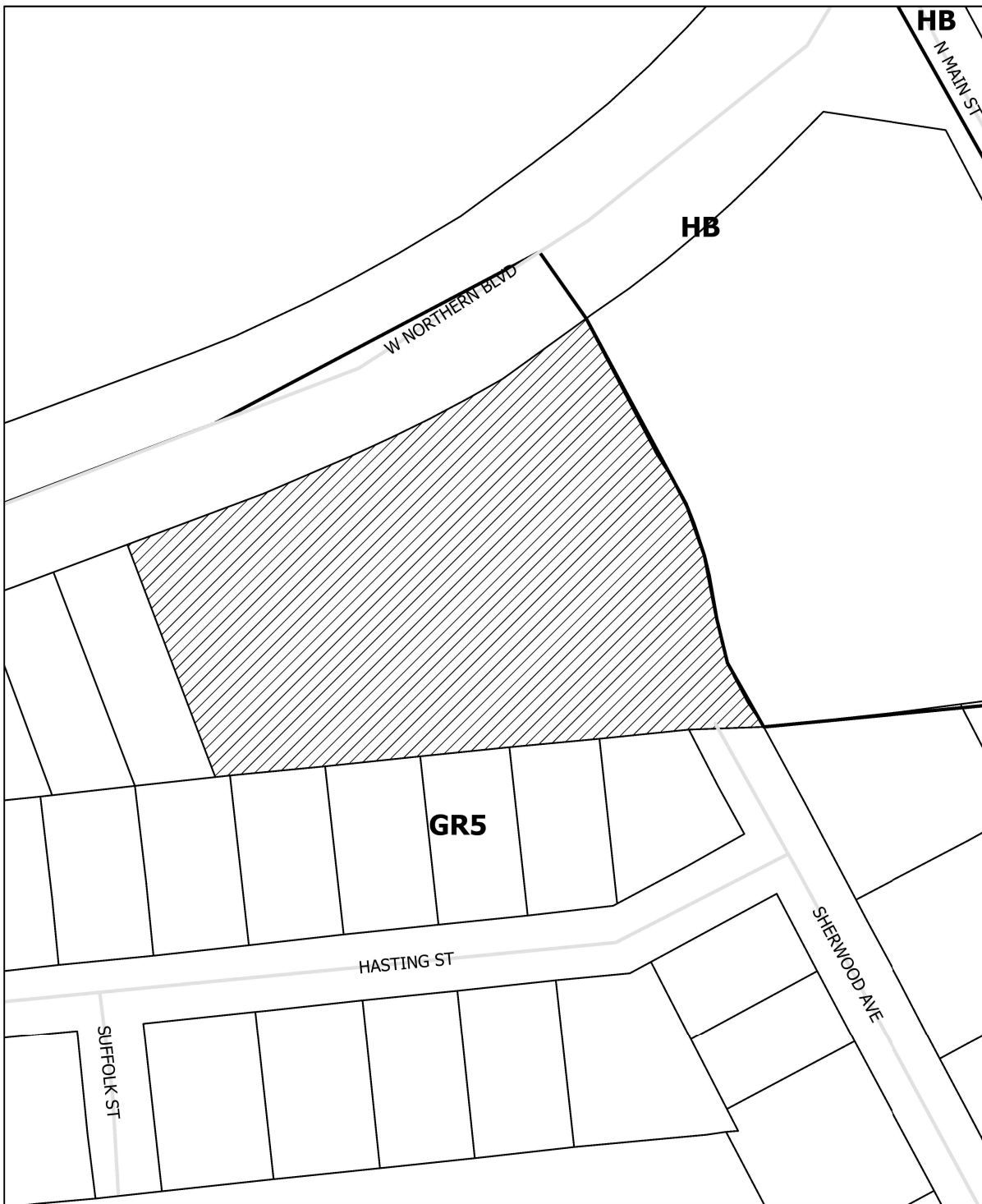
- ☐ The application is denied because it is incomplete for the reasons set forth above in Section I.
☐ The application is denied because it does not comply with the ordinance requirements set forth above in Section II.
☐ The application is denied because, if completed as proposed, the development probably:

- ☐ Will materially endanger the public health or safety for the following reasons:

- ☐ Will substantially injure the value of adjoining or abutting property for the following reasons: _____

- ☐ Will not be in harmony with the area in which it is to be located for the following reasons: _____

- ☐ Will not be in general conformity with the Land Use Plan, Thoroughfare Plan, or other plans officially adopted by the Town Council for the following reasons: _____



	NO.	REVISIONS	DATE	Town of Tarboro Tarboro, North Carolina		
				NOTHERN ESTATES PHASE II W NORTHERN BLVD (PARCEL #472991574200) BETWEEN N MAIN ST AND WESTERN BLVD		
					DWN: CJB	DATE: 01/29/21
				CKD:	APPD.	
				SCALE: NONE	PLOT:	

I, Catherine Grimm, Secretary of the Town of Tarboro's Planning Board and Zoning Commission, in accordance with North Carolina G.S. 160-A-384, hereby certify that the attached list of property owners were mailed notices by first class mail of this public hearing scheduled for February 8, 2021 at 7:00 PM in the Council Chambers of the Town Hall regarding the request for a conditional use permit for 3.1 acres located on the south side of W. Northern Boulevard between Main Street and Western Boulevard to be a residential subdivision.

Catherine Grimm
Secretary

Parcel ID#	Name	Address
4729923262	Newness of Life Christian Church Trustee	215 Barrington Drive Tarboro, NC 27886
4729918897	S & J Auto Sales, Inc.	213-B E. Hope Lodge St Tarboro, NC 27886
4729919555	PRA Ventures, LLC	101 N. Main Street Tarboro, NC 27886
4729917533	Emma Jean Darden	200 Hasting Street Tarboro, NC 27886
4729916530	Pearl Driver Dixon	202 Hasting Street Tarboro, NC 27886
4729915550	Deborah Suggs Bellamy	204 Hasting Street Tarboro, NC 27886
4729914479	Brenda Harris	206 Hasting Street Tarboro, NC 27886
4729913498	Melvin Ray Kearney, Sr.	208 Hasting Street Tarboro, NC 27886
4729913407	Toney Curtis Cofield	210 Hasting Street Tarboro, NC 27886

NORTH CAROLINA

EDGECOMBE COUNTY

TOWN OF TARBORO

CONDITIONAL USE PERMIT GRANTED

On the date(s) listed below, the **TOWN COUNCIL** of the **TOWN OF TARBORO** met and held a public hearing to consider the following application:

APPLICANT: CHARLES AINSLEY
OWNER: CHARLES AINSLEY
PROPERTY LOCATION (Street Address): W. NORTHERN BOULEVARD
TAX MAP, BLOCK, LOT(S): PARCEL # 4729-91-5742
PROPOSED USE OF PROPERTY: RESIDENTIAL SUBDIVISION
TARBORO LAND USE ORDINANCE USE CATEGORY: GENERAL RESIDENTIAL (GR-5)
MEETING DATE(S): FEBRUARY 8, 2021

Having heard all the evidence and arguments presented at the hearing, the Council finds that the application is complete, that the application complies with all of the applicable requirements of the Tarboro Unified Development Ordinance (UDO) for the development proposed, and that therefore the application to make use of the above described property for the purpose indicated is hereby approved, subject to all applicable provisions of the UDO and the following conditions:

- 1) The applicant shall complete the development strictly in accordance with the plans submitted to and approved by this Council, a copy of which is filed in the Tarboro Town Hall. Any deviations from or changes in these plans must be pointed out specifically to the administrator in writing and specific written approval obtained as provided in Section 65 of the UDO.
- 2) If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect.

[PLEASE NOTE: INSERT ADDITIONAL CONDITIONS HERE.]

This permit shall automatically expire within two years of the date of issuance if the use has not commenced or less than 10 percent (10%) of total cost of construction has been completed or there has been non-compliance with any other requirements of the Tarboro UDO.

All street construction on those streets proposed for acceptance by the Town of Tarboro shall be certified by an engineer. Engineering certification is the inspection by the developer's engineer of the street's subgrade, base material, asphalt paving, sidewalks and curb and gutter, when used. The developer's engineer shall be responsible for reviewing all compaction tests that are required for streets to be dedicated to the town. The developer's engineer shall certify that all work has been constructed to the town's construction specifications.

If this permit authorizes development on a tract of land in excess of one acre, nothing authorized by the permit may be done until the property owner properly executes and returns to the Town of Tarboro the attached acknowledgment of the issuance of this permit so that the town may have it recorded in the Edgecombe County Registry.

NORTH CAROLINA

EDGECOMBE COUNTY

IN WITNESS WHEREOF, the Town of Tarboro has caused this permit to be issued in its name, and the undersigned being all of the property above described, do hereby accept this Conditional Use Permit, together with all its conditions, as binding upon them and their successors in interest.

THE TOWN OF TARBORO

ATTEST:

_____(SEAL) BY _____
Town Clerk Town Manager

I, _____, a Notary Public in and for said County and State, do hereby certify that Leslie M. Lunsford, Town Clerk for the Town of Tarboro, personally came before me this day and being by me duly sworn says each for himself that she knows the corporate seal of the Town of Tarboro and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Tarboro, that Troy R. Lewis, Town Manager of said Town of Tarboro and Leslie M. Lunsford, Town Clerk for the Town of Tarboro subscribed their names thereto; that the corporate seal of the Town of Tarboro was affixed thereto, all by virtue of a resolution of the Town Council, and that said instrument is the act and deed of the Town of Tarboro.

IN WITNESS THEREOF, I have hereunto set by hand and notarial seal this the ____ day of _____, 20____.

_____(SEAL)
Notary Public

My Commission Expires:_____

I (We)_____, owner(s), do hereby acknowledge receipt of this Conditional Use Permit. The undersigned owner(s) do further acknowledge that no work may be done pursuant to this permit except in accordance with all of its conditions and requirements and that this restriction shall be binding upon them and their successors in interest.

Attest: _____
(Corporate Name)

_____(SEAL) BY _____
Secretary President

NORTH CAROLINA
EDGECOMBE COUNTY

I, _____, a Notary Public of _____ County, N.C. do hereby certify that _____ appeared before me this day and being duly sworn says that he knows the common seal of _____, and is acquainted with _____, who is president of said corporation and he _____, who is secretary of said corporation, saw the said president sign the foregoing instrument and that he, _____, secretary as aforesaid, affixed said seal of

said instrument and he, the said secretary, signed his name in attestation of execution of said instrument in the presence of said president of said corporation.

Witness my hand and notarial seal, this the ____ day of _____, 20____.

Notary Public

My Commission Expires:_____

(Not valid until fully executed and recorded)

STATE OF NORTH CAROLINA
COUNTY OF EDGECOMBE

The foregoing certificate(s) of _____ Notary/Notaries
Public of the designated governmental units (is) (are) certified to be correct.

This the ____ day of _____, A.D. 20____.

Register of Deeds

By: _____
Assistant/Deputy Register of Deeds

PREPARED BY:
TOWN OF TARBORO
500 MAIN STREET
TARBORO, NORTH CAROLINA 27886

CU- 20-01

DATE: _____

APPLICATION FOR CONDITIONAL USE PERMIT
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT
TOWN OF TARBORO, N.C.

TO THE PLANNING BOARD AND TOWN COUNCIL:

I, the undersigned, do hereby make application to and petition the Planning Board and Town Council to grant a conditional use permit as required in the Land Development Ordinance. In support of this application, the following facts are shown:

The property sought for conditional use is located on the SOUTH side of W. NORTHERN BLVD (street/avenue) between MAIN ST (street/avenue) and WESTERN BLVD (street/avenue). The address is PARCEL # 4729 91 5742 and it is known as lot number(s): _____, block number(s): _____ of Edgecombe County tax map _____ township. It has a frontage of 391' feet and a depth of 221 feet, containing 3.1 acres.

The conditional use sought is based on Section(s) 3 UNDER CHAPTER 5 of the Tarboro Land Development Ordinance. The property in question is located in a GR5 zoning district and is proposed for the following use:

RESIDENTIAL SUBDIVISION


The following are all individuals, firms or corporations owning property, any portion of which is within one hundred (100) feet of the property involved in this request:

Parcel ID#	Name	Address
4729 92 3262	NEWNESS OF LIFE CHRISTIAN CHURCH TRUSTEE	215 BARRINGTON DR
4729 91 8897	SET AUTO SALES INC	213-B E HOPE LODGE ST
4729 91 9555	PRA VENTURES LLC	101 N MAIN ST
4729 91 7533	EMMA JEAN DARDEN	200 HASTING ST
4729 91 6530	PEARL DRIVER DIXON	202 HASTING ST
4729 91 5550	DEBORAH SUGGS BELAMY	204 HASTING ST
4729 91 4479	BRENDA HARRIS	206 HASTING ST

Conditional Use Permit Application

4729 91 3498 MELVIN RAY KEARNEY SR 206 HASTING ST
4729 91 2407 TONEY CURTIS COFIELD 210 HASTING ST

I, certify that all information furnished in this application is accurate to the best of my knowledge.

Petitioner: CHARLES AINSLEY Signature: 
Mailing Address: 300 W. ST. JAMES ST TARBORO NC
*Property Owner: SAME Signature _____
Mailing Address: _____

*Property owner(s) signature is required before application is accepted.

NOTE: IF THE REQUEST IS MADE BY A CORPORATION, THE NAMES AND ADDRESSES OF ALL OFFICERS IN THE CORPORATION MUST BE PROVIDED. A REQUEST FOR "PARALLEL CONDITIONAL USE DISTRICT" MUST ALSO BE ACCOMPANIED BY A LETTER FROM THE OWNER OR AN AUTHORIZED OFFICER OF THE CORPORATION INDICATING THEIR AGREEMENT TO ABIDE BY THE CONDITIONS OF APPROVAL IMPOSED BY THE TOWN COUNCIL.

Note: Please Include all other information as required in the Unified Development Ordinance as required for site plans, major subdivisions, any other quasi-judicial reviews.

Legal Description (Metes and Bounds Description):

ATTACHED DEED

Current land use: VACANT

Charles Givens
Signature

12/2/2020
Date

BOOK 1653 PAGE 0215

Doc ID: 00314800003 Type: CRP
 Recorded: 11/04/2016 at 03:51:24 PM
 Fee Amt: \$128.00 Page 1 of 3
 Revenue Tax: \$100.00
 EDGECOMBE COUNTY, NORTH CAROLINA
 Robin W. Carpenter Register of Deeds
 BK 1653 PG 215-217

This certifies that there are no delinquent ad valorem real estate taxes, which The Edgecombe County Tax Collector is charged with collecting, that are a lien on:

Pin No. 4729-91-4740-00

This is not a certification that this Edgecombe County Tax Department Pin No. matches this Deed description.

M. Edmonds Date 11-04-16
 Tax Collector, Tax Assistant

RLS
 \$100

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:

Parcel Identifier No. 4729-91-4740-00 Verified by _____ County on the _____ day of _____, 20____
 By: _____

Mail/Box to: Alison Boyette, Alison L. Boyette, P.O. Box 1192, Tarboro, NC 27886

This instrument was prepared by: Alison L. Boyette, P.O. Box 1192, Tarboro, NC 27886

Brief description for the Index: LOT Lot A2 Byrd's Square Market, PC6, SL 52

THIS DEED made this 3rd day of November, 2016, by and between

GRANTOR

Byrd Family Limited Partnership
 P.O. Box 2320
 Burlington, NC 27216

GRANTEE

Charles Ainsley
 Susan Cross Ainsley
 300 W. St. James Street
 Tarboro, NC 27886

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Tarboro, No. 1 Township, Edgecombe County, North Carolina and more particularly described as follows:

Containing 4.38 acres and being all of Lot A2 as shown on minor final plat entitled "Byrd's Square Market Subdivision, owner: Byrd Family Limited Partnership, 1232 Chapel Hill Road, Burlington, NC 27212", and said map is recorded in Plat Cabinet 6, Slide 52, Edgecombe Public Registry and is hereby incorporated fully by reference for further description by metes and bounds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1167 page 411
 All or a portion of the property herein conveyed includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 6 page 52.

Page 1 of 2

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002, 2013
 Printed by Agreement with the NC Bar Association - 1981

This standard form has been approved by:
 North Carolina Bar Association - NC Bar Form No. 3

BOOK 1653 PAGE 0216

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Byrd Family Limited Partnership (SEAL)
(Entity Name)
By: Vickie Diane Byrd, General Partner Print/Type Name: _____
Print/Type Name & Title: Vickie Diane Byrd, General Partner Print/Type Name: _____
By: _____ (SEAL)
Print/Type Name & Title: _____ Print/Type Name: _____
By: _____ (SEAL)
Print/Type Name & Title: _____ Print/Type Name: _____

State of North Carolina - County or City of Wake and State aforesaid, certify that
I, the undersigned Notary Public of the County or City of Wake and State aforesaid, certify that
Vickie Diane Byrd, General Partner of Byrd Family Limited Partnership personally appeared before me this day and acknowledged the due
execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 31 day of
October, 2016.
My Commission Expires: 08/31/2021 PUBLIC
(Affix Seal) Faith B. Cabrera-Rodriguez
Notary's Printed or Typed Name

State of _____ - County or City of _____ and State aforesaid, certify that
I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that
_____ personally appeared before me this day and acknowledged the due
execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of
_____, 20____.

My Commission Expires: _____ Notary Public
(Affix Seal) Notary's Printed or Typed Name

State of North Carolina - County or City of Edgecombe
I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that
Vickie Diane Byrd personally came before me this day and acknowledged that
she is the General Partner of Byrd Family Limited Partnership, a North Carolina or
_____ corporation/limited liability company/general partnership/limited partnership (strike through the
inapplicable), and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its
behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 3rd day of November, 2016.

My Commission Expires: _____ Notary Public
(Affix Seal) Notary's Printed or Typed Name

BOOK 1653 PAGE 0217

ATTACHMENT

Containing 4.38 acres and being all of Lot A2 as shown on minor final plat entitled "Byrd's Square Market Subdivision, owner: Byrd Family Limited Partnership, 1232 Chapel Hill Road, Burlington, NC 27212", and said map is recorded in Plat Cabinet 6, Slide 52, Edgecombe Public Registry and is hereby incorporated fully by reference for further description by metes and bounds.

AINSLEY - BYRD 18-08

Lot A2, Byrd's Square Market, Tarboro, NC 27886

(3) 26th file Alison

WATER MAP

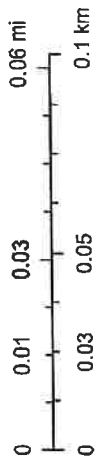
ArcGIS Web Map



12/1/2020, 2:59:02 PM

- Fittings
 - System Valves
 - 4.5
 - 12"
 - Tee
 - Other Hydrants
 - 4.25
 - 8"
- System Valve Water Lines
 - ETJ Parcels
 - Tarboro Street Center Lines
 - Town of Tarboro Limits

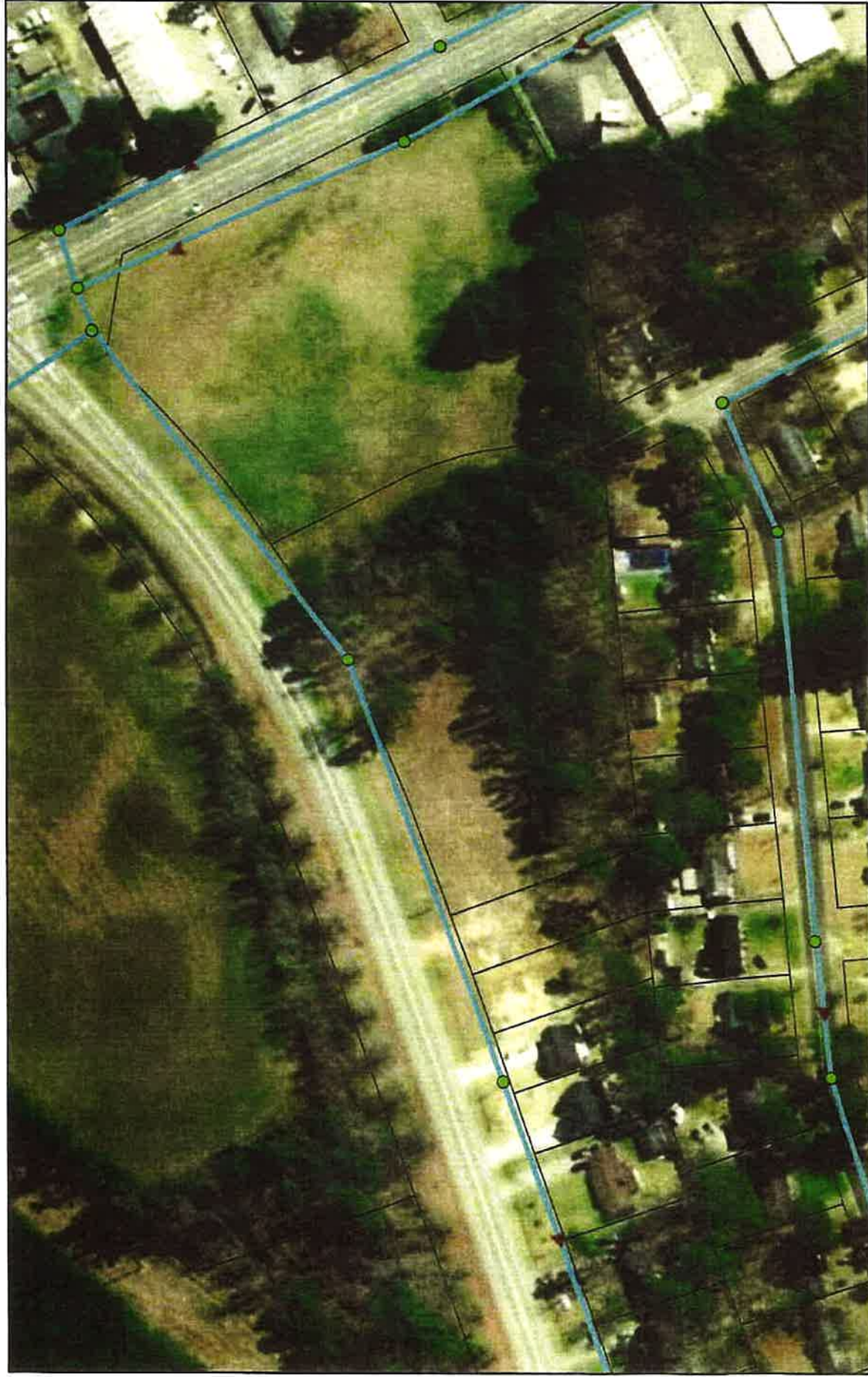
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GeoEye, Maxar, Microsoft

ArcGIS Web AppBuilder
Maxar, Microsoft |

Tarboro Sewer Map



12/1/2020, 2:59:53 PM

▲ Flow Direction Sewer Lines

● Manholes

□ ETJ Parcels

□ Tarboro Street Center Lines

□ Town of Tarboro Limits

1:2,257

0 0.01 0.03 0.05 0.06 mi

0 0.03 0.05 0.1 km

GeoEye, Maxar, Microsoft

ArcGIS Web AppBuilder
Maxar, Microsoft |



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

October 15, 2020

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

Dear Mr. Ainsley:

As discussed per our phone conversation on 10-15-2020, NCDOT does not object to the proposed development of Parcel # 472991574200 to create several lots along W. Northern Boulevard. It is understood by the department that there would be one driveway connection per proposed lot. NCDOT reserves the right to reverse this decision based on any future development in this area that may be proposed and submitted to this office at a time before driveway permits have been issued for each lot developed.

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

Yours very truly,

DocuSigned by:

C740FB82FB18405...
Perry G. Keeter, PE
DISTRICT ENGINEER

Attachment

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION FOUR, DISTRICT ONE OFFICE
14194 NC HWY 903
HALIFAX, NC 27839

Telephone: (252) 583-4230
Fax: (252) 583-1608
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
14194 NC HWY 903
HALIFAX, NC 27839

[illegible]

CERTIFICATION OF OWNERSHIP

DATE	OFFICIAL
DATE	OFFICIAL

CERTIFICATE OF MINOR PLAY APPROVAL

I HEREBY CERTIFY THAT THE MINOR ELECTRONIC BELOW ON THIS PAGE

Reviewed by: _____ DATE: _____

NORTH OFFICE OF INSURANCE COMPANY

CORPORATE HEADQUARTERS

CHIEF OF DEPARTMENT

DATE _____ REVIEW OFFICIAL _____

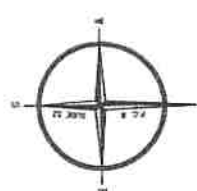
ROBIN W. BRASWELL, RECORDER OF DEEDS

DOI: 10.1002/anie

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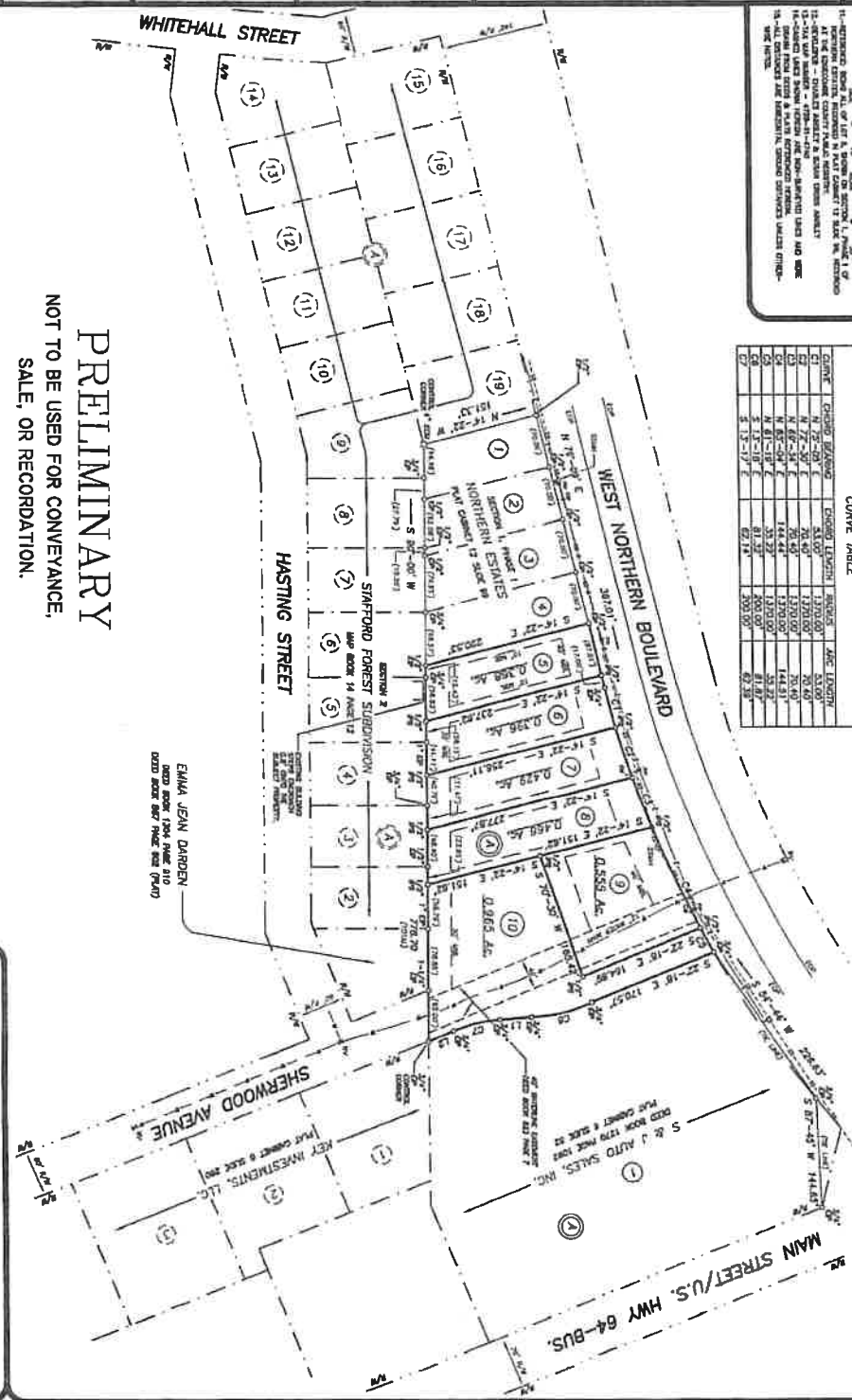
LINE TABLE	
LINE	DISTANCE
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12	5 22' 03" E

CLONE	CHLORO BLASTING	CHLORO LENGTH	BIOMASS	ARC LENGTH
C1	N 75.00° E	24.00'	1,170.00'	53.00'
C2	N 75.00° E	20.00'	1,270.00'	20.00'
C3	N 65.00° E	20.00'	1,370.00'	70.00'
C4	N 65.00° E	20.00'	1,370.00'	144.31'
C5	N 65.00° E	20.00'	1,370.00'	55.72'
C6	N 65.00° E	20.00'	1,370.00'	81.48'
C7	N 65.00° E	20.00'	1,370.00'	62.18'
C8	N 65.00° E	20.00'	1,370.00'	62.18'



LEGEND

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| 71 | MALES | PROVINCIAL | 71 |
| 72 | MALES | PROVINCIAL | 72 |
| 73 | MALES | PROVINCIAL | 73 |
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| 92 | MALES | PROVINCIAL | 92 |
| 93 | MALES | PROVINCIAL | 93 |
| 94 | MALES | PROVINCIAL | 94 |
| 95 | MALES | PROVINCIAL | 95 |
| 96 | MALES | PROVINCIAL | 96 |
| 97 | MALES | PROVINCIAL | 97 |
| 98 | MALES | PROVINCIAL | 98 |
| 99 | MALES | PROVINCIAL | 99 |
| 100 | MALES | PROVINCIAL | 100 |



PRELIMINARY
NOT TO BE USED FOR CONVEYANCE,
SALE, OR RECORDATION.

GRAPHIC SCALE

1 inch = 100 ft

F.B. 36 Pg. 4

410160

DATE BY: TWA

NORTHERN ESTATES

NORTHSTAR DESIGN, INCORPORATED, 1100 W. 17TH ST., CAMDEN, NJ 08102
 SCALE: 1" = 100'
 DATE: NOVEMBER 4, 2020.
DONALD S. HILHORST
 PROFESSIONAL LAND SURVEYOR
 403 S. BARNES STREET
 NEWARK, N.J.
 (202)-468-0017
 (202)-468-0017

**MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL OF THE
TOWN OF TARBORO, HELD AT 7:00 PM ON MONDAY, JANUARY 11, 2021 IN
THE COUNCIL ROOM, TOWN HALL, TARBORO, NORTH CAROLINA**

MEMBERS PRESENT

Mayor Pitt
Councilman Woodard (Zoom)
Councilman Taylor
Councilman Burnette
Councilman Brown
Councilman Jenkins
Councilmember Jordan
Councilmember Bynum
Councilman Mayo

MEMBERS ABSENT

None.

ALSO PRESENT

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

1. MEETING CALLED TO ORDER BY THE MAYOR

2. INVOCATION

Councilman Taylor.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA BY COUNCIL

Agenda approved as presented.

John Jenkins made a motion, which was seconded by Tate Mayo and Passed, Motion.

5. REQUESTS AND PETITIONS OF CITIZENS

None.

6. REPORTS OF BOARDS AND COMMISSIONS

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

Catherine Grimm, Planning Director, provided background information.

Conditional Use Permit #20-01 - Residential Subdivision

Council called for a public hearing.

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

7. TOWN MANAGERS RECOMMENDATIONS

Consent Items

Consent Items approved as presented.

John Jenkins made a motion, which was seconded by Tate Mayo and Passed, Motion.

(1) Approve minutes of the December 14, 2020 regular meeting.

(2) Tax Collector's Report

Action Items

(3) Disposition of Town-owned Property - Confederate Monument

Council voted to donate the Confederate Monument to Fort Branch after reviewing the proposals.

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

(4) Bid Award - Public Safety Software

Council awarded the bid to CentralSquare Technologies for their bid amount of \$184,079.19 and authorized staff to complete the necessary upgrades.

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

(5) Traffic Schedule-Parking

Council adopted a resolution amending the Traffic Schedule.

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

(6) Appointment for February - Tarboro-Edgecombe Airport Authority

No action taken at this time.

(7) Appointment for February - Tarboro-Edgecombe Arts Commission

No action taken at this time.

8. OTHER REPORTS

A. Town Manager

(1) Discussion of Town Council Retreat

Troy Lewis recommended that Council not hold an in-person Council Retreat in 2021. He suggested that staff still prepare information for Council to be discussed

at the March Council Meeting.

Council agreed.

B. Town Attorney

None.

C. Council Members

Councilman Woodard - none.

Councilman Taylor - none.

Councilman Mayo - none.

Councilmember Jordan - asked if the Mayor or Manager had received a response from the Attorney General's office regarding Suddenlink internet service. Troy Lewis, not at this time.

Councilman Jenkins - none.

Councilmember Bynum - none.

Councilman Burnette - none.

Councilman Brown - welcomed everyone back from the holidays.

9. ADJOURNMENT

Meeting adjourned.

John Jenkins made a motion, which was seconded by Tate Mayo and Passed, Motion.



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: 2020 Tax Levy Memo

Date: 2/8/2021

Memo Number: 21-06

The Schedule of 2020 Tax Levy Adjusted as of February 8, 2021, attached hereto, lists the valuation and tax amount of seven (7) after lists and one (1) release. The release has been approved by Edgecombe County Tax Assessor's Office.

It is recommended that Council:

1. Order the Tax Collector be charged with after lists 49 through 55 in the amount of \$7180.35,
2. Enter into the minutes 2020 Tax Levy release number 15 in the amount of \$35.16, and
3. Approve the Schedule of the 2020 Tax Levy Adjusted as of February 8, 2021, in the amount of \$3,485,327.31.

ATTACHMENTS:

Description	Upload Date	Type
2020 Tay Levy Adjustment	2/1/2021	Cover Memo

TOWN OF TARBORO, NORTH CAROLINA
SCHEDULE OF 2020 TAX LEVY
February 8, 2021

VALUATIONS

	Real	Personal	Public Service Companies	Dog Tax	Total	GAP
Balance December 14, 2020	584,297,419	223,296,967	39,174,128	0	846,768,514	4,205,672
After list: 49 - 55	0	1,256,145	0	0	1,256,145	0
Less Releases: 15	0	0	0	0	0	(2,450)
Balance as of February 8, 2021	<u>584,297,419</u>	<u>224,553,112</u>	<u>39,174,128</u>	<u>0</u>	<u>848,024,659</u>	<u>4,203,222</u>

TAX CALCULATIONS

	Real, Personal, & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Dog Tax	Total	GAP
Balance December 14, 2020	3,471,751.63	5,630.33	0.00	765.00	3,478,146.96	7,735.64
After list: 49 - 55	5,150.22	2,030.13	0.00	0.00	7,180.35	0.00
Less Releases: 15	0.00	0.00	0.00	0.00	0.00	(35.16)
Balance as of February 8, 2021	<u>3,476,901.85</u>	<u>7,660.46</u>	<u>0.00</u>	<u>765.00</u>	<u>3,485,327.31</u>	<u>7,700.48</u>

ITEMIZED RELEASES

Rel. No.	Name/Description	Acct. No.	Real, Personal & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Dog Tax	Total	GAP
15	Melissa Jaye Williamson vehicle registered in FL	9258	0.00	0.00	0.00	0.00	0.00	35.16
Total Releases			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35.16</u>

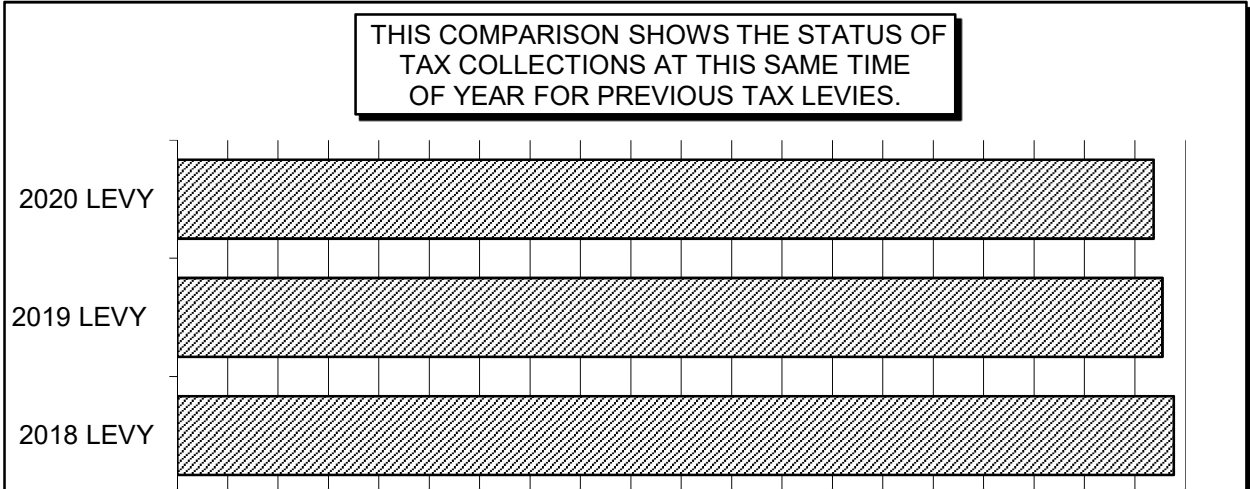
TOWN OF TARBORO, NORTH CAROLINA

TAX COLLECTOR'S REPORT

For the Year Ended January 31, 2021

Levy Year	Current Fiscal Year Charges	COLLECTIONS		Uncollected Balance	Collected Percentage
		This Month	Fiscal Year-To-Date		
2020	3,332,912.81	396,083.92	3,566,382.47	80,839.59	97.56%
2019	107,185.89	3,673.97	48,137.94	59,047.95	98.19%
2018	53,197.48	673.13	23,916.57	29,280.91	99.10%
2017	23,861.41	398.44	5,468.42	18,392.99	99.43%
2016	19,318.84	82.38	3,735.23	15,583.61	99.53%
2015	15,540.44	53.81	2,256.04	13,284.40	99.60%
2014	12,033.85	0.00	1,548.91	10,484.94	99.69%
2013	9,279.68	0.00	929.19	8,350.49	99.76%
2012	7,909.33	61.18	716.89	7,192.44	99.80%
2011	4,969.36	70.06	352.60	4,616.76	99.87%
2010	3,135.46	0.00	337.03	2,798.43	99.91%
Prior	7,776.79	0.00	331.43	7,445.36	-
Subtotal	3,597,121.34	401,096.89	3,654,112.72	257,317.87	
		8,420.37	20,534.47	<== Interest on Taxes	
Net Tax Collections ==>		409,517.26	3,674,647.19		
		0.00	0.00	<== Beer & Wine Licenses	
TOTAL COLLECTED ==>		409,517.26	3,674,647.19		

prepared by: Leslie M. Lunsford, Collector of Revenue





Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Disposition of Town-owned Property - Confederate Monument

Date: 2/8/2021

Memo Number: 21-07

At the January 11, 2021 Town Council Meeting, The Tarboro Town Council voted to convey the Confederate Monument previously located on the Tarboro Town Common to The Fort Branch Battlefield Commission, Inc. Per North Carolina General Statute 160A-279, the attached resolution outlines the terms of the conveyance including restrictions to ensure the Monument continues to be used for a public purpose on private property. Notice of the intent to adopt this Resolution has appeared in the local newspaper.

It is recommended that Council adopt the attached resolution conveying the Confederate Monument to The Fort Branch Battlefield Commission, Inc.

ATTACHMENTS:

Description	Upload Date	Type
Resolution Approving Conveyance of Property to A Nonprofit Organization	2/3/2021	Cover Memo



Resolution Approving Conveyance of Property to A Nonprofit Organization Pursuant to G.S. 160A-279

WHEREAS, the Town of Tarboro owns a statue of a Confederate soldier and memorial stone statue base [hereafter the “Statue”], which after significant and considered public input, the Town Council has determined is no longer appropriate for prominent public display on Town property. Even so, the Town Council recognizes the historic and artistic value of the statue and desires the public to continue to access it on private lands; and

WHEREAS, North Carolina General Statute § 160A-279 authorizes a city or county to convey real or personal property by private sale to a nonprofit corporation if the city or county is authorized by law to appropriate money to the corporation; and

WHEREAS, North Carolina General Statute § 160A-488 authorizes a city or town to “establish and support museums, art galleries, arts centers, arts facilities, and arts programs and may appropriate funds to any such governmental agency, or to any such public or nonprofit private association, corporation or organization for the purpose of establishing and supporting such museums...”; and

WHEREAS, the Town of Tarboro has sought proposals from any interested nonprofit willing to display the Statue and after receiving minimal interest, the Town negotiated with the Fort Branch Battlefield Commission, Inc. [hereafter, Fort Branch] to convey the Statue to Fort Branch, in order that Fort Branch may conserve and display it for public viewing; and

WHEREAS, the Statue will remain available for public use, observation and research because Fort Branch is a publicly accessible but privately funded nonprofit museum and is the historic site of a Confederate river fort at Hamilton, NC, about a thirty minute drive from Tarboro, and the display of Tarboro’s Confederate Statue at the Confederate fort will provide greater historical context to the public in studying the history of the Statue, the fort, and the contributions of the men and women of eastern North Carolina during the Civil War. Additional information about the museum, its conservation of historic artifacts, public events, and activities can be found on their website at: www.fortbranchcivilwarsite.com;

THEREFORE, THE TOWN COUNCIL OF THE TOWN OF TARBORO RESOLVES THAT:

1. The mayor of Tarboro is authorized to execute all documents necessary to convey fee simple defeasible title to the Confederate statue and memorial stone base, the same previously displayed on the Town Common of the Town of Tarboro.

2. The consideration for the conveyance is the following set of conditions, covenants, and restrictions, which shall be incorporated in the bill of sale given by the Town to Fort Branch:

- a. Fort Branch will carefully and respectfully take possession of and remove the statue from the Town’s storage site and transport the Statue to Fort Branch at its own cost, and at no cost or liability to the Town of Tarboro.
- b. Fort Branch agrees to fully indemnify and hold harmless the Town of Tarboro from any damage or injury to person or property proximately caused by the officers, directors, employees, contractors, or other agents of Fort Branch during the removal and transportation of the Statue from Town property.
- c. Fort Branch will preserve, conserve, and maintain the Statue in as good condition as is today and respectfully display the Statue on its property in a manner that it is regularly accessible to the public for viewing and study.
- d. Upon the dissolution of Fort Branch as a nonprofit corporation, or in the event it is no longer able to preserve the Statute or grant access to the Statue to the public **on private**

property, then in such event, Fort Branch agrees to convey the Statue to another nonprofit capable of maintaining the Statute and its continued public display **on private property** at a place regularly accessible by the public **on private property**.

3. The town clerk shall publish a notice summarizing the contents of this resolution, and the property may be sold at any time after 10 days after publication of the notice.

Adopted this the ____ day of _____, 2021.

[Clerk Seal]

Mayor



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Piedmont Natural Gas Rectifier Project Compensation and Easement

Date: 2/8/2021

Memo Number: 21-08

Piedmont Natural Gas is in need of installing cathodic protection, via a Rectifier, for pipes installed throughout town to prevent corrosion and prolong the integrity of their lines. Piedmont requested a permanent 10' X 20' easement within Town of Tarboro right-of-way located at 402 E Baker Street. The majority of installation materials will be below ground with a cabinet above ground that will be minimally intrusive aesthetically to the area.

It is recommended that the Tarboro Town Council approve the attached Compensation Agreement and Easement for Piedmont Natural Gas to install a Rectifier within the Easement Area as described.

ATTACHMENTS:

Description	Upload Date	Type
Piedmont Natural Gas Rectifier Compensation Agreement & Easement	2/3/2021	Cover Memo
Rectifier Location Detail	2/3/2021	Cover Memo
Rectifier Project Location	2/3/2021	Cover Memo

EASEMENT

Prepared by, Record, and
Return To:
Piedmont Natural Gas
c/o Burns & McDonnell
7201 Glen Forest Drive, Suite 100
Richmond, VA 23226

STATE OF NORTH CAROLINA
COUNTY OF EDGECOMBE
PARCEL ID # 473547018600

LINE NO. _____

PROJECT NO. 0228455

THIS "**EASEMENT**" is made and granted as of this ____ day of _____, 20____, from **TOWN OF TARBORO, a North Carolina municipal corporation ("Grantor"**, whether one or more), to **PIEDMONT NATURAL GAS COMPANY, INC.**, a North Carolina corporation ("**Piedmont**").

WHEREAS, Grantor is the owner of, or has an interest in, that property situated in the County of Edgecombe, North Carolina, as more particularly described in the instrument recorded in Book 1702, Page 133, Edgecombe County Registry (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of Seven Hundred and Fifty Dollars (\$750.00) and other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Piedmont, its successors and assigns the following easement(s) and right(s) of way under, upon, over, through, and across the Property, as shown on the survey attached hereto as **Exhibit A** and incorporated herein by reference (the "**Survey**"). For purposes of this EASEMENT, the term "**Easements**" shall refer collectively to all easements described herein and as depicted on the Survey and the term "**Easement Areas**" shall refer collectively to all the easement areas described herein and as depicted on the Survey.

Permanent Easement. A perpetual easement generally 30 feet wide for purposes of constructing, installing, maintaining, operating, repairing, altering, replacing, removing, relocating, inspecting, upgrading, and protecting one or more pipelines (which pipelines shall be underground) and appurtenant facilities (including, without limitation, valves, markers, cathodic protection equipment, and anode beds) for the transportation of natural gas under, upon, over, through, and across that portion of the Property designated "Permanent Easement" on the Survey (the "**Permanent Easement Area**").

Temporary Construction Easement. A temporary right to use the area designated "TCE" on the Survey (the "**TCE Area**") for the purposes of performing construction activities and laying, storing, erecting, parking, and/or protecting any equipment, vehicles, materials, fill, components, parts, and tools associated with the construction of Piedmont's natural gas pipelines and appurtenant facilities for which this temporary construction easement is given, which may or may not be located on the Property. Piedmont shall have the right, but not the obligation, to install temporary fencing around the TCE Area and to exclude all persons, including Grantor, from any fenced portions of the TCE Area.

The temporary construction easement shall terminate upon Piedmont placing all facilities for which this temporary construction easement is given in service and the release of Piedmont from its obligations under all permits issued for construction of such facilities including, without limitation, all sedimentation and erosion control permits. Upon completion of construction and all facilities being placed in service, Piedmont shall restore the TCE Area to substantially the same condition as it existed prior to Piedmont's entry thereon, ordinary wear and tear excepted. The temporary construction easement does not grant Piedmont the right to place any permanent natural gas pipelines or appurtenant facilities in the TCE Area.

Piedmont's Use. Piedmont shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including, without limitation: (1) reasonable access across the Property to and from the Easement Areas, and (2) the right, but not the obligation, to keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage and any trees standing outside the Easement Areas which are substantially likely to fall onto the Easement Areas), buildings, structures, installations, and any other obstructions which unreasonably interfere with the rights granted herein (collectively, "**Obstructions**"). Some or all of the natural gas pipelines and appurtenant facilities (collectively, as described in the Easements granted herein, the "**Facilities**") may be installed now and/or in the future. All Facilities shall be and remain the property of Piedmont and may be removed by it at any time and from time to time.

Grantor's Reservation of Rights. Grantor reserves the right to use the Property and Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with the rules and regulations of the North Carolina Utilities Commission, or any applicable federal, state, or local law, rule, or regulation. Grantor shall obtain written approval from Piedmont prior to making any change in use of the Easement Areas, which approval shall not be unreasonably withheld, conditioned, or delayed. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably interfere with Piedmont's access to or maintenance of the Facilities or the Easement Areas; (2) endanger the

safety of Grantor, Piedmont, the general public, private or personal property, or the Facilities; or (3) install or maintain, or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Piedmont.

Damages. Piedmont shall be responsible for actual physical damage to: (1) the land within the Property and Easement Areas; and (2) improvements and annual crops located on the Property that are not in violation of the terms hereof, provided that such damage must be caused by Piedmont in exercising the rights granted herein, and provided further that a claim is made by Grantor within one hundred and twenty (120) days after such damages are sustained. Piedmont shall restore and level the surface of the Easement Areas to, as nearly as can be reasonably done, the same condition as prior to Piedmont’s use of the Easement Areas. Piedmont shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor’s expense without Grantor’s prior approval or permission.

No Waiver or Additional Representations. The failure by Piedmont to exercise and/or enforce any of the rights, privileges, and Easements herein described shall not be construed as a waiver or abandonment of any such rights, privileges and Easements, and Piedmont thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged by the undersigned that the person securing this grant on behalf of Piedmont is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on Piedmont.

Ownership of the Property. Grantor represents, warrants and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein and that the Property is free from all encumbrances, except for encumbrances of record. Grantor represents it has obtained any necessary approvals from any applicable tenant interests.

To have and to hold said rights, privileges, and Easements unto Piedmont, its affiliates, successors, and assigns. Piedmont, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this EASEMENT, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Piedmont, for the uses and purposes expressly stated herein. This EASEMENT shall run with the land and inure to the benefit of and be binding upon Grantor, Piedmont and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this EASEMENT has been signed under seal by Grantor, as of the date first above written.

**GRANTOR:
TOWN OF TARBORO**

Joseph Pitt, Mayor, Town of Tarboro

Attest:

Leslie Lunsford, Clerk

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for _____ County, _____, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the Town Clerk of the Town of Tarboro, a municipal corporation of the state of North Carolina, and that by authority duly given and as the act of said municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its Town Clerk.

Witness my hand and official seal this the ____ day of _____, 20____.

[NOTARY SEAL]

_____ Sign

_____ Print

My commission expires: _____



Total Compensation Agreement for Permanent Easement(s), Temporary Easement(s), and/or Damages (“Agreement”)

Piedmont Natural Gas Company, Inc. ("Piedmont")

Project Name:

Distribution Section 07

Project Number:

0228455

Project Tract #:

002

Consideration:

\$1,000

Landowner:

Town of Tarboro

% Ownership:

100.00%

Pay to the Order of:

Town of Tarboro

Deliver Check To:

Town of Tarboro

Phone: 252-908-4675

PO Box 220

Tarboro, NC 27886

Phone: _____

In consideration of the right(s) of way and/or easement(s) dated _____, 20__ (collectively, "Easement") granted by Landowner to Piedmont, Piedmont agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")		
PERMANENT (G662)		
	Acres	%FMV
Permanent Easement Area		\$750
Perm. Access Easement Area		\$0
USSE Area		\$0
Flare Site Easement Area		\$0
PERMANENT TOTAL		\$750
TEMPORARY (G663)		
	Acres	%FMV
TCE Area		\$250
Temp. Access Easement Area		\$0
TEMPORARY TOTAL		\$250
CROP DAMAGES (G656)		
SELECT ONE:		
<input type="checkbox"/> Anticipated Damages		<input type="checkbox"/> Post-Construction Damages
	Type	Acres
	Yield per Acre	Price per Yield Unit
Crops		\$0
Timber		\$0
CROP DAMAGE TOTAL		\$0
DAMAGES (G656)		
SELECT ONE:		
<input type="checkbox"/> Anticipated Damages		<input type="checkbox"/> Post-Construction Damages
Detailed Description of Damages		
DAMAGES TOTAL		\$0
GRAND TOTAL		\$1,000

Landowner agrees that all terms, provisions, and conditions of this Agreement and the Easement are and shall remain confidential and Landowner agrees not to disclose any such terms, provisions or conditions to any person or entity. Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Easement and any damages, including crops and timber, described above. Landowner understands that trees, shrubs, crops and other landscaping Piedmont removes from the Easement Areas will not be restored or replaced upon completion of its activities on Landowner's property. This Agreement shall be governed by North Carolina law.

Landowner:

Date:

_____ (SIGN)

Joseph W. Pitt, Mayor _____ (PRINT)

_____ (SIGN)

Leslie Lunsford, Clerk _____ (PRINT)

Land Agent:

_____ (SIGN)

_____ (PRINT)

903

410

402

NORTH EAST CORNER
NEAR PROPERTY LINE
ABOVE GROUND POWER
STANDARD POLE AND UTILITY

DRILL MUD TO BE REMOVED
FROM SITE



RECTIFIER SITE
DEEP WELL SITE

10 X 20 PERM
EASEMENT

David St

St Davi

St

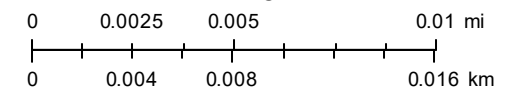


PIN: 473847018600
OWNER: TOWN OF TARBORO
ADDRESS: P O BOX 220
CITY: TARBORO
STATE: NC
ZIP: 27886
LOCATION: 402 E BAKER ST
PROPERTY DESCRIPTION:
400-02 E BAKER ST
DEED DATE: 10/16/2019
SALE PRICE: \$14,500
DEED LOC: 1702/0133
ACCOUNT: 208942
ACREAGE:
LAND VALUE: \$10,000
BLDG VAL: \$70,231
NET VALUE: \$80,231
DEFERRED: \$0
SUBDIVISION:
TAX CODES: C01
ZONING:

Edgecombe County

September 25, 2020

1 inch = 25 feet





Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Amend Contract - Auditing Services

Date: 2/8/2021

Memo Number: 21-09

Due to the COVID-19 pandemic, there was a delay in initiating the Town's annual audit. Further, Town's auditors have chosen to perform all work remotely, which has resulted in a further delay.

The previous contract was extended by the Local Government Commission, until January 31, 2021, and as our report was not submitted by that time, an amended contract is required. The requested amendment extends the completion date until February 28, 2021.

It is recommended that Town Council approve the amended audit contract with Flowers & Stanley, LLP.

ATTACHMENTS:

Description	Upload Date	Type
Amended Contract - Auditing Services	2/2/2021	Backup Material

Whereas	Primary Government Unit TOWN OF TARBORO
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor FLOWERS & STANLEY, LLP

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

for	Fiscal Year Ending 06/30/20	and originally due on	Audit Report Due Date 10/31/20
-----	--------------------------------	-----------------------	-----------------------------------

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

☒ Modification to due date:

Original due date 10/31/20	Modified due date 02/28/21
Original fee	Modified fee

☐ Modification to fee:

EXPLANATION OF MODIFIED CONTRACT TERMS

Please provide an explanation for the modification to due date and/or fees.

Amendment of due date is required due to Covid issues both with Town and Auditor which prevented normal preliminary audit & normal onsite procedures for the year. That and this being the first year audit for this auditor with this unit additional audit time is necessary.

If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years.

Without Covid restrictions, in subsequent years audit completion and reporting should be timely.

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

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* FLOWERS & STANLEY, LLP	
Authorized Firm Representative* (typed or printed) MICHAEL L STANLEY, CPA	Signature* 
Date* 02/02/21	Email Address mike@tarborocpa.com

GOVERNMENTAL UNIT

Governmental Unit* TOWN OF TARBORO	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed) JOE W. PITT, MAYOR	Signature*
Date	Email Address MAYOR@tarboro-NC.com

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for charter schools or hospitals)

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

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

Primary Governmental Unit Finance Officer* ANNE MANN	Signature*
Date of Pre-Audit Certificate*	Email Address* ANNEMANN@tarboro-NC.com

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved Amended Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

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

DPCU – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for charter schools or hospitals)

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

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

DPCU Finance Officer (typed or printed) N/A	Signature
Date of Pre-Audit Certificate	Email Address



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: CDBG-NR Bid Award

Date: 2/8/2021

Memo Number: 21-10

Previously Council approved contractors for the CDBG-NR housing grant project. The approved contractor for the Bradley Avenue house felt they would be unable to proceed in timely manner with their subcontractors, and decided to responsibly rescind their bid prior to beginning the project.

It is therefore necessary to award the bid to the next lowest bidder for this project. The revised bid award summary is attached, and there is sufficient funding in the CDBG-NR budget.

It is recommended that Council approve the new contract award to B&B Construction, the new low bidder for the Bradley Avenue project.

ATTACHMENTS:

Description	Upload Date	Type
Award Summary	2/3/2021	Backup Material

Holland Consulting Planners, Inc.
Award Recommendation

Project: <u>Town of Tarboro CDBG-NR</u>		Bid Opening Date <u>5/21/2020</u>			
Case File #	Occupant/Address	Actual Bid (Tabulated)	Contractor	Recommended Award (X)	Comments
1	Randolph - 617 Martin Luther King Jr. Drive, Tarboro, NC	\$88,600.00	Gilbert Everett Builder, Inc.		Low bidder
		NO BID	Hope Restorations, Inc.		
		\$70,300.00	B&B Construction of Chocowinity		
		\$101,690.00	Moore Design Build, LLC		
		\$62,555.00	Robert Strickland Construction, LLC	X	
		\$64,200.00	Paul Woolard Construction, Inc.		
3	Roberts - 1107 Elm Street, Tarboro, NC	\$78,700.00	Gilbert Everett Builder, Inc.		Low bidder
		NO BID	Hope Restorations, Inc.		
		\$45,950.00	B&B Construction of Chocowinity		
		\$82,125.00	Moore Design Build, LLC		
		\$42,500.00	Robert Strickland Construction, LLC	X	
		\$53,200.00	Paul Woolard Construction, Inc.		
4	Johnson - 811 Elm Street, Tarboro, NC	\$97,100.00	Gilbert Everett Builder, Inc.		Low bidder
		NO BID	Hope Restorations, Inc.		
		\$90,425.00	B&B Construction of Chocowinity		
		\$122,645.00	Moore Design Build, LLC		
		\$85,123.00	Robert Strickland Construction, LLC	X	
		\$103,361.00	Paul Woolard Construction, Inc.		

Holland Consulting Planners, Inc.
Award Recommendation

Project: <u>Town of Tarboro CDBG-NR</u>		Bid Opening Date <u>5/21/2020</u>			
Case File #	Occupant/Address	Actual Bid (Tabulated)	Contractor	Recommended Award (X)	Comments
5	Carr - 807 Bradley Avenue, Tarboro, NC	\$161,500.00	Gilbert Everett Builder, Inc.		Low bidder
		\$135,540.00	Hope Restorations, Inc.	Bid Rescinded	
		\$143,900.00	B&B Construction of Chocowinity	X	
		\$167,000.00	Moore Design Build, LLC		
		NO BID	Robert Strickland Construction, LLC		
		\$144,160.00	Paul Woolard Construction, Inc.		
7	Gomez - 809 West St. James Street, Tarboro, NC	\$223,930.00	Gilbert Everett Builder, Inc.		Low bidder
		\$194,005.00	Hope Restorations, Inc.		
		\$280,000.00	B&B Construction of Chocowinity		
		\$219,900.00	Moore Design Build, LLC		
		NO BID	Robert Strickland Construction, LLC		
		\$176,140.00	Paul Woolard Construction, Inc.	X	



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Budget Amendment - Insurance Claim

Date: 2/8/2021

Memo Number: 21-11

On July 28, 2020, the Wastewater Treatment Plant received extensive roof damage due to high winds associated with a severe thunderstorm. The related damage was covered by the Town's property insurance policy, and the necessary repairs totaled approximately \$45,935. In order to properly appropriate the insurance proceeds, a budget amendment is needed.

It is recommended that Council adopt the attached budget resolution.

ATTACHMENTS:

Description	Upload Date	Type
Insurance Claim	2/2/2021	Backup Material
Budget Amendment - Insurance Claim	2/2/2021	Budget Amendment

PL-P-62079-2020

POLICY NO.

7/1/2020 - 7/1/2021

POLICY TERM

\$108,056,600.00

AMT OF BLDG COV AT TIME OF
LOSS**SWORN STATEMENT IN
PROOF OF LOSS**

3200099093

INS CLAIM NO.

AGENT

AGENCY AT

TO

At time of loss, by above indicated policy of insurance, you insured the interest of
Town of Tarboro % Robin Keen; PO Box 220; Tarboro, NC 27886against loss by to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments
attached thereto.TIME AND ORIGIN A Wind Damage loss occurred about the hour of _____ o'clock _____
on the 28 day of July, 2020. The cause of the said loss was:OCCUPANCY The premises described, or containing the property described, was occupied at the time of the loss as follows, and for no other
purpose whatever:

INTEREST No other person or persons had any interest therein or encumbrance thereon except:

1. FULL AMOUNT OF INSURANCE applicable to the property for which claim is presented is	\$108,056,600.00
2. ACTUAL CASH VALUE of building structures	\$0.00
3. ADD ACTUAL CASH VALUE OF CONTENTS of personal property insured	\$0.00
4. ACTUAL CASH VALUE OF ALL PROPERTY	\$0.00
5. FULL COST OF REPAIR OR REPLACEMENT (Building and Contents).....	\$45,935.00
6. LESS APPLICABLE DEPRECIATION	\$0.00
7. ACTUAL CASH VALUE LOSS is	\$45,935.00
8. LESS DEDUCTIBLES	\$2,500.00
9. NET AMOUNT CLAIMED under above numbered policy is	\$43,435.00

The said loss did not originate by any act, design or procurement on the part of your insured, nothing has been done by or with the privity or consent of your insured to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said insurer as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

Subrogation - To the extent of the payment made or advanced under this policy; the insured hereby assigns, transfers and sets over the insurer all rights, claims or interest that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or advanced. He also hereby authorizes the insurer to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who may be liable in damages to the insured with respect to the claim being made herein.

The furnishing of this blank or the preparation of proofs by a representative of the above insurer is not a waiver of any of its rights.

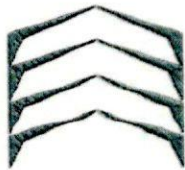
I declare under penalty of perjury that the information contained in the foregoing is true and correct to the best of my knowledge and belief.

Executed this 29th day of January, 20 21

Name

Jason Nichols
Deborah J. Winslow, Notary

My Commission Expires: November 28, 2024



NASHCO INC.

— Steel Buildings —

Commercial
Industrial
Agricultural

1801 Anaconda Road
P.O. Box 1320
Tarboro, NC 27886
252.823.8071 (t)
252.823.6506 (f)
phillip@nashco.biz

January 27, 2021

Town Of Tarboro: Mr. Chris League

RE: Water Treatment Plant Roof Repairs

Garage building:

Demo shingles, felt paper and drip edge.
Replace roof system and eave trim
Replace facial boards and cover with PVC trim coil
Total price: \$13,467.00

Hoist building:

Demo shingles, felt paper and drip edge.
Replace roof system and eave trim
Replace facial boards and cover with PVC trim coil
Total price: \$7,000.00

Little building:

Demo shingles, felt paper and drip edge.
Replace roof system and eave trim
Replace facial boards and cover with trim coil
Total price: \$4,934.00

Pump House building:

Demo shingles, felt paper and drip edge.
Replace roof system and eave trim
Replace facial boards and cover with trim coil
Total price: \$4,934.00

Raw Intake Reroof:

Demo shingles, felt paper and drip edge;
Replace roof system and eave trim;
Replace damaged 1/4" plywood soffit; (2 sheets)
Re-prime and paint fascial boards;
Total Price: \$8,200.00

Building Continue:

Plant Tank Cover:

Demo existing roof system, framing, post and haul off

Install new 6" X 6" treated post and pour concrete footings around post

Frame new cover with 2" X 8" treated ridge board and 2" X 6" treated rafters;

Install 1/2" treated plywood on rafter;

Replace roof system and eave trim


Install T-111 siding on the gable ends;

Total Price: \$7,400.00

- All trash to be cleaned up and hauled off
- Price includes labor, materials, equipment, general liability and workers comp insurance to professionally complete the above-described project;
- Price does not include aprons, retaining walls, parking, or any work not specifically included here.

Applications for payment will be made on a standard company invoice. Builder retains the right to stop work if any invoice is not paid within 15 days of being mailed. Invoices are due when mailed and interest at a rate of 1.5% per month will be added 30 days after date of invoice. Buyer is responsible for any and all legal fees that builder may incur attempting to recover any late or unpaid invoices. Builder must be paid in full before the building can be occupied.

Signatures below indicate an agreement between the parties to begin work according to the terms and conditions of this proposal:

 OWNER/AGENT	1-29-21 DATE
Philip will follow up with a P.O.	
OWNER/AGENT	DATE
NASHCO, INC.	DATE

BUDGET RESOLUTION

TOWN COUNCIL OF THE TOWN OF TARBORO

February 8, 2021

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the 2020-2021 Fiscal Year Budget be amended by amending Revenue and Expenditure line items as follows:

<i>Account Number</i>	<i>Account Name</i>	<i>Current Budget</i>		<i>Amount of Change</i>		<i>Revised Budget</i>
REVENUES						
31-3200-0100	CARES Act - Coronavirus Relief Funds	1,000	+	43,435	=	44,435
EXPENDITURES						
31-7130-7300	Capital Outlay - Improvements	21,000	+	43,435	=	64,435

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: Appointment for February - Tarboro-Edgecombe Airport Authority

Date: 2/8/2021

Memo Number: 21-12

The (5) five year term for Anthony Edwards expired in February. Mr. Edwards has decided to no longer serve on this board.

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



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Appointment for February - Tarboro-Edgecombe Arts Commission

Date: 2/8/2021

Memo Number: 21-13

At December's meeting, Council voted to enter into an Interlocal Agreement with Edgecombe County to create the Tarboro-Edgecombe Arts Commission. The Tarboro Town Council will need to appoint (6) individuals who live in the Town of Tarboro as appointees to the Board of Directors. One of the Town's appointments shall be a current member of the Board of Directors of the Blount-Bridger's House/Hobson Pittman Memorial Gallery Foundation, Inc..

The Blount-Bridger's House/Hobson Pittman Gallery Foundation has recommended Brandon Bunn, a current member, for appointment to the Board. His application is attached.

It is recommended that Council appoint (6) individuals to the Tarboro-Edgecombe Arts Commission at the February Council meeting..

ATTACHMENTS:

Description	Upload Date	Type
Bunn Application	2/2/2021	Backup Material



Town of Tarboro

Application for Boards and Commissions

Please print or type the following information:

Name: BRANDON BUNN Daytime Telephone: (252) 469-2661
Address: 1100 NORTH MAIN STREET Ward: _____ Zip Code: 27886
Email: JBRANDONBUNN@GMAIL.COM
Length of Residence in Tarboro: 25 YEARS

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

ARTS COMMISSION
Why would you like to serve? SYNERGY WITH BLOUNT BRIDGERS FOUNDATION
AND COMMUNITY SERVICE

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

EXPERTISE IN DIGITAL TECHNOLOGY, SOCIAL MEDIA, COMMERCE,
AND FINANCIAL STRATEGY FROM 22 YEARS AT IBM

Community Activities: BLOUNT BRIDGERS HOUSE, CHORAL SOCIETY

Employment History: 22 YEARS WITH IBM, 4 YEARS AT EDGEcombe MEMORIAL
LIBRARY!

Education: TARBORO HIGH SCHOOL, UNC-A, BOSTON COLLEGE (EXCEL EDUC)
HARVARD BUSINESS SCHOOL (EXCEL EDUCATION)

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

BLOUNT BRIDGERS HOUSE, TARBORO CHORAL SOCIETY

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: Brandon Bunn Date: 1/28/2021

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