
AGENDA
TOWN COUNCIL OF THE TOWN OF TARBORO, NC
REGULAR MEETING HELD AT 7:00 PM, MONDAY, MAY 11, 2020
IN THE COUNCIL ROOM, TOWN HALL, TARBORO, NC

1. MEETING CALLED TO ORDER BY THE MAYOR

PLEASE TURN CELL PHONES OFF

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA BY COUNCIL

5. REQUESTS AND PETITIONS OF CITIZENS

(Five minute time limit per person)

6. REPORTS OF BOARDS AND COMMISSIONS

- (1) The Planning Director will present the annual report for the Planning Board and Zoning Commission and the Historic District Commission.

7. TOWN MANAGERS RECOMMENDATIONS

Consent Items

- (1) Approve minutes of the April 13, 2020 regular meeting.
(2) Tax Collector's Report
(3) Budget Transfers

Action Items

- (4) Utilities - Annual Charge Off of Uncollectable Bills
(5) Minimum Housing Standards - 910 Martin Luther King, Jr. Drive
(6) One North Carolina Fund - Sara Lee Expansion
(7) Residential Dev. Incentive Program - Cambridge Commons Phase II Agreement

8. OTHER REPORTS

A. Town Manager

- (1) Town Council Budget Work Sessions - May 18th & 19th

B. Town Attorney

C. Council Members

9. ADJOURNMENT

JOINT ANNUAL REPORT
 TARBORO PLANNING BOARD AND ZONING COMMISSION
 AND THE DEVELOPMENT REVIEW COMMITTEE
 SUMMARY AND DATES OF FINAL ACTIONS
 ON LAND DEVELOPMENT RELATED MATTERS
 MAY 2020

From May 1, 2019 through April 30, 2020, the Planning Board and Zoning Commission reviewed 3 planning and zoning related matters.

PLANNING BOARD AND ZONING COMMISSION SUMMARY

This Year

 1 Zoning Map Amendment Requests
 Text Amendment Requests
 2 Conditional Use Permit Requests (Major Subdivisions)
 Special Use Permit Requests
 Major Subdivision Review
 Total

DEVELOPMENT REVIEW COMMITTEE SUMMARY

This Year

 2 Minor Subdivision 4 Major Site Plans
 69 Zoning Permit Total

Total Valuation: \$ 12,688,503

Submitted by:

Planning Board Members

<u>Name</u>	<u>Ward</u>
Robert Farmer	1
Donald Caudle	2
Rick Norville	3
Daniel Crandol	4
Dickie Guill, Vice Chairman	5
James T. Willoughby, Chairman	6
Elbert Dickens	7
David Gammons	8
LeShaun Jenkins	At-Large
Chris Cumpata	ETJ

Development Review Committee

Troy Lewis	Town Manager
Catherine Grimm	Planning Director
James Willoughby	Planning Board Chairman
Brian Mustard	Director of Electric Department
Lee Bell, Jr.	Fire Chief
Jesse Webb	Police Chief
Jason Nichols	Director of Public Works
Travis Stigge	Director of Parks and Recreation
Alan Davis	Building Inspector
Chad Hinton	Town Attorney

ANNUAL REPORT
TARBORO PLANNING BOARD AND ZONING COMMISSION
May 2019 – April 2020

1. Conditional Use Permit #19-02 – Baker Street Extension

At its 12-16-19 regular meeting, the Planning Board reviewed an application submitted by Anderson & Company to pursue mining/quarrying operations, including on-site sale of products on 65.84 acres located on the west side of Baker Street between Daniel Street and MLK, Jr. Drive. The frontage is approximately 3,600 feet and the depth is 1000 feet. Land is zoned AR-20. Council held a public hearing and approved the application at its 2-10-20 meeting.

2. Zoning Map Amendment #19-02 – AR-20 to I-2

At its 12-16-19 regular meeting, the Planning Board reviewed an application submitted by Anderson & Company to rezone 65.84 acres (Parcel# 473983777300) located on Baker Street Extension near the intersection of Daniel Street, from AR-20 (Residential District) to I-2 (Industrial District). Council held a public hearing and approved the application at its 2-10-20 meeting.

3. Conditional Use Permit #19-01 – Industrial Parkway

At its 9-16-19 and 2-17-20 regular meetings, the Planning Board reviewed an application submitted by Steve Newcombe to subdivide 14.37 acres into a major subdivision with residential lots on the west side of Industrial Parkway between Westchester Drive and Western Boulevard. The frontage is approximately 880 feet. Land is zoned RA-8. Council held a public hearing and approved the application at its 4-13-20 meeting.

**ANNUAL REPORT
TARBORO HISTORIC DISTRICT COMMISSION
MAY 1, 2019 – APRIL 30, 2020**

I. APPLICATIONS FOR CERTIFICATE OF APPROPRIATENESS APPROVED

5-17-19	1206 St. Patrick Street	To install a 10' x 15' 8" concrete patio.
5-17-19	108 W. Philips Street	To demolish and replace the existing fence.
6-21-19	115 W. Philips Street	To add a 6' extension to the existing shed in the back yard.
6-21-19	1203 St. Patrick Street	To replace the existing tin roof with new dark blue, 29 gauge aluminum siding.
7-19-19	905 N. Main Street	To replace slate roof and metal in-kind where appropriate.
8-15-19	304 E. St. James Street	To construct a 6' flush wooden slat fence with a simple top profile.
12-20-19	211 E. St. James Street	To repair/replace the doors of the church.
12-20-19	104 E. Philips Street	To fence in a section off the back of the house to be limited in view from the front yard.

II. APPLICATION(S) FOR CERTIFICATE OF APPROPRIATENESS DENIED

11-21-19	108 E. Park Avenue	To install solar panels to the roof of the house.
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III. Historic District Commission Members

Frank Allen
Susan Bamann
Megan Funk
Eugene Muse
Brent Nash, Jr.
Brenda Ridgeway
John Walker

MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF TARBORO, HELD AT 7:00 PM ON MONDAY, APRIL 13, 2020 IN THE COUNCIL ROOM, TOWN HALL, TARBORO, NORTH CAROLINA

MEMBERS PRESENT

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

MEMBERS ABSENT

ALSO PRESENT

Troy Lewis, Town Manager
Leslie Lunsford, Town Clerk (Zoom)
Chad Hinton, Town Attorney (Zoom)

1. MEETING CALLED TO ORDER BY THE MAYOR

2. INVOCATION

Councilman Taylor.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA BY COUNCIL

Agenda approved as presented.

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

5. REQUESTS AND PETITIONS OF CITIZENS

John Walker, 1303 Main Street (read by Town Manager, Troy Lewis) - Mr. Walker expressed concerns with excessive speeding on Main Street.

6. MATTERS SCHEDULED FOR PUBLIC HEARING

Conditional Use Permit 19-01 - Industrial Parkway - to consider an application from Steve Newcombe to subdivide 14.37 acres into a major subdivision with residential lots on the west side of Industrial Parkway between Westchester Drive and Western Boulevard.

The Mayor declared the public hearing open.

Catherine Grimm provided background information.

Councilman Jenkins spoke against Conditional Use Permit 19-01

John Newcombe and Susan Blanton spoke in favor of Conditional Use Permit 19-01

Everyone having had an opportunity to be heard, the Mayor declared the public hearing closed.

Council:

Councilman Brown made a motion, which was seconded by Councilman Mayo and passed unanimously that Council considered the Conditional Use Permit application complete.

Councilman Brown made a motion, which was seconded by Councilmember Jordan and passed unanimously that Council considered the application complied with all applicable requirements of the land-use ordinance.

Councilman Brown made a motion, which was seconded by Councilman Taylor and passed by a 7 to 1 vote that Council grant the application with no conditions. Councilmembers Woodard, Taylor, Burnette, Brown, Jordan, Bynum and Mayo voted for the motion. Councilman Jenkins voted against the motion.

7. REPORTS OF BOARDS AND COMMISSIONS

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

Planning Board and Zoning Commission Report presented by Catherine Grimm, Planning Director.

Council called for a public hearing to approve the revised copy of the UDO as presented.

Leo Taylor made a motion, which was seconded by Tate Mayo and Passed, Motion.

8. TOWN MANAGERS RECOMMENDATIONS

Consent Items

Consent Items approved as presented.

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

- (1) Approve minutes of the March 9, 2020 regular meeting and the March 24, 2020 emergency meeting.
- (2) 2019 Tax Levy Memo
- (3) Tax Collector's Report

Action Items

(4) Budget Amendment - Insurance Claims

Council adopted the budget resolution for insurance claims.
Leo Taylor made a motion, which was seconded by Deborah Jordan and Passed,
Motion.

(5) Budget Amendment - Refunded Fees

Council adopted the budget resolution for refunded fees.
Deborah Jordan made a motion, which was seconded by Leo Taylor and Passed,
Motion.

(6) Bid Award - Fire Pumper

Council awarded the bid to Fire Connections Incorporated and authorized staff to equip the base model and execute a contract not to exceed \$550,000, as budgeted for FY 2019-2020. A bid tabulation is listed below:

Select Custom Apparatus: Spartan/Toyne \$485,869

Fire Connections: E-One \$486,800

CW Williams: Rosenbauer \$499,455

Atlantic Emergency Solutions: Pierce No Response

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

(7) Utility Easement Agreement - Carolina Telephone and Telegraph, LLC D/B/A CenturyLink

Council authorized the appropriate Town officials to sign the easement and decide if there will be a fee for this agreement.
Leo Taylor made a motion, which was seconded by John Jenkins and Passed,
Motion.

(8) Appointment - Planning Board

Council appointed David Gammons to fill the existing vacancy on the Planning Board.
Leo Taylor made a motion, which was seconded by Tate Mayo and Passed, Motion.

(9) Appointment - Tarboro-Edgecombe Airport Authority

Council appointed Steve Brittain, pending the submission of his application, to fill the existing vacancy.
John Jenkins made a motion, which was seconded by Leo Taylor and Passed,
Motion.

9. OTHER REPORTS

A. Town Manager

Troy Lewis thanked Council for cooperating with recent changes due to COVID-19.

He also informed Council that it was Lineman Appreciation Day and Telecommunicators Week.

B. Town Attorney

None.

C. Council Members

Councilman Woodard - offered encouragement to Council and staff during difficult times due to COVID-19.

Councilman Taylor - continued to express concerns regarding speeding on Pine Street, he thanked the Police Department for continuing to monitor the area. Councilman Taylor also thanked the Electric Department for recent mutual aid in Scotland Neck. He also encouraged shopping local.

Councilman Mayo - thanked Police Chief Webb for quick response time on a recent dirt bike call, the Planning Department and Mr. Brittain and Mr. Gammons for their willingness to serve on the Airport Authority and Planning Board.

Councilmember Jordan - mentioned concerns regarding street repair at the corner of Panola Street and Lloyd Street and Lloyd Street and Bradley Avenue. She also thanked the Police Department for addressing some of her recent concerns. Councilmember Jordan expressed the new for improved internet providers in the area.

Councilman Jenkins - none.

Councilmember Bynum - asked Police Chief Webb how social distancing practices were going in Tarboro.

Councilman Burnette - none.

Councilman Brown - encouraged everyone to shop local businesses when COVID-19 Shelter in Place order is lifted. He also expressed appreciation for Electric Linemen and the Tree Crew for keeping lines cleared.

10. ADJOURNMENT

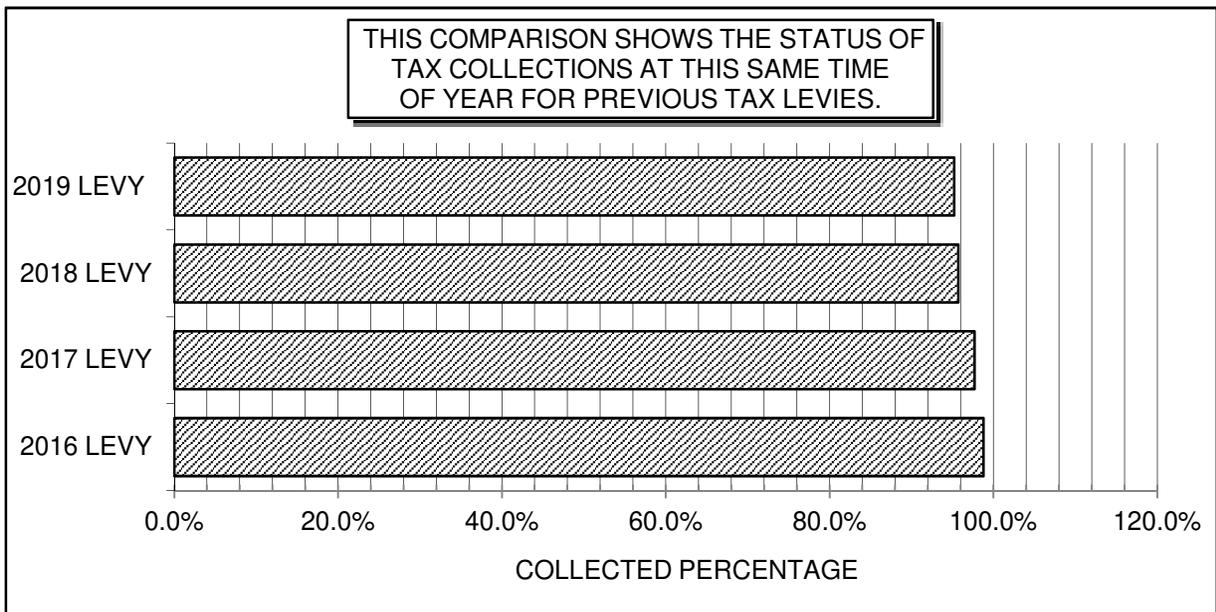
Meeting adjourned.

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

TOWN OF TARBORO, NORTH CAROLINA
TAX COLLECTOR'S REPORT
For the Year Ended April 30, 2020

Levy Year	Current Fiscal Year Charges	<u>COLLECTIONS</u>			
		This Month	Fiscal Year-To-Date	Uncollected Balance	Collected Percentage
2019	3,402,921.30	5,920.42	3,263,646.10	151,516.10	95.22%
2018	118,783.81	344.57	72,754.53	46,029.28	98.59%
2017	39,121.34	335.81	13,247.62	25,873.72	99.20%
2016	27,200.68	116.63	6,441.10	20,759.58	99.37%
2015	22,038.29	116.75	5,889.99	16,148.30	99.52%
2014	15,446.54	80.17	2,780.70	12,665.84	99.63%
2013	11,606.09	0.00	2,068.66	9,537.43	99.73%
2012	10,342.53	0.00	1,883.29	8,459.24	99.76%
2011	6,552.14	76.41	1,297.51	5,254.63	99.85%
2010	4,251.40	0.00	909.38	3,342.02	99.90%
Prior	11,421.38	0.00	4,029.35	7,392.03	-
Subtotal	<u>3,669,685.50</u>	<u>6,990.76</u>	<u>3,374,948.23</u>	<u>306,978.17</u>	
		<u>2,124.40</u>	<u>27,785.90</u>	<== Interest on Taxes	
Net Tax Collections ==>		9,115.16	3,402,734.13		
		0.00	0.00	<== Privilege Licenses	
		0.00	0.00	<== Electronic Gaming	
		<u>190.00</u>	<u>190.00</u>	<== Beer & Wine Licenses	
TOTAL COLLECTED ==>		<u>9,305.16</u>	<u>3,402,924.13</u>		

prepared by: Leslie M. Lunsford, Collector of Revenue



To: Troy Lewis, Town Manager

From: Anne Mann, Finance Director

Date: May 7, 2020

Re: Reallocation of Departmental Appropriations



In accordance with Section 8 of the FY 2019-2020 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 2019-2020 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 following pages for presentation to Town Council.

Account Id	Description	Previous Budget	Budget Transfer	Modified Budget
10-4260-3150	PW / Bldgs & Grounds / Capital Outlay - Improvem	112,670.00	-4,600.00	108,070.00
10-4260-3300	PW / Bldgs & Grounds / Maint & Repair - P & R	20,000.00	4,600.00	24,600.00
10-4310-5300	Police / Dues & Subscriptions	12,000.00	-4,000.00	8,000.00
10-4310-3600	Police / Uniforms	29,457.00	-6,000.00	23,457.00
10-4310-1600	Police / Maintenance and Repair	45,000.00	-18,000.00	27,000.00
10-4310-3300	Police / Dept Supplies	44,528.00	28,000.00	72,528.00
10-4340-3100	Fire / Travel & Training	14,000.00	-1,500.00	12,500.00
10-4340-5300	Fire / Dues and Subscriptions	2,500.00	1,500.00	4,000.00
10-4900-3150	Planning / Demolition	110,000.00	-10,000.00	100,000.00
10-6120-7400	Parks & Rec / Capital Outlay - Equipment	70,000.00	10,000.00	80,000.00
10-6120-1110	Parks & Rec / Overtime	14,500.00	-5,000.00	9,500.00
10-6120-1500	Parks & Rec / Maintenance & Repair	50,000.00	-3,000.00	47,000.00
10-6120-3300	Parks & Rec / Dept Supplies & Materials	35,000.00	-5,000.00	30,000.00
10-6120-7300	Parks & Rec / Capital Outlay - Improvements	10,000.00	13,000.00	23,000.00
19-4525-4300	Powell Bill / Professional Services	16,500.00	-11,453.00	5,047.00
19-4525-4500	Powell Bill / Contracted Services	100,000.00	11,453.00	111,453.00
30-7200-4300	Electric / Professional Services	30,000.00	-1,200.00	28,800.00
30-7200-5300	Electric / Dues & Subscriptions	18,000.00	1,200.00	19,200.00
30-7200-4300	Electric / Professional Services	28,800.00	-25,000.00	3,800.00
30-7210-9200	Electric / Maintenance - Substations	98,985.00	-20,000.00	78,985.00
30-7210-7311	Electric / Capital Outlay - Improvements Overhead	100,000.00	25,000.00	125,000.00
30-7210-1511	Electric / Maintenance - Overhead	100,000.00	20,000.00	120,000.00
		<u>1,061,940.00</u>	<u>0.00</u>	<u>1,061,940.00</u>



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Utilities - Annual Charge Off of Uncollectable Bills

Date: 5/11/2020

Memo Number: 20-28

Each year, Council is requested to charge off uncollectable utility bills from the previous calendar year. All unpaid accounts that were disconnected prior to January 1, 2020 are being charged off.

All bills charged off are placed in an inactive file for accounting purposes. Efforts do not cease to collect these accounts, however. In the past twelve months \$8,605.08 was collected on previously charged-off accounts. The inactive file is checked each time a customer applies for utility service to see if he/she owes a previous bill. The Town participates in the NC Department of Revenue's Debt Setoff Program. Of the total being charged off, debts amounting to \$40,666.97 are already in the Debt Setoff Program. A diligent effort will continue to be made to locate and collect the accounts being charged off.

The following is a summary of the utility bills which Council is being requested to charge off for 2019:

\$138,866.87	amount of uncollected bills (196 accounts)
\$31,966.77	less utility deposits applied (116 deposits)
\$106,900.10	amount to be charged off

Of the total amount Council is being requested to charge off for 2019, \$106,900.10 the following is a breakdown of services:

\$84,845.58	Electric Charge Off
6,698.79	Water Charge Off
8,268.23	Sewer Charge Off
7,087.50	Misc. Charge Off
\$106,900.10	Total amount to be charged off

ATTACHMENTS:

Description	Upload Date	Type
Utilities - Annual Charge Off of Uncollectable Bills	5/6/2020	Cover Memo

Town of Tarboro
2019 Utility Charge Off List

Account Id	Account Name	Service Address	Cutoff Date	Amount Due	Less Deposit	
					Amount	Charge Off
125-3	MAYS, RAYMOND S	314 N HOWARD CIR	12/5/2018	420.21	300.00	120.21 DS
223-4	WATERS, TINA W	1113 CYPRESS ST	5/8/2019	221.33	0.00	221.33 DS
258-0	HOLLIS, EUGENE	408 W JOHNSTON ST	5/20/2019	220.00	0.00	220.00 DS
368-0	MITCHELL, BESSIE	900 SIMMONS ST APT F-2	1/3/2019	265.95	195.00	70.95 DS
445-0	HEATH, MARY COFIELD	414 W BAKER ST	3/28/2019	92.85	0.00	92.85 Dec
531-0	COX, MINDY	900 N MAIN ST	11/1/2019	1399.43	195.00	1,204.43
536-1	EVANS, BECKIE E	902 N MAIN ST APT 4	12/28/2018	148.58	0.00	148.58 Dec/DS
613-0	MT ZION APOSTOLIC CHURCH	1902 N MAIN ST	4/15/2019	216.92	100.00	116.92
879-2	PHILLIPS, ADRIENNE M	106 DANIEL ST	3/25/2019	302.03	250.00	52.03 DS
973-2	WESTRY, HERBERT	200 W HOPE LODGE ST APT 45	2/4/2019	48.12	0.00	48.12 Dec
1203-10	SUTTON, CHARLES	818 SAINT ANDREW ST APT B	12/6/2018	272.60	100.00	172.60 DS
1422-9	WORSLEY, BOBBIE	210 SAINT DAVID ST APT 2	8/1/2019	179.62	0.00	179.62 DS
1506-10	PEARCE, ELVIS LEVON	310 E GRANVILLE ST APT 1	11/18/2019	260.65	250.00	10.65
1807-7	PARRISHER, FRANCES ELIZABETH	401 W SAINT JAMES ST STE 3	7/30/2019	827.11	180.00	647.11 DS
1908-0	DEW, ESSIE MAE	503 E CHURCH ST	1/22/2018	65.82	0.00	65.82 DS
2273-0	WHITE, PERRY L	1007 MARTIN LUTHER KING JR DR	12/11/2018	78.77	0.00	78.77 DS
2297-1	HINTON, ANGELA POWELL	806 MARTIN LUTHER KING JR DR	3/15/2019	464.89	0.00	464.89 Dec/DS
2535-1	STRANGE, GRIZELLE SESSOMS	1316 MARTIN LUTHER KING JR DR	6/3/2019	645.67	0.00	645.67 DS
2543-0	HYMAN, NAOMI	1302 MARTIN LUTHER KING JR DR	11/1/2019	182.96	130.00	52.96 Dec
2611-3	SMITH, LARISHA DANIELLE	1003 EAST AVE	5/31/2019	315.80	300.00	15.80
2649-0	BATTLE, GWYNNE PIPPEN	1020 ELM ST APT G	8/13/2019	522.13	0.00	522.13 DS
2759-2	JOHNSON, ROBERT EARL	1320 ELM ST APT B	3/4/2019	242.57	50.00	192.57 Dec
2978-2	SEWARD, TIAWNI J	610 W WALNUT ST	3/15/2019	1164.64	315.00	849.64 DS
2998-2	WOOD, ANGELA	605 W HOWARD AVE	1/9/2019	455.15	250.00	205.15 DS
2998-4	PLASENCIO, BOBBY LEE	605 W HOWARD AVE	12/6/2019	363.27	250.00	113.27
3072-0	HARRIS, RUFFIN	1301 ASH ST	3/4/2019	1868.32	0.00	1,868.32 Dec/DS
3080-2	MAXIMO GARCIA, VICTOR	713 W HOWARD AVE	9/18/2019	807.08	250.00	557.08 DS
3167-3	THARRINGTON, JESSICA LEEANNE	411 CHESTNUT ST	9/5/2019	427.23	250.00	177.23 DS
3211-1	COX, DAVID ALLEN	600 CHESTNUT ST	12/3/2019	188.04	0.00	188.04 DS
3312-6	PEELE, BARBARA THIGPEN	800 SUNSET AVE	6/17/2019	524.95	245.00	279.95 Dec/DS
3329-3	STATON, LATORA	830 SUNSET AVE	3/4/2019	308.00	250.00	58.00 DS
3349-1	JACKSON, CHRISTOPHER RICHARD	821 FOUNTAIN ST	9/9/2019	742.03	550.00	192.03 DS
3433-2	FOGARTY, KRISTY	308 WAHREE ST	7/8/2019	508.11	250.00	258.11 DS
3539-3	DANIELS, PRECIOUS DIYETTE	204 WALKER ST	8/12/2019	523.79	390.00	133.79 DS
3576-0	SAVAGE, C M	1404 SUNSET AVE	9/26/2019	103.39	0.00	103.39
3628-2	ALLEN OUTFITTERS	310 N MAIN ST	2/20/2019	440.26	360.00	80.26
3653-1	THE HEALING TREE	105 N MAIN ST	9/16/2019	682.75	395.00	287.75
3828-3	SHEHADEH, HAMLIMEH	503 HALL ST	10/4/2019	321.84	315.00	6.84
3843-4	JAVIED, CHRISTINE	1011 SPEIGHT ST	10/10/2019	481.19	265.00	216.19 DS
4036-2	PHILLIPS, SHEILA K	312 CAROLINA AVE	12/3/2018	88.46	0.00	88.46 DS
4119-5	LLOYD, TONYA	220 OLD SPARTA RD	4/4/2019	890.32	400.00	490.32 DS
4265-4	ELKS, TIMOTHY WAYNE	808 W SAINT JAMES ST APT B	12/31/2019	94.04	0.00	94.04
4275-2	HENDERSON, AQUILLA MECHELLE	712 W SAINT JAMES ST	7/8/2019	640.61	330.00	310.61 DS
4829-0	JONES, MAGGIE C	2607 N MAIN ST	7/2/2019	64.72	50.00	14.72 Dec
4873-4	GLENOIT FABRICS (TT) CORP INC	3001 N MAIN ST	10/31/2019	46101.76	0.00	46,101.76
4873-7	GLENOIT FABRICS (TT) CORP INC	3001 N MAIN ST	10/31/2019	1192.22	0.00	1,192.22
4873-8	GLENOIT FABRICS (TT) CORP INC	3001 N MAIN ST	10/31/2019	248.87	0.00	248.87
4873-9	GLENOIT FABRICS (TT) CORP INC	3001 N MAIN ST	10/31/2019	75.24	0.00	75.24
5394-0	LYNCH, MARJORIE	76 MOBILE HOME EST	4/11/2019	750.00	150.00	600.00
5395-1	MCCLAIN, JARETT LAMAR	77 MOBILE HOME EST	7/10/2019	403.18	250.00	153.18 DS
5455-3	HOWARD, SHAWN E	34 MOBILE HOME EST	6/12/2019	706.10	380.00	326.10 DS
5528-1	DRAUGHN, TONY AUTREAL	2273 ANTIOCH RD	3/11/2019	627.53	300.00	327.53 DS
5556-0	MOORE, PAUL	59 WIGGINS LAKE DR	3/11/2019	1955.74	1130.00	825.74 DS
5582-2	WILSON, GARY	364 WIGGINS LAKE DR	2/11/2019	535.41	315.00	220.41 DS
5591-2	BELCHER, DANA	442 WIGGINS LAKE DR	2/9/2018	37.61	0.00	37.61 DS
5704-1	GOSSETT III, JOHN WESLEY	431 FILLMORE RD	2/11/2019	743.11	200.00	543.11 DS
5743-4	COLLINS, COURTNEY BRIANNA	2091 OLD COUNTY HOME RD	7/30/2019	401.64	200.00	201.64 DS
5757-0	PROCTOR, ANNIKA WILLIS	163 TALL OAKS RD	4/3/2019	549.29	315.00	234.29 DS
5950-1	ROGERS JR, JERRY	1901 W HOWARD AVE	11/27/2019	180.30	0.00	180.30 Dec
6059-1	HAEFKA, JOHN GILBERT	1900 LEWIS ST	9/16/2019	198.24	0.00	198.24 DS
6140-0	BOTTOMS, VIRGINIA HALE	600 WILLIAMSBURG DR	8/5/2019	103.76	0.00	103.76 DS
6700-1	WARREN, HENRIETTA WYNN	405 SPEIGHT AVE APT H-2	11/4/2019	254.42	0.00	254.42
6735-2	POMANTE, ANN	405 SPEIGHT AVE APT J-3	10/7/2019	199.86	0.00	199.86 Dec
6744-2	FENNER, AURLEA LARUE	405 SPEIGHT AVE APT J-8	10/1/2019	263.33	0.00	263.33
7135-5	LANCASTER, NANCY PHILLIPS	100 WINDERMERE CIR 3B	11/18/2019	128.28	50.00	78.28
7181-1	SNODERLY, RICHARD OWEN	415 WINDERMERE CIR	12/18/2018	116.28	0.00	116.28 Dec/DS
7462-0	SAUNDERS, IRA D	2009 GLISSOM ST	10/14/2019	603.19	50.00	553.19 Dec
7561-3	PERKINS, JASMINE MARIE	1609 BARLOW RD APT 3D	2/21/2019	262.73	200.00	62.73 DS
7581-0	HINTON, FANNIE WHITAKER	1609 BARLOW RD APT 4E	4/30/2019	138.13	0.00	138.13 Dec/DS

Town of Tarboro
2019 Utility Charge Off List

8135-2	MAYO, YASMIN	1317 W WILSON ST APT 8-B	11/29/2018	325.92	0.00	325.92 DS
8191-2	MCEACHERN, EFFIE BRIDGERS	1605 W WILSON ST	5/21/2019	400.66	0.00	400.66 DS
8219-0	JONES, KITCHIA RENEE	1643 W WILSON ST	8/21/2019	455.03	350.00	105.03 DS
8244-0	HART, GLORIA PITTMAN	500 BENSON DR APT B3	2/27/2018	14.18	0.00	14.18 DS
8257-0	MANNING, ELIZABETH HARRINGTON	500 BENSON DR APT C4	5/17/2019	157.91	0.00	157.91 Dec
8396-0	POWELL, DOROTHY E	500 BENSON DR APT M1	6/3/2019	97.90	0.00	97.90
8543-2	SHARP, SYLVESTER	500 BENSON DR APT 8B	6/10/2019	242.93	0.00	242.93 DS
8813-0	HILL, CHRISTINE	213 MORRISON AVE	7/31/2019	556.33	0.00	556.33 DS
8862-2	SUGG, LARRY THOMAS	301 DANIEL ST APT N-2	10/8/2019	263.29	0.00	263.29 Dec
8886-0	GENERAL FOAM PLASTICS	DANIEL ST	4/8/2019	9.56	0.00	9.56
9151-3	WARREN, JAMIE HARRELL	414 WAYNE AVE	8/20/2019	1087.75	250.00	837.75 DS
9349-4	COOPER, KIANA GWENAE	400 E NORTHERN BLVD APT 49	7/2/2019	281.75	275.00	6.75
9373-0	CRISP, VIRGINIA K	507 E NORTHERN BLVD	2/11/2019	323.07	0.00	323.07 DS
9487-0	MURPHY, MARY	708 WARD DR	6/12/2019	2594.45	65.00	2,529.45 DS
9517-0	PLEMMER, ISAAC	500 E NORTHERN BLVD APT B	8/9/2019	276.68	0.00	276.68 Dec
9533-0	EVERETTE III, JESSE	2523 HEATH LN	5/23/2019	333.80	0.00	333.80 DS
9605-0	BELL, RANDALL	1106 NEWSOME ST	8/12/2019	169.15	50.00	119.15 Dec
9651-1	PABLO CORONADO, ISRAEL	82 JAMIE LN	1/8/2018	58.70	50.00	8.70
9668-2	PABLO CORONADO, ISRAEL	71 JAMIE LN	1/8/2018	5.46	0.00	5.46
9668-3	MARTINEZ, JUANA	71 JAMIE LN	1/15/2019	107.68	50.00	57.68 DS
9708-0	GENERAL FOAM PLASTICS	DANIEL ST EXT	4/10/2019	7652.33	0.00	7,652.33
9906-1	PHILLIPS, NICHOLE ANNE	506 WIGGINS LAKE DR	3/12/2019	211.12	0.00	211.12 DS
9909-0	POLLOCK, JOSEPH ALFRED	208 E CHURCH ST APT 2	9/9/2019	275.96	0.00	275.96
9988-4	GAITHER, MICHAEL	1807 AUTUMN LN	10/18/2019	268.01	250.00	18.01
10005-2	SMITH, GERRI ANN	405 SPEIGHT AVE APT K-3	10/14/2019	264.37	0.00	264.37
10191-2	SMITH, VICTORIA L	607 W HOWARD AVE	12/30/2019	837.03	300.00	537.03
10303-4	DANCY, KEYONIA LAYNETTE	500 BENSON DR APT T6	8/9/2019	2026.83	300.00	1,726.83 DS
10373-0	DAVIS, TABITHA JOY	603 LINDEN ST	2/6/2019	459.71	195.00	264.71 DS
10373-2	COLEY, LISA ANN	603 LINDEN ST	11/4/2019	1020.37	445.00	575.37
10377-2	PERKINS JR, WILLIAM HARRY	418 E PITT ST	3/12/2019	69.77	0.00	69.77 DS
10429-2	THOMAS, KADJAH RAE	1317 W WILSON ST APT 5-F	3/8/2019	389.25	250.00	139.25 DS
10475-0	JOHNSON, KENDRA SHAVON	1320 ELM ST APT C	4/12/2019	382.02	195.00	187.02 DS
10498-7	WHITLEY, GEORGE TIMOTHY	1311 ASH ST	7/5/2019	347.61	200.00	147.61 DS
10636-2	PETERSON, REKITA SHONTELLE	86 MOBILE HOME EST	2/11/2019	872.57	680.00	192.57 DS
10644-0	ARCHER, CHASITY RENEE	2002 PANOLA ST	6/28/2019	1735.54	765.00	970.54 DS
10681-3	WILKINS, SELMA RENEE	204 AINSLEY CIR	7/5/2019	428.11	410.00	18.11
10849-3	WATSON, JULIN	405 SPEIGHT AVE APT F-8	4/2/2019	92.11	0.00	92.11 DS
10854-6	ANDREWS, JESSE JUNIOR	503 HUNTINGTON RD	2/11/2019	952.23	350.00	602.23 DS
10870-1	FLOWERS, FELICIA JEAN	69 MOBILE HOME EST	2/11/2019	775.25	350.00	425.25 DS
10916-3	LANCASTER, JANIE RUTH	214 SPEIGHT AVE	12/2/2019	88.93	0.00	88.93
10957-4	CHERRY, NICOLE	400 E NORTHERN BLVD APT 43	8/9/2019	327.39	245.00	82.39 DS
10961-2	BARFIELD, TERI KAILEIGH	305 W HOWARD AVE	6/4/2019	594.09	250.00	344.09 DS
11079-3	DAVIS, CHARLES	1314 DANCY ST	11/29/2018	417.91	0.00	417.91 DS
11195-0	APPLEWHITE, CHEYALANITA C	500 BENSON DR APT P2	7/22/2019	269.96	0.00	269.96 DS
11288-2	KNIGHT, LINDA DONELL	100 HUNTERHILL RD APT 3-D	12/5/2018	100.93	0.00	100.93 DS
11323-1	THOMPSON, KYNISHIA LATOYA	1110 ELM ST APT C	3/21/2019	375.62	100.00	275.62 DS
11351-10	HUSSEY, EDWARD VINCENT	812 SAINT DAVID ST APT B	1/22/2019	483.15	150.00	333.15 DS
11647-0	SMITH, DEBORAH ANN	1300 ELM ST APT D	5/1/2019	231.74	0.00	231.74 DS
11662-2	BRADY, RAQUEL	809 WOOTEN ST	8/26/2019	424.90	0.00	424.90 DS
11689-3	HARRISON, LOLITA	2265 SHERWOOD AVE	2/21/2019	279.30	250.00	29.30
11815-4	SMITH, CATINA	405 SPEIGHT AVE APT G-2	3/4/2019	314.19	250.00	64.19 DS
11861-1	LLOYD JR, WILLIE LEE	2501 SAINT ANDREW ST APT 20	1/8/2018	48.97	0.00	48.97
11886-5	LANCASTER, GWENDOLYN COHEN	605 FOUNTAIN ST	1/23/2018	140.13	0.00	140.13 DS
11890-1	RODRIGUEZ, LORENZO MEJIA	2501 SAINT ANDREW ST APT 1	11/4/2019	84.64	0.00	84.64
11920-2	PETERSON, VERNIE WHITEHEAD	1607 W WILSON ST	10/4/2019	184.45	0.00	184.45 Dec
11925-0	BRIDGERS, DEBRA W	2230 OAK DR	6/26/2019	480.83	195.00	285.83 DS
11935-5	HARRIS, VIRGIL L	309 WAHREE ST	12/5/2018	678.72	300.00	378.72 DS
12033-0	SUMMERLIN, TONY M	1201 W NORTHERN BLVD	6/11/2019	1099.36	100.00	999.36 DS
12050-3	LUCAS, ROSA DELOIS	1609 BARLOW RD APT 5C	11/19/2019	393.61	200.00	193.61
12125-4	BRIDGERS, MELITZA I	315 E GRANVILLE ST	5/30/2019	855.59	400.00	455.59 DS
12131-4	LOMAS, DASHAWNA	906 E WILSON ST	1/4/2019	477.45	250.00	227.45 DS
12262-0	SHARPE, NAPHTALI DEANN	200 W HOPE LODGE ST APT 33	8/13/2019	142.90	65.00	77.90 DS
12336-4	BROWN, ADRIAN	700 W SAINT JAMES ST APT A	5/3/2019	442.85	250.00	192.85 DS
12338-4	AJANEL, RAUL PEREZ	2501 SAINT ANDREW ST APT 7	9/23/2019	111.91	0.00	111.91
12400-5	THOMAS, SHAWMEKA CHARTTLE	200 W HOPE LODGE ST APT 10	12/9/2019	201.93	0.00	201.93
12436-3	BOSWELL, LINDA	1303 DANCY ST	6/11/2019	582.58	495.00	87.58 DS
12451-3	HARRELL, SANDRA	1104 CYPRESS ST	8/2/2019	357.70	0.00	357.70 DS
12494-4	SAHEBZADA, MOHAMMAD	302 S HOWARD CIR	11/15/2019	473.57	350.00	123.57
12576-1	HAWKINS, JAMILLA TALE	435 N MAIN ST APT 201	5/2/2019	79.00	0.00	79.00 DS
12632-3	HYMAN, SHA'KENYA K	1317 W WILSON ST APT 5-D	10/23/2019	372.02	250.00	122.02
12639-1	WHITAKER, LONNIE EARL	807 FOUNTAIN ST	9/26/2019	489.23	245.00	244.23 DS
12662-2	SMALLWOOD, KWENSEDRIC D	1312 DANCY ST	10/16/2019	718.66	250.00	468.66 DS

Town of Tarboro
2019 Utility Charge Off List

12672-4	EPPS, BRENDA	126 MAYO ST	4/1/2019	336.80	250.00	86.80 DS
12696-0	NORMAN, LASHAWNYA DANETTE	1317 W WILSON ST APT 10-A	12/21/2018	258.33	0.00	258.33 DS
12715-0	MODLIN, MICHAEL ANTHONY	700 E PHILLIPS ST APT B	1/25/2019	596.03	0.00	596.03 DS
12731-8	MARINO, VICKIE	321 LAKE VALLEY DR	2/26/2019	302.87	200.00	102.87 DS
12745-4	JOHNSON JR, NATHAN	200 W HOPE LODGE ST APT 29	2/4/2019	357.73	245.00	112.73 Dec/DS
12828-0	CULLINS, PHYLLIS JEAN	705 WARD DR	4/9/2019	522.01	250.00	272.01 DS
12893-2	TAYLOR, PHILLIP JAMES	900 SIMMONS ST APT F-1	6/17/2019	56.96	0.00	56.96 Dec/DS
12924-2	NEWTON, JOYCE ANN	1011 E SAINT JOHN ST	12/6/2019	888.47	400.00	488.47
12940-2	ANDREWS, CARLOTTA W	206 MARSHALL ST	2/19/2019	290.24	0.00	290.24 Dec/DS
12947-3	SMALLWOOD, SHANTE DANISHA	1313 EDMONDSON AVE	12/28/2018	407.54	250.00	157.54 DS
12951-4	BASS, ISAAC FARIN	206 MILL ST	5/3/2019	434.98	250.00	184.98 DS
12971-2	MARTIN, TYSHIA RENEE	414 E BAKER ST	8/21/2019	269.65	250.00	19.65
12975-4	COWELL, CLAYON DOMINIQUE	217 E HOPE LODGE ST	6/6/2019	348.13	250.00	98.13 DS
12988-4	JONES, KEON JEAMEL	1304 HOPE FARM DR	6/18/2019	371.56	250.00	121.56 DS
13051-1	SUMMERLIN, REBECCA CARY	1109 CYPRESS ST	12/5/2018	312.32	0.00	312.32 DS
13056-4	HOPKINS, DATISHA R	400 W WALNUT ST	11/4/2019	984.72	645.00	339.72
13070-3	WHITAKER, MICHELLE LEE	1200 ALBEMARLE AVE	1/28/2019	108.29	0.00	108.29 DS
13112-4	HINTON, ELEXIUS MONIQUE	1317 W WILSON ST APT 9-D	2/6/2019	500.25	250.00	250.25 DS
13156-2	BURTON, DEMETRI	906 SAINT DAVID ST	3/4/2019	378.12	250.00	128.12 DS
13192-1	COLEY, LISA ANN	906 W HOWARD AVE	7/30/2019	285.01	0.00	285.01
13202-3	NEER, KELLY DENISE	214 CRAVEN ST	2/11/2019	391.90	300.00	91.90 DS
13228-1	WIGGINS, SHELIA	910 TRADE ST APT A	8/2/2019	1332.23	430.00	902.23 DS
13281-4	CHERRY, TRAVIS CORNELL	909 SAINT DAVID ST	2/7/2020	554.18	250.00	304.18 DS
13283-10	PORTER, WHEELER WENDELL, JR	906 E SAINT JOHN ST APT B	2/4/2019	630.26	250.00	380.26 Dec/DS
13306-4	HOWELL, TAMMY CHERRY	204 SHORT ST	4/4/2019	974.53	941.77	32.76
13308-3	MOORE, SOPHINEA	307 W FIRST ST	12/13/2019	142.76	0.00	142.76
13319-1	AVENDANO, MARGARET	21-A MOBILE HOME EST	11/13/2019	566.59	430.00	136.59
13332-1	FOREMAN, DANNY JARID	400 E NORTHERN BLVD APT 14	4/11/2019	622.22	200.00	422.22 DS
13376-3	SHAFFER, DANIEL LEE	297 LAKE VALLEY DR	7/30/2019	103.90	50.00	53.90 DS
13486-3	WILSON, SHERMANIQUE	2225 SAINT ANDREW ST	7/3/2019	535.63	300.00	235.63 DS
13525-8	WESTERN, YOSHINKA TAQUNA	910 TRADE ST APT B	10/9/2019	801.88	250.00	551.88 DS
13537-0	VEREEN, APRIL KANISHA	120 S FAIRVIEW CIR	7/26/2019	185.00	0.00	185.00
13552-4	CREECH, THOMAS	110 DANIEL ST	8/19/2019	402.72	250.00	152.72 DS
13630-4	BYRD, VENEZIA EVONNE	405 E PITT ST	11/1/2019	813.66	250.00	563.66
13805-2	MOORE, ESSIE LONG	609 FOUNTAIN ST	5/10/2019	656.35	550.00	106.35 DS
13850-2	BARNES, ROBERT LEE	301 VIRGINIA AVE	1/30/2019	193.80	0.00	193.80 DS
13867-4	SMITH, LAVONTE TEKIRRA	303 OLD SPARTA RD	7/3/2019	29.57	0.00	29.57
14234-3	JONES, KELVIN W	1120 NEWSOME ST	10/14/2019	116.80	0.00	116.80
14328-3	STATEN, LISA MIRANDA	114 N FAIRVIEW CIR	7/26/2019	711.04	545.00	166.04 DS
14434-2	THOMAS, DEBORAH BRYANT	1108 CHERRY ST	11/22/2019	252.94	0.00	252.94 DS
14460-3	CANNON, GENEVIEVE ANTONETTE	200 W HOPE LODGE ST APT 37	10/31/2019	243.05	200.00	43.05
14529-0	POLLOCK, JOSEPH ALFRED	208 E CHURCH ST APT 1	9/10/2019	175.61	0.00	175.61
14553-3	JOYNER, NATASHA BROWN	206 HUNTERHILL RD APT C	3/6/2019	273.97	200.00	73.97 DS
14575-2	WHITEHEAD, FIONNA	210 HUNTERHILL RD APT D	2/10/2019	190.32	0.00	190.32 DS
14579-3	STATON, SAVION CAPRI	210 HUNTERHILL RD APT H	1/3/2019	270.93	200.00	70.93 DS
14629-1	HYMAN, MARY ELIZABETH	1904 W WILSON ST	1/8/2018	362.11	50.00	312.11 DS
14659-1	TIPIANA, JORGE JOSE	1006 PANOLA ST	11/12/2019	371.06	250.00	121.06 DS
14673-0	FLOYD, AMBER LANE	903 SUNSET AVE	4/5/2019	660.19	300.00	360.19 DS
14689-0	HATCH, JOHN DAVID	3761 NOBLES MILL POND RD	8/12/2019	741.21	250.00	491.21 DS
14735-1	TOLSTON, FATE	109 W CHURCH ST APT A	9/9/2019	1.75	0.00	1.75
14765-1	BENNETT, EVELYN JENEAN	520 E SAINT JAMES ST	2/4/2019	1226.22	0.00	1,226.22 Dec/DS
14846-1	SHAW, CHARNEKA D	2522 HEATH LN	12/10/2019	155.75	0.00	155.75
14885-1	FLOWERS, JAMES EARL	704 HENRY LN APT A	8/6/2019	220.15	0.00	220.15 DS
14889-1	MCGUIRE, CHELSEA	704 HENRY LN APT E	2/4/2019	253.86	200.00	53.86 DS
14891-1	MOODY, MOLESHIA ANN	704 HENRY LN APT G	3/4/2019	370.26	300.00	70.26 DS
14908-1	HINES, LAYKEN	706 HENRY LN APT A	3/4/2019	317.44	200.00	117.44 DS

Totals

\$138,866.87 \$31,966.77 \$106,900.10

196 Accounts, 116 Deposits

Dec-24, Under \$50-20, DS-90

Dec=Deceased, DS=Debt Setoff



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Minimum Housing Standards - 910 Martin Luther King, Jr. Drive

Date: 5/11/2020

Memo Number: 20-29

On July 10, 2019 the Town of Tarboro Code Enforcement Officer inspected the dwelling located at 910 Martin Luther King Jr. Drive, which is owned by Larry Maurello. The structure examination confirmed that the dwelling was unfit for human habitation. A hearing was scheduled for December 15, 2019. The owner did not appear at the hearing. On December 19, 2019 an order was issued directing the owner to repair or demolish the structure within sixty (60) days of the order. The order expired on February 19, 2020. To date, the owner has failed to comply with the Code Enforcement Officer's order.

It is recommended that Council adopt the attached ordinance giving the owner(s) (30) thirty days to comply with the Code Enforcement Officer's order. If the owner fails to comply with said order, the ordinance authorizes the officer to demolish and remove the dwelling located at 910 Martin Luther King Jr. Drive. The cost of removal will be filed as a lien against the real property.

ATTACHMENTS:

Description	Upload Date	Type
Minimum Housing Ordinance - 910 Martin Luther King Jr Dr	5/6/2020	Cover Memo

TOWN OF TARBORO
ORDINANCE NO. _____

AN ORDINANCE ORDERING THE CODE ENFORCEMENT OFFICER OF THE TOWN OF TARBORO TO EFFECTUATE THE PURPOSES OF ARTICLE II OF CHAPTER 9 (“MINIMUM HOUSING STANDARDS”) OF THE TOWN CODE AS TO THE BUILDING AT 910 MARTIN LUTHER KING DR IN THE TOWN OF TARBORO, OWNED BY LARRY MAURELLO.

WHEREAS, the State Legislature has found and declared that the existence and occupation of dwellings in this State that are unfit for human habitation are inimical to the welfare and dangerous and injurious to the health, safety and morals of the people of this State, and that a public necessity exists for the repair, closing or demolition of such dwellings; and

WHEREAS, the State Legislature has given municipalities the power to exercise their police powers to repair, close or demolish such dwellings; and

WHEREAS, on JULY 10, 2019, the Code Enforcement Officer served the Complaint and Notice of Hearing on the owners of the property at 910 MARTIN LUTHER KING JR DR, notifying them of the Inspector’s preliminary determination that the dwelling at the location has been found to be unfit for habitation and the hearing on the matter was on DECEMBER 15, 2019 at 10:00 am; and

WHEREAS, a hearing held by the Code Enforcement Officer on DECEMBER 15 2019, the Code Enforcement Officer found the building at 910 MARTIN LUTHER KING JR DR failed to comply with the standards of fitness for human habitation prescribed in the housing code of the Town of Tarboro due to conditions listed in the order signed on December 19, 2019; and

WHEREAS, the Code Enforcement Officer ordered that the owners, repair, alter or improve the building at 910 MARTIN LUTHER KING JR DR so as to render it fit for human habitation in accordance with the standards of fitness prescribed in the Housing Code of the Town of Tarboro; or to demolish the building; and

WHEREAS, the building’s owners have not repaired, altered or improved such building so as to render it fit for human habitation, or demolished the same;

NOW, THEREFORE, the Town Council of the Town of Tarboro hereby ordains:

Section 1. The Town Council of the Town of Tarboro has reviewed the actions of the Code Enforcement Officer relating to the dwelling at 910 MARTIN LUTHER KING JR DR, in the Town of Tarboro, parcel number 473858704900 on the city-county tax maps, and the order dated DECEMBER 19, 2019, requiring that the building’s owners, LARRY

MAURELLO, repair, alter or improve such dwelling so as to render it fit for human habitation in accordance with the standards of fitness prescribed in the Building Code of the Town of Tarboro or to demolish that dwelling, and the Town Council has found that the owners have neglected and failed to either repair, alter or improve such housing so as to render it fit for habitation in accordance with the standards of fitness, and has also failed, in the alternative, to demolish the same, and has thereby failed to comply with the order of the inspector.

Section 2. The Town Council of the Town of Tarboro has found that the continuation of the dwelling in its current status would be inimical to the health, safety, morals and welfare of the Town of Tarboro in that dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise be made available to ease the persistent shortage of decent and affordable housing in this State.

Section 3. The Town Council of the Town of Tarboro has found that the repair, alteration and improvement of said dwelling cannot be made at a reasonable cost in relation to the value of the dwelling (the cost of such repairs being in excess of 50% of its present economic value).

Section 4. The Code Enforcement Officer is hereby specifically authorized and directed to remove or demolish or to cause to be removed or demolished the dwelling at 910 Martin Luther King Jr. Dr. unless (i) the owner has, prior to the adoption of this ordinance, entered into an agreement with the town as described in subsection 9-41(c)(2)c of the town staying enforcement of the provisions of this ordinance, or (ii) enters such an agreement within ten days after the adoption of this ordinance. If such an agreement has been or is so entered into by the owner and the town, then the inspector shall thereafter enforce the demolition order contained in this ordinance under the circumstances specified in subsection 9-41(c)(2)d of the town code

Section 5. Pending compliance with this ordinance or demolition of the building, the Code Enforcement Officer is hereby ordered to cause to be posted on the main entrance of said dwelling a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful."

Section 6. The amount of the costs of removal or demolition by the Code Enforcement Officer incurred, which lien shall be filed, have the same priority, and be collected as a lien for special assessment. Upon removal or demolition, the building inspector shall sell or cause to be sold the salvageable materials of the dwelling, and any personal property, fixtures, or appurtenances found in or attached to the dwelling, and shall credit the proceeds of the sale against the cost of removal or demolition.

Section 7. This ordinance shall be effective upon its adoption and recordation of the same in the office of the Register of Deeds of Edgecombe County, and a copy of the same shall be forwarded to all owners by certified mail, with return receipt requested.



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: One North Carolina Fund - Sara Lee Expansion

Date: 5/11/2020

Memo Number: 20-30

The Town of Tarboro has been awarded a grant in the amount of \$500,000 from the North Carolina Department of Commerce's One North Carolina Fund to assist with the expansion of Sara Lee Frozen Bakery. Sara Lee Frozen Bakery, LLC will invest \$19.8 million in the project and will retain at least 660 jobs and create an additional 108 jobs for this area. The Town of Tarboro's match for the project will be provided by Carolinas Gateway Partnership and already committed incentives from the adopted Economic Development Incentive Agreement.

It is recommended that Council execute the attached Local Government Grant Agreement to receive \$500,000 in grant funds from the North Carolina Department of Commerce for the expansion of Sara Lee Frozen Bakery.

ATTACHMENTS:

Description	Upload Date	Type
One North Carolina Local Government Grant Agreement	5/6/2020	Cover Memo

LOCAL GOVERNMENT GRANT AGREEMENT
THE ONE NORTH CAROLINA FUND

Local Government Name: Town of Tarboro

Grant No. 2019-25586

Project Name: Sara Lee Frozen Bakery, LLC

STATE OF NORTH CAROLINA

GRANT AGREEMENT

COUNTY OF WAKE

This Local Government Grant Agreement (the “**LGGA**”) is effective the 13th day of January 2020 (the “**Effective Date**”) by and between the **Town of Tarboro, North Carolina** (hereinafter referred to as the “**Local Government**”), and the **North Carolina Department of Commerce** (hereinafter referred to as “**DOC**”);

WITNESSETH:

WHEREAS; the Local Government desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

WHEREAS; the General Assembly has created the One North Carolina Fund (the “**Program**”) to make funding available within North Carolina “to secure commitments for the recruitment, expansion or retention of new or existing businesses”; and

WHEREAS; the General Assembly has authorized Program funds to be used for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; and construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; and

WHEREAS; the Local Government has applied for funds in connection with activity to be undertaken by Sara Lee Frozen Bakery, LLC (the “**Company**”), a business that has competitively chosen to locate or expand operations for the following project (the “**Project**”) in North Carolina:

A plant (the “**Facility**”) at which the Company will manufacture frozen baked goods and desserts located in or around 110 Sara Lee Road in the Town of Tarboro in Edgecombe County, North Carolina.

WHEREAS; the Local Government has committed to provide matching funds and resources for the Project equal to at least the amount set forth in N.C. Gen. Stat. § 143B-437.72(c)(1) (the “**Match**”); and

WHEREAS; the Local Government’s application (the “**Local Government Application**”) has been approved by DOC for funding, based on the Local Government’s commitments, and the commitments made by the Company in its Program application (the “**Company Application**”); and

WHEREAS, the Company has executed an agreement (the “**Company Performance Agreement**” or “**CPA**”) with the Local Government reflecting the Company’s commitments to expand, create and/or retain jobs and to take other actions that will support North Carolina’s economic development, and the terms on which funds will be made available for such activity from the Program.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the Local Government and DOC hereby agree as follows:

I. DOC COMMITMENTS AND GRANT CONDITIONS

(a) DOC agrees to provide Program fund in the maximum amount of Five Hundred Thousand Dollars (\$500,000.00) for the Project (the “**Grant**”), in accordance with the terms of this LGGA and the CPA.

(b) Grant payments disbursed under this LGGA will be disbursed to the Local Government pursuant to N.C. Gen. Stat. § 143B-437.70 *et seq.*, the terms of the Program Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund, established pursuant to N.C. Gen. Stat. § 143B-437.73 and in effect as of the effective date of this LGGA (the “**Program Guidelines**”), consistent with the terms and schedule established in the CPA.

(c) Grant disbursements are conditioned upon the execution of the CPA between the Local Government and the Company, and any other required parties thereto, in a form acceptable to DOC.

(d) To receive a Grant disbursement, the Local Government must provide or cause to be provided to DOC a properly executed CPA, proof that the Company has performed its obligations under the CPA, proof that the Local Government has met its obligation to provide the Match, a duly executed completed disbursement request and certification in the form of Exhibit A hereof (the “**Local Government Disbursement Request**”), and a duly executed completed Company’s disbursement request and certification in the form of Exhibit A to the CPA (the “**Company Disbursement Request**”).

II. LOCAL GOVERNMENT’S COMMITMENTS

(a) The Local Government agrees to perform the Program and to abide by all commitments, terms and representations in the Local Government Application.

(b) The Local Government agrees to provide the Match in a manner consistent with N.C. Gen. Stat. § 143B-437.72(c)(1), the Program Guidelines and Procedures, and the Local Government Application. The Local Government will provide to the DOC a copy of the duly executed agreement between the Local Government (or other local entity) and the Company governing the local incentives that will be provided to the Company for the Project (the “**Local Incentive Agreement**”), at the time the Local Government returns the executed LGGA. The Company will be ineligible for a Grant disbursement until the Local Incentive Agreement is provided to the DOC. The Local Government will report to the DOC the amount of each incentive payment that is provided to the Company under the Local Incentive Agreement, within thirty (30) days of the date on which it is provided, whether or not the CPA remains in effect.

(c) The Local Government agrees to take all steps reasonably necessary to ensure and to establish to DOC that the required levels of jobs are created and/or retained, the required salary levels are achieved,

the required levels of investments are made, statutorily qualifying expenses are incurred, any required environmental permits are obtained, and any other required performance criteria are satisfied, and that no Grant funds are disbursed until the performance criteria in the CPA have been met.

- (d) The Local Government agrees to take whatever steps may be reasonably necessary to ensure and to establish to DOC that Grant funds disbursed by the Local Government are used only for purposes allowed under the statutory authority creating the Program.
- (e) The Local Government agrees to take whatever steps may reasonably be required, after consultation with the Secretary of DOC (the "Secretary") and not inconsistent with the Secretary's authority under the CPA, to recapture all disbursed funds for which the Local Government and DOC have a right to be reimbursed.
- (f) The Local Government acknowledges that DOC has a right to recapture funds under the CPA and that such right does not relieve the Local Government of its own responsibility to recapture funds.
- (g) The Local Government agrees to otherwise reimburse DOC for any funds improperly disbursed, provided, however, that Local Government is under no obligation to reimburse DOC for any improperly disbursed funds that were disbursed with DOC's prior permission.
- (h) The Local Government agrees to keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and the fulfillment of this LGGA. The Local Government shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly. If the Local Government fails to keep and maintain books and records necessary for verifying fulfillment of this LGGA, the Secretary may in his discretion declare this LGGA to be in default, withhold payments for or under this LGGA, and/or require reimbursement of all or any portion of Grant funds previously paid. Prior to taking such action, the Secretary will endeavor to communicate with the Local Government and the Company to discuss the circumstances and the actions being contemplated.
- (i) The Local Government agrees to provide any duly authorized representative of DOC or the State of North Carolina at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Grant for a period of three years following the last payment of Grant funds or for the inspection period specified in the CPA, whichever is longer. To the extent any information or documents gathered pursuant to this section would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (to include, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the "Public Records Act"), the Local Government shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by DOC and its authorized representatives. If the Local Government fails to provide such access and right of inspection, the Secretary may exercise discretion to declare this LGGA in default, to withhold payments under this LGGA and/or require reimbursement of all or any portion of the Grant paid.
- (j) The Local Government shall comply with all lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina, and any other applicable laws and/or Executive Orders currently or hereafter in force.
- (k) In the event that the Company fails to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, the Local Government, after consultation with the Secretary and not inconsistent with the Secretary's authority under the CPA, shall promptly exercise its rights and remedies to require repayment of funds, or to assess such other penalties as may be provided for in the CPA.
- (l) In addition, in the event that the Company fails to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and

incur statutorily qualifying expenses, and the Local Government recaptures funds from the Company, the Local Government shall promptly pay to DOC the Grant amounts which it is able to collect.

(m) By not later than January 31 of each year following a calendar year until the full Match has been disbursed to the Company, the Local Government shall submit to the DOC a report detailing Match payments made during the calendar year just ended, together with a cumulative tally of all Match payments made through the end of that calendar year. In addition, the Local Government shall report all other Local Government financial contributions made for the Project. This is required in order to comply with N.C. Gen. Stat. §143B-437.07. Failure to timely file this report will result in ineligibility for Grant payments.

III. GENERAL PROVISIONS

(a) The parties to this LGGA agree and understand that the payment of all sums specified in this LGGA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds to DOC for this purpose.

(b) Failure of DOC at any time to require performance of any term or provision of this LGGA shall in no manner affect the rights of DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of DOC of any condition or the breach of any term, provision or representation contained in this LGGA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

(c) The recitals are an integral part of this LGGA.

(d) This LGGA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this LGGA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LGGA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

(e) This Grant award shall terminate and be null and void on May 15, 2020, if by that date the Local Government has not delivered back to the DOC, an original of this LGGA and of the CPA, duly executed by an authorized official of the Local Government, and attested in the manner provided below, together with a copy of the Local Incentive Agreement.

Upon execution of this LGGA by DOC and the Local Government in the spaces below, the Local Government hereby accepts the Grant on the terms of this LGGA, effective on the date indicated above, and further certifies that the official signing below has been duly authorized by the Local Government's governing body to execute this LGGA.

North Carolina Department of Commerce

Date: 3/6/2020

By:

Elizabeth Crabile / for
Anthony M. Copeland, Secretary
North Carolina Department of Commerce

Signature Page Follows

**Town of Tarboro
(Local Government)**

Date: _____

(Official Seal)

By: _____

Name: _____

Title: _____

Authorized Official

Date: _____

ATTEST:

_____, Clerk

COMPANY PERFORMANCE AGREEMENT

THE ONE NORTH CAROLINA FUND

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the "CPA"), effective the 13th day of January 2020 (the "Effective Date"), by and between Sara Lee Frozen Bakery, LLC a Delaware Limited Liability Company authorized to do business in North Carolina (the "Company"), and the Town of Tarboro, North Carolina (the "Local Government," and, together with the Company, the "Parties");

WITNESSETH:

WHEREAS, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the "DOC"); and

WHEREAS, a One North Carolina Fund grant award in the amount of Five Hundred Thousand Dollars (\$500,000) (the "Grant") has been negotiated and agreed to by DOC and the Parties; and

WHEREAS, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and the DOC (the "LGGA"); and

WHEREAS, the Grant is to be used by the Company toward the goal of creating One Hundred Eight (108) new jobs (the "Target New Jobs"), which shall be permanent full-time jobs (each, a "New Job"), and Nineteen Million Eight Hundred Thousand Dollars (\$19,800,000) (the "Target Investment") in new investment in the State of North Carolina; and

WHEREAS, the Company has represented that the Grant is necessary to enable the investment and job creation by the Company to occur and go forward in North Carolina; and

WHEREAS, the Grant will enable retention of 660 permanent full-time jobs (the "Retained Jobs"), which is the total number of positions the Company maintained in North Carolina prior to the Effective Date;

WHEREAS, the Grant will stimulate economic activity and create new jobs for the citizens of the State of North Carolina; and

WHEREAS, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the "Program Guidelines");

WHEREAS, pursuant to, inter alia, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

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NOW, THEREFORE, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company and the Local Government hereby agree as follows:

1.0 PERFORMANCE CRITERIA

In order to be eligible for the full amount of the Grant, the Company must fulfill the following requirements:

- 1.1 The Company shall undertake and operate in a timely manner the following project at the following location (the **"Project"**):

A plant (the **"Facility"**) at which the Company will manufacture frozen baked goods and desserts located in or around 110 Sara Lee Road in the Town of Tarboro in Edgecombe County, North Carolina.

- 1.2 The Company shall maintain its current operations at its facilities in North Carolina and a base level of the number of required Retained Jobs in North Carolina, in addition to any New Jobs to be created as part of this CPA.

- 1.3 The Company shall make good faith efforts to create and maintain the Target New Jobs as part of the Project, as described in the Company's application to DOC (the **"Company Application"**). The New Jobs must be filled by employees hired for the Project on or after the Effective Date who work for at least thirty-five (35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as New Jobs. In order to be eligible for the full Grant, the Company must create Ninety Seven (97) New Jobs (the **"Required New Jobs"**) (90% of the Target New Jobs), by January 13, 2022 (the **"Grant End Date,"** which shall be two years from the date on which the Grant was formally awarded) (the period between January 13, 2020 and January 13, 2022, the **"Grant Period"**).

The New Jobs will be new jobs and cannot be existing North Carolina positions or employees of the Company or any of its related members or affiliates that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this CPA.

- 1.4 The average weekly wage of the group of all permanent full-time jobs at the Facility, including the New Jobs, will equal or exceed Six Hundred Sixty-Two Dollars (\$662) per week (the **"Wage Standard"**).

- 1.5 The Company shall provide health insurance for all permanent full-time employees at the Facility, including the New Jobs, in at least the minimum amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d).

- 1.6 The Company shall make good faith efforts to make the Target Investment in the form of privately funded investment in real property and/or machinery and equipment as part of the Project, and

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must invest at least Seventeen Million Eight Hundred Twenty Thousand Dollars (\$17,820,000) by the Grant End Date (the “**Required Investment**”) (90% of the Target Investment).

- 1.7 The proceeds of the Grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) (“**Statutorily Qualifying Expenses**”). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.
- 1.8 Release of any Grant funds under this CPA is contingent on the Company providing verification that the Project has received all of its required environmental permits.

2.0 **DISBURSEMENT OF GRANT**

- 2.1 Proceeds of the Grant up to a total amount of Five Hundred Thousand Dollars (\$500,000) will be disbursed by DOC to the Local Government in four installments based on creation and maintenance of the New Jobs and satisfaction of other performance criteria set out in Section 1.0 above (“**Performance Criteria**”). The number of New Jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of any requested disbursement, the Company must certify its performance by submitting a duly executed disbursement request and certification in the form of Exhibit A hereto (the “**Company Disbursement Request**”), and the Local Government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the “**Local Government Disbursement Request**”). Disbursement will occur on the following schedule and will be subject to any adjustments required by this CPA:
 - a. The first twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than twenty-five percent (25%) of the Target New Jobs (i.e., 27 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses, and (v) obtained all required environmental permits.
 - b. The second twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than fifty percent (50%) of the Target New Jobs (i.e., 54 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.
 - c. The third twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than seventy-five percent (75%) of the Target New Jobs (i.e., 81 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.

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- d. The final twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained the Required New Jobs, (iii) satisfied the Wage Standard and health insurance requirements, (iv) made the Required Investment, and (v) invested the amount to be disbursed in Statutorily Qualifying Expenses.

The Local Government will submit or cause to be submitted to DOC each Company Disbursement Request and Local Government Disbursement Request, upon proof of the creation of the required number of New Jobs and the satisfaction of all other Performance Criteria necessary for disbursement. Following receipt of Grant funds from DOC, the Local Government will disburse funds to the Company.

The Company may qualify for disbursement of multiple installments on a single date.

Should it become necessary for a job created after the Effective Date to be counted by the Company as a Retained Job for purposes of establishing the base level of jobs required to be maintained by this CPA, that job may not be double-counted as a New Job.

2.2. DOC will close out the Grant on the first to occur of:

- (i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.

- (ii) The Grant End Date.

(“Closeout”).

Following Closeout, to the extent any Grant proceeds may be due and upon submission of duly completed Company Disbursement Request and Local Government Disbursement Request, a final Grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following the Grant End Date, provided, however, that if the Company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1d of this CPA, during any time earlier in the Grant Period, the Company must submit a completed Company Disbursement Request and Local Government Disbursement Request within one year from the date of completed performance (but in no event later than thirty (30) days following the Grant End Date) or forfeit the disbursement.

3.0 OBLIGATION TO REPAY GRANT

3.1 **Failure to Provide Health Insurance.** If, at any time during the Grant Period or during the period set forth in Section 5.0, the Company fails to provide health insurance to all permanent full-time employees at the Facility in the amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d), the Company will be in default of this CPA and will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.

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3.2 **Ceasing Project Operations.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company substantially ceases operations at the Facility, the Company shall immediately repay all Grant funds previously disbursed in accordance with this CPA.

3.3 **Failure to Achieve Wage Standard.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the Facility fails to equal or exceed the Wage Standard, the Company will be in default under this CPA, no further disbursement will be made, and the Company will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.

3.4 **Reserved.**

3.5 **Other Failures to Comply.** The Company may be required to reimburse Grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.

3.6 **Recovery of Costs.** If the Company fails to reimburse any amount payable hereunder, on demand, the Local Government and DOC may recover the costs of collection to obtain recovery, from the Company, including reasonable attorneys' fees.

4.0 **ADJUSTMENTS TO GRANT AT CLOSEOUT**

4.1 If Closeout occurs on the Grant End Date and the Company has failed to create and retain the Required New Jobs, has failed to make the Required Investment, or has failed to invest an amount equal to 100% of the Grant in Statutorily Qualifying Expenses, the amount of the Grant shall be reduced to the smallest of the following amounts (the "**Adjusted Grant**"):

- a. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required New Jobs and the numerator of which is the number of New Jobs actually created and retained as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$

- b. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$

- c. The amount the Company has spent on Statutorily Qualifying Expenses

4.2 To the extent the amount of the Adjusted Grant is less than the amount that has been previously disbursed to the Company, the Company shall reimburse DOC for the difference between the Adjusted Grant and the amount previously disbursed.

5.0 **OBLIGATIONS BEYOND CLOSEOUT**

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- 5.1 If Closeout occurs on or before the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for two (2) years after the date of Closeout.
- 5.2 If Closeout occurs after the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout until the date that is the one year anniversary following the Grant End Date.
- 5.3 If the Company fails to maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for the required time period following Closeout, as specified in Paragraphs 5.1 and 5.2 hereof, the Company will be in default of this CPA and shall reimburse to DOC the total amount of the Grant funds previously disbursed in accordance with this CPA.

6.0 ADDITIONAL PROVISIONS

- 6.1 The Company shall provide to DOC and the Local Government all documentation deemed necessary by DOC or the Local Government to verify Retained Jobs, and creation and retention of New Jobs, salary levels, health insurance, investments, Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the Grant and the names of the individuals filling those positions. The threshold numbers of New Jobs created for the Company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of New Jobs (calculated after deducting the Retained Jobs and any other position that does not qualify as a New Job) that have been created during the Grant Period and have been retained during each of the three months of the quarter reported in the Company's NCUI 101, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect New Job creation. **The Company shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the Effective Date, or employees that were hired from affiliates of the Company in North Carolina, even if those employees are included in the NCUI 101. The Company shall certify how many of the employees listed on the NCUI 101 in each month qualify under the definition of Retained Jobs and New Jobs. For verification of Required Investment, the Company shall provide a fixed asset report and any other documentation requested by DOC. The Company's compliance with the job creation and/or retention, investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this CPA shall be attested to under oath by an officer of the Company.**
- 6.2 By not later than February 1 of each year during the Grant Period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the Grant), the Company must submit the following to the DOC, in the form of Exhibit B hereto:
- A. a copy of the Company's fourth calendar quarter performance (ending December 31) NCUI 101 for the previous calendar year, containing all information required by Exhibit B (N.C. Gen.Stat. §143B-437.07).

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B. a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period, or may limit the amount of disbursement available to the Company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).

6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the Company's failure to satisfy or perform its obligations under this CPA, the Company and the Local Government may request an extraordinary modification of this CPA from the Secretary of DOC (the "Secretary"). The Parties agree that any decision to allow such modification shall be at the sole discretion of the Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.

6.4 The Company shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, Statutorily Qualifying Expenses and environmental permits.

Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, the Company agrees that any duly authorized representative of the Local Government or the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Grant and the fulfillment of this CPA throughout the Grant Period and for a period of six years thereafter.

If the Company fails to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if the Company fails to provide access and right of inspection sufficient to verify compliance with this CPA, the Local Government or the Secretary may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the LGGA, and/or require reimbursement of all or any portion of the Grant previously paid.

The Company shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

6.5 To the extent any information or documents gathered by or provided to the Local Government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the ("Public Records Act"), the Company shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the Local Government and DOC and their authorized representatives.

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The Company has read and understands North Carolina's laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The Company shall be responsible for any and all costs, expenses, fees, or losses that they or the Local Government or DOC or any other State entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to the Company, to the extent that the Company notified the State entity that it objects to such disclosure or release and the State defends against such release; and the Company shall indemnify the Local Government, DOC, and State entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

- 6.6 Notwithstanding anything herein to the contrary, the Parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The Parties further agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this Grant other than the LGGA shall be resolved in favor of this CPA.
- 6.7 The Company acknowledges that none of the North Carolina operations owned by the Company or a related entity or affiliate shall be curtailed as a result of the Project.
- 6.8 The Company shall perform and abide by all commitments it made in the Company Application, except as otherwise expressly stated herein. The Company affirms its commitments made in the Company Application, and the commitments contained therein are incorporated herein by reference, as if set out in full. The Parties agree that any conflict between the provisions of this CPA and any commitments made in the Company Application to DOC shall be resolved in favor of this CPA.
- 6.9 The Company indemnifies and holds harmless the Local Government, DOC, and State entities, and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the Company in connection with the performance of this CPA, and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the Company releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the Facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Company or any of its agents, contractors, servants, employees, licensees, lessees, or assignees). Each Indemnified Party is an express, third party beneficiary of the Company's obligations under this Paragraph.
- 6.10 The representations made by the Company in the Company Application to DOC or as part of the application process are incorporated herein by reference and deemed by the Parties to be material to this CPA. The Company affirms these representations. The Parties agree that any conflict

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New and Retained Jobs; Company Only
Form 2018*

between any representations contained in this CPA and those representations contained in the Company Application to DOC or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.

- 6.11 The recitals are an integral part of this CPA.
- 6.12 If the Company has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied by the Company for more than one year, this CPA may be declared in default and terminated at the direction of DOC.
- 6.13 The Local Government's obligation to make disbursements to the Company under this CPA is contingent upon the Local Government's receipt under the LGGA of the necessary disbursements from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the Grant to DOC.
- 6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this CPA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.
- 6.15 The Parties agree that the State of North Carolina Department of Commerce is a third-party beneficiary of this CPA and may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the Grant.
- 6.16 The Company shall comply with all applicable federal, state, and local laws and regulations. If the Company fails to comply with any law or regulation applicable to it, the Secretary may, in his sole discretion, terminate the Grant and declare that no future Grant disbursement shall be due and payable and/or require the Company to reimburse DOC all or part of any Grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the Company is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, Grant funds be withheld until such time as a determination of culpability or liability is made, and, if the Company is determined to be in violation, the Grant may be terminated and the Company may be required to reimburse the DOC for all or part of any Grant funds previously disbursed. If such investigation is not concluded within two (2) years of the Grant End Date, the DOC may terminate the Grant.
- 6.17 Failure of the Local Government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the Local Government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Local Government or DOC of any condition or the breach of any term, provision or representation contained in this CPA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

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- 6.18 The Company is encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the Project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.
- 6.19 In addition to any rights and remedies provided to the Local Government and DOC by law, DOC has the right, without prior notice to Company, any such notice being expressly waived by Company to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the Company's obligation to repay some or all of Grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the State to the Company.
- 6.20 **This Grant award shall terminate and be null and void on March 16, 2020, if by that date the Company has not delivered back to the DOC, two originals of this CPA, duly executed by an authorized officer of the Company, and attested in the manner provided below. This Grant is also subject to the requirement that the Local Government deliver to the DOC, one original each of the LGGA and this CPA, duly executed by an authorized official of the Local Government, within sixty (60) calendar days following the date on which the DOC sends the LGGA and CPA to the Local Government, together with a copy of the agreement with the Company governing the local incentives to be provided for the Project.**

IN WITNESS WHEREOF, the Company and the Local Government have executed this Company Performance Agreement, effective as of the day and year first written above. This CPA is executed under seal for purposes of any statute of limitations.

Approved and Accepted:

Town of Tarboro
(Local Government)

(Official Seal)

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____, Clerk

Signature page follows

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Sara Lee Frozen Bakery, LLC
(Company)

(Corporate Seal)

By: [Signature]
Name: JEFFREY M. GRUNBECK
Title: CEO
Authorized Corporate Officer
Date: 2.28.2020

STATE OF Illinois
COUNTY OF DuPage

I, Lauren Mejia, a Notary Public of said State and County, do hereby certify that Jeffrey M. Grunbeck (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

Lauren Mejia
Notary Public Signature
Lauren Mejia
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 28 day of Feb, 2020

(Official Seal or Stamp)

My Commission expires on Dec. 10, 2022



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Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Residential Dev. Incentive Program - Cambridge Commons Phase II Agreement

Date: 5/11/2020

Memo Number: 20-31

In accordance with Chapter 17, Article I, Section 17-2 of the Tarboro Code of Ordinances, the Tarboro Town Council wishes to encourage the creation of additional residential development by participating, on a reimbursement basis, in the extension of water, sewer, and street infrastructure. Four Seasons Properties has requested that the Town Council enter into an Agreement for Installation of Streets and Utilities to reimburse half the cost of water, sewer, and street infrastructure on Cambridge Commons II Subdivision approved at the the April 2020 Town Council Meeting.

It is recommended that Council enter into an Agreement for Installation of Streets and Utilities with Four Seasons Properties extend water, sewer, and street infrastructure to develop thirty-two residential lots in Tarboro.

ATTACHMENTS:

Description	Upload Date	Type
Cambridge Common Phase II Agreement	5/7/2020	Cover Memo

STATE OF NORTH CAROLINA

EDGECOMBE COUNTY

AGREEMENT FOR INSTALLATION OF SUBDIVISION STREETS AND UTILITIES

This agreement is entered into this 11th day of May, 2020 by and between the Town of Tarboro, a North Carolina municipal corporation (the "Town"), and Four Seasons Contractors, a corporation doing business in Edgecombe County ("the Developer".)

WHEREAS, the Town is authorized by N.C.G.S. §160A-296 to construct new public streets and by N.C.G.S. §160A-312 to extend its water and sewer utility lines; and

WHEREAS, Chapter 17, Article I, Section 17-2 of the Town Code authorizes the Town to reimburse Developer up to fifty percent of the cost of improving and/or extending water lines, sewer lines, and streets to serve lots in newly created residential subdivisions; and

WHEREAS, the Developer has requested the Town to extend its utility lines and/or to construct streets to serve the subdivision identified below in accordance with the above-mentioned policies; and

WHEREAS, the Developer estimates the total cost of water, sewer, and street improvements to be \$990,000; and

WHEREAS, the Town will reimburse the Developer for no more than half, or \$495,000 of these costs per Chapter 17, Article I, Section 17-2 of the Tarboro Code of Ordinances.

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises set forth below, the parties to the Agreement agree as follows:

1. This Agreement applies to the subdivision known as **Cambridge Commons Phase II** in the Town of Tarboro, North Carolina (the "Subdivision").
2. The Developer shall seek approval for the Subdivision in accordance with the provisions of the Tarboro Unified Development Ordinance. Upon receipt of final plat approval for Subdivision, the Developer shall record the final plat and thereby dedicate to the Town the street rights-of-way and utility easements necessary to construct the streets and utility lines that will serve the lots shown in such final plat. If any off-site easements are necessary to extend public streets or utility lines to the subdivision, the Developer shall obtain such easements and convey them to the Town at the time the final plat is recorded. If the Developer fails to obtain final plat approval within twelve months from the date of execution of this Agreement, or to obtain any necessary off-site easements by the time the final plat is recorded, then this Agreement shall become null and void.

3. The Developer shall obtain the approval of the Town Engineer and Town Planner for the Subdivision plan prior to the official recording of the final plat. All construction relating to the Subdivision shall be subject to inspection and approval by the Town.

4. Reimbursement shall be provided on a per-structure basis upon the issuance of a certificate of occupancy for each dwelling unit.

5. Within twelve months after the recording of a final plat, the Developer shall complete the construction of all streets and utility lines necessary to serve the lots shown in such recorded plat in accordance with the provisions of the Town Code referenced above.

6. The Developer shall construct the Subdivision in accordance with the Subdivision plan, as approved by the Town, and in accordance with the requirements of all applicable Town Ordinances.

The Developer shall also construct the Subdivision in accordance with the following, which apply to all improvements or projects regardless of their date of commencement and/or completion of construction, and are made a part of this Agreement by reference:

- (a) The standards of the American Society for Testing Materials (ASTM);
- (b) The requirements of the Occupational Safety and Health Administration (OSHA);
- (c) The requirements of the Federal Americans with Disabilities Act (ADA);
- (d) The Standard Specifications for Road and Bridge Construction of the North Carolina Department of Transportation;
- (e) The Standards of the American National Standards Institute (ANSI).

7. In emergencies affecting the safety or protection of persons or the work or property at the subdivision or adjacent thereto, the Developer, without special instruction or authorization from the Town, is obligated to act to prevent threatened damage, injury, or loss. If the Town has to use its resources in an emergency affecting the Development, it is agreed that the Town will keep a record of costs associated therewith and will be reimbursed by Developer.

8. The Developer agrees that should it default in performing any of its obligations under this Agreement and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Agreement or sue for any sums of money due and owing or liability arising incidental to the Agreement, Developer will pay to the Town reasonable attorney's fees and expenses of litigation.

9. The Developer will indemnify and hold the Town harmless against all claims that may arise out of or result from the Developer's performance under this Agreement, whether such claims arise out of the actions of the Developer, any subcontractor of the Developer, or anyone directly or indirectly employed by either of them. This indemnity agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from the Developer changing the volume or velocity of water leaving the Developer's property and entering upon the property of others, and claims under any statutes, Federal or state, relative to water, drainage, and/or wetlands, and reasonable

attorney's fees and costs incurred by the Town in defending itself as a result of the aforesaid and/or enforcing this Agreement.

10. The Developer shall maintain barricades, fences, guards and flagmen as reasonably necessary to ensure the safety of all persons at or near the subdivision during construction. All construction material, including, without limitation, mud, silt, dirt, and gravel, shall be kept off existing streets at all times. In the event such mud, silt, dirt, gravel, or other construction material is washed, blown or carried into an existing street, the Developer shall take immediate steps to remove such materials. If the Developer does not remove such materials after notification by the Town, and the Town deems it necessary to clean the affected streets, the Developer agrees to reimburse the Town for all such cleaning expenses.

11. If any provision of this Agreement is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not a part of this Agreement. Furthermore, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

12. The failure of the Town to insist upon prompt and strict performance of any of the terms, conditions, or undertakings of this Agreement, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking, or right.

13. This Agreement shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties.

14. All notices, demands, and requests required or permitted by this Agreement shall be in writing (including telecopy communications) and shall be sent by facsimile transmission, air or other courier, or hand delivery.

15. This Agreement is governed by the laws of the State of North Carolina.

WHEREFORE, each of the parties hereto has caused this Agreement to be executed in its respective Corporate name by its duly authorized respective officers in duplicate originals, one of which is to be retained by each of the parties hereto, the said day and year first above written.

TOWN OF TARBORO

By: _____

Attest:

(Corporate Seal)

DEVELOPER

By: _____

Attest:

(Corporate Seal)