
AGENDA
TOWN COUNCIL OF THE TOWN OF TARBORO, NC
REGULAR MEETING HELD AT 7:00 PM, MONDAY, AUGUST 19, 2019
IN THE COUNCIL ROOM, TOWN HALL, TARBORO, NC

1. MEETING CALLED TO ORDER BY THE MAYOR

PLEASE TURN CELL PHONES OFF

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA BY COUNCIL

5. PRESENTATION BY COUNCIL

- (1) Recognition of Town Employees - Assistance with Hurricane Michael

6. REQUESTS AND PETITIONS OF CITIZENS

(Five minute time limit per person)

7. TOWN MANAGERS RECOMMENDATIONS

Consent Items

- (1) Approve minutes of July 8, 2019 regular meeting.
- (2) 2018 Tax Levy Adjustment
- (3) Tax Collector's Report

Action Items

- (4) Call for Public Hearing - Economic Development
- (5) Edgecombe County Request for Armory Building
- (6) Joint Use Agreement - Facility Use ECPS and the Town of Tarboro
- (7) Offer to Purchase 2203 Sherwood Ave.
- (8) Bid Award - Tree Care Bucket Truck
- (9) Bid Award - RFQ For Brownfields Initiative
- (10) Budget Amendment - Redevelopment Commission Project
- (11) Re-appropriations from FY2018-2019 to FY2019-2020
- (12) HMGP Contract Amendment for SARF
- (13) ESFRLP-19 Policies and Procedures
- (14) NCDOT - Tarboro "Hometown Homecoming" Parade Ordinance

8. OTHER REPORTS

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

9. ADJOURNMENT



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: 2018 Tax Levy Adjustment

Date: 8/19/2019

Memo Number: 19-56

The Schedule of 2018 Tax Levy Adjusted as of August 19, 2019, attached hereto, lists the valuation and tax amount of one (1) release . The release has been approved by Edgecombe County Tax Assessor's Office.

It is recommended that Council:

1. Enter into the minutes 2018 Tax Levy release number 29 in the amount of \$37.84, and
2. Approve the Schedule of 2018 Tax Levy Adjusted as of August 19, 2019, in the amount of \$3,410,714.14.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------------|-------------|------------|
| 2018 Tax Levy Adjustment | 8/8/2019 | Cover Memo |

TOWN OF TARBORO, NORTH CAROLINA
SCHEDULE OF 2018 TAX LEVY
Adjusted as of August 19, 2019

VALUATIONS

| | Real | Personal | Public Service Companies | Dog Tax | GAP | Total |
|-------------------------------|-------------|-------------|--------------------------------|---------|-----------|-------------|
| Balance July 8, 2019 | 584,036,647 | 209,908,892 | 32,514,999 | 0 | 6,808,462 | 833,269,000 |
| After list: | 0 | 0 | 0 | 0 | 0 | 0 |
| Less Releases: 29 | 0 | (8,390) | 0 | 0 | 0 | (8,390) |
| Balance as of August 19, 2019 | 584,036,647 | 209,900,502 | 32,514,999 | 0 | 6,808,462 | 833,260,610 |

TAX CALCULATIONS

| | Real, Personal, & Pub. Ser. Co. | Late Listing Penalty | Auto Tax | Dog Tax | GAP | Total |
|-------------------------------|------------------------------------|-------------------------|----------|---------|----------|--------------|
| Balance July 8, 2019 | 3,388,499.70 | 14,076.43 | 0.00 | 882.00 | 7,293.85 | 3,410,751.98 |
| After list: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Less Releases: 29 | (34.40) | (3.44) | 0.00 | 0.00 | 0.00 | (37.84) |
| Balance as of August 19, 2019 | 3,388,465.30 | 14,072.99 | 0.00 | 882.00 | 7,293.85 | 3,410,714.14 |

ITEMIZED RELEASES

| Rel. No. | Name/Description | Acct. No. | Real, Personal & Pub. Ser. Co. | Late Listing Penalty | Auto Tax | Dog Tax | GAP | Total |
|----------------|---|-----------|-----------------------------------|-------------------------|----------|---------|------|-------|
| *29 | Deborah Nichole Keel Property sold in 2017 | 6090 | 34.40 | 3.44 | 0.00 | 0.00 | 0.00 | 37.84 |
| Total Releases | | | 34.40 | 3.44 | 0.00 | 0.00 | 0.00 | 37.84 |

*approved by Finance Officer

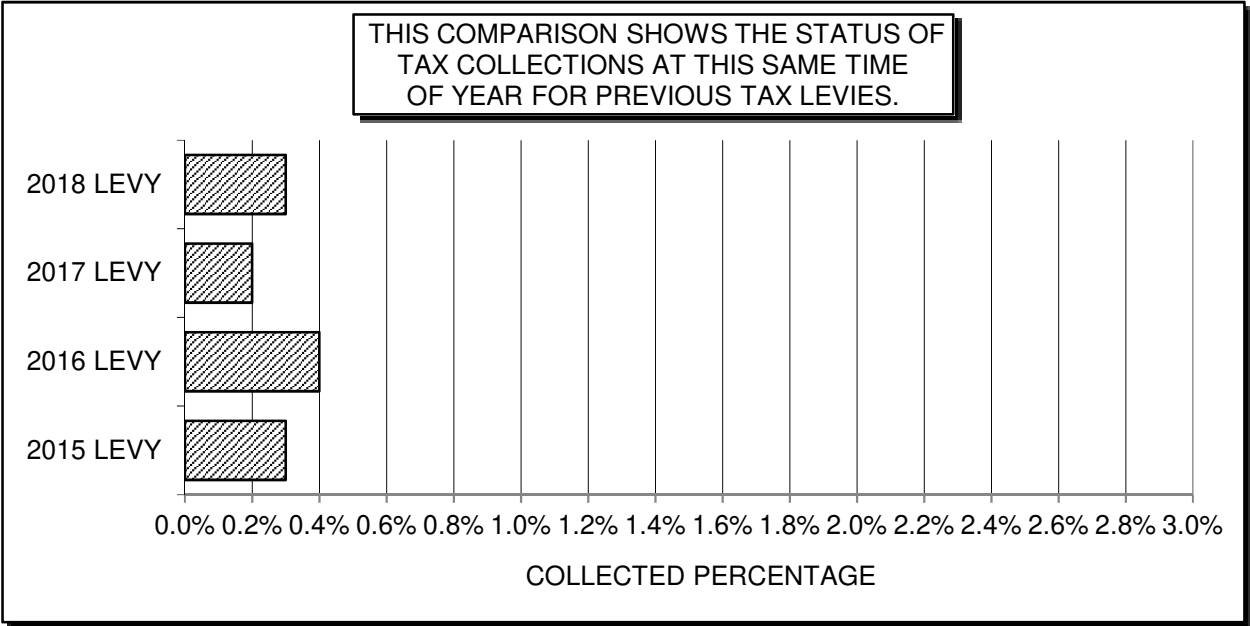
TOWN OF TARBORO, NORTH CAROLINA

TAX COLLECTOR'S REPORT

For the Year Ended July 31, 2019

| Levy Year | Current Fiscal Year Charges | COLLECTIONS | | Uncollected Balance | Collected Percentage |
|-------------------------|-----------------------------|-------------------------|-------------------------|--------------------------|----------------------|
| | | This Month | Fiscal Year-To-Date | | |
| 2018 | 3,258,043.84 | 31,427.48 | 31,427.48 | 105,833.76 | 96.75% |
| 2017 | 86,029.55 | 2,150.25 | 2,150.25 | 40,503.63 | 98.74% |
| 2016 | 40,991.85 | 595.68 | 595.68 | 27,439.92 | 99.17% |
| 2015 | 31,024.16 | 680.49 | 680.49 | 22,351.06 | 99.33% |
| 2014 | 22,214.61 | 168.78 | 168.78 | 15,785.48 | 99.53% |
| 2013 | 16,192.40 | 59.49 | 59.49 | 12,404.39 | 99.65% |
| 2012 | 27,224.76 | 79.01 | 79.01 | 24,373.30 | 99.32% |
| 2011 | 13,365.00 | 0.00 | 0.00 | 11,809.11 | 99.67% |
| 2010 | 18,080.88 | 0.00 | 0.00 | 17,179.28 | 99.47% |
| 2009 | 8,881.55 | 0.00 | 0.00 | 8,394.93 | 99.73% |
| Prior | <u>16,259.69</u> | <u>0.00</u> | <u>0.00</u> | <u>14,737.94</u> | - |
| Subtotal | <u><u>3,538,308.29</u></u> | 35,161.18 | 35,161.18 | <u><u>300,812.80</u></u> | |
| | | <u>2,698.07</u> | <u>2,698.07</u> | <== Interest on Taxes | |
| Net Tax Collections ==> | | 37,859.25 | 37,859.25 | | |
| | | 0.00 | 0.00 | <== Privilege Licenses | |
| | | 0.00 | 0.00 | <== Electronic Gaming | |
| | | <u>0.00</u> | <u>0.00</u> | <== Beer & Wine Licenses | |
| TOTAL COLLECTED ==> | | <u><u>37,859.25</u></u> | <u><u>37,859.25</u></u> | | |

prepared by: Leslie M. Lunsford, Collector of Revenue



COLLECTED PERCENTAGE



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Call for Public Hearing - Economic Development

Date: 8/19/2019

Memo Number: 19-57

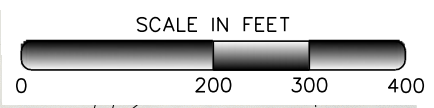
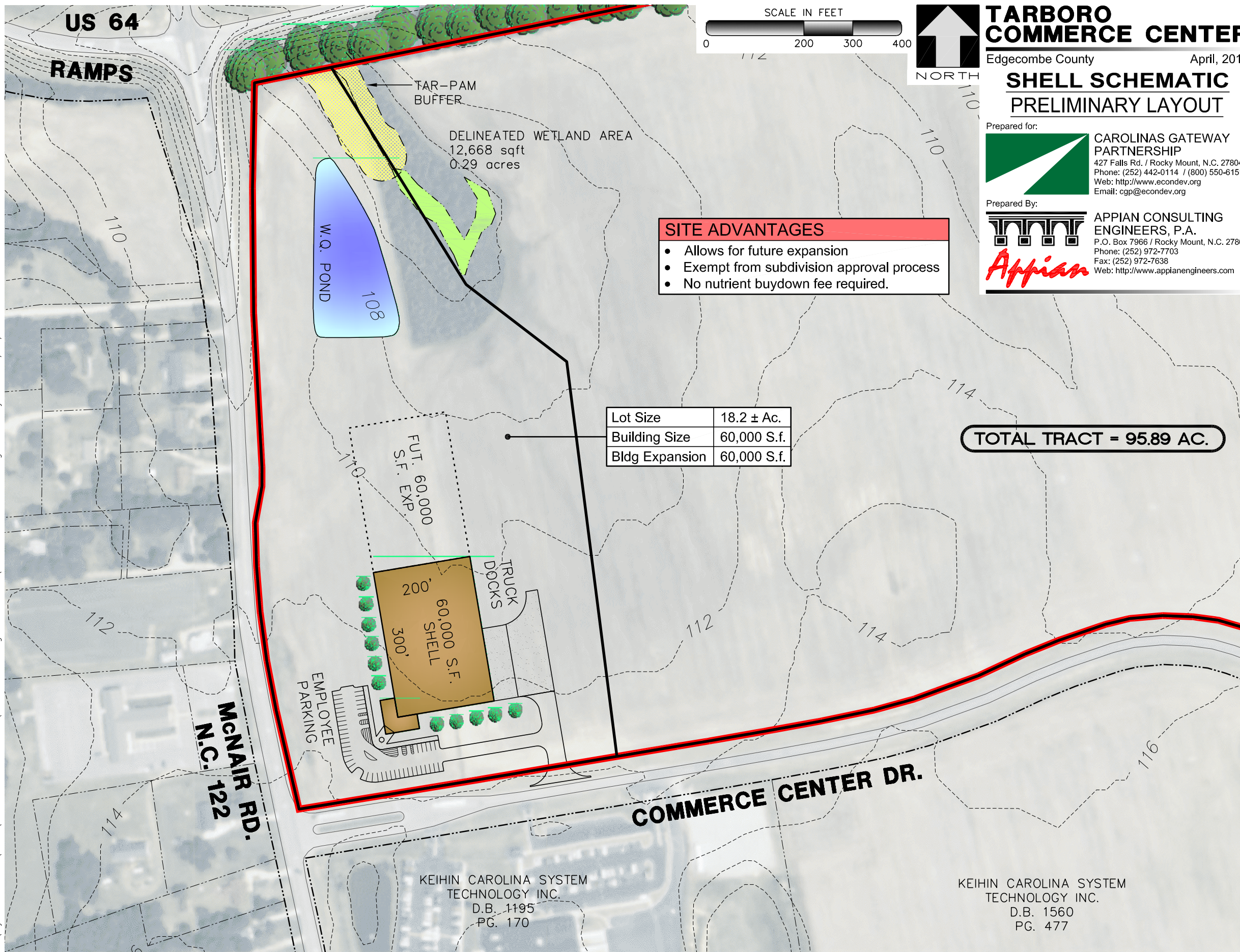
The Town of Tarboro intends to convey approximately eighteen acres in the Tarboro Commerce Park at the corner of McNair Road and Commerce Center Drive. The value of the land has been determined to be \$15,000 per acre, or approximately \$270,000. The proposed consideration is the construction of a 65,000 square foot shell building for industrial or commercial purposes, to have at least a \$2,000,000 total investment by the property developer. In order to convey this property, North Carolina General Statutes requires that a public hearing be held to allow for public input on this matter.

Therefore, it is recommended that Council call for and hold a public hearing at the September 9, 2019 Town Council Meeting to convey approximately eighteen acres of land in the Tarboro Commerce Center for an economic development project.

ATTACHMENTS:

| Description | Upload Date | Type |
|-----------------------------------|-------------|------------|
| Shell Building Proposed Site Plan | 8/9/2019 | Cover Memo |

E:\My Documents\mike\CAROLINA-GATEWAY\TCC-Shell-bldg-schematic\tcc-shell-dev-60k.dwg <60k-layout> 07/17/2019 - 10:53:33 AM




TARBORO COMMERCE CENTER

Edgecombe County April, 2019

SHELL SCHEMATIC PRELIMINARY LAYOUT

Prepared for:
 **CAROLINAS GATEWAY PARTNERSHIP**
427 Falls Rd. / Rocky Mount, N.C. 27804
Phone: (252) 442-0114 / (800) 550-6151
Web: <http://www.econdev.org>
Email: cgp@econdev.org

Prepared By:
 **APIAN CONSULTING ENGINEERS, P.A.**
P.O. Box 7966 / Rocky Mount, N.C. 27804
Phone: (252) 972-7703
Fax: (252) 972-7638
Web: <http://www.apianengineers.com>

- SITE ADVANTAGES**
- Allows for future expansion
 - Exempt from subdivision approval process
 - No nutrient buydown fee required.

| | |
|----------------|-------------|
| Lot Size | 18.2 ± Ac. |
| Building Size | 60,000 S.f. |
| Bldg Expansion | 60,000 S.f. |

TOTAL TRACT = 95.89 AC.

KEIHIN CAROLINA SYSTEM
TECHNOLOGY INC.
D.B. 1195
PG. 170

KEIHIN CAROLINA SYSTEM
TECHNOLOGY INC.
D.B. 1560
PG. 477



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Edgecombe County Request for Armory Building

Date: 8/19/2019

Memo Number: 19-58

The Town of Tarboro has received a formal request from Edgecombe County for the Town of Tarboro to convey its ownership of the former National Guard Armory building located at 400 E. Walnut Street. The County proposes to utilize the building for Emergency Management purposes, including using it as a receiving and distribution center during natural disasters. Eric Evans, Edgecombe County Manager, will be present to answer questions regarding this request.

ATTACHMENTS:

| Description | Upload Date | Type |
|--|-------------|------------|
| Letter Requesting Conveyance of Ownership - Armory | 8/8/2019 | Cover Memo |

Edgecombe County

Phone: (252) 641-7834

Fax: (252) 641-0456



Post Office Box 10 • 201 Saint Andrew Street
Tarboro, North Carolina 27886

July 18, 2019

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

Re: Request to convey ownership interest in the National Guard Armory

Dear Mr. Lewis,

As you are aware, both the Town and County recently regained ownership of the former National Guard Armory on 400 E. Walnut St. Thank you for supporting the County using the facility during our response to Hurricane Florence. It proved to be very useful as a receiving and distribution center for critical supplies during that event.

I shared with our Board that the facility can become a critical resource for the County in disaster response, and that the County having full ownership of the building would be more accommodating to using it as such. They agreed and authorized me to submit a request to the Town of Tarboro to convey its interests in the building to the County. I hope that you and your board will favorably consider the County's request.

I am happy to meet with you to discuss this further. I would also be more than willing to present this request to your board. Let me know if you have any questions. I can be reached at (252) 641-7834.

I look forward to hearing from you soon.

Sincerely,

Eric Evans,
County Manager



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Joint Use Agreement - Facility Use ECPS and the Town of Tarboro

Date: 8/19/2019

Memo Number: 19-59

The Town of Tarboro has enjoyed a long partnership of joint facility use with Edgecombe County Public Schools (ECPS). While we certainly wish this to continue, recent events have highlighted the need to enter into a formal Joint Use Agreement with Edgecombe County Public Schools outlining the responsibilities of each party.

It is therefore recommended that Council adopt the attached Joint Use Agreement between the Town of Tarboro and Edgecombe County Public Schools and ask them to do the same in a timely manner to avoid loss of use of Town facilities.

ATTACHMENTS:

| Description | Upload Date | Type |
|--|-------------|------------|
| Joint Use Agreement - Town of Tarboro and ECPS | 8/14/2019 | Cover Memo |

TOWN OF TARBORO
North Carolina
Edgecombe County

This AGREEMENT, made and entered into by and between The Town of Tarboro, a North Carolina municipal corporation, hereinafter referred to as "the Town," and the Edgecombe County Public Schools, a North Carolina corporation with its principal office in Tarboro, North Carolina, hereinafter referred to as "the School."

WITNESSETH:

WHEREAS, the parties hereto have agreed to enter into a joint use agreement with regard to the specific properties owned by each of them as authorized by Section 160A-274 of the General Statutes of North Carolina; and

WHEREAS, either or both of the parties hereto agree to follow the procedures of Article 12 of G.S. 160A in the event the Attorney General of North Carolina advises either or both that such a procedure is necessary or advisable as it relates to joint use of property as required by this agreement; and

WHEREAS, this agreement has been approved by the governing body of each of the parties hereto; and

WHEREAS, each of the parties hereto owns properties which the other can utilize without unduly affecting the use thereof by the owner; and

WHEREAS, such joint use will enable each of the parties hereto to acquire use of properties which each must have to fulfill its corporate purposes; and

WHEREAS, the joint use of such properties will reduce the necessity of purchasing additional properties thereby reducing the corporate spending of each of the parties hereto.

NOW, THEREFORE, the parties hereto agree as follows:

1. The properties owned by the Town which may be used by the School as set out herein are as follows:

- (a) Baseball field, concession stand and other facilities at Municipal Stadium for Tarboro High School scheduled baseball games and practices.
- (b) Soccer field located at the Indian Lake Sports Complex for Tarboro High School scheduled games and practices.
- (c) Baseball and softball fields at the Indian

August 9, 2019

Lake Sports Complex for W. A. Pattillo Middle School, (Martin Millennium Academy) and Tarboro High School games and practices.

- (d) Trails at Indian Lake Park for Cross Country matches and practices.

2. The properties owned by the School which may be used by the Town as set out herein are as follows:

- (a) Football field, track, spectator areas and press box at the Viking Football Stadium for the Midget football games and Down East Senior Games held every 3rd year in Tarboro (2017, 2020)
- (b) Grass parking field located at Tarboro High School next to football stadium for the fireworks display on 4th of July.
- (c) Gyms of Tarboro High School, Martin Millennium Academy, and/or W.A. Pattillo Middle School if needed for additional event space for Senior Games or other special events as needed.

3. The School may have use of the properties described in paragraph 1. above for its activities, athletic practices, games, matches, and meets provided the facility is not scheduled for use by the Town and then only if approved by the Town. The parking facilities associated with these facilities may also be used if not being used by the Town, and then only if approved by the Town. In determining priority of use of the facilities, the Town shall always be mindful of the special relationship historically enjoyed between the Town and the School in the joint use of their respective facilities.

4. The Town may have use of the properties described in paragraph #2 above for its activities, athletic practices, games, matches, and meets provided the facility is not scheduled for use by the School and then only if approved by the School. The parking facilities associated with these facilities may also be used if not being used by the School, and then only if approved by the School. In determining priority of use of the facilities, the School shall always be mindful of the special relationship historically enjoyed between the School and the Town in the joint

August 9, 2019

use of their respective facilities.

5. At least one month prior to using any facility owned by the other, the party desiring use of such facility shall furnish to the owner of the facility a schedule of events and practices to occur on each facility, and the use to be made of such facility if such use is to occur on a regular basis. In the event the use thereof must be approved by the owner of the facility, then the request for use should be made as soon as practicable. Schedules and requests for use by the School shall be presented to the Recreation Director of the Town and he or she shall have authority to approve any request for use which requires approval of the Town before using the same. Schedules and requests for use by the Town shall be presented to the Athletic Director when using facilities located at the high school are desired and to the Director of Secondary Programs when any of the other facilities of the School are to be used by the Town.

6. Unless otherwise provided herein, each party hereto shall repair and maintain the facilities owned by each of them, and if one of the parties advises the other that its facilities are not being properly repaired or maintained thereby preventing or hindering the use thereof by the other, then the party owning the facility shall comply with any request for additional repairs or maintenance by the other provided such request is necessary and reasonable. In the event any facility owned by either party is damaged while being used by the other during a scheduled act by either the Town or the School, then the party using such property during the time such damage occurs shall be responsible for repairing the same. In the event any facility requires special maintenance or preparation such as mowing, marking, dragging, purchasing/applying drying agent, etc., before being used by the non-owning party, maintenance or preparation expenses shall be borne by the party using such facility.

7. The Town in its sole discretion will make decisions on when to close its facilities due to inclement weather. The School agrees to comply with the Town's inclement weather determination and will not access Town property on these days. The School in its sole discretion will make decisions on when to close its facilities due to inclement weather. The Town agrees to comply with the School's inclement weather determination and will not access School property on these days.

8. The Town agrees to provide a key to the designated
August 9, 2019

coach only, allowing access as defined in section #1 and the School agrees to not duplicate the key or distribute to other coaches, staff or participants. The School agrees to provide a key to the program supervisor only, as defined in section #2 and the Town agrees to not duplicate the key or distribute to other Town staff or participants. If either party does not provide a key to access properties or needed amenities, then the Town or School agrees to unlock and secure *under the provisions of this agreement*.

9. When any facility owned by one party is being used by the other under the provisions of this agreement, the party using such facility shall be responsible for furnishing a competent person to oversee the activities which are being conducted on such facility.

10. Neither party hereto shall be obligated to pay any rent or user's fee to the owner of any facility described hereunder for the use thereof except that ECPS will continue to pay the utility bill for Municipal Stadium as agreed to in the past.

11. The Town may continue activities now being undertaken by it at Indian Lake Sports Complex such as softball, baseball, midget football, and soccer.

12. If either the Town or the School wishes to make capital improvements to the other's property, this will be allowed provided the plans for such improvements are approved by the owner of the property and the party requesting the improvements pays the cost of the improvements.

13. The owner of any facility shall not be liable for liability or damage claims for injury to persons or property from any cause which occurs while the other party is using such facility. The user of the facility shall indemnify the owner from all liability, loss or other damage claim or obligations resulting from any injuries or damage which occurs while the other is using such facility, and to that extent, hereby waives any immunity relative thereto which it may be entitled to as a municipality or subdivision of the State of North Carolina as it relates to the other party hereto.

14. In the event either party breaches any provision of this agreement and the same is not cured within 30 days after notice thereof is received by the party allegedly breaching the agreement, the party aggrieved may either cancel this agreement, in August 9, 2019

which case the same shall become null and void, or may bring an action against the breaching party for specific performance of this agreement.

15. The term of this agreement shall be for a period of five (5) years from the date hereof and shall be automatically renewed from year to year thereafter unless one of the parties hereto shall terminate this agreement after five (5) years by giving notice of such termination to the other party at least one hundred eighty (180) days prior to the end of any year of this agreement. This agreement may also be replaced by a new agreement approved by both parties.

This agreement shall replace any prior agreement.

16. The terms and the implementation of this agreement shall be subject to review in February of each year during the term hereof by the Town Manager of the Town and the Superintendent of the Schools to determine means and methods which can improve the implementation of this agreement. In the event either party requests such a review in writing, this agreement shall be reviewed at a joint meeting of the Town Council of Tarboro and the School Board of the Edgecombe County Schools. This agreement shall not be amended or modified as a result of any review unless such amendment or modification is approved by both of the parties hereto.

17. In the event the School merges with another school unit whether by agreement or by legislative act or judicial order, then this agreement shall upon date of such merger become null and void and of no effect.

18. Any notice under this agreement shall be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, or designated by such party in writing. The Town hereby designates its address as the Town of Tarboro, c/o Town Clerk, P.O. Box 220, Tarboro, North Carolina 27886. The School hereby designates its address as the Edgecombe County Schools, c/o Superintendent, 2311 North Main Street, Tarboro, North Carolina 27886.

19. By mutual agreement of the Town Council of Tarboro and the Edgecombe County Public Schools Board of Education this agreement can be voided.

20. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and August 9, 2019

shall not be modified without the consent of both parties, and no representation or undertaking is made by either party to the other party except as expressly stated herein.

21. Neither party shall assign this agreement nor any right or obligation hereunder without the written consent of the other party.

22. This agreement is executed, delivered and intended to be performed in the State of North Carolina, and shall be constructed and enforced in accordance with and shall be governed by the laws of said State.

IN WITNESS WHEREOF, the Town has caused this agreement to be executed in its corporate name by its Mayor and attested to by its Clerk and its corporate seal to be hereto affixed, all by authority of its Town Council duly given, and the School has caused this agreement to be executed in its corporate name by its Chairman, its corporate seal to be hereto affixed and attested by its Secretary, all by authority of its Board duly given, all as of the day and year first above written.

THE TOWN OF TARBORO

By _____
Mayor

ATTEST:

Clerk

EDGECOMBE COUNTY PUBLIC SCHOOLS

By _____
Chairman

ATTEST:

Secretary

NORTH CAROLINA

EDGECOMBE COUNTY

August 9, 2019

This _____ day of _____, 2019, personally came before me, _____, a Notary Public in and for said County and State, _____, who being by me duly sworn, says that he knows the common seal of said Town of Tarboro, and is acquainted with _____ who is Mayor of the Town of Tarboro; that he saw the said name in attestation of the execution of said instrument in the presence of the Mayor of the said Town.

Witness my hand and Notarial Seal, this _____ day of _____, 2019.

Notary Public

My commission expires: _____

NORTH CAROLINA
EDGECOMBE COUNTY

THIS IS TO CERTIFY that on the _____ day of _____, 2019, before me personally appeared _____, with whom I am personally acquainted, who being by me duly sworn, says that he is (title)Chairman and (NAME & TITLE OF PEOPLE SIGNING) described in and which executed the foregoing instrument, that he knows the common seal of said corporation, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said (Titles of people signing) (titles of who is signing again) Chairman and that the said Chairman and Secretary subscribed their names thereto and the said common seal was affixed, all by order of said Board, and that the said instrument is the act and deed of the said corporation.

Witness my hand and Notarial Seal, this _____ day of _____, 2019.

Notary Public

My commission expires: _____

August 9, 2019



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

Subject: Offer to Purchase 2203 Sherwood Ave.

Date: 8/19/2019

Memo Number: 19-60

An Offer to Purchase was submitted on August 13, 2019 by J&W, Inc. (Sheila Anderson), in the amount of \$3,000 for a vacant lot at 2203 Sherwood Avenue.

It is recommended that Council accept the bid to begin the Offer to Purchase Bid Process.

ATTACHMENTS:

| Description | Upload Date | Type |
|-------------------|-------------|---------|
| Offer to Purchase | 8/14/2019 | Exhibit |

COPY

OFFER TO PURCHASE AND CONTRACT

J&W, Inc., as Buyer, hereby offers to purchase and the Town of Tarboro as Seller, pursuant to Article 12 of Chapter 160A of the General Statutes of North Carolina, upon acceptance of said offer, agrees to sell and convey, all of the plot, piece or parcel of land described below:

1. Real property: Located in the Town of Tarboro, County of Edgecombe, State of North Carolina being known as and more particularly described as:

Street address: 2203 Sherwood Ave. Zip: 27886
4739-00-7149-00

As surveyed by: _____ on _____
See attached survey.

2. Purchase price: The purchase price is \$ 3000.00 and shall be paid as follows:

\$ 150.00 Deposit of Five percent (5%) of the purchase price paid by cash, bank certified or personal check with the delivery of this offer.

\$ 2850.00 The balance of the purchase price to be paid at closing.

3. In the event this offer is not accepted or in the event of a breach of this contract by the Seller, then the 5% deposit will be returned to the Buyer. However, in the event this offer is accepted and the Buyer breaches this contract, then the 5% deposit shall be forfeited.

Date of Offer: 8-12-2019 Date of Acceptance: _____

Buyer: J&W Inc Seller: _____

Buyer: By: [Signature] Seller: _____

copy

BUYER RESPONSIBILITY TO PAY CLOSING COST

I, J & W Inc. understand, it will be the responsibility as the Buyer of property being sold by the Town of Tarboro to pay all closing cost associated with the purchase of the property. I further acknowledge this by placing my signature below.

J & W Inc By: [Signature]
Buyer

8-12-2019
Date



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Bid Award - Tree Care Bucket Truck

Date: 8/19/2019

Memo Number: 19-61

Funding for the purchase of a Tree Care Bucket Truck was included in the Town's Budget Ordinance for FY 2019-2020 in the amount of \$205,000.

Staff issued an RFP for such equipment in July of this year and received four responses. A bid tabulation is attached.

After careful review of the submitted documentation and inquiries to those in the field, the company with the lowest bid, Versalift, was eliminated from consideration due to company's lack of prevalence in the industry especially with equipment of this size.

It is recommended that Council award the bid to Altec in the amount of \$190,798 and authorize appropriate staff to execute the necessary contracts and/or procurement documents.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|-------------|-----------------|
| Bid Tabulation - Tree Care Bucket Truck | 8/8/2019 | Backup Material |

Bid Tabulation Sheet

Project/Equipment 2019 70ft Tree Truck

| Bidder | 2019 70ft Tree truck | Alternatives | Total Bid |
|--------------------|----------------------|--------------|---------------|
| Versalift | \$ 164,557.00 | None | \$ 164,557.00 |
| Altec | \$ 190,798.00 | None | \$ 190,798.00 |
| Global | \$194,809.00 | None | \$194,809.00 |
| National Equipment | \$196,792.00 | None | \$196,792.00 |
| | | | |
| | | | |
| | | | |

Certified By:



Date:

July, 31 2019



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Bid Award - RFQ For Brownfields Initiative

Date: 8/19/2019

Memo Number: 19-62

The Town of Tarboro, in accordance with NCGS160A-20.1, solicited proposals from qualified firms to provide professional engineering and consulting services on a task-order basis for the Town's new Brownfields program.

Responses were received on Monday, August 5th at 5:00PM. One firm responded and declined, and one other response was received. After review of their Statement of Qualifications, staff recommends that Council contracts with Cardno to provide services as needed over a five-year period.

ATTACHMENTS:

| Description | Upload Date | Type |
|-----------------|-------------|------------|
| Brownfields RFQ | 8/9/2019 | Cover Memo |



August 5, 2019

Town Manager
Troy Lewis
500 N. Main St.
Tarboro, NC 27866

Cardno Inc.
11812 Lincoln St., Suite 301
Columbia, SC 29201
USA
Phone 803 960 6071
Email brian.kvam@cardno.com

www.cardno.com

**RE: Request for Qualifications
Brownfields Initiative**

Dear Mr. Lewis,

We are sure The Town of Tarboro will find the EPA Brownfields Program a valuable tool for you to utilize in the continued redevelopment and revitalization of your community. Cardno appreciates the opportunity to submit our Statement of Qualifications (SOQ) for consideration to provide Professional Brownfield Consulting Services to the Town. Our experience speaks for itself as we have, and continue to assist numerous communities throughout North Carolina and the Southeast. We are excited about the possibility of helping you create a successful program.

Cardno is a multi-dimensional brownfields consulting firm experienced in both the technical and programmatic aspects of brownfield grant writing, site assessments, planning, cleanup, and redevelopment services. Cardno has become one of the most experienced and largest providers of brownfield services in the country, and a recognized leader in comprehensive brownfields redevelopment services. At Cardno, we pride ourselves on being responsive to our clients, and we are committed to providing unsurpassed responsiveness to the Town's Brownfield Program through professional staff in offices located in Winston Salem and Charlotte, NC, Columbia and Greenville, SC, and Richmond, VA.

For a successful Brownfields Program, the Town needs a consultant with a winning record for the competitive grant awards and the demonstrated experience in completing EPA Brownfield projects. No other consultant can match the success Cardno has with securing funding for communities and achieving results for their projects. We have been writing brownfield grants for communities for over 19 years, and we have successfully secured over **\$100 million in EPA Brownfield grants**. We have provided grant writing support, environmental services, and redevelopment and cleanup planning **on over 100 different EPA Brownfield Grants** across the southeast.

While we offer turn-key Professional Brownfield Consulting services, ours is not a "cookie cutter" approach. **We specialize in brownfields redevelopment that fit your community needs and view projects as more than just environmental assessments.** We will help you identify potential projects, author a compelling grant application, actively market your program, conduct high-quality environmental assessments, and develop realistic cleanup and redevelopment strategies. Select Cardno, and let us help you build a successful program and foster redevelopment in Tarboro.

Thank you for your consideration. We would gladly welcome the opportunity to further discuss our capabilities and philosophy for building successful brownfield programs.

Regards,

A handwritten signature in blue ink that reads 'Brian Kvam'.

Brian Kvam, PG
Senior Principal – Brownfields & Redevelopment

Town of Tarboro, NC Brownfields Initiative

Submitted by
Cardno
1812 Lincoln Street
Suite 301
Columbia, South Carolina 29201

August 5, 2019



 **Cardno**

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Qualifications Summary

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|--|---|
| Approach and Understanding of the Scope of Work | <ul style="list-style-type: none"> • Focused on results-oriented brownfields redevelopment, not just assessment • Able to complete all aspects of EPA Brownfields projects, including grant writing, community involvement, environmental assessment, redevelopment planning, cleanup planning and oversight of cleanup activities |
| Experience and Ability to Complete the Work | <ul style="list-style-type: none"> • Most experienced firm managing EPA Brownfields grants • Able to support projects from "Concept through Construction" • Over 200 staff members located in the area available to support the project as needed |
| Demonstrated Brownfields Experience | <ul style="list-style-type: none"> • Demonstrated success with over 125 EPA Brownfield grants, including more than 30 in NC • Cardno currently manages Burke County, East Spencer, Greenville, Lincolnton, Richmond County, Robbins, Wilson, and Spring Hope, NC, and several communities in SC, VA, GA and FL |
| Proven Track Record of Community Engagement | <ul style="list-style-type: none"> • Conducted successful community outreach activities under EPA grants for more than 18 years • Demonstrated experience with community groups, including City Council presentations and visioning outreach sessions with neighborhood groups and other stakeholders |
| Environmental Assessment and Cleanup Experience | <ul style="list-style-type: none"> • Completed hundreds of Phase 1 and 2 Environmental Site Assessments (ESAs) under EPA Brownfield grants, and thousands under different sources of funding • Lead technical support staff are licensed NC Professional Geologists |
| Quality of Performance on Brownfields Projects | <ul style="list-style-type: none"> • Client satisfaction demonstrated through the long-term support and repeat business of clients, such as Wilson and Robbins (see references) • Demonstrated success in securing funding, completing assessments and cleanup, negotiating brownfield agreements with NCDEQ and encouraging the redevelopment of sites |
| Participation of Small, Minority, Woman and Veteran Owned Businesses | <ul style="list-style-type: none"> • Committed to providing opportunities to disadvantaged business enterprises, including firms such as Elite Techniques for drilling and Prism Laboratories for analytical laboratory services. |
| Creativity and Innovation | <ul style="list-style-type: none"> • Created site designs and cleanup redevelopment strategies that maximize site potential and resources and meet the stakeholders goals and objectives |
| Capacity to Extend Initial Three-Year Contract Period | <ul style="list-style-type: none"> • Proven ability to create sustainable programs and secure follow-on funding and leverage other funding sources • Successfully secured follow on grants and funding for numerous communities in NC and across the southeast |

Experience and Capacity

Cardno is a professional services firm delivering solutions to create or improve the physical and social infrastructure of communities around the U.S. Our team can plan, design, and deliver sustainable projects for community programs. Key areas of expertise include brownfields assessment, cleanup and redevelopment, environmental services, civil engineering, geotechnical services, survey and mapping services, project management, and development assistance. Cardno provides clients with access to approximately 2,000 professionals in over 100 locations in the U.S., including offices in Winston Salem and Charlotte, North Carolina and Columbia and Greenville, South Carolina.

Cardno has developed one of the nation's most comprehensive brownfields programs. Our expertise has been earned through our extensive experience in providing EPA Brownfields grant writing, site assessment, cleanup, redevelopment planning and program management assistance for local governments. We provide an in-depth knowledge of both federal and state brownfields programs with an established, successful track record with EPA Brownfields project officers, various federal partners and the North Carolina Department of Environmental Quality (NCDEQ). Over the past 18 years, we have managed more than 125 EPA Brownfield projects, including more than 30 for North Carolina grantees. No other consultants have the demonstrated experience of Cardno's staff.

EPA Brownfields Expertise



We partner with communities to build a successful, sustainable brownfields program. We recognize that most local governments have limited resources, so we offer to develop EPA Brownfields grant applications at no charge. We have a long history of writing EPA Brownfields grants. In the last five years, Cardno has written grant applications for 11 North Carolina communities, winning 14 grants for a total of \$4.7 million in funding. In the past two years, we have been responsible for the successful grant applications submitted by

Salisbury, Spring Hope, Lincolnton, Robbins, Burke County, Wilson, and Greenville, North Carolina and several others located across South Carolina, Georgia, Florida, Virginia, Alabama and Mississippi.

Our commitment is to partner with the Town to build a successful, sustainable Brownfields Program, not to just write one grant. In recognition of our success and the tangible results produced during our management and execution of the grants, the EPA has consistently awarded additional grants to communities we assist. The awards in Greenwood, Pelzer, Rock Hill, Robbins, Allendale County, Sanford, Greenville (NC) and Wilson are all examples of communities receiving multiple grants over the past few years.

We will do the same for Tarboro. As you know, the brownfields grant applications are extensive, and the reviewers are looking for very specific requirements during their evaluation. In order to create a successful application, we will gather information specific to the Town, identify a clear and concise community and economic need for funding, and begin to develop partnerships for the support of the application. Each community has a different background, needs, accomplishments, opportunities, motivations, and desired results that must be reflected in its grant application in order to be successful. We will identify the Town's characteristics and accurately reflect those in the application. We will craft a well-written, compelling application to best position Tarboro for a successful award in 2019.

Recent Brownfields Projects

The following projects are just a few examples of our successful brownfield programs. All of the projects particularly demonstrate our success in developing sustainable programs, moving properties beyond just assessment, and completing all aspects of the project activities.

City of Wilson, North Carolina

Cardno has assisted the City of Wilson for the past six years in managing their community-wide assessment grants. Due to high-demand, our team closed one grant early (before the grant period expired). We are currently working with the City on a \$300,000 community-wide assessment grant awarded in 2017.

In addition to managing the existing grants, we successfully assisted the City in the development of a coalition with the City of Greenville and surrounding counties for a grant application for an EPA Brownfield Revolving Loan Fund (RLF). The EPA announced the award of the \$1 million RLF to the Eastern North Carolina Brownfield Coalition in May 2014, and we continue to assist the City with marketing the loan program and serving as the Qualified Environmental Professional for cleanup project utilizing the funding. In June of 2019, Wilson and the Eastern NC Brownfield Coalition were awarded \$450,000 in supplemental RLF funding.

Under their assessment grants, our team is responsible for the site inventory, Phase I and Phase II ESAs, community outreach and education and clean-up planning for the projects. The City has leveraged the EPA funding to encourage the developers to fund the redevelopment of the former Western Auto building in downtown Wilson into mixed-use commercial and residential space; the Wilson Community College to transform the Lee Motor Property, a former car dealership, into a space to house their Advanced Trades and Transportation program; and a local church to explore the opportunities of transforming a former agricultural chemical site into a recreational and fellowship space for their congregation.

City of Greenville, North Carolina

Cardno has worked with the City of Greenville in grant writing, programmatic support and technical execution on four Community-wide Assessment Grants totalling \$800,000 and one Cleanup Grant totalling \$400,000 for the former Imperial Tobacco site beginning in 2007. Our team has completed numerous Phase I and Phase II ESAs, asbestos containing material (ACM) and lead-based paint (LBP) surveys, multi-parcel and corridor studies, and cleanup and redevelopment plans for the city.



City of Greenville, NC – Former Imperial

Currently, Cardno is partnered with the City on a Community-wide Assessment Grant that was awarded in 2017. We have been working closely with City leadership on identifying additional sites, prioritizing redevelopment strategies along the Dickinson and 10th Street Corridors, and completing Phase I and Phase II ESAs as needed. Additionally, Greenville is a coalition partner with the City of Wilson in the Eastern North Carolina Brownfield Coalition Brownfield Revolving Loan Fund.

Town of Aberdeen, North Carolina

The Town of Aberdeen received a \$400,000 community-wide EPA Brownfields Assessment Grant in 2014. Our team assisted with the development of the grant application then managed the Town's brownfield program. Cardno completed environmental assessments on five sites and supported the Town's update of the downtown master plan to encourage the reuse and redevelopment of brownfield sites.

One of the most visible brownfield sites in Town is the former, historic Aberdeen Tire site. For sale and located on the gateway into Town, the site has seen a lot of interest, but the environmental concerns associated with its former use as a gas station has prevented its purchase. Cardno conducted a ground-penetrating radar survey of the site and discovered eight underground storage tanks (USTs) still remained on the site. Cardno was able to coordinate with the EPA to receive permission to remove the tanks as part of the Phase II ESA funded by the grant. Cardno assisted the Town with enrolling the site in the North Carolina Brownfields Program, and with the environmental issues addressed, the owner is now marketing the site.

East Spencer Brownfields Assessment Project, Town of East Spencer, NC

Cardno assisted the Town of East Spencer by successfully authoring a \$400,000 Brownfields Assessment Grant in 2016. Cardno has supported the Town by assessing the former East Spencer High School and supporting a developer's efforts to transform the building into a senior living facility. We have also assessed the Dunbar Center, which was partially destroyed by fire, and we are assisting the Town with developing a strategy to secure funding for its cleanup.

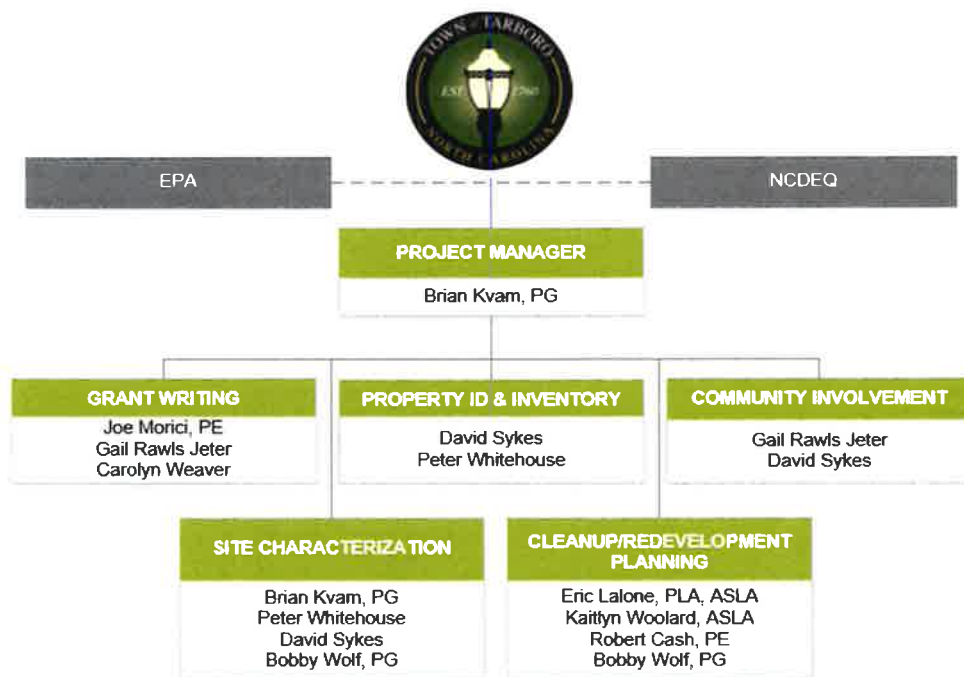
Town of Robbins, North Carolina

The Town of Robbins received a \$200,000 community-wide Brownfields Hazardous Substances Assessment Grant and a \$200,000 community-wide Brownfields Petroleum Assessment Grant from the EPA in 2013. Our team assisted with the development of the initial grant applications and we continue to manage the Town's Brownfield Program.

The team quickly identified the former Robbins Mill as the highest priority brownfield site, but we also identified approximately a dozen other brownfield properties in the small town. In order to plan for the sustainable, smart growth around the redevelopment of these sites, the Town allocated a portion of the grant funds to update the Town's master plan. Using input from the community driven focus groups as a basis for the master plan, Cardno has helped Robbins create a clear vision for redevelopment. Cardno took the lead in the creation of the master plan, including design of appropriate zoning maps, land use maps and street maps using GIS software as well as associated legislation needed to support new growth. Concurrent with the establishment of the Robbins master plan, Cardno is shepherding the Former Robbins Mill site through the brownfields process by completing the Phase I ESA; serving as the Town's liaison and advisor in its negotiation with NCDEQ for a brownfields agreement; completing the Phase II ESA work and developing the Analyses of Brownfields Cleanup Alternatives (ABCA) for the site. We have subsequently helped the Town secure three \$200,000 Cleanup Grants to conduct the removal of ACM debris and contaminated soils. Our team has taken a personal, vested interest in the current and future families living within the Town. It has and will continue to be our goal to be a valued resource for the community as it evolves into a sustainable and economically viable area.

Organization and Key Staff

Our staff members offer significant experience with brownfields grant writing, programmatic support, environmental assessment, community outreach, urban design, and engineering services. The following team members will work closely with Town staff to develop a successful application for an EPA Brownfields Assessment Grant and successfully complete the project once awarded. Your project will benefit from our team's diverse capabilities. The following organization chart demonstrates our anticipated organizational structure for this project.



Brian Kvam, PG • Project Manager

Mr. Kvam will serve the Town as project manager for this effort and will work with the Town's leadership, EPA, and NCDEQ Brownfield personnel to provide direction and lead the team in the execution of project tasks. Mr. Kvam has over 23 years of experience managing environmental projects in soil/groundwater assessments and remediation at hazardous, industrial, solid waste and UST sites. He is currently leading EPA-funded brownfield assessment programs in Wilson, Greenville, Lincolnton, Burke County, and Richmond County North Carolina as well as providing technical and programmatic leadership to the Eastern North Carolina Brownfield Coalition RLF Program. He is a registered Professional Geologist in North Carolina (#2144), South Carolina, Georgia, Florida, and Kentucky and is also an Environmental Professional (EP) as defined in EPA's All Appropriate Inquiry (AAI) Rule. Mr. Kvam will draw upon the expertise of the following Cardno staff to assemble the best team to complete assigned projects for the City.

Joe Morici, PE • Program Development / Regional Brownfields Practice Lead

As the Brownfields practice leader, Mr. Morici will support the grant writing effort working closely with the Town to identify needs and pursue funding sources to accomplish redevelopment goals. Mr. Morici specializes in developing and coordinating brownfield redevelopment projects, particularly those that require participation and funding from multiple agencies and stakeholders. He has more than 20 years of experience in engineering and project management, and he is a registered professional engineer.

Carolyn Weaver • Grant Preparation Support

Ms. Weaver is the grants manager for Cardno's Brownfields Infrastructure Division focusing on a variety of state and federal grant programs. She assists public and private sector clients to reach their funding goals. She has assisted her clients in securing more than \$25 million in federal and state funds since joining Cardno. Ms. Weaver has been instrumental in winning grant funds for clients in highly-competitive programs and successfully managing the utilization, tracking and reporting of these funds and grant activities to their respective awarding agencies. These agencies include U.S. Department for Homeland Security, U.S. Environmental Protection Agency, Department of Housing and Urban Development, Federal Emergency Management Agency, National Institute for Health, Federal Highway Administration, and National Park Service as well as state-funded programs across the eastern US.

Gail Rawls Jeter • Community Involvement Specialist

Ms. Jeter specializes in the development and implementation of effective public involvement strategies. Ms. Jeter, under the direction of the project manager, will assist with outreach activities under this project, including facilitating



meetings with the community, property owners and stakeholders. She holds a Public Participation Training Certificate from the International Association for Public Participation. She has extensive knowledge of the EPA Brownfields Program and federal and state regulatory programs. Ms. Jeter uses her technical and regulatory knowledge to design cost-effective assessment/cleanup strategies which promote redevelopment while being protective of human health and the environment. Ms. Jeter also assists clients by helping them navigate through the requirements of voluntary cleanup programs and has assisted in developing winning grant proposals for the team.

Bobby Wolf, PG • Technical Support / Cleanup Planning

Mr. Wolf is an experienced professional geologist (PG) and an EP as defined in EPA's AAI rule and has over 20 years of experience managing and conducting environmental projects in soil/groundwater assessments and remediation at hazardous, industrial, solid waste and UST sites. Mr. Wolf has extensive experience in the development of assessment and cleanup work plans as well as writing Quality Assurance Project Plans (QAPPs), Sampling and Analysis Plans (SAPs), Analysis of Brownfield Cleanup Alternatives (ABCAs), and Health and Safety Plans (HASPs).

Peter Whitehouse • Technical Support

Mr. Whitehouse is a geologist in the Columbia, South Carolina office. He offers brownfields and redevelopment consulting services to communities and local governments with EPA Brownfield Assessment and Cleanup Grants across the southeast. His responsibilities include client support in North Carolina, South Carolina, and Georgia, report writing, fieldwork, and data collection and analysis.

Kaitlyn Woolard, ASLA • Redevelopment Planning

Ms. Woolard has an extensive background in planning, design and implementation of projects throughout the Southeast. She spends a significant amount of her time working with private clients and municipalities along the I-85 corridor. She collaborates with landowners, surveyors, planners, engineers and municipal staff on diverse projects, including single family and multi-family residential, industrial parks, parks and recreation, commercial and mixed-use developments. Ms. Woolard's professional experience also includes a large planning focus, including conducting due diligence and site feasibility studies that have helped guide many clients' key project decisions. She is proficient in preparing yield studies, sketch plans and rezonings, as well as conducting community meetings, street corridor studies, future land use plans and downtown masterplan designs for municipalities. Kaitlyn also has a technical skill set that includes site inventory and analysis, hardscape design, theming and visioning, branding, planting, irrigation and construction oversight.

Eric Lalone, PLA, ASLA • Redevelopment Planning

Mr. Lalone has been practicing landscape architecture for 18 years, serving as project manager on a variety of projects in both the private and public sectors. He has been involved with a wide variety of projects throughout his career and has planning and design experience in many different project types, including multifamily communities, commercial development, and single family subdivisions, as well as traditional neighborhood design, streetscape revitalization, school master plans and additions, office parks, and mixed-use development. He is currently leading the redevelopment planning effort on brownfields properties in Aberdeen, Greenville, and Wilson, NC. Additionally, Mr. Lalone has traveled and studied extensively throughout Latin America and is fluent in reading, writing and speaking Spanish.

Robert Cash, PE • Redevelopment Planning

Mr. Cash is a Professional Engineer with more than 25 years of experience in project design and management, including monitoring work for overall approach, design concept, construction document development, permitting, quality control, storm water permitting, and construction administration. His past assignments include development of site designs and master plans, coordination of site geometric and utility designs and plans, supervision of site survey base mapping, roadway alignment designs, layout designs, and grading. He has also prepared subdivision plots, DOT roadway documents, site plans, construction documents, specifications, cost estimates, and proposals. Mr. Cash specializes in hydrologic and hydraulic design, river modeling and stormwater quality, BMP design and pollution prevention design. He can be brought into a project at its inception to discuss long-term planning, strategic phasing, and potential land uses for a site.

Conflicts of Interest

Cardno has not identified any potential conflicts of interest at this time. If one should arise during the course of the project, the Cardno project manager will notify the Town in writing immediately.

References

The following references demonstrate our success in developing sustainable programs, moving properties beyond just assessment, and completing all aspects of the project activities.

Reference #1: City of Wilson Brownfields Assessment Project & Eastern NC Brownfield Coalition

City of Wilson
Ms. Michelle Brown, Senior Planner
112 Goldsboro Street E
Wilson, NC 27894
(252) 399-2226
msbrown@wilsonnc.org

Cardno has assisted the City of Wilson for the past eight years in managing their community-wide assessment grants. In addition to managing the existing grants, we successfully assisted the City in the development of a coalition with the City of Greenville and surrounding counties for a grant application for an EPA Brownfield Revolving Loan Fund (RLF). Our team is responsible for the site inventory, Phase I and Phase II ESAs, community outreach and education and clean-up planning for the projects.

Reference #2: Burke County, NC

Burke County, NC
Burke Development, Inc., (BDI)
Ms. Hope Hopkins
2128 S. Sterling St., Suite 150
Morganton, NC 28655
(828) 764-9373
hope@burkedevinc.com

Burke County was awarded a Community-wide Assessment grant in 2017. Cardno currently manages the County's brownfield program, where the primary objectives were to work on the assessment and cleanup planning for the former Drexel 3&5 site in Morganton and the former Drexel 1 site in Drexel, both former furniture manufacturing facilities located in the County.

Reference #3: City of Sanford, NC

City of Sanford, NC
Marshall Downey, Sanford/Lee County
Planning & Development Director
PO Box 3729
Sanford, NC 27331-3729
(919) 718-4657
marshall.downey@sanfordnc.net

Cardno has worked with the City of Sanford, NC on implementing their EPA Brownfield Program. Sanford was awarded a \$200,000 community-wide hazardous substances assessment grant and a \$200,000 community-wide petroleum assessment grant in 2007. These funds were awarded to meet the objectives of the City's brownfield program, including identification, assessment and remediation planning for properties in the downtown business district and greenway corridor areas. Cardno assisted the City in obtaining the grant funding and working in close conjunction with the City, has helped to establish the program approach and strategy.

Proposed Methodology

Effective brownfield consultants require much more than technical knowledge in site assessment and remediation. They must be creative, passionate about the communities that they support with a willingness to engage and connect, and have an understanding of the history, community needs, and cultural and natural assets of the area. This is the foundation of the Cardno team's approach. Geologists, industrial hygienists, planners, architects, engineers, community outreach specialists and facilitators: we employ technical skills and expertise as tools to be used in the service of sustainable, beneficial community solutions that are conceived and designed in close collaboration with stakeholders and aligned with local needs.



In order to facilitate brownfields redevelopments, it is vitally important to have a project manager and project support staff that fully understand the brownfields market and the limits and extents of the EPA Brownfields grants. Our staff members offer significant experience with brownfields programmatic support, environmental assessment, community planning and outreach, urban design, and engineering services. Having managed more than 30 brownfields projects in North Carolina, our team knows the EPA Brownfields program, the industry and market players, and how to develop successful projects on limited resources. Cardno is one of the largest providers of brownfields redevelopment services, and your program will benefit from our diverse capabilities.

Cardno specializes in results-oriented brownfields redevelopment. We understand that a brownfields program is measured on the ultimate transformation of environmentally-impaired properties into viable projects focused on a diverse set of results: economic development, public health improvement, community development, affordable and sustainable residential housing and transportation choices, open space, and mixed use redevelopment. Our team conducts environmental assessments to support redevelopment, the primary goal of any brownfields program.

Grant Preparation and Administration

Cardno will meet with the Town to develop a compelling need for funds in the grant application. We will research demographics, quality of life indicators and cumulative environmental issues in the area to define the community need and identify target areas. We will then craft a central theme, incorporating the brownfields plan into a revitalization strategy for the Town. We will also conduct community outreach, as needed, to leverage existing efforts and to solicit participation and support for the grant application. We will assist in identifying community groups to support the grant and identify example success stories to demonstrate the area's ability to capitalize and to demonstrate return on investment to the EPA or other funding agency. Overall, we will work to create a compelling, consistent narrative to best position Tarboro for a successful grant application.

Working with the EPA and complying with the reporting requirements for the EPA Brownfields Grants can be frustrating and time consuming for grantees. We can serve as the Town's administrative and technical liaison to the EPA. Cardno is currently managing numerous EPA Brownfields projects, including managing the schedule, budget, subcontractors, and reporting requirements, while meeting and exceeding the EPA's expectations. Cardno will minimize the burden on Town personnel by providing the level of support that the Town staff desires to effectively manage the project.

This support will include drafting and submitting all required reporting documents per the EPA Brownfields Assessment Program Terms and Conditions. Cardno will complete and submit the Quarterly Progress Reports (due 30 days of the end of each federal fiscal quarter), the Disadvantaged Business Enterprise (DBE) Reports and Financial Status Reports (due annually), and the Final Performance Report (due 90 days after grant closes). Cardno will also enter property information into EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES) as properties are assessed, as well as participate in kick-off meetings with EPA and NCDEQ, project team, and Brownfields Task Force meetings. Our goal is to lift as much of the administrative burden from the Town as you desire.

Property Identification and Inventory

Through the development of the grant application, Cardno will identify sites to create a preliminary inventory of candidate brownfields sites for assessment and redevelopment. Upon grant award, Cardno will formalize the inventory, collaborate with stakeholders to identify and prioritize the brownfields sites, and work with the stakeholders to establish the criteria to set priorities for addressing the sites. We suggest that one consider impact to public health and environment and the prospect of redevelopment in order to set these priorities. Cardno can then develop an inventory

database, which will include environmental public record information and site reconnaissance observations of environmental concerns, which can then be used to identify environmental issues early in the redevelopment process.

Site Characterization and Assessment Activities

Cardno has the staff and expertise to complete all the eligible environmental assessments under the grant terms, including Phase I and II ESAs, asbestos-containing materials (ACM) surveys, lead-based paint (LPB) surveys, endangered species surveys, cultural and natural resource assessments, wetlands delineations, and many more. Under brownfields projects, the majority of assessments completed are Phase I and II ESAs.



Site Characterization Activities

Cardno will perform Phase I ESAs in accordance with ASTM Standard E1527-13 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," per EPA's All Appropriate Inquiry (AAI) Rule (Title 40 Code of Federal Regulations Part 312). Phase I ESAs do not include actual sampling of media, but rather it determines potential releases (recognized environmental conditions {RECs}) that may affect the property based on a site reconnaissance and review of historical documents.

In preparation for Phase II ESA activities, Cardno will develop a Generic Quality Assurance Project Plan (QAPP) in accordance with EPA Region 4 guidelines to detail the quality assurance and quality control procedures to be used throughout the project. Upon completion of the Phase I ESA's, Cardno will develop a detailed Phase II ESA scope in accordance with ASTM Standards for sites with RECs. This scope will address the potential releases by collecting appropriate samples at given locations and will be incorporated into a site-specific QAPP in accordance with EPA Region 4 guidelines and submitted to EPA and NCDEQ for approval prior to each Phase II ESA. Also, if the site is under a voluntary cleanup contract (VCC) with NCDEQ, the site-specific QAPP will be developed to satisfy those requirements and serve as the VCC's required work plan. It is important that initial assessment activities conducted under this brownfields program consider additional activities that may be necessary. In particular, work completed during Phase I and II assessments should be transferable to more detailed site assessments that may be required in future phases. These reports also consider the potential future use of the property. Phase II Environmental Assessments are designed to determine the presence or absence of environmental impacts at the site, as well as the general magnitude of the impacts. Phase II activities will be completed in accordance with ASTM E1903 – 11 "Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process," as required by the NCDEQ and EPA Brownfields Programs.

Community Involvement Assistance

Community involvement is a vital aspect of EPA Brownfields programs, and one that requires knowledgeable and experienced staff to execute. Incorporating lessons learned and successful strategies developed from more than 21 years of experience with the EPA Brownfields Program, our staff will be able to craft a customized and effective community outreach and education program for Tarboro.

Along with and under the direction of the Town and involved community partners, we will conduct a concerted outreach campaign to raise awareness, involve the local community in the decision making process, and identify sites and

potential re-use options which would be of most benefit to the citizens of the community. This strategy will be documented in a Community Involvement Plan written in accordance with EPA Guideline, "Preparing Your Brownfields Community Plan: Involving Your Community." The activities may include facilitating public meetings to educate the public on brownfields redevelopment opportunities, environmental and public health issues and the revitalization potential of brownfields sites; visiting with community groups and neighborhood associations at their locations to gather input and develop ideas; communicating to potential investors about potential brownfields redevelopment opportunities; and developing outreach materials such as project brochures, informational materials and property marketing sheets. Outreach materials will also be designed to highlight the project's goals and objectives, explain the events which will occur in the program, and provide contact names and information on how to get involved in the project.



Public meetings, visiting community groups and neighborhood associations educate the public as well as provide a place to gather input and develop ideas.

Our project team will be flexible and proactive to address the community's and the Town's needs. Our staff is experienced in a wide range of public involvement activities, and we can adapt to the changing environment quickly, when necessary. EPA recognizes the International Association of Public Participation as providing excellent training in public participation. Ms. Jeter has completed this training and received its certificate. Further, she has taken conflict resolution training for public meetings.

Cleanup and Development Planning



Outreach campaigns raise public awareness

Cardno will work to help identify end users for selected brownfields sites from the onset of site selection, when applicable, because completing ESAs alone will not spark the redevelopment of brownfields sites. A commitment from key stakeholders and a unifying vision are also necessary. We can assist the Town in developing a visioning or redevelopment plan that defines the community's needs, explores the market potential, identifies potential funding opportunities, and develops a strategy for redevelopment.

Visioning and redevelopment workshops with local stakeholders can play a key role in this effort. We have extensive experience in forming and leading community awareness meetings, public meetings (round tables), project task forces, and educational seminars for EPA Brownfields projects. These meetings and public forums are all geared toward understanding the public and private sectors' needs for the area and to develop the best potential reuse options for the brownfields properties which fit within the community. Our urban planners and landscape architects can assist the Town, the community, and/or developers coalesce around a vision for the site. Our staff can turn their visions into conceptual drawings and feasibility studies for redevelopment options.

For example, in Wilson, NC, our staff worked with members of the Wilson Chapel Free Will Baptist Church to develop a vision and conceptual plan for a neighboring brownfields site the church acquired to potentially redevelop into a park and athletic fields.

Meanwhile, in Greenwood, SC, Cardno assisted the Town with concepts and redevelopment options for the former Foundry site. Also, in Greenville County, SC, we prepared conceptual drawings and are doing preliminary engineering work for the Poe Mill Park.



Greenwood, SC Conceptual Redevelopment Plan

Assessment funding can be used to develop Analysis of Brownfields Cleanup Alternatives (ABCA), an Integrated Cleanup and Redevelopment Plan, as required in accordance with the EPA Brownfields Guidelines. This ABCA will be developed to meet the NCDEQ requirement for a site remediation work plan, so the ABCA will meet the terms of a VCC also. The ABCA considers site characteristics, surrounding environment, land use restrictions, potential future uses and cleanup goals for each site. An ABCA is a requirement for EPA Cleanup Grant Applications. Cardno will work closely with the stakeholders and NCDEQ to make sure that remedial options selected are based on potential end uses of the sites and address the community concerns pertaining to the project sites. We can also provide cost estimates for the remedial/redevelopment options selected. We will then work with the Town and property owner to develop and pursue funding strategies to accomplish the cleanup activities.

Other Brownfields Related Duties

We are exceptionally qualified to manage every aspect of your brownfields program. Our team of engineers, geologists, scientists, ecologists, archeologists, surveyors, urban planners, landscape architects and other staff in the area can provide all brownfields related services under this contract, including grant administration, community/public outreach, site assessments, remedial designs and implementation, source removals, demolition, permitting, risk assessments, quality assurance documentation, redevelopment planning, visioning and programmatic support. Our years of experience in managing EPA Brownfields grants have allowed us to streamline our processes to strictly comply with EPA reporting procedures, and our entrenched relationships with EPA and North Carolina regulators also help us to move deliverables quickly through the review process. Further, we have also assisted our clients with finding sources of funding to clean up and complete their projects to include EPA Cleanup Grants, CDBG grants, the Brownfields Cleanup Revolving Loan Fund and others.

Why Hire Cardno

- We are PERSONALLY INVESTED in helping the Town**
- We are the MOST EXPERIENCED team**
- We are FLEXIBLE to meet your needs**
- We are a TRUSTED PARTNER**
- We are here for the LONG TERM**

About Cardno

Cardno is a professional infrastructure and environmental services company with expertise in the development and improvement of physical and social infrastructure for communities around the world.

Cardno provides clients with access to approximately 6,000 professionals in over 130 locations. As a result, we are committed to a strong regional focus which complements our specialist teams in major cities focusing on delivering tailored solutions to address social, physical and economic business needs.

Whether large or small, your business is valued. Our business is continually evolving to meet your needs, ensuring your project has the most up-to-date and practical advice possible.

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Columbia, South Carolina 29201

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Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Budget Amendment - Redevelopment Commission Project

Date: 8/19/2019

Memo Number: 19-63

In an effort to promote a safe environment for the residents and visitors of Pinehurst Homes apartment complex, the Tarboro Police Department and the Redevelopment Commission of the Town of Tarboro have collaborated on the development of a video surveillance system. Designed for future expansion and active monitoring by the police department, hardware for the project will be funded by the Redevelopment Commission while the Town of Tarboro will assist with the installation of essential infrastructure.

To help ensure successful integration into police operations, police department staff will manage the project. To do so, a budget amendment in the amount of \$25,000.00 is necessary to acquire the services of a reputable vendor and initiate a contract for the installation process to begin. Once completed, the Redevelopment Commission will reimburse the Town for the expenses incurred. The necessary funding has already been appropriated by the Redevelopment Commission.

It is recommended that Council approve the attached budget amendment.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|-------------|------------------|
| Budget Amendment - Redevelopment Commission Project | 8/13/2019 | Budget Amendment |

BUDGET RESOLUTION

TOWN COUNCIL OF THE TOWN OF TARBORO

August 19, 2019

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the 2019-2020 Fiscal Year Budget be amended by amending Revenue and Expenditure line items as follows:

| <u>Account Number</u> | <u>Account Name</u> | <u>Current Budget</u> | | <u>Amount of Change</u> | | <u>Revised Budget</u> |
|------------------------------------|--|---------------------------|---|-----------------------------|---|---------------------------|
| REVENUES - GENERAL FUND | | | | | | |
| 10-3200-0200 | REFUNDS & REIMBURSEMENTS - COMMUNITY PARTNERS | - | + | 25,000 | = | 25,000 |
| EXPENDITURES - GENERAL FUND | | | | | | |
| 10-4310-5900 | POLICE DEPT - COMMUNITY PARTNER PROJECTS | - | + | 25,000 | = | 25,000 |

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



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Re-appropriations from FY2018-2019 to FY2019-2020

Date: 8/19/2019

Memo Number: 19-64

As of June 30, 2019, there were a number of open items which were appropriated through the execution of a purchase order but not completed prior to the fiscal year end. These items cannot be absorbed in this year's budget and should be re-appropriated. All amounts to be re-appropriated were budgeted, available and unspent as of period ending June 30, 2019. It is recommended that Council adopt the attached budget resolution.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------------------------|-------------|---------------------|
| Budget Amendment - Re-appropriations | 8/14/2019 | Budget Amendment |

BUDGET RESOLUTION

TOWN COUNCIL OF THE TOWN OF TARBORO

August 19, 2019

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the 2019-2020 Fiscal Year Budget be amended by amending Revenue and Expenditure line items as follows:

| <i>Account Number</i> | <i>Account Name</i> | <i>Current Budget</i> | | <i>Amount of Change</i> | | <i>Revised Budget</i> |
|--|--|---------------------------|---|-----------------------------|---|---------------------------|
| REVENUES - GENERAL FUND | | | | | | |
| 10-3990-0100 | Fund Balance Appropriated | 478,142 | + | 302,782 | = | 780,924 |
| EXPENDITURES - GENERAL FUND | | | | | | |
| 10-4110-1400 | Council - Travel & Training | 17,500 | + | 4,723 | = | 22,223 |
| 10-4130-3310 | Finance - Accounting - Office Supplies | 4,000 | + | 4,654 | = | 8,654 |
| 10-4130-7400 | Finance - Accounting - CO Equipment | - | + | 20,505 | = | 20,505 |
| 10-4260-4500 | PW - Bldgs & Grounds - Contracted Services | 14,000 | + | 1,350 | = | 15,350 |
| 10-4260-7300 | PW - Bldgs & Grounds - CO Improvements | 20,000 | + | 92,670 | = | 112,670 |
| 10-4310-3100 | Police - Auto Supplies | 35,000 | + | 434 | = | 35,434 |
| 10-4310-3300 | Police - Dept Supplies & Materials | 38,000 | + | 6,528 | = | 44,528 |
| 10-4310-3600 | Police - Uniforms | 20,000 | + | 9,457 | = | 29,457 |
| 10-4310-4550 | Police - Computer Support Services | 27,000 | + | 3,122 | = | 30,122 |
| 10-4310-7400 | Police - CO Equipment | - | + | 38,898 | = | 38,898 |
| 10-4340-3600 | Fire Department - Uniforms | 30,000 | + | 3,853 | = | 33,853 |
| 10-4900-6400 | Planning & Econ Dev - Demolition | 60,000 | + | 50,000 | = | 110,000 |
| 10-4900-7300 | Planning & Econ Dev - CO Improvements | - | + | 60,338 | = | 60,338 |
| 10-4900-8306 | Planning & Econ Dev - Marketing Tarboro | 20,000 | + | 6,250 | = | 26,250 |
| REVENUES - EMERGENCY 911 FUND | | | | | | |
| 21-3990-0100 | Fund Balance Appropriated | - | + | 32,615 | = | 32,615 |
| EXPENDITURES - EMERGENCY 911 FUND | | | | | | |
| 21-4315-7400 | E911 - CO Equipment | - | + | 32,615 | = | 32,615 |
| REVENUES - ELECTRIC FUND | | | | | | |
| 30-3990-0100 | Fund Balance Appropriated | - | + | 379,432 | = | 379,432 |
| EXPENDITURES - ELECTRIC FUND | | | | | | |
| 30-7200-7400 | Administration - CO Equipment | - | + | 58,212 | = | 58,212 |
| 30-7210-1600 | Operations - Maint & Repair Equipment | 35,000 | + | 1,610 | = | 36,610 |
| 30-7210-3301 | Operations - Safety | 16,000 | + | 625 | = | 16,625 |
| 30-7210-7300 | Operations - CO Improvements | 735,250 | + | 300,000 | = | 1,035,250 |
| 30-7210-9200 | Operations - Maint Substations | 80,000 | + | 18,985 | = | 98,985 |

REVENUES - WATER & SEWER FUND

| | | | | | | |
|--------------|---------------------------|---------|---|---------|---|---------|
| 31-3990-0100 | Fund Balance Appropriated | 405,122 | + | 362,680 | = | 767,802 |
|--------------|---------------------------|---------|---|---------|---|---------|

EXPENDITURES - WATER & SEWER FUND

| | | | | | | |
|--------------|--------------------------------------|---------|---|---------|---|---------|
| 31-7100-7400 | Administration - CO Equipment | - | + | 9,702 | = | 9,702 |
| 31-7110-3300 | Water Treatment - Dept Supplies | 350,000 | + | 4,208 | = | 354,208 |
| 31-7120-7300 | Water Distribution - CO Improvements | 275,000 | + | 250,000 | = | 525,000 |
| 31-7120-7400 | Water Distribution - CO Equipment | 40,000 | + | 9,105 | = | 49,105 |
| 31-7140-7300 | Sewage Collection - CO Improvements | 100,000 | + | 89,665 | = | 189,665 |

REVENUES - SOLID WASTE FUND

| | | | | | | |
|--------------|---------------------------|---------|---|-------|---|---------|
| 32-3990-0100 | Fund Balance Appropriated | 143,069 | + | 6,601 | = | 149,670 |
|--------------|---------------------------|---------|---|-------|---|---------|

EXPENDITURES - SOLID WASTE FUND

| | | | | | | |
|--------------|-------------------------------|---|---|-------|---|-------|
| 32-7500-7400 | Administration - CO Equipment | - | + | 6,601 | = | 6,601 |
|--------------|-------------------------------|---|---|-------|---|-------|

REVENUES - STORMWATER FUND

| | | | | | | |
|--------------|---------------------------|---|---|---------|---|---------|
| 33-3990-0100 | Fund Balance Appropriated | - | + | 210,685 | = | 210,685 |
|--------------|---------------------------|---|---|---------|---|---------|

EXPENDITURES - WATER & SEWER FUND

| | | | | | | |
|--------------|----------------------------------|---------|---|---------|---|---------|
| 33-7300-7300 | Administration - CO Improvements | 100,000 | + | 19,348 | = | 119,348 |
| 33-7300-7400 | Administration - CO Equipment | - | + | 191,337 | = | 191,337 |

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



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: HMGP Contract Amendment for SARF

Date: 8/19/2019

Memo Number: 19-65

The Town of Tarboro has a Contract for Consultant Services with Holland Consulting Planners for Hurricane Matthew Hazard Mitigation Grant Programs. The North Carolina Department of Public Safety, Division of Emergency Management has released State Acquisition and Relocation Fund (SARF) Program funding.

As it is a separate funding source, it is necessary that an amendment to the contract is made for the SARF management.

It is recommended that Council approve the Amendment No. 1. of the Contract for Consultant Services.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|-------------|------------|
| HMGP SARF Contract | 8/12/2019 | Cover Memo |

**CONTRACT FOR CONSULTANT SERVICES
HURRICANE MATTHEW HAZARD MITIGATION GRANT PROGRAMS (HMGP)-
ELEVATION, MITIGATION RECONSTRUCTION, AND ACQUISITION
AMENDMENT NO. 1 – ADDITION OF STATE ACQUISITION AND RELOCATION FUND (SARF)
ADMINISTRATIVE SERVICES**

THE AGREEMENT dated August____, 2019, between the TOWN OF TARBORO, NORTH CAROLINA, hereinafter called the Town, and HOLLAND CONSULTING PLANNERS, INC., hereinafter called the Consultant, for Hurricane Matthew Hazard Mitigation Grant Programs (HMGP) – Elevation, Mitigation Reconstruction, and Acquisition, hereinafter called the Project, is hereby amended as follows:

- The Consultant will provide administrative services in an amount not to exceed \$5,500.00 per property for the Town's State Acquisition and Relocation Fund (SARF) Program. Fee to be paid by Town upon submittal of monthly invoices by Consultant, with reimbursement to Town from SARF program.
- Hourly rates of personnel are the same as those listed on Attachment "A" of the original Agreement, allowing for annual revisions in January of each year.
- The Town's SARF Program is funded by the North Carolina Department of Public Safety, Division of Emergency Management. Consultant will adhere to guidelines and requirements of the Town's Memorandum of Agreement (HMGP 4285-017-R & HMGP 4285-018-R) with the Division of Emergency Management.
- Administrative services will include:
 - meeting with potential SARF recipients to determine replacement housing needs and preferences;
 - assisting potential SARF recipients with appropriate paperwork to determine program eligibility and with processing relocation claim forms;
 - identifying/inspecting comparable replacement dwellings in order to determine maximum SARF gap assistance eligibility;
 - inspecting homeowner-selected replacement dwelling to verify program eligibility;
 - coordinating with other professional service providers in order to conduct real estate closing for replacement housing;
 - ensuring proper management of gap assistance and moving expense/closing cost payment processing; and
 - coordinating with Town staff for required progress reporting and financial documentation to funding agency.

All other provisions of the Agreement remain as stated in the original Agreement.

The Town and the Consultant each binds himself, his partners, successors, executors, administrators and assigns to the other party to the agreements, and to the partners, successors, executors, administrators, and assigns of each other party in respect to all covenants of the Amended Agreement.

The Town and the Consultant hereby agree to the full performance of the covenants contained herein.

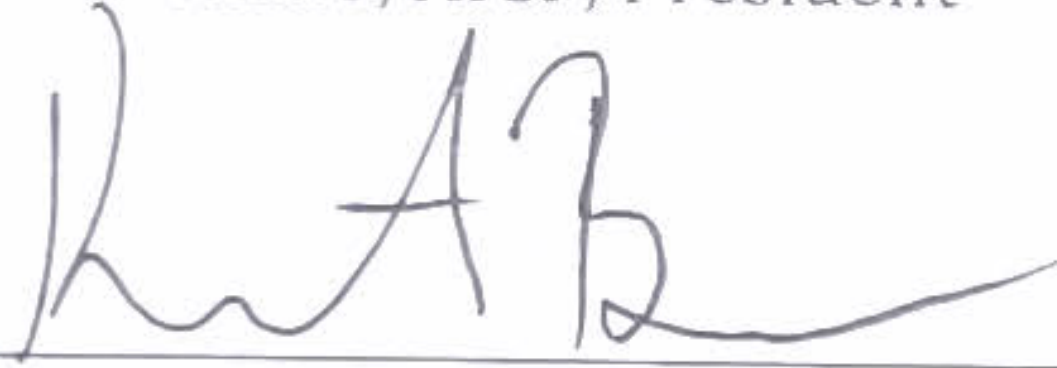
IN WITNESS HEREOF, they have executed this amendment, this ____ day of August, 2019.

HOLLAND CONSULTING PLANNERS, INC.

TOWN OF TARBORO, NC



T. Dale Holland, AICP, President



Witness

Troy R. Lewis, Town Manager

Clerk to the Board

This contract has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Date

(SEAL)



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: ESFRLP-19 Policies and Procedures

Date: 8/19/2019

Memo Number: 19-66

The Town of Tarboro has been awarded Membership by the North Carolina Housing Finance Agency (“NCHFA”) under the 2019 Cycle of the Essential Single-Family Rehabilitation Loan Pool (“ESFRLP”). This program provides Members with funds via a “loan pool” to assist with the rehabilitation of moderately deteriorated homes that are owned and occupied by lower-income, special need households.

To access these funds, the Procurement and Disbursement Policy and the Assistance Policy are required to be adopted by Council. The Wooten Company has successfully administered this particular grant for multiple grant cycles while the funding went through Edgecombe County. Administrative costs are covered by the grant. In addition, a Budget Amendment will need approval prior to administration of the project.

It is recommended that Council approve and adopt the Budget Amendment, Contract for Professional Services with The Wooten Company, Procurement and Disbursement Policy, and the Assistance Policy for the ESFRLP-19 Project.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|-------------|------------------|
| ESFRLP-19 Assistance Policy | 8/12/2019 | Exhibit |
| ESFRLP-19 Procurement & Disbursement Policies | 8/12/2019 | Exhibit |
| ESFRLP-19 Contract | 8/14/2019 | Exhibit |
| ESFRLP-19 Budget Amendment | 8/14/2019 | Budget Amendment |

Town of Tarboro/Edgecombe County
Assistance Policy
For the 2019 Cycle of the
Essential Single-Family Rehabilitation Loan Pool

What is the Essential Single-Family Rehabilitation Loan Pool?

The Town of Tarboro has been awarded Membership by the North Carolina Housing Finance Agency (“NCHFA”) under the 2019 Cycle of the Essential Single-Family Rehabilitation Loan Pool (“ESFRLP”). This program provides Members with funds via a “loan pool” to assist with the rehabilitation of moderately deteriorated homes that are owned and occupied by lower-income, special need households. ESFRLP assists eligible households by facilitating aging in place, meeting minimum housing code requirements, promoting long-term affordability, lowering operating costs, and stabilizing pre-1978 homes that include children aged 6 or under whose health is threatened by the presence of lead hazards.

The Town of Tarboro has been allocated an initial set-aside of \$190,000 which it plans to apply toward the rehabilitation of five houses in Edgecombe County. After demonstrating successful use of the initial set-aside, the Town may access additional funds, when available, on a unit-by-unit basis from the ESFRLP loan pool.

This Assistance Policy describes who is eligible for assistance under ESFRLP, how applications for assistance will be ranked, what the terms of assistance are, and how the rehabilitation process will be managed. The Town of Tarboro has designed the ESFRLP project to be fair, open and consistent with its approved application for funding and with ESFRLP Program Guidelines.

The funds provided by NCHFA come from the US Department of Housing and Urban Development’s (HUD) Federal HOME Investment Partnerships Program. Assistance for construction-related costs (hard costs) will be provided as no interest, no payment loans which are forgiven at the rate of \$5,000 per year. Non-construction-related costs (soft costs including lead/asbestos inspections/clearances, radon testing and environmental reviews) will be provided in the form of a grant.

Who is Eligible to Apply?

There are three major requirements to be eligible for ESFRLP assistance:

- 1) The housing unit to be rehabilitated with ESFRLP funds must be located in Edgecombe County, and must be owner-occupied. The household occupying the unit must have an elderly, disabled and/or veteran (see definitions) fulltime household member or a child aged 6 or under if there are lead hazards in the home;
- 2) The gross annual household income must not exceed 80% of the Area Median Income for the County (see income limit table on the following page) and;
- 3) The cost of rehabilitation cannot exceed the ESFRLP Program limit of \$30,000 and must include all Essential Rehabilitation Criteria as described in the ESFRLP Administrator’s Manual for the 2019 Cycle (available online at www.NCHFA.com).

Unfortunately, not all homes can be rehabilitated to meet the Essential Rehabilitation Criteria with the limited funding available. Some otherwise-eligible households may be deemed ineligible for assistance because their homes fail this test.

What Types Of Houses Are Eligible?

Properties are eligible only if they meet all of the following requirements:

- The property must require at least \$5,000 of improvements to meet ESFRLP Property Standards or the local minimum housing code.
- Site-built and off frame modular units are eligible for assistance. Double-wide manufactured housing is eligible for assistance if the foundation and utility hookups are permanently affixed including removal of all transporting equipment (e.g. wheels, axles, tongue) and installation of a full masonry foundation, masonry underpinning and tie-downs.
- No more than fifty percent (50%) of the total area of the unit may be used for an office or business (e.g. day care). Program funds may only be used to improve the residential portion of mixed-use buildings.
- The property must be free of environmental hazards and other nuisances as defined by all applicable codes or regulations, or any such hazards or nuisances must be corrected as part of the rehabilitation of the home. The Town of Tarboro's Rehabilitation Specialist will determine the presence of any known environmental hazards/nuisances on the site and if they can be removed through rehabilitation.
- Properties cannot be located in the right-of-way of any impending or planned public improvements. The Town of Tarboro staff will assist in making this determination.
- The property cannot be located on a site that is endangered by mudslides, landslides or other natural or environmental hazards. If needed, the Town of Tarboro will work with the homeowner to make this determination.
- The property cannot be located in the 100 year flood plain. (*The Town of Tarboro will verify whether the home is in the flood plain.*)
- The property cannot have been repaired or rehabilitated with public funding of \$25,000 or more within the past 10 years without NCHFA approval.

2019 Income Limits for the Town of Tarboro/Edgecombe County Essential Single-Family Rehabilitation Loan Pool

| Number in Household | 30% of Median Income | 50% of Median Income | 80% of Median Income |
|---------------------|----------------------|----------------------|----------------------|
| 1 | \$11,600 | \$19,350 | \$30,950 |
| 2 | \$13,250 | \$22,100 | \$35,350 |
| 3 | \$14,900 | \$24,850 | \$39,750 |
| 4 | \$16,550 | \$27,600 | \$44,150 |
| 5 | \$17,900 | \$29,850 | \$47,700 |
| 6 | \$19,200 | \$32,050 | \$51,250 |
| 7 | \$20,550 | \$34,250 | \$54,750 |
| 8 | \$21,850 | \$36,450 | \$58,300 |

*Income limits are subject to change based on annually published HUD HOME Income Limits.

How are applications ranked?

There are many more ESFRLP-eligible households (with eligible houses) than can be assisted with the available funds. Therefore, the Town of Tarboro has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicants will receive points for falling into certain categories. Applications will be ranked according to which receive the most points. If there are more eligible applicants with eligible houses than can be treated with existing funding, the Town of Tarboro may be able to treat additional houses with unrestricted pool funds. Pool applicants will come from the original applicant list and be considered according to which received the most points. If alternate pool applicants are not identified on the original applicant list and must be solicited, the solicited, eligible, pool applicants will be selected on a first come first served basis.

Priority Ranking System for the Town of Tarboro's 2019 Essential Single-Family Rehabilitation Loan Pool

| <i>Special Needs (for definitions, see below)</i> | <i>Points</i> |
|--|---------------|
| Household with a child age 6 or under with a reference level of 5 micrograms per deciliter or higher | 5 |
| Household with a child age 6 or under with lead hazards in the home | 4 |
| Elderly Head of Household (62 or older) | 5 |
| Disabled Head of Household | 4 |
| Veteran Head of Household | 4 |
| Disabled, Elderly or Veteran Household Member (not Head of Household) | 2 |
| <i>Income (See Income Table above)</i> | <i>Points</i> |
| Less than 30% of County Median Income | 5 |
| 30% to 50% of County Median Income | 4 |
| 50% to 80% of County Median Income | 3 |

Definitions under ESFRLP are:

- *Elderly*: An individual aged 62 or older.
- *Disabled*: A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- *Head of Household*: The person or persons who own(s) the house.
- *Household Member*: Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant*: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of household who has resided in the dwelling unit for at least 3 months prior to the submission of the family's application.
- *Veteran*: A person who is a military veteran, is defined as one who served in the active military, naval, or air service (i.e. Army, Navy, Air Force, Marine Corps, and

Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration or its predecessors), and who was discharged or released there from under conditions other than dishonorable. Provide DD-214 form to demonstrate.

Recipients of assistance under ESFRLP will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

What Are The Terms of Assistance Under ESFRLP?

The form of ESFRLP assistance is a 0% interest, forgivable loan covering the hard costs associated with the rehabilitation of the home and a grant for the soft costs. These will be two separate documents or sets of documents.

The Loan: To provide assistance to households selected for the project, NCHFA will create loan documents including a Promissory Note and Deed of Trust covering hard costs for the rehabilitation in an amount not to exceed \$30,000. This loan covering the hard costs remains 0% interest and forgivable at \$5,000 per year for as long as the owner resides in the home or until the balance is reduced to \$0. The term of the loan is dependent upon the loan amount and the number of years it takes to bring the balance of the loan to \$0 when forgiven at \$5,000 per year. For example, if the amount of the loan is \$21,452, then the term is 5 years (\$20,000 forgiven over the first 4 years and \$1,452 forgiven at the end of the 5th year). The maximum term of the typical loan will be six years.

As long as the borrower lives in the home, no payments on the loan will be required. If the recipient prefers, the loan can be paid off at any time to NCHFA, either in installments or as a lump sum payment. Furthermore, under certain circumstances NCHFA may allow assumption or refinancing of the loan. Should an heir inherit the property and choose to live in the house as their permanent residence, they may assume the loan without being income eligible. However, the lien remains on the property. A buyer who may wish to buy the property to live in may assume the loan so long as they can document that they are income-eligible ($\leq 80\%$ AMI). Default can occur if the property is sold or transferred to another person and/or if the borrower fails to use the home as a principal residence, without prior written approval of the North Carolina Housing Finance Agency.

The Grant: To pay for soft costs including application outreach/intake/management, environmental reviews/inspections/testing and project assessment/documentation/estimating/bidding, NCHFA will create a Grant Agreement not to exceed \$10,000. The grant has no repayment or recovery terms.

What Kinds Of Work Will Be Done?

Each house selected for assistance must be rehabilitated to meet ESFRLP Rehabilitation Criteria. That means every house must, upon completion of the rehabilitation:

- meet the more stringent requirements of either NCHFA's Essential Property Standard or the applicable Minimum Housing Codes within Edgecombe County (These are "habitability standards" which set minimum standards for decent, safe

and sanitary living conditions.) Additionally, the home must meet applicable Lead-Based Paint regulations 24 CFR part 35.

- retain no “imminent threats” to the health and safety of the home’s occupants or to the home’s “structural integrity”. (An example of an imminent threat to occupants as well as to the home’s structural integrity is an infestation of insects or a crawlspace that is too damp).

These requirements are spelled out in full in the ESFRLP Administrator’s Manual which you may view, at reasonable times, upon request, at the Planning Department of the Town of Tarboro or anytime online at www.NCHFA.com.

In addition to the above items that must be done to satisfy NCHFA requirements, the scope of work may include approved items meant to reduce future maintenance and operational costs or to further protect homes from natural disasters and/or home modifications designed to enable greater accessibility for household members to function more independently as they age.

Once the rehabilitation is complete, major systems in the home that, with reasonable maintenance and normal use, should be capable of lasting another 5 years include: structural support, roofing, cladding and weatherproofing, plumbing, electrical and heating/cooling systems.

Of course, contractors performing work funded under ESFRLP are responsible for meeting all local requirements for permits and inspections. All work done under the program must be performed to meet NC State Residential Building Code standards. (This does not mean, however, that the whole house must be brought up to current Building Code Standards.)

What About Lead-based Paint?

Until it was discovered to be a health hazard, lead was used for centuries to make house paints. Now we know that lead exposure is a serious problem for everyone and especially small children. Selling lead paint was outlawed in 1978, but many older buildings still contain lead paint and children are still being poisoned.

Under ESFRLP, a lead hazard evaluation must be performed on every home selected for rehabilitation that was built before 1978. The specific type of evaluation and the appropriate lead hazard reduction work performed will depend on the total amount of Federal funds used to rehabilitate the home, as per 24 CFR part 35. If required, lead-based paint hazard reduction and/or abatement will be performed by contractors who are trained and certified to perform such work.

It may be necessary for the household to relocate during the construction process for protection against lead poisoning. If relocation is required, it shall be the responsibility of the homeowner to pay for the relocation.

Who Will Do the Work On the Homes?

The Town of Tarboro is obligated under ESFRLP to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and

competitive process. Members are required to choose one of the following Procurement and Disbursement options; the option chosen should be modified to reflect the organization's actual practices as long as they also meet all regulatory and HUD requirements.

[Option 1] To meet these requirements, the Town of Tarboro will invite bids from general contractors who are part of an "Approved Contractors Registry" and publish a bids availability notice in the Rocky Mounty Telegram to encourage quality rehabilitation contractors not currently on the Approved Contractors Registry to participate. For additional information about procurement and disbursement procedures, please refer to the Town of Tarboro ESFRLP Procurement and Disbursement Policy for the 2019 Cycle.

- All qualified members of the Approved Contractors Registry will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract.
- All contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) Certified Renovators working for Certified Renovation firms.
- Homeowners who know of quality rehabilitation contractors that are not on the approved contractors' registry are welcome to invite them to apply.

What Are The Steps In The Process, From Application To Completion?

You now have information about how to apply for the Essential Single-Family Rehabilitation Loan Pool (ESFRLP) and what type of work can be done through the Program. Let's go through the steps for getting the work done:

- 1. Completing a pre-application form:** Homeowners who wish to apply for assistance must do so by September 20, 2019. Applicants after this date will be placed on a list for a review of qualifications only after it is determined that sufficient funds and time remains available once those who applied by the application deadline have been qualified, ranked and their needs determined.] Apply by contacting Amy Sutton, Project Assistant, at (252) 757-1096. Proof of ownership and income will be required. Those who have applied for housing assistance from the Town of Tarboro in the past will not automatically be reconsidered and must complete a new pre-application form.
- 2. Client Referral and Support Services** Many homeowners seeking assistance through the Essential Single-Family Rehabilitation Loan Pool may also need other services. If the ESFRLP staff meet the homeowner during the application process, they will provide pamphlets and a list of the agencies with contact information for the resources and programs available in the County. For households that meet the requirements of the pre-application step and qualify to receive assistance through the ESFRLP program, additional verbal discussion will be offered during the Screening of Applicants and/or Pre-rehab Inspection steps of the program.

3. **Preliminary inspection:** The Town of Tarboro's Rehabilitation Specialist will visit the homes of eligible households to determine the need and feasibility of the home for rehabilitation.
4. **Screening of applicants:** Applications will be ranked by the Town of Tarboro based on the priority system outlined on page 4 and the feasibility of rehabilitating the house. Households to be offered assistance will be selected by November 1, 2019. Household income will be verified for program purposes only (information will be kept confidential). NCHFA will verify ownership of the property by conducting a title search. From this review, the five most qualified applicants will be chosen according to the priority system described above and the remaining applicants will be placed on a list of alternates in the order that they qualified.] The Town of Tarboro will then submit to NCHFA an ESFRLP Loan Application and Reservation Request for each potential borrower for approval. Applicants not selected for ESFRLP assistance will be notified in writing.
5. **Written agreement:** A HOME Owner Agreement, between the homeowner and the Town of Tarboro, will be executed as part of the Loan Application and Reservation Request procedure (that formally commits funds to a dwelling unit). This agreement will certify that the property is the principal residence of the owner, that the post-rehab value of the property will not exceed 95% of the 203(b) limits established by HUD and defines the ESFRLP maximum amount and form of assistance being provided to the homeowner, the scope of work to be performed, the date of completion and the rehabilitation criteria and standards to be met.
6. **Pre-rehab inspection & unit evaluation:** The Town of Tarboro's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks, etc. Each unit will be evaluated for energy-saving opportunities such as air-sealing and duct-sealing as well as for environmental concerns, such as lead based paint hazards, radon and asbestos.
7. **Work write-up:** The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bids are received from contractors.
8. **Lead and Other Testing:** The Town of Tarboro will arrange for a certified firm to inspect all pre-1978 constructed homes for potential lead hazards (required) and asbestos hazards (as deemed necessary before or after 1978). All homes will be tested for radon. The owner will receive information covering the results of the tests and any corrective actions that will be needed as part of the rehabilitation.
9. **Bidding:** The work write-up and bid documents will be conveyed to all contractors from the Approved Contractors Registry who will be given no less than seven days in which to inspect the property and prepare bid proposals.

Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the Town Council Chambers located at the Town of Tarboro Municipal Building, 500 West Main Street, Tarboro, NC at a specified date and time, with all bidders invited to attend.

- 10. Contractor selection:** Within 72 hours of the bid opening the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the Town's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.
- 11. Loan closing and contract execution:** Loan documents (Promissory Note and Deed of Trust) will be prepared by NCHFA as the lender and executed by the homeowner. *By law, homeowner's have the right to hire legal representation of their choosing at loan closing.* If a homeowner does not have "representation" at the closing, the borrower must sign a NCHFA "Legal Advise Disclosure". Rehabilitation contract documents will be executed by the homeowner and contractor with the Town of Tarboro signing on as an interested third party prior to the commencement of any construction. The Town of Tarboro will facilitate with the loan closing and recordation of these documents and forward the recorded documents to NCHFA.
- 12. Pre-construction conference:** A pre-construction conference will be held at the selected applicant's home. At this time, the homeowner, contractor and ESFRLP Town of Tarboro program representatives will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. The Town of Tarboro will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.
- 13. Construction:** The contractor is responsible for obtaining and posting all permits for the project before beginning work. The Town of Tarboro ESFRLP Program staff will closely monitor the contractor during the construction period and local Code Enforcement Officials will inspect the work. To protect personal property the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
- 14. Change Orders:** All changes to the scope of work must be approved by the owner, the contractor, the Town of Tarboro Rehabilitation Specialist, and the Town of Tarboro Program Administrator and reduced in writing as a contract amendment ("change order"). The owner, contractor, Town of Tarboro Program Administrator and Rehabilitation Specialist must execute any change order agreements to the construction contract.
- 15. Progress payments:** The contractor is entitled to request two partial payments (50% and 85%) and a final payment. When a payment is requested, the Rehabilitation Specialist will inspect the work within three days.

- 16. Closeout:** When the Rehabilitation Specialist and the Homeowner are satisfied that the contract has been fulfilled, the Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. All material and workmanship will be guaranteed by the contractor for a period of one-year from the date of completion of the work as established by the date on the final pay requisition.
- 17. Post-construction conference:** Following construction, the contractor and the Rehabilitation Specialist will sit down with the Homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment and materials to the homeowner. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for the new equipment, materials and appliances and discuss general maintenance of the home with the Homeowner. The Homeowner will have the opportunity to ask any final questions about the work.
- 18. Final loan amount determination:** If, upon completion of all rehabilitation work, the contract price has changed due to the effect of change orders, NCHFA will prepare an estoppel for a loan reduction or modification agreement for loan increases (as necessary at the time of closeout of the unit to modify the loan amount when there is a need for a change order involving a change in the original loan amount). The loan will remain the property of the NCHFA, with original documents remaining there for storage and "servicing. Please note that it is the responsibility of the owner to record an estoppel if they wish this to be reflected in the Deed of Trust.
- 19. The warranty period:** It is extremely important that any problems with the work that was performed be reported by the homeowner to the Town of Tarboro's Rehabilitation Specialist or other representative, as soon as possible in writing. All bona fide defects in materials and workmanship reported within one year of completion of construction will be corrected free of charge by the Contractor.

What are the key dates?

If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting August 30, 2019.
- Applications must be turned in at the Town of Tarboro Planning Office by 5:00 PM on September 27, 2019.
- Selection of units will be made on November 1, 2019.
- All rehabilitation work must be under contract by December 31, 2021.
- All rehabilitation work must be completed by June 26, 2022.

How do I request an application?

Contact:

Amy Sutton, Project Assistant
The Wooten Company
301 W. 14th Street

Greenville, NC 27834
Phone: (252) 757-1096

Or: pick up an application at the Town of Tarboro Planning Office located at 500 Main Street, Tarboro, NC.

Is there a procedure for dealing with complaints, disputes and appeals?

Although the application process and rehabilitation guidelines are meant to be as fair as possible, the Town of Tarboro realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should Catherine Grimm, Planning Director, within five days of the initial decision and voice their concern.
2. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing. A written appeal must be made within 10 business days of the initial decision on an application.
3. The Town of Tarboro will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the rehabilitation process:

1. If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Specialist, preferably in writing.
2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to the contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to correct the problem.
3. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be added to the applicant's file and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.
4. If problems persist, the homeowner must put the concern in writing and a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by the Town of Tarboro's Planning Director.
5. Should the mediation conference fail to resolve the dispute, the Planning Director will render a written final decision.

Final Appeal:

After following the above procedures, any applicant or homeowner who remains dissatisfied with the Town of Tarboro's final decision may appeal in writing to Michael Handley, NCHFA, PO Box 28066, Raleigh, NC 27611-8066, (919) 877-5627.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to the Town of Tarboro employees who are directly involved in the program, the North Carolina Housing Finance Agency, the US Department of Housing and Urban Development (HUD) and auditors.

What about conflicts of interest? No employee or council member of the Town of Tarboro, or entity contracting with the Town of Tarboro, who exercises any functions or responsibilities with respect to the ESFRLP project shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of the Town of Tarboro employees or of the Town of Tarboro board members and others closely identified with, may be approved for rehabilitation assistance only upon public disclosure before the Town of Tarboro Board of Commissioners and written permission from NCHFA.

What about favoritism? All activities under ESFRLP, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability.

Outreach Efforts of the ESFRLP Program

The Town of Tarboro makes citizens aware of the ESFRLP program and other housing rehabilitation opportunities through various service providers and specific outreach efforts. At a minimum, the Town will advertise or publish an article about the Essential Single-Family Rehabilitation Loan Pool Program via the following media/venues: the local newspaper serving the County (The Rocky Mount Telegram), at senior centers throughout the County and on the Town's website.

Who can I contact about the ESFRLP program? Any questions regarding any part of this application or program should be addressed to:

Catherine Grimm
Town of Tarboro
500 Main Street
Tarboro, NC 27886
Phone: (252) 641-4249

Brendan Nolan, Project Manager
The Wooten Company
301 W. 14th Street
Greenville, NC 27834
Phone: (252) 757-1096

This Assistance Policy is adopted this ____ day of _____ 2019.

Joseph W. Pitt, Mayor
Town of Tarboro

Attest

Town of Tarboro
Procurement and Disbursement Policy
For the 2019 Cycle of the
ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL

PROCUREMENT POLICY

1. To the maximum extent practical, the Town of Tarboro (the Town) promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's (NCHFA) Essential Single-Family Rehabilitation Loan Pool (ESFRLP). Bids are invited from Contractors who are part of the Town's Approved Contractor Registry. Any current contractor listed with and approved by the Town and in good standing (ie. no unresolved past performance issues and not listed on the federal or state debarred list) will receive automatic approval status on the Approved Contractor Registry.
2. To be listed in the Approved Contractor Registry, a contractor must complete an application, have positive feedback from their recent work references which will be reviewed by the Town's Rehabilitation Specialist and submit proof of insurance.
3. All eligible contractors on the Town's Approved Contractor Registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 20%, in either direction, of the Town's cost estimate, (c) the contractor has not been suspended or debarred and (d) there is no conflict of interest (real or apparent).

All contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) Certified Renovators working for Certified Renovation firms; only those contractors with these certificates on file will be invited to bid on pre-1978 homes.

4. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.
5. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job, including instructions for distribution and receipt of bids. Contractors will be given no less than seven days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the Councils Chambers located at the Town of Tarboro, 500 Main Street, Tarboro, NC at a specified date and time, with all bidders invited to attend.
6. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
7. The Town reserves the right to reject any or all bids at any time during the procurement process.

8. In the event of a true emergency situation, the Town reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, electronic bids and the like. Should such methods ever become necessary, the transaction will be fully documented. In the event phone bids are used, the Town of Tarboro will call the first three responsive contractors on the approved contractor list who have indicated a desire to be on the telephone call list. The Town will track who has been called and responses, and will rotate through the full list before beginning the rotation again.
9. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend. Within 72 hours of the bid opening, after review of bid breakdowns and construction schedules, the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the Town's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.
10. The contractor is responsible for obtaining all required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. If applicable, the contractor will obtain a permit for lead hazard related activities. The Town of Tarboro ESFRLP staff will closely monitor the contractor during the construction period to make sure that the work is being completed according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Local Code Enforcement Officials will inspect the work for compliance with the NC State Building Code and the local minimum housing code, when applicable. To protect personal property, the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed when practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
11. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by the Rehabilitation Specialist all parties to the original contract (homeowner, contractor and representatives of the Town). The change order must also detail any changes to the original contract price and completion date.
12. No work may begin prior to a contract being awarded and executed and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work. At this time, the homeowner, contractor and ESFRLP Town of Tarboro program representatives will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. Within 30 days of the pre-construction conference and execution of the contract, the Town of Tarboro will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.
13. The Town of Tarboro is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool.

Contractors will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and/or disability.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the Town's Rehabilitation Specialist, (b) the local building or minimum housing code inspector when applicable and (c) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.
2. The contractor is entitled to request two partial payments and a final payment. The first partial payment may be requested when the work is 50% complete. The second partial payment may be requested when the work is 85% complete. When a partial payment is requested, the Rehabilitation Specialist will inspect the work within three days, determine percentage of job completion and calculate a payment based on 90% of the total work completed.
3. Following construction, the Rehabilitation Specialist will meet with the Homeowner to conduct a post-construction conference. At this conference the Rehabilitation Specialist will hand over all owner's manuals and warranties on equipment and materials to the homeowner and be available to answer homeowner questions.
4. Project Closeout: When the contractor declares the work complete, the Rehabilitation Specialist will thoroughly inspect the work. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of final payment. If the contractor fails to correct the work to the satisfaction of the Town's Rehabilitation Specialist, payment will be withheld until the work is deemed satisfactory. (Contractors may follow the Town's Essential Single-Family Rehabilitation Loan Pool Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy). The Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. After receipt of the contractor's final invoice, inspections, certificate of completion and lien releases, the final payment will be ordered. All material and workmanship will be guaranteed by the contractor for a period of one-year from the date of completion of the work.
5. The Town assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
6. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the _____ day of _____, 20____.

Town of Tarboro

BY: _____

ATTEST: _____

CONTRACTORS STATEMENT:

I have read and understand the attached Town of Tarboro Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____

WITNESS: _____

AGREEMENT FOR PROFESSIONAL SERVICES TOWN OF TARBORO ESFRLP FY19

This Agreement is made this ____ day of _____ 2019 between L.E. Wooten & Company, Inc., d/b/a The Wooten Company, a North Carolina corporation, ("CONSULTANT") and the Town of Tarboro ("CLIENT").

1. Services: CONSULTANT agrees to perform Basic Services and (if properly requested in writing) Additional Services at the rates and in the manner described in the Scope of Work, attached hereto as Exhibit A, which is hereby incorporated as if fully set forth herein.
2. Authorization: CLIENT authorizes CONSULTANT to begin performing these SERVICES upon the execution of this Agreement.
3. Payment of Invoices: CONSULTANT will submit invoices to CLIENT based on hourly or cost plus rates or, if the Services are being performed on a lump sum basis, based upon CONSULTANT's estimate of the proportion of the total services actually completed during the billing period. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (18% annually) per month not to exceed the maximum rate allowed by law for any payment received by CONSULTANT more than thirty (30) calendar days from the date of the invoice.
4. Disputed Invoices: If CLIENT disputes any part of an invoice, CLIENT will notify CONSULTANT in writing of such dispute within thirty (30) days of the date of such invoice. If CLIENT fails to notify CONSULTANT as required above, CLIENT waives any and all claims, rights and defenses related to the work covered by such invoices. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, CONSULTANT may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT. All time spent and expenses incurred, including any attorney's fees, in connection with the collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's standard fee rates.
5. Subconsultants/Subcontractors: CLIENT understands and agrees that CONSULTANT may hire subconsultants/subcontractors to assist in the performance of the Services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT. If CLIENT has objections to CONSULTANT'S selected subconsultant/subcontractor, CLIENT shall provide prompt written notice to CONSULTANT to address or resolve concerns.
6. Standard of Care: **CONSULTANT provides no express or implied warranties or guarantees of any kind.** CONSULTANT only agrees that the standard of care for all Services performed or furnished by CONSULTANT under this Agreement will be the care

and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time..

7. Claims for Consequential Damages: CONSULTANT and CLIENT waive consequential damages, including lost profits, for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph Twenty-Four herein.

8. Notification of Breach or Delay: CLIENT shall provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault, defect or delay in the CONSULTANT's work or the work of any subcontractor or subconsultant, including any error, omission or inconsistency in such work or any alleged breach of contract by CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) business days from the time CLIENT became aware of, or should have become aware of, the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against CONSULTANT arising out of such fault, defect, delay, error, omission, inconsistency or breach.

9. Certifications: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon CONSULTANT's signing any such certification or document.

10. Contractor's Work: CONSULTANT shall not supervise, direct, or have control over any Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, procedures, safety policies or practices selected by any Contractor. Likewise, CONSULTANT shall have no responsibility or liability for jobsite safety or any failure of any Contractor to comply with plans, specifications, laws, regulations, or other documents applicable to Contractor's Work.

11. Project Site: Should CLIENT not be owner of the project site, then CLIENT agrees to notify the Owner(s) of the potential for unavoidable alteration of Owner's property and to indemnify and defend CONSULTANT against any claims by the Owner or persons having possession of the site through the Owner which are related to such alteration or damage.

12. Buried Utilities: CLIENT, to the extent of its knowledge, will furnish to CONSULTANT best available information identifying the type and location of utilities and other man-made objects beneath the surface of the project site.

13. Documents and Records: The CLIENT will furnish or cause to be furnished to the CONSULTANT such reports, data, studies, plans, specifications, documents and other information deemed necessary by the CONSULTANT for proper performance of the CONSULTANT's services. The CONSULTANT may rely upon the documents so

provided in performing the services required under this Agreement; provided, however, that the CONSULTANT assumes no responsibility or liability for their accuracy. All documents, including, but not limited to, maps, drawings, specifications, reports, logs, field notes, laboratory test data, calculations and estimates, prepared by the CONSULTANT pursuant to this Agreement ("Records"), shall be the CONSULTANT's sole property. Upon execution of this Agreement, the CONSULTANT grants to the CLIENT a nonexclusive license to reproduce the CONSULTANT's records solely for purposes of the Project, provided that the CLIENT shall comply with all obligations, including prompt payment of all sums when due, under this agreement. The CLIENT agrees that all documents of any nature furnished to the CLIENT or the CLIENT's agents or designees, if not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever. The CONSULTANT agrees that if it is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the CLIENT to authorize other similarly credentialed professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Records solely for purposes of completing, using and maintaining the Project. The CLIENT shall be permitted to authorize the Contractors, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Records appropriate to and for use in their execution of the work by license granted above. The CLIENT further agrees that under no circumstances shall any documents produced by the CONSULTANT pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the CONSULTANT's prior written permission. Any use of the Records beyond the purpose for which they were created without CONSULTANT's written authorization will be at CLIENT's sole risk, and CLIENT shall indemnify, defend and hold harmless CONSULTANT against any and all claims, lawsuits, damages, expenses, penalties, fines, costs or other liabilities arising out of or resulting from such use. CONSULTANT will retain these Records for a period of five (5) years following completion of this project. During this time, CONSULTANT will reasonably make available the records to the CLIENT. CONSULTANT may charge a reasonable fee in addition to its professional fees for retrieving or copying such records. CLIENT shall rely only on hard copies of documents provided by CONSULTANT, and waives any claim against CONSULTANT for discrepancies between electronic versions and hard copies of documents.

14. Opinion of Cost: Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction, remediation and materials, are opinions only. CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable cost prepared by it. If at any time CLIENT wishes greater assurances as to the amount of any cost, CLIENT shall employ an independent cost estimator to make such determination. Services required to bring costs within any limitation established by CLIENT will be paid for as additional services hereunder by CLIENT.

15. Change Orders: CONSULTANT will treat as a change order any written order (including directions, instructions, interpretations or determinations) from CLIENT which

request changes in the Services. CONSULTANT will give CLIENT written notice within ten (10) days of the change order of any resulting increase in fee. Unless CLIENT objects in writing within five (5) days, the change order becomes a part of this Agreement.

16. Third-Party Rights: This agreement is solely for the benefit of the parties hereto and nothing herein, express or implied, is intended to confer any right or remedy on any person other than CLIENT and CONSULTANT.

17. Safety: CONSULTANT shall not be responsible for Site safety and shall have no right or obligation to direct or stop the work of CLIENT's contractors, agents, or employees.

18. Force Majeure: CONSULTANT and CLIENT shall not be responsible to one another for any delays, damages, costs, expenses, liabilities or other problems that may arise as a result of a force majeure. A "force majeure" is defined as any event arising from causes beyond the reasonable control of CONSULTANT and/or CLIENT, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, acts or failures of government.

19. Limitation of Liability: CONSULTANT's liability to CLIENT for any and all claims (including, but not limited to, claims for negligence, breach of contract, breach of warranty, strict liability, errors and omissions), losses, expenses, or damages arising out of or related to this Agreement shall not exceed \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater.

20. Indemnity: CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless the CONSULTANT from and against any and all claims, liabilities, losses, damages, costs or expenses, including, without limitation, awards, fines, damages or judgments arising out of or relating to, any or all of the following: (a) any inaccurate, insufficient or incomplete information provided to CONSULTANT by CLIENT and any and all actions, advice, decisions or judgments made or recommended by CONSULTANT in reliance on such information; (b) any events, problems or circumstances arising out of or related to CLIENT's negligence or breach of this Agreement; (c) any and all claims or liabilities resulting from CLIENT's (or CLIENT's agents, employees or representatives) violation of federal, state or local statutes, regulation ordinances, including but not limited to, statutes, regulations and ordinances related to the handling, removal, disposal, treatment, or transportation of hazardous substances or constituents; (d) all claims and liabilities resulting from or related to Site conditions or hazardous substances or constituents introduced at the Site by any person or entity other than CONSULTANT; and (e) any claim or lawsuit against CONSULTANT arising out of or in any way related to materials, elements, hazardous substances or constituents at or from the CLIENT's facility, including, but not limited to any claims of injuries, illness or disease from such materials, elements, hazardous substances or constituents.

21. Hazardous Substances and Constituents. The CLIENT agrees to advise the CONSULTANT upon execution of this Agreement of any hazardous substances or any

condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. The CLIENT agrees to provide continuing information as it becomes available to the attention of the CLIENT in the future. By virtue of entering into this Agreement or of providing services hereunder, the CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project Site that may present a potential danger to the public, health, safety or environment except where required of the CONSULTANT by law. The CLIENT agrees to notify the appropriate federal, state or local public agencies as required by law, of any information that may be necessary to prevent any danger to health, safety or the environment.

22. Representatives and Notices: On behalf of CONSULTANT, only the following individuals have authority to modify or alter the terms and conditions of this agreement:

Amos L. Moore, Jr. – President
Gary D. Hartong – Vice President
Ralph Mobley – Secretary/Treasurer

All notices required pursuant to this agreement shall be given in writing, shall be sent via facsimile, certified registered mail, or by a national courier service to the individuals and addresses set forth below.

Notices to CONSULTANTS shall be sent to: Brendan T. Nolan
The Wooten Company
301 West 14th Street
Greenville, NC, 27834

Notices to CLIENT shall be sent to: Catherine Grimm
Town of Tarboro
PO Box 220
Tarboro, NC 27886-0220

23. Assignment/ Status: The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of CONSULTANT. CONSULTANT will not assign or transfer its interest in this Agreement without the written consent of CLIENT. CONSULTANT is an independent contractor and not the agent or employee of CLIENT.

24. Termination: Either party may terminate the Services with or without cause upon thirty (30) days advance written notice. If CLIENT terminates without cause or if CONSULTANT terminates for cause (including failure of CLIENT to pay invoices in a timely fashion), CLIENT will pay CONSULTANT costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, and all demobilization costs.

25. Community Relations: CONSULTANT acknowledges that CLIENT or its designated representative shall be responsible for handling public and community relations activities concerning the Scope of Work undertaken pursuant to this Agreement. Except for statements made by CLIENT or statements contained in any report CLIENT makes which becomes public, CONSULTANT shall not refer to CLIENT in any advertising or public announcement without CLIENT's prior written consent.

26. Severability: If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The Court shall instead reform or replace any void or unenforceable provision with a valid and enforceable provision that gives meaning to the intention of the provision or shall strike the provision from the agreement.

27. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services and the termination of this Agreement.

28. Complete Agreement: The Parties acknowledge this Agreement, including the Scope of Work attached hereto constitutes the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties.

29. Applicable Law. This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina, excluding only its conflict of laws principles.

This space intentionally left blank.

CLIENT:
TOWN OF TARBORO

CONSULTANT:
L. E. WOOTEN & COMPANY
(dba) THE WOOTEN COMPANY

BY: _____

BY: _____

Name: Troy Lewis

Name: Amos L. "Bucky" Moore, Jr.

Title: Town Manager

Title: President

Date: _____

Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Town Attorney

PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited as required by the Local Government Budget and Fiscal Control Act.

Ann Y. Mann, Finance Director

EXHIBIT A
Scope of Work
NCHFA 2019 ESFRLP Program

1. SCOPE OF SERVICES

The Consultant will provide technical services and administrative assistance for a \$190,000 North Carolina Housing Finance Agency (NCHFA) FY 2019 Essential Single Family Rehabilitation Loan Pool (ESFRLP) Grant and associated membership in the North Carolina Housing Finance Agency (NCHFA) FY 2019 Essential Single Family Rehabilitation Incentive Pool. The program consists of the rehabilitation of five (5) homes occupied by low and moderate income homeowners with the potential for additional homes to be added if scheduled unit completion and expenditure thresholds are met and incentive pool funds are available.

1.1 Administration

Consultant will provide general management/ oversight/ coordination of the ESFRLP Project. Activities include project setup, project-related outreach, eligibility determination reviews and recommendations, public information, coordination of loan document execution, and project monitoring including preparation of NCHFA-required unit reports.

1.2 Service Delivery

Consultant will provide technical services directly associated with the rehabilitation of eligible units. Such services will include:

1.2.1 Outreach and intake associated with eligible homes.

1.2.2 For homes approved by the Client, preparation of work write ups and cost estimates on selected homes.

1.2.3 Preparation of project related documents and forms including Housing Rehabilitation Contractors Handbook.

- 1.2.4** Preparation of bid packages, attendance at bid openings and preparation of a recommendation of award to Client staff.
 - 1.2.5** Provide draft construction contract.
 - 1.2.6** Attend pre-construction conferences with contractor and homeowner.
 - 1.2.7** Conduct site specific environmental review for each eligible home.
 - 1.2.8** Provide construction observation, appropriate to the stage of rehabilitation, prepare change-orders if necessary and prepare request for checks for partial and final payments to contractors.
 - 1.2.9** Conduct post construction conference with homeowner and contractor.
 - 1.2.10** Maintain rehabilitation files.
- 1.3** Services Provided by the Client
 - 1.3.1** Designate a person to act as Client's representative with respect to this work performed. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies.
 - 1.3.2** Provide Consultant with lists of Client approved applicants and contractors.
 - 1.3.3** Construction contract signatures and execution of all construction and loan related documentation.
 - 1.3.4** Recordation, including fees, title insurance, legal fees and loan closings will be provided by Client designated staff. Compensation for these services will be provided at the rates indicated in the Client's application for funding and the grant agreement with NCHFA.

2. COMPENSATION

Compensation per unit treated for the above mentioned scope of services will not exceed Eight Thousand Dollars (\$8,000) per unit, without permission of the Client. Initial contract amount will be Forty Thousand Dollars (\$40,000) for a total of five (5) units with automatic contract increases of Eight Thousand Dollars (\$8,000) per unit for each additional unit.

3. METHOD OF PAYMENT

Payments will be requested in accordance with the provisions of the NCHFA ESFRLP19 Program Administrator's Manual dated April, 2019. Monthly invoices will be submitted to the Client based upon work accomplished during the invoice period.

4. TIME OF PERFORMANCE

Service provided herein will be completed no later than June 30, 2022 per the Member's Funding Agreement, unless an extension is approved by NCHFA.

5. ADDITIONAL SERVICES

In the event that the Client desires additional services whose cost is in excess of the maximum compensation payable provided for here above, a written amendment to this Agreement may be negotiated, mutually agreeable to both parties, to increase the maximum compensation payable. Compensation for additional services will be in accordance with Exhibit B - Schedule of Fees.

EXHIBIT B



SCHEDULE OF FEES Hourly Rates for Wage Categories

| Wage Category | Hourly Billing Rate |
|---|------------------------|
| Engineer I | \$ 106 |
| Engineer II | \$ 135 |
| Engineer III | \$ 160 |
| Engineer IV | \$ 212 |
| Architect II | \$ 135 |
| Designer I | \$ 75 |
| Designer II | \$ 90 |
| Designer III | \$ 114 |
| Designer IV | \$ 139 |
| Construction Admin I | \$ 106 |
| Construction Admin II | \$ 160 |
| Construction Admin III | \$ 212 |
| Construction Observer / Resident Project Representative | \$ 97 |
| Utility Coordinator II | \$ 119 |
| Utility Coordinator III | \$ 151 |
| Survey Technician I | \$ 50 |
| Survey Technician II | \$ 65 |
| Survey Technician III | \$ 85 |
| Survey Technician IV | \$ 115 |
| Surveyor II | \$ 109 |
| Surveyor III | \$ 129 |
| Surveyor IV | \$ 164 |
| GIS Analyst II | \$ 80 |
| GIS Analyst III | \$ 111 |
| GIS Analyst IV | \$ 124 |
| Community Development Coordinator | \$ 110 |
| Housing Rehabilitation Specialist | \$ 89 |
| Project Assistant | \$ 77 |

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.

Annual adjustments are made on July 1st of each year. The above hourly rates reflect current rates for the period through June 30, 2020. Hourly billing rates will change next on July 1, 2020 to reflect Direct Payroll Costs (salaries) being paid at that time.

Effective Rates July 1, 2019 through June 30, 2020

Certification of Eligibility

This form must be attached and made a part of all contracts obligated by grantees and paid with HOME funds.

Grantee: Town of Tarboro

Grant Number: ESFRLP1921

Project Name: Essential Single-Family Rehabilitation Loan Pool

By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12 (a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable by virtue of Section 3 (a) or the Davis-Bacon Act.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Governmental contract by virtue of 29 CFR 5.12 (a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable by virtue of Section 3 (a) or the Davis-Bacon Act.

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18, U.S.C. 1001 and 18 U.S.C. 1010.

| | |
|--|--|
| Name of Firm: | L. E. Wooten & Company, DBA The Wooten Company |
| Address of Firm | 120 North Boylan Avenue, Raleigh, NC 27603 |
| Date: | |
| Name and Title of Signatory: | Amos L. "Bucky" Moore, Jr., President |
| Signature: | |
| Federal Identification Number or Social Security Number: | 56-0509703 / CAGE Code oB8V9 |

The Federal Excluded Parties List System (www.epls.gov) and the State of North Carolina Debarred Vendors List (www.doa.state.nc.us/pandc/actions.asp) have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a HOME assisted project. (A dated printout from the websites must be attached to this document.)

| | |
|-----------------------------------|--|
| a. Date Checked: | |
| b. Signature of Verifying Officer | |
| c. Title of Verifying Officer | |

BUDGET RESOLUTION

TOWN COUNCIL OF THE TOWN OF TARBORO

August 19, 2019

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TARBORO, NORTH CAROLINA, that the General Fund Capital Project Budget be adjusted as follows:

| <u>Account Number</u> | <u>Account Name</u> | <u>Current Budget</u> | | <u>Amount of Change</u> | | <u>Revised Budget</u> |
|---|--------------------------|---------------------------|---|-----------------------------|---|---------------------------|
| REVENUES - GENERAL FUND CAPITAL PROJECT ESFRLP19 | | | | | | |
| 85-3760-0100 | FEDERAL FUNDS - ESFRLP19 | - | + | 190,000 | = | 190,000 |
| EXPENDITURES - GENERAL FUND CAPITAL PROJECT ESFRLP19 | | | | | | |
| 85-8510-4500 | CONTRACTED SERVICES | - | + | 190,000 | = | 190,000 |

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



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: NCDOT - Tarboro "Hometown Homecoming" Parade Ordinance

Date: 8/19/2019

Memo Number: 19-67

In order to receive approval from the North Carolina Department of Transportation (NCDOT) to close Main Street for the Tarboro "Hometown Homecoming" parade, it is necessary to adopt an ordinance declaring the road closure.

It is recommended that Council adopt the attached ordinance declaring the closure of N. Main Street from Granville Street to Johnston Street for the purpose of holding the 2019 "Hometown Homecoming" parade.

ATTACHMENTS:

| Description | Upload Date | Type |
|------------------------|-------------|-----------|
| Road Closure Ordinance | 8/6/2019 | Ordinance |

ORDINANCE NO. _____

**AN ORDINANCE DECLARING A ROAD CLOSURE FOR A
“HOMETOWN HOMECOMING” PARADE**

THE TOWN COUNCIL OF THE TOWN OF TARBORO ORDAINS:

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

WHEREAS, the Town Council of the Town of Tarboro acknowledges its citizens realize a financial benefit from holding a special Homecoming parade; and

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

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

Date: Saturday, October 19, 2019

Time: 9:00 AM – 11:00 AM

Route Description: N. Main Street (NC 33) between Granville Street and Johnston Street

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

Adopted this 19th day of August, 2019.

Joseph W. Pitt, Mayor

Attest:

Leslie M. Lunsford, Town Clerk