
AGENDA
TOWN COUNCIL OF THE TOWN OF TARBORO, NC
REGULAR MEETING HELD AT 7:00 PM, MONDAY, SEPTEMBER 11,
2023
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) Proclamation to Memorialize 9/11

6. REQUESTS AND PETITIONS OF CITIZENS

(Five minute time limit per person)

7. TOWN MANAGERS RECOMMENDATIONS

Consent Items

- (1) Approve minutes of the August 21, 2023 regular meeting.
- (2) Tax Collector's Report
- (3) 2023 Tax Levy Adjustment

Action Items

- (4) Property Acquisition - 201 & 211 Water Street
- (5) Economic Development - Development Agreement Moye-Corp, LLC
- (6) DEHC Housing Rehabilitation Contract for Services
- (7) Special Event - American Heart Association Twin Counties Heart Walk
- (8) NCDOT - Tarboro "Hometown Homecoming" Parade Ordinance
- (9) Appointment for October - Redevelopment Commission
- (10) Appointment for October - Edgecombe County Tourism Development Authority
- (11) Appointment for October - Downtown Grant Review Committee

8. OTHER REPORTS

A. Town Manager

B. Town Attorney

C. Council Members

- (1) Mayor's Discussion of Committee for Downtown Plan Implementation/Vacant Property Ordinance

9. ADJOURNMENT



PROCLAMATION “PATRIOT DAY”

WHEREAS, the unprovoked attacks of September 11, 2001, upon America by foreign terrorists thrust the United States and other countries into a war it never envisioned, militarily or diplomatically; and

WHEREAS, in response to this tragedy, Americans across the country came together in a remarkable spirit of patriotism and unity carrying out countless acts of kindness, generosity, and compassion; and

WHEREAS, every year since, we have observed this somber anniversary as a day to remember those we lost and honor the courageous first responders, both men and women, from all walks of life who took action to protect their fellow Americans; and

WHEREAS, America is fully committed to ensuring our freedoms remain unfettered and sovereign for all generations, now and forever; and

WHEREAS, one way to accomplish this is to NEVER FORGET that those innocent victims did not die in vain; and

WHEREAS, America can fight back by reminding the world that the deaths of these people will always be remembered and that they will be forever loved; and

WHEREAS, a noble and appropriate way to accomplish this is through the annual celebration of their living and commemorating the service members who answered our nation's call in the aftermath of the attacks and continue to serve our nation both at home and abroad; and

WHEREAS, this commemoration should be conducted each year on September 11th throughout the land to remember the importance of these individuals and the role they have in keeping us safe and in protecting our freedom.

Now, therefore be it resolved I, Tate Mayo, Mayor of the Town of Tarboro, do hereby proclaim September 11th as “PATRIOT DAY” and a National Day of Service and Remembrance to honor those men and women who bravely answered the call on September 11, 2001 and to recognize those who continue serving our country today.



Witnessed this 11th day of September, 2023

Tate Mayo, Mayor

**MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL OF THE
TOWN OF TARBORO, HELD AT 7:00 PM ON MONDAY, AUGUST 21, 2023 IN
THE COUNCIL ROOM, TOWN HALL, TARBORO, NORTH CAROLINA**

MEMBERS PRESENT

Mayor Mayo
Councilman Woodard
Councilman Taylor
Councilman Burnette
Councilman Brown
Councilman Jenkins
Councilmember Jordan
Councilmember Bynum
Councilman Braxton

MEMBERS ABSENT

ALSO PRESENT

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

1. MEETING CALLED TO ORDER BY THE MAYOR

2. INVOCATION

Councilman Taylor.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA BY COUNCIL

Agenda approved as presented.

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

5. REQUESTS AND PETITIONS OF CITIZENS

Quinn Archer, 6571 NC Highway 33, Tarboro - expressed concerns about citizens speeding around Municipal Stadium. He requested Council consider speed bumps in the area to help reduce the speed for safety.

Donald Parker, 2367 Colonial Road - requested that the Town co-sponsor a Diabetes Walk on November 11, 2023 at Clark Park by providing the use of a stage, tables, chairs and garbage cans. Staff will work with Mr. Parker to coordinate the event. Councilman Jenkins made a motion, which was seconded by Councilman Woodard and passed unanimously, that Council agree to co-sponsor the event.

Shari Redhage, 900 Saint Andrew Street - spoke in favor of the proposed vacant property ordinance.

Bernard Dunn, 916 Bradley Avenue - expressed concerns about gun violence. He passed out a placard to be displayed as an inexpensive way to help end gun violence and raise awareness.

Steve Redhage, 900 Saint Andrew Street - spoke in favor of the proposed vacant property ordinance.

George Thorne, 108 W Philips Street - spoke against the current proposed vacant building ordinance, he agrees that the Town needs a policy just not the proposed ordinance.

Phillip Smith, 1701 Pine Street - spoke about the old tractor in his front yard used as a decoration. He stated that it was not a "junk" vehicle by General Statute.

Charles Ainsley, 300 W Saint James Street - agreed that the Town needed to take action on the vacant properties downtown but thought the proposed vacant property ordinance needed to be modified with the input of current property owners.

6. TOWN MANAGERS RECOMMENDATIONS

Consent Items

Consent Items approved as presented.

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

- (1) Approve minutes of the July 10, 2023 regular meeting.
- (2) Taxes - Preliminary Report & Annual Settlement of Tax Collector
- (3) Tax Collector's Report

Action Items

(4) FY2023-2024 Budget Amendment - Re-appropriations from FY2023-2024

Council adopted the FY 2023-2024 Budget Amendment - Re-appropriations from FY 2023-2024 budget resolution.

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

(5) Budget Amendment - Amick Equipment

Council adopted the Amick Equipment budget resolution.

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

(6) Downtown Area Wide Plan & Riverfront Park Plan

A presentation was made by Stantec. Council adopted the resolution for the downtown plan and the riverfront plan.

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

(7) Ordinance - Vacant Property

Council discussed in detail. It was suggested that a committee be formed with representation from Council, business owners, Planning staff, and the Town attorney to revise the ordinance before Council adopts and begins enforcement.

Council called for question.

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

Council approved Ordinance 23-05, a Non-Residential Maintenance Code and Vacant Property Registry with an amendment to include the Central Business District only (Downtown).

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

(8) Ordinance - Annexation

Council adopted Ordinance 23-06 to Extend the Corporate Limits of the Town of Tarboro

ORDINANCE 23-06

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF TARBORO, NORTH CAROLINA

Clarence Brown made a motion, which was seconded by Othar Woodard and Passed, Motion.

(9) NCDOT - Cycle NC Downtown Event

Council adopted Ordinance 23-07 declaring the closure of N. Main Street from Church Street to Pitt Street.

ORDINANCE 23-07

AN ORDINANCE DECLARING A ROAD CLOSURE FOR A CYCLE NORTH CAROLINA "MOUNTAINS TO THE COAST" TARBORO COMMUNITY EVENT

Alfred Braxton made a motion, which was seconded by Deborah Jordan and Passed, Motion.

(10) Bid Award - ICMA Housing Study

Council approved Bowen National Research and authorized staff to execute contracts related to the same.

Clarence Brown made a motion, which was seconded by Alfred Braxton and Passed, Motion.

(11) Bid Award - On-Call Engineering Services

Council approved contracts with The Wooten Company and The East Group to provide engineering services as needed for a (3) three-year period.
Leo Taylor made a motion, which was seconded by Alfred Braxton and Passed, Motion.

(12) Bid Award - Pre-Engineered Warehouse Addition

Council approved the bid for Nashco Inc. as the winning bidder for implementation of the addition to the warehouse storage facility located at the Electric Department and authorized staff to negotiate the terms and execute the necessary documents.
Deborah Jordan made a motion, which was seconded by John Jenkins and Passed, Motion.

(13) NCORR Affordable Housing Grant Application

Council approved staff to submit the application and include a letter of support.
John Jenkins made a motion, which was seconded by Deborah Jordan and Passed, Motion.

(14) Uniform Guidance Procurement Policy

Council adopted the Uniform Guidance Procurement Policy which will be filed as an attachment to the Town's current Purchasing Policy.
Alfred Braxton made a motion, which was seconded by John Jenkins and Passed, Motion.

7. OTHER REPORTS

A. Town Manager

(1) 2020 Census Appeal Update

The Manager informed Council that the 2020 Census Appeal was denied. Staff has looked into a special census which would begin in 2024 and could last until 2028. The Town will continue to investigate.

B. Town Attorney

The Town Attorney thanked Chief Mann for the recent work on Cromwell Avenue.

C. Council Members

Councilman Woodard - thanked staff and Police Department.

Councilman Taylor - asked for an update on recycling pick-up. Hope to resume on September 5, 2023.

Councilman Burnette - none.

Councilman Brown - none.

Councilman Jenkins - recognized Brandon Keel as the Code Enforcement Officer.

Councilmember Jordan - introduced Stacey Moye, an investor and developer in the downtown area and thanked the Police Department for constantly working to keep the area safe. Councilmember Jordan also stated that she learned a lot from the recent ElectriCities Conference.

Councilmember Bynum - none.

Councilman Braxton - thanked the Police Department and ALE for the recent work on Cromwell Avenue.

8. CLOSED SESSION

Enter Closed Session per NCGS 143-318.11(a)(3), (4), and (5)

Deborah Jordan made a motion, which was seconded by Othar Woodard and Passed, Motion.

Resume Open Session

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

- (1) Closed Session as per NCGS § 143-318.11(a) (3), (4), and (5)

No action taken.

9. ADJOURNMENT

Meeting adjourned.

Alfred Braxton made a motion, which was seconded by Othar Woodard and Passed, Motion.

Town of Tarboro, North Carolina
General Fund
Schedule of Ad Valorem Taxes Receivable
August 31, 2023

Fiscal Year	Uncollected Balance July 31, 2023	Additions	Collections and Credits	Uncollected Balance August 31, 2023
2023	\$ -	\$ 3,878,275	\$ 247,564	\$ 3,630,711
2022	95,216.00		4,564.00	90,652.00
2021	40,406		1,851	38,555.00
2020	27,664		637	27,027
2019	19,500		263	19,237
2018	14,176		191	13,985
2017	9,993		-	9,993
2016	10,595		255	10,340
2015	8,310		9	8,301
2014	6,136		126	6,010
Prior years	26,606		63	26,543
	<u>\$ 258,602</u>	<u>\$ 3,878,275</u>	<u>\$ 255,523</u>	<u>\$ 3,881,354</u>
Less: Allowance for Uncollectible Accounts:				
General Fund				
Ad valorem taxes receivable - net				<u>\$ 3,881,354</u>
Reconciliation with Revenues:				
Ad valorem taxes - General Fund				
Reconciling Items:				
Prior years taxes written off				-
Prior year releases				-
Interest				1,193
Fees				1,104
Total reconciling items				<u>2,298</u>
Total collections and credits				<u>\$ 256,716</u>



Town of Tarboro, North Carolina

Mayor and Council Communication

Subject: 2023 Tax Levy Adjustment

Date: 9/11/2023

Memo Number: 23-53

On August 8, 2023, the tax receipts and tax scroll, as shown on the attached *Schedule of 2023 Tax Levy* and as follows, were delivered to and subsequently verified by the Tax Collector:

<u>Valuation</u>	
Real	\$622,368,363
Personal	<u>220,734,843</u>
Total Valuation	\$843,103,206

<u>Taxes Billed for Collection</u>	
Ad Valorem	\$3,878,275.45
Late Listing Penalty	<u>5,672.81</u>
Total Taxes	\$3,883,948.26

In accordance with the N.C. General Statutes (G.S. 105-321), the Town Council shall issue an order, a copy of which shall be entered into its minutes, to the Tax Collector directing her to collect the taxes charged in the tax records and receipts. The order of collection shall have the force and effect of a judgment and execution against the taxpayers' real and personal property.

The Schedule of 2023 Tax Levy, attached hereto, also includes afterlists billed by Edgecombe County and taxes released by Edgecombe County.

It is recommended that Council:

1. Charge the Tax Collector with the 2023 tax receipts in the amount of \$3,878,275.45,
2. Authorize the Mayor to execute the attached Order directing the Tax Collector to collect the 2023 taxes as set forth in the tax receipts,
3. Order the Tax Collector be charged with afterlists 1 & 2 in the amount of \$858.64,
4. Approve Tax Levy release numbers 1 – 3 in the amount of \$738.65, and
5. Approve the *Schedule of 2023 Tax Levy Adjusted as of September 11, 2023* in the amount of \$3,884,068.25.

ATTACHMENTS:

Description	Upload Date	Type
2023 Tax Levy Adjustment	9/6/2023	Cover Memo
Order to Collect 2023	9/6/2023	Cover Memo
Tax Memo 2023	9/6/2023	Cover Memo

TOWN OF TARBORO, NORTH CAROLINA
SCHEDULE OF 2023 TAX LEVY
SEPTEMBER 11, 2023

VALUATIONS

	Real	Personal	Public Service Companies	Total
Initial Billing August 7, 2023	622,368,363	220,734,843	0	843,103,206
After list: 1 - 2	67,670	108,174	0	175,844
Less Releases: 1 - 3	(64,368)	(87,464)	0	(151,832)
	<u>622,371,665</u>	<u>220,755,553</u>	<u>0</u>	<u>843,127,218</u>
Balance as of September 11, 2023				

TAX CALCULATIONS

	Real, Personal, & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Total
Initial Billing August 7, 2023	3,878,275.45	5,672.81	0.00	3,883,948.26
After list: 1 - 2	808.88	49.76	0.00	858.64
Less Releases: 1 - 3	(698.42)	(40.23)	0.00	(738.65)
	<u>3,878,385.91</u>	<u>5,682.34</u>	<u>0.00</u>	<u>3,884,068.25</u>
Balance as of September 11, 2023				

ITEMIZED RELEASES

Rel. No.	Name/Description	Acct. No.	Real, Personal & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Total
1	Farm Credit Leasing Services sold in 2022	5446	402.33	40.23	0.00	442.56
2	Ethel M. Mears elderly exemption signed late	1481	100.09	0.00	0.00	100.09
3	Thomas D. Furlough elderly exemption signed late	2008	196.00	0.00	0.00	196.00
Total Releases			<u>698.42</u>	<u>40.23</u>	<u>0.00</u>	<u>738.65</u>

ITEMIZED AFTERLISTS

Afl. No.	Name/Description	Acct. No.	Real, Personal & Pub. Ser. Co.	Late Listing Penalty	Auto Tax	Total
1	Brentwood Pentecostal Church 4728-87-1589-00		311.28	0.00	0.00	311.28
2	D Ell Jones & Family PP218869		497.60	49.76	0.00	547.36
Total Afterlists			<u>808.88</u>	<u>49.76</u>	<u>0.00</u>	<u>858.64</u>

ORDER

2023 TAX LEVY

STATE OF NORTH CAROLINA

TOWN OF TARBORO

TO THE TAX COLLECTOR OF THE TOWN OF TARBORO:

You are hereby authorized, empowered and commanded to collect the taxes set forth in the tax records filed in the Office of the Collector of Revenue and in the tax receipts delivered to you, in the amounts and from the taxpayers likewise set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Tarboro, and this Order shall be full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with the law.

Witness my hand and official seal, the 11th day of September, 2023.

Mayor, Town of Tarboro

ATTEST:

Town Clerk

M E M O R A N D U M

TO: Troy Lewis, Town Manager

FROM: Leslie M. Lunsford, Tax Collector

The 2023 ad valorem taxes have been billed with the tax bills and tax scroll delivered to the Tax Collector on August 8, 2023.

The following information regarding the billing of property taxes and the tax scroll is submitted below.

RECAP OF 2023 TAX LEVY SCROLL

Pages

Pages 1 to 792

Valuation

Real	\$622,368,363
Personal	<u>220,734,843</u>
Total Valuation	\$843,103,206

Taxes Billed for Collection

Ad Valorem	\$3,878,275.45
Late Listing Penalty	<u>5,672.81</u>
Total Taxes	\$3,883,948.26



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Property Acquisition - 201 & 211 Water Street

Date: 9/11/2023

Memo Number: 23-54

Per Council's discussion in Closed Session at the August 21, 2023 Town Council Meeting, staff negotiated the purchase of 201 & 211 Water Street. The owners have agreed to sell the properties to the Town of Tarboro at a final purchase price of \$107,900. The purchase of these properties is consistent with future plans, adopted by Council, for Downtown Tarboro and Riverfront Park development.

In that it is in the Town's best interest for current and future needs to purchase the property, it is recommended that Council adopt the attached resolution authorizing the Town Manager to execute the necessary documents to complete the purchase of the properties as well the attached budget resolution appropriating funds to pay for the same.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendment - Property Acquisition 201 & 211 Water Street	9/6/2023	Cover Memo
Resolution - Acquire Property 201 & 211 Water Street	9/6/2023	Cover Memo
Agreement for Purchase and Sale - 201 & 211 Water Street	9/6/2023	Cover Memo

BUDGET RESOLUTION

TOWN COUNCIL OF THE TOWN OF TARBORO

September 11, 2023

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

<u>Account Number</u>	<u>Account Name</u>	<u>Current Budget</u>		<u>Amount of Change</u>		<u>Revised Budget</u>
REVENUES						
10-3991-0100	Fund Balance Appropriated	811,826	+	110,000	=	921,826
EXPENDITURES						
10-4120-7310	Capital Outlay - Property Acquisition	-	+	110,000	=	110,000

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



**RESOLUTION OF THE TOWN OF TARBORO AUTHORIZING THE TOWN
MANAGER TO PROCEED WITH PROPERTY ACQUISITION**

WHEREAS, the Town of Tarboro is actively engaged and committed to continued development of parks and facilities for use by its citizens; and

WHEREAS, the Town has adopted an Area-Wide Downtown Development Plan and a Riverfront Park Reuse and Restoration Plan outlining future goals to further develop the Downtown and Riverfront Park areas; and

WHEREAS, the Town seeks to purchase 201 & 211 Water Street having Parcel Identification Numbers of 4738-43-1388 & 4738-43-0382, located within the Town's corporate limits, and which have been identified as desirable properties meeting the Town's current and future needs; and

WHEREAS, the owners of the properties have entered into an Agreement for Purchase and Sale with the Town of Tarboro for the properties.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Tarboro, in a council meeting duly assembled, accepts the terms of the Agreement for Purchase and Sale and authorizes the Town Manager to complete the purchase of 201 and 211 Water Street according to the terms of the same.

Adopted this 11th day of September, 2023.

Tate Mayo, Mayor

Attest:

Leslie M. Lunsford, Town Clerk



REALTOR® North Carolina Association
of REALTORS®

AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

Town of Tarboro

a(n) _____ ("Buyer"), and
(individual or State of formation and type of entity)

Marsha Baker Coles

a(n) Individual ("Seller").
(individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address) 201 Water St, Tarboro, NC 27886 & 211 Water St, Tarboro, NC 27886

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide
_____ at Page(s) _____, Edgecombe County, consisting of _____ acres.

☐ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 4738-43-1388-00 & 4738-43-0382-00 ;
and, (ii) some or all of the Property, consisting of approximately _____ acres, is described in Deed Book
1674, Page No. 595, _____ County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on **Exhibit A**.

\$ 107,900.00 (b) **"Purchase Price"** shall mean the sum of One Hundred Seven Thousand, Nine Hundred Dollars,

payable on the following terms:

\$ _____ (i) **"Earnest Money"** shall mean _____ Dollars
or terms as follows: _____

The Earnest Money shall be deposited in escrow with _____ (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which

Page 1 of 9



This form jointly approved by:
North Carolina Bar Association's Real Property Section
REALTOR® North Carolina Association of REALTORS®, Inc.

STANDARD FORM 580-T

Revised 7/2023

© 7/2023

Buyer Initials tl Seller Initials M.B.C.

Tarboro Realty, 811 West Wilson St. Tarboro NC 27886
Carla Fleming

Phone 2528139211 Fax: 2528235334
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

201 Water St

the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☐ ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

☐ ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

☐ ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(ii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of \$ _____ Dollars

being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

(iii) Cash, balance of Purchase Price, at Closing in the amount of One Hundred Seven Thousand, Nine Hundred Dollars. \$ 107,900.00

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before October 31, 2023 or _____.

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on _____.

Buyer Initials tl Seller Initials M.B.C. Page 2 of 9

STANDARD FORM 580-T
Revised 7/2023
© 7/2023

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.(f) **"Broker(s)"** shall mean:

Tarboro Realty ("Listing Agency"),
Charles Ainsley ("Listing Agent" - License # 102585)
 Acting as: ☐ Seller's Agent; ☒ Dual Agent
 and Tarboro Realty ("Selling Agency"),
Charles Ainsley ("Selling Agent" - License # 102585)
 Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub) Agent; ☒ Dual Agent

(g) **"Seller's Notice Address"** shall be as follows:

e-mail address: honeydo3@gmail.com fax number: _____
 except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows:

e-mail address: troylewis@tarboro-nc.com fax number: _____
 except as same may be changed pursuant to Section 12.

- ☐ (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- ☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B, and/or Exhibit C, as applicable**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

N/A

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant

Buyer Initials TL Seller Initials M.B.C. Page 3 of 9

STANDARD FORM 580-T
 Revised 7/2023
 © 7/2023

compliance, and the following:

N/A

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer

Buyer Initials tl Seller Initial M.B.C. Page 4 of 9

STANDARD FORM 580-T
Revised 7/2023
© 7/2022

shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☐ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☒ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**. Unless written consent is given by Buyer, Seller will not enter in to any Lease affecting the Property nor terminate any Lease in Exhibit C during the effectiveness of this Agreement. Buyer agrees to take no action which would affect any lease in Exhibit C prior to Closing;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the

Buyer Initials TL Seller Initials M.B.C. Page 5 of 9

STANDARD FORM 580-T
Revised 7/2023
© 7/2023

Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via

Buyer Initials TL Seller Initials M.B.C. Page 6 of 9

STANDARD FORM 580-T
Revised 7/2023
© 7/2023

facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

None

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Buyer Initials tl Seller Initials M.B.C. Page 7 of 9

STANDARD FORM 580-T
Revised 7/2023
© 7/2023

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

Individual

Town of Tarboro/Troy Lewis, Town Manager

Date: _____

Date: _____

SELLER:

Individual

Marsha Baker Coles

Date: August 23, 2023

Date: _____

Buyer Initials

TL

Seller Initials

M.B.C.

Page 8 of 9

STANDARD FORM 580-T

Revised 7/2023

© 7/2023

Business Entity

Town of Tarboro
(Name of Entity)

By: 
B54C2C6FD7534D3

Name: Troy Lewis

Title: Town Manager

Date: 8/22/2023

Business Entity

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

N/A
(Name of Escrow Agent)

Date: _____

By: _____

Escrow Agent's contact/notice information is as follows:

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Economic Development - Development Agreement Moye-Corp, LLC

Date: 9/11/2023

Memo Number: 23-55

In an effort to support redevelopment efforts Downtown and continue to support the creation of jobs and increased tax base for the Town of Tarboro, it is in the Town's best interest to partner with private developers. Moye-Corp, LLC is proposing to redevelop the former Quigless Clinic into a residential development. The project location is adjacent to an area proposed for providing ADA access to Riverfront Park. As such, the construction of private parking for the residential development project creates an opportunity to also provide public spaces for access to Town trails. The attached development agreement proposes that the Town support the project through provision of Town-owned property necessary to complete the renovation of the former Quigless Clinic as well as property necessary for the construction of a parking lot to serve the development and for use by the public.

It is therefore recommended that the Town Council call for and hold a public hearing on October 9, 2023 to adopt a development agreement between the Town of Tarboro and Moye-Corp, LLC to support economic development within the Town of Tarboro.

ATTACHMENTS:

Description	Upload Date	Type
Development Agreement - Moye-Corp, LLC and The Town of Tarboro	9/6/2023	Cover Memo

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and effective as of the ____ day of _____, 2023, (the “Effective Date”), by and between the TOWN OF TARBORO, a municipal corporation organized under the laws of the State of North Carolina, P.O. Box 220, Tarboro, NC 27886 (the “Town”), and MOYE-CORP, LLC, a North Carolina limited liability company, 310 S. Evans Street, Greenville, NC 27834 (the “Developer”) (collectively the “Parties”);

WITNESSETH:

WHEREAS, the Town adopted a Downtown Area Wide Plan at its regular town council meeting on August 21, 2023, wherein the Town seeks to promote economic growth and development within its jurisdiction, specifically its Central Business District, and promote the social and economic improvement of its citizens; and

WHEREAS, the Developer is in the business of acquiring, constructing, managing, marketing, leasing and selling commercial and residential properties; and

WHEREAS, the Town owns and maintains River Front Park, a part of the original Town Common lying along the bank of the Tar River and immediately adjacent to the Central Business District, and this park is a critical infrastructure piece to the newly adopted Downtown Area Wide Plan and as such the Town desires to spur further economic growth and development in and around this park, including improved access for its citizens; and

WHEREAS, the local economy is expected to grow with the ongoing construction of the multiple new commercial, restaurant and retail businesses within the Town, the new Corning distribution center and the CSX Carolina Connector rail hub all underway in Edgecombe County, near the Town, and the Town is already receiving inquiries for more available residential, commercial and industrial building space; and

WHEREAS, the Developer has acquired certain real estate within the Central Business District known as the Quigless Center, formerly the offices of Dr. Milton Quigless, a noted historic site in downtown Tarboro overlooking River Front Park, and Developer intends to privately finance the remodel and renovation of this building and make it available for residential lease but requires additional land for parking and pedestrian access to make the project viable (the “Project”); and

WHEREAS, the Town is willing to grant fee title to the curtilage area of the Quigless building (to be surveyed, “Lot 1”) and a new parking area (to be surveyed, “Lot 2”) to Developer, but desires to retain perpetual pedestrian, utility and parking easements (to be surveyed, “Easements”) over and through said lands, and Developer is willing to grant those certain pedestrian, parking and utility easements to Town which will all be mutually beneficial; and

WHEREAS, the Town, in order to increase its tax base, further develop its Central Business District in accordance with its Downtown Area Wide Plan, to attract new residents, businesses and industries to Town which will offer employment to its citizens, and to further increase the business prospects of the Town, pursuant to N.C.G.S. 158-7.1(b)(4) and N.C.G.S. 160D-1001, et seq., and other authority, the Town has agreed to enter into this Agreement with Developer for the purpose of the Project.

NOW THEREFORE, in consideration of the foregoing, the Parties hereto hereby agree as follows:

1. Survey Required. Within ninety (90) days after the Effective Date, Developer, at its primary expense, shall cause a survey to be completed by a Registered Land Surveyor of the following:

a. Lot 1 - The 7,661 square feet/0.176 acre, more or less, of land in the Tarboro River Front Park just east of the intersection of the southeastern corner of Main Street and St. Andrew Street and lying immediately and adjoining the Quigless Center to the north, east and south for development of the Project; and

b. Lot 2 - The 6,720 square feet/0.154 acre, more or less, of land lying along the southern right of way line of St. Andrew Street for a proposed asphalt parking lot, which parking lot shall include at least four (4) parking spaces reserved for public use to be maintained by the Developer in perpetuity for public benefit; and

c. Easement - The location of the Town's existing sidewalk and planned pedestrian access and walkway from St. Andrew Street to River Front Park, which Easement may encroach upon Lot 1 or Lot 2 or both, including the design and layout of an A.D.A. compliant, graded slope and concrete path, all subject to review and approval by the Manager of the Town of Tarboro as further set forth herein below, which Easement shall be maintained by the Town in perpetuity for public benefit; and

d. The location, at least approximated, of all existing utility permits and easements, including above and below ground electrical service and transmission lines, storm water outflow, water and sewer lines and related facilities, natural gas lines, and other similar and related utilities located in the surveyed areas.

Initially, the Town agrees only to pay for the portion of the survey necessary to design, develop and/or incorporate its planned Easement from St. Andrew Street to River Front Park (part c.) and its proportionate share of the cost of design for the four (4) public parking spaces in Lot 2 (part b.).

Upon completion, the Town shall have up to fifteen (15) business days (Monday-Friday) to review and provide comment on the survey plat. If the Town objects to the survey as drawn, Developer and Town agree to share equally the costs of modifying the survey plat, or if necessary, resurveying the land to reach a mutually agreeable description of the Property. Any redrawing or re-surveying shall be completed within thirty (30) days of the Town's objection to the first plat. Any subsequent objection shall follow the same review and plan modification process.

2. Deed and Land Value. Within fourteen (14) days of the execution of this Agreement, the parties agree to record a Memorandum of Agreement referencing the

Property and Complete Construction deadline date with the Edgecombe County Register of Deeds, along with any other details otherwise required by N.C. General Statute.

Within fourteen (14) days of receipt of a satisfactory survey, the Town shall convey by General Warranty Deed, subject to the terms of this Agreement, the Property to Developer for the purpose of the Project. The value of the Property conveyed shall be determined by multiplying the surveyed acres by \$10,000.00 per acre, or Three Thousand Three Hundred and No/100 Dollars (\$3,300.00), whichever is greater ("Town's Equity"). Town and Developer agree the land is to be conveyed because ownership of the land will be a condition of Developer obtaining sufficient private financing for the Project, and is a condition of Developer's ability to physically access and renovate the building, make it attractive for future tenants, and complete the proposed Project.

Furthermore, if not already reserved by deed conveyances, then within twenty-eight (28) days of receipt of a satisfactory survey, the Town and Developer shall deliver and convey those cross-easements and agreements necessary to convey their respective interests in all new pedestrian walkways, motor vehicle parking lots and utility easements, and confirm existing utility permits and easements as shown on the Survey and as agreed upon for the successful completion of the Project and the Town's Downtown Area Wide Plan.

3. Construction Plans. Developer shall present architectural plans or renderings to the Town at its first regularly scheduled Town Council meeting following the availability of plans from the architect and/or engineer. Town Council and Town staff may offer suggestions and comments to improve the plans, which Developer may take into consideration. At minimum, the "Project" shall more specifically consist of the renovation of the Quigless Center into four one-bedroom and one two-bedroom flats or apartments for residential use, and incorporate the existing museum honoring Dr. Milton Quigless with a proposal for making the museum display accessible to the citizens of Tarboro.

4. Groundbreaking. Within six (6) months of the deed recordation, Developer shall begin construction of the Project on the Property. "Construction" may include initial site work on the Property.

Town and Developer agree to work together on and share updates on construction timelines for the parking lot and pedestrian walkways and Easement around or through the Project area, which the Town will make its best effort to complete simultaneously with Developer's Project timeline.

Furthermore, Town and Developer agree to work together on and to conduct promotional activities such as a groundbreaking ceremony and other marketing tools or techniques to maximize Project exposure before, during and after construction.

5. Complete Construction. Within five (5) years of deed recordation, Developer shall cause construction of the Project to be complete.

6. Economic Development Incentives. Developer and Town agree to cooperate in applying for and obtaining any available incentives or grants from Edgecombe County and/or the State of North Carolina and/or the United States government or its agencies to further fund the total project.

7. Ad valorem Real Property Taxes. Developer agrees to assume responsibility for all town and county annual ad valorem taxes assessed against the Property, when due

and payable, for all property Developer owns or obtains fee simple title, and if acquired then pro-rated from the date of the Deed Transfer to Developer for that tax year.

8. Remedies. Upon any breach by Developer under this Agreement, Town may at any time, without waiving or limiting any other right or remedy available to Town, take any or all of the following actions:

(a) perform in Developer's stead any obligation that Developer has failed to perform, and Developer shall reimburse Town promptly for any cost incurred by Town with interest from the date of such expenditure until paid in full at the Default Rate;

(b) if no construction of the Project has begun, then after first providing 30 days written notice and opportunity to cure, terminate Developer's rights and interests under this Agreement by providing written notice of termination to Developer and petition a court of competent jurisdiction for the return of the Property to the Town;

(c) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement);

(d) pursue any other legal or equitable remedy including, without limitation, specific performance or declaratory or injunctive relief.

Upon any default by Town under this Agreement, Developer may at any time, pursue any legal or equitable remedy, including without limitation specific performance or declaratory or injunctive relief, but subject only to the Town's right to governmental immunity.

9. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, unavailability of materials, failure of power, restrictive change in governmental laws or regulations, riots, insurrections, war, hurricanes, floods or any other cause or contingency beyond the control of the party delayed in performing work or doing acts required under the terms of this Agreement (each an event of "**Force Majeure**"), then performance of such act shall be extended for a period equivalent to the period of such delay.

10. Mutual Indemnification and Hold Harmless. Developer agrees to indemnify Town and its officers, staff, employees, independent contractors and agents and hold them harmless from and against all claims, liabilities, damages, losses, costs and expenses, together with all costs and expenses incurred by them in defending any suit or action which may be brought against any of them, including reasonable attorney's fees and expenses, incurred or suffered by any of them and arising, in whole or in part, out of any actual or alleged act or omission of Developer in connection with the Project and/or its use of the Property as set forth in this Agreement and any breach of any agreement or covenant of Developer, or any inaccurate or erroneous warranty or representation of Developer contained herein. In addition, Developer agrees to assume all legal fees and expenses incurred in the defense against such claims and in enforcing this Agreement and to reimburse Town for such fees and expenses incurred by Town.

In the alternative, without waiving any defense of governmental immunity, Town agrees to indemnify Developer and its officers, staff, employees, independent contractors and agents and hold them harmless from and against all claims, liabilities, damages, losses, costs and expenses, together with all costs and expenses incurred by them in defending any suit or action which may be brought against any of them, including reasonable attorney's fees and expenses, incurred or suffered by any of them and arising, in whole or in part, out

of any actual or alleged act or omission of Town in connection with the Project and/or its use of the Property as set forth in this Agreement and any breach of any agreement or covenant of Town, or any inaccurate or erroneous warranty or representation of Town contained herein to the extent permitted by law. In addition, Town agrees to assume all legal fees and expenses incurred in the defense against such claims and in enforcing this Agreement and to reimburse Developer for such fees and expenses incurred by Developer.

11. No Joint Venture. It is expressly understood and agreed that Town is not a partner, joint venturer, or associate of Developer in the conduct of either party's business and that the relationship between the parties hereby is and shall remain at all times that of Town, a municipal corporation and local government entity, and Developer, a privately owned limited liability company. No provision of this Agreement shall be construed to impose upon the parties hereto any obligation or restriction not expressly set forth herein.

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

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

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

15. No Strict Construction. Neither Party will assert that it did not draft the words used in the Agreement so that any ambiguities are resolved against the Party that drafted the Agreement so that the rule of strict construction will not be applied against either Party to this Agreement.

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

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

Town of Tarboro

Mr. Troy Lewis, Town Manager
P.O. Box 220
Tarboro, NC 27886
(252) 641-4250

Moye-Corp, LLC

Mrs. Staci Streeter-Moye, or
Mr. Morris J. Moye, Jr., Managers
PO Box 1704
Greenville, NC 27835
(252) 215-1232

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

19. Signature. Upon adoption and/or ratification by the Tarboro Town Council, it is agreed and understood that **Troy Lewis**, Town Manager of the Town of Tarboro is authorized to execute this Agreement and all future documents necessary for the Project on behalf of the Town; and, **Staci Streeter-Moye** or **Morris J. Moye, Jr.**, Managers, are authorized to execute this Agreement and all future documents on behalf of Moye-Corp, LLC, the Developer.

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

21. Entire Agreement. This Agreement, together with its Exhibits, if any, constitutes the entire agreement between the Town and Developer relating to the subject matter hereof. The Parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth herein or in an Exhibit hereto.

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

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals under seal on the date set forth herein below, the last date in time to be the Effective Date hereof.

TOWN:

TOWN OF TARBORO

By: Troy Lewis, Town Manager

Date

DEVELOPER:

MOYE-CORP, LLC

By: Staci Streeter-Moye, Manager
OR
Morris J. Moye, Jr., Manager

Date



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: DEHC Housing Rehabilitation Contract for Services

Date: 9/11/2023

Memo Number: 23-56

The Town of Tarboro solicited responses for program management services to assist the Town in the management and execution of a HOME Investment Partnership Program with funding from the Down East HOME Consortium (DEHC) under the Home Investment Partnership Reconciliation Agreement to provide within its jurisdiction housing improvements and repairs. The Town of Tarboro has a funding allocation of \$125,991 which should include improvements and repairs allowed under the program rules. Administration of the grant shall be included within the grant budget.

It is recommended that Council award the bid recommended and authorize staff to execute any related contracts.

ATTACHMENTS:

Description	Upload Date	Type
Request for Qualification	8/10/2023	Cover Memo

Town of Tarboro

Request for Qualifications (RFQ)

Program Management Services

Down East HOME Consortium Housing Rehabilitation Program



Event	Date
Release RFQ	July 19, 2023
RFQ Questions Deadline	August 10, 2023
Qualifications Submittal Due	August 17, 2023
Anticipated Award Date	August 21, 2023

Submittal Address:

Attn: Catherine Grimm, Planning Director
PO Drawer 220, 500 North Main Street
Tarboro, NC 27886

Request for Qualifications - Program Management Services

Town of Tarboro Down East HOME Consortium Housing Rehabilitation Program

Overview:

Tarboro is soliciting Requests for Qualifications (RFQ) for program management services to assist the Town in the management and execution of a HOME Investment Partnership Program with funding from the Down East HOME Consortium (DEHC) under the Home Investment Partnership Reconciliation Agreement to provide within its jurisdiction housing improvements and repair. The Town of Tarboro has a funding allocation of \$125,991 which should include improvements and repair allowed under the program rules.

Scope of Services:

Program Management Services shall include, but are not limited to, standard tasks necessary for the implementation of the project in conformance with the following compliance areas:

1. Reviewing and ranking client applications.
2. Lead Inspection/Risk Assessment Report.
3. Generation of work write-ups and technical specifications, if applicable.
4. Environment Review Compliance.
5. Funding Conditions.
6. Release of Funds.
7. Fair Housing Compliance.
8. Equal Employment and Procurement Compliance.
9. Section 3 Compliance.
10. Section 504 Compliance.
11. Completion of Anti-Displacement and Relocation Assistance Plan.
12. Complaints and Grievance Procedures for Compliance Plans.
13. Labor Standards Compliance.
14. Completion of all required reports and documentation.
15. Assistance with Financial Reimbursements Forms, if applicable.
16. Setting up and managing official records.
17. All aspects of Service Delivery and Program Management for all housing activities.
18. Attendance at monthly coordination meetings.
19. Coordination and management of architectural services and legal services.

The Services will not include the disbursement or account of funds distributed by the Town's financial officer, legal advice, fiscal audits, or assistance with activities not related to the HOME Investment Partnership Program.

Response Format:

Submissions provided to the Town shall include at a minimum:

1. Individual or Firm Information:

- the firm's legal name, address, and contact information.
- principal(s) of the firm.

2. Grant Program Management Experience:

- description of firm's prior experience, including similar projects, size of community, location, total construction cost, and name of local official knowledgeable regarding the firm's performance.
- description of experience and technical competence of individual staff members who are assigned to this project)
- three (3) recent project references.

3. Consultant / Firm Capability:

- description of firm's current work activities.
- capability of carrying out all aspects of HOME related activities.
- firm's anticipated availability during the term of the project.

5. Schedule

- Indicate a proposed schedule with milestones.

6. Documentation of compliance with state and federal debarment/ eligibility requirements.

7. Insurance:

- Sufficient commercial general liability insurance (\$1,000,000) and sufficient workers compensation and employee liability insurance.

Please submit five (5) hard copies of the Statement of Qualifications and one electronic (PDF) copy.

Responses to must be clearly labeled, "Housing Rehabilitation Program"

Review and Selection Procedure:

Submittals deemed responsive to the requirements of this RFQ will be evaluated by a committee and scored in accordance with the Town of Tarboro's internal evaluation criteria. Statement of qualifications will be evaluated on a competitive basis using the following criteria:

1. Qualifications of Firm or Individual Consultant	15 points
2. Reputation of Firm or Individual Consultant	15 points
3. Qualifications of Actively Involved Staff	20 points
4. Ability to Address Local Needs	15 points
5. Schedule	20 points
6. Availability	15 points

The selection committee will score the received Statement of Qualifications and may conduct interviews. Tarboro reserves the right to negotiate a scope of services and price proposal with the best qualified firm(s). If a scope and fee cannot be reached, the Town may negotiate with the next most qualified firm. The advertising of this RFQ does not assure award. The Town reserves the right to modify responses, in whole or in part, and otherwise reserves the right to waive irregularities or cancel the RFQ.

The Town reserves the right to reject any and all submittals either in whole or in part. The Town also reserves the right to (1) amend, modify, or withdraw this solicitation; (2) revise any requirement of this

solicitation; (3) require supplemental statements or information from any responsible party; (4) extend the deadline for submission of responses hereto; (5) negotiate or hold discussions with any firm and to correct deficient responses which do not conform to the instructions herein; (6) cancel, or reissue in whole or in part, this solicitation, if the Town determines in its sole discretion that it is in its best interest to do so; and, (7) extend the term of any agreement on terms consistent with this procurement.

Questions:

Questions regarding this RFQ should be directed Catherine Grimm, Planning Director at catherinegrimm@tarboro-nc.com or 252-641-4249 by 5:00 p.m. August 10, 2023. Questions of general interest will be shared with all known respondents. Therefore, potential respondents should make their intention to submit known to Tarboro in order to receive any future addenda or clarifications, and knowledge thereof is entirely the respondents' burden.

Completed packets shall be received by 12:00 p.m. (noon), August 17, 2023 by:

Catherine Grimm, Planning Director
Town of Tarboro
PO Drawer 220 – 500 North Main Street
Tarboro, NC 27886

Details for Submitting Qualifications

Please indicate "YOUR COMPANY NAME" and "Housing Rehabilitation Program" on the front of each sealed envelope. Sealed qualifications, subject to the terms and conditions made a part hereof, will be received for furnishing the services described herein.

The Town of Tarboro is an Equal Opportunity Employer and invites the submission of qualifications from minority and women-owned firms and other historically underutilized businesses. Tarboro invites the submission of proposals from a certified Section 3 business concerns. (Section 3 applies if the contract is over \$100,000 for non-construction contracts.)

This information is available in Spanish or any other language upon request. Please contact the individual listed above to accommodate this request. Esta información está disponible en español o en cualquier otro idioma a petición. Póngase en contacto con el individuo enumerado a continuación para dar cabida a esta solicitud.





Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Special Event - American Heart Association Twin Counties Heart Walk

Date: 9/11/2023

Memo Number: 23-57

A representative from the American Heart Association will be present to request the Town's co-sponsorship of the Twin Counties Heart Walk to be held on September 30, 2023 on Courthouse Square. For the event, the American Heart Association would like to close a section of Main Street in front of Courthouse Square from 8:00 AM until 12:00 PM. The Town's contributions for this event will be limited to in-kind contributions of trash cans, barricades/cones, port-a-johns, and an ordinance requesting street closure to NCDOT.

It is recommended that Council adopt the attached ordinance requesting approval to close Main Street from Pitt Street to St. James Street and agree to co-sponsor the Twin Counties Heart Walk on September 30, 2023.

ATTACHMENTS:

Description	Upload Date	Type
NCDOT Road Closure Ordinance - Twin County Heart Walk	9/6/2023	Cover Memo

ORDINANCE NO. -----

**AN ORDINANCE DECLARING A ROAD CLOSURE FOR A
TWIN COUNTIES HEART WALK**

THE TOWN COUNCIL OF THE TOWN OF TARBORO ORDAINS:

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

WHEREAS, the Town Council of the Town of Tarboro acknowledges its citizens realize a financial benefit from holding a special Twin Counties Heart Walk; and

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

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

Date: Saturday, September 30, 2023

Time: 8:00 A.M. - 12:00 P.M.

Closure Description: N. Main Street (NC 33) between Pitt Street and St. James Street

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

Adopted this 11th day of September, 2023.

Tate Mayo, Mayor

Attest:

Leslie M. Lunsford, Town Clerk



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: NCDOT - Tarboro "Hometown Homecoming" Parade Ordinance

Date: 9/11/2023

Memo Number: 23-58

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 2023 "Hometown Homecoming" parade.

ATTACHMENTS:

Description	Upload Date	Type
2023 Hometown Homecoming Parade	9/6/2023	Cover Memo

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 “Hometown 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 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 21, 2023

Time: 7:00 AM – 4:00 PM

Route Description: 500 Block of N. Main Street (NC 33) starting at Church Street to the 700 Block of N. Main Street at Park Avenue & Wilson Street (NC 111) between Baker Street and St. Andrew Street

Time: 9:00 AM – 11:00 AM

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

Time: 3:00 PM – 12:00 AM

Route Description: 300 Block of N. Main Street (NC 33) between Pitt Street and St. James Street

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

Adopted this 11th day of September, 2023.

Tate Mayo, Mayor

Attest:

Leslie M. Lunsford, Town Clerk



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Appointment for October - Redevelopment Commission

Date: 9/11/2023

Memo Number: 23-59

The (5) five-year term for Morris Armstrong will expire in October 2023.

It is recommended that Council appoint an individual to fill the expired term for the Redevelopment Commission at the October Council meeting.



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

Subject: Appointment for October - Edgecombe County Tourism Development Authority

Date: 9/11/2023

Memo Number: 23-60

The (3) three-year term for Rosena Ricks will expire in October 2023.

It is recommended that Council appoint an individual to fill the expired term for the Edgecombe County Tourism Development Authority at the October Council meeting.



Town of Tarboro, North Carolina Mayor and Council Communication

Subject: Appointment for October - Downtown Grant Review Committee

Date: 9/11/2023

Memo Number: 23-61

The 2-year term for the following individuals will expire in October 2023:

Sylvia Nash
William Broadwater
Maggie Greg

It is recommended that Council appoint individuals to fill the expired terms for the Downtown Grant Review Committee at the October Council meeting.