



Walter M. Gardner, Jr. – Mayor  
Robert Davie - Town Administrator

P.O. Box 281  
Warrenton, NC 27589-0281  
(252) 257-1122 Fax (252)2579219  
www.warrenton.nc.gov

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**BOARD OF COMMISSIONERS  
RE-SCHEDULED REGULAR MEETING 7:00 PM  
April 20, 2020  
AGENDA**

Regular Meeting

1. Regular Meeting Call to Order, Pledge of Allegiance and Moment of Silence
2. Conflict of Interest Statement, Proposed Agenda
3. Public Comments
4. Minutes of Board Meeting from April 13, 2020
5. Consent Agenda
  - a. Year-to-Date Revenue and Expenditure Reports (Budget vs. Actual)
  - b. Monthly Checks Report
  - c. Public Works Monthly Report
  - d. WWTP Monthly Report
  - e. Police Activity Reports
6. Committee Reports
  - a. Finance and Administration (Ms. Hunter)
    - i. Proposed budget work session May 18, 2020
  - b. Public Works (Ms. Harding)
  - c. Public Safety (Mr. Hardy)
  - d. Human Resources/Information Technology (Mr. Blalock)
  - e. Revitalization/Historic District Commission (Mr. Coffman)
  - f. Beautification/Facilities (Ms. Britt)
  - g. Planning/Zoning/Annexation (Mr. Packer)
7. Old Business
  - a. Status of Grants
  - b. Frontier Warren Update
  - c. Agreement for CDBG Grant – Neighborhood Revitalization
  - d. Agreement for NC Commerce Building Reuse Grant
  - e. PARTF Parks Grant Opportunity: Environmental, Budget
8. New Business
  - a. Adopt County Parks Plan
  - b. Title VI Policy – For NC DOT Bi-Ped Grant Compliance
  - c. Appointment of Deputy Finance Officer
  - d. Consider Remote Participation Policy – BOC
  - e. Statement of Interest to Serve – Plummer Hook Ladder Museum Committee
  - f. Restriping W. Ridgeway Street – Four lane section
  - g. Special Use Applications –W. Franklin Street, Hall Street
9. Closed Session to discuss contract negotiations per NC General Statute § 143-318.11 (a)(5)
10. Announcements
11. Adjournment

Walter M. Gardner, Jr.  
Mayor

Robert F. Davie  
Town Administrator

## Town of Warrenton

*"Historically Great - Progressively Strong"*

Post Office Box 281  
113 S. Bragg Street  
Warrenton, NC 27589-0281  
PHONE (252) 257-1122 FAX (252)257-9219

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### TOWN OF WARRENTON BOARD OF COMMISSIONERS REGULAR MONTHLY MEETING APRIL 13, 2020

Those attending were: Mayor Walter Gardner      Robert Davie – Town Administrator  
Commissioner Mary Hunter      Goble Lane – Police Chief  
Commissioner Michael Coffman      William “Bill” Perkinson – Public Works  
Commissioner Travis Packer  
Commissioner John Blalock  
Commissioner Kimberly Harding (by conference call)  
Commissioner Margaret Britt (by conference call)

There were no citizens present.

#### **Call to Order/Pledge of Allegiance/Moment of Silence**

Mayor Gardner called the regular monthly meeting of the Town of Warrenton to order Monday, April 13, 2020 at 7:00pm. The Pledge of Allegiance was led by Commissioner Hunter. A Moment of Silence was held.

#### **Conflict of Interest Statement and Proposed Agenda**

The Conflict of Interest Statement was reviewed. The Proposed Agenda was presented. A motion was made by Commissioner Coffman with second by Commissioner Blalock to approve the Proposed Agenda. After a roll call vote conducted by the Town Administrator and requested by the Mayor, the motion was approved by unanimous vote.

#### **Public Comments**

Mayor Gardner asked for public comments relating to the restriping of the lanes along W. Ridgeway Street. Joshua Terry of JR Diesel Repair voiced concerns of trucks pulling in and out of his garage area. He noted that, even with four lanes at the present time, it was very difficult for trucks to enter and exit his business. Mayor Gardner thanked Mr. Terry for his comments and stated that the Town would address the issue with NC Department of Transportation. Sears Bugg voiced concerns about the same location, as owner of the property where J R Diesel Repair is located. He indicated that traffic to the adjoining county recycling station was heavy and that traffic had increased as a result of the State Employees Credit Union. Mr. Bugg suggested keeping four lanes at least through and past his property. With no further comments regarding the restriping of W. Ridgeway Street, Mayor Gardner called for comments regarding any other topic. No additional comments were voiced.

#### **Minutes of Board Meeting from March 9, 2020 and other Meetings**

The Minutes of the March 9, 2020 meeting along with Minutes from the Public Hearing on of March 9, 2020, the Emergency Meeting on March 16, 2020 and the Emergency Meeting

from April 7, 2020 were presented. The Mayor called for a motion to approve minutes from all meetings. A motion to approve all minutes was made by Commissioner Blalock with second by Commissioner Hunter. After a roll call vote conducted by the Town Administrator the motion was approved by unanimous vote.

### **Regular Meeting**

The meeting began with technical difficulties from the conference call. Repeated disconnection of the phone in the board room along with echoes in the conference call prevented the meeting from continuing. Mayor Gardner asked if there were critical items to be approved before adjourning the meeting. The Town Administrator asked for approval of the USDA and Parker Poe Rollover Note Resolutions (items 10C and 10D from Old Business on the meeting agenda) regarding grant and loan funding for Town Hall and street paving. Commissioner Hunter motioned to approve the USDA Resolution and the motion was seconded by Commissioner Coffman. The Mayor called for a roll call vote. After a roll call vote conducted by the Town Administrator the motion was approved by unanimous vote. Commissioner Blalock motioned to approve the Parker Poe Resolution and the motion was seconded by Commissioner Hunter. The Mayor called for a roll call vote. After a roll call vote conducted by the Town Administrator the motion was approved by unanimous vote.

Commissioner Blalock motioned to refer the remaining agenda items to a rescheduled Board Meeting on April 20, 2020 at 7:00 PM. Commissioner Harding seconded the motion. The Mayor called for a roll call vote. After a roll call vote conducted by the Town Administrator the motion was approved by unanimous vote.

A Public Hearing, regarding the ordinance change allowing multi-family dwellings as a conditional use in R-20 zoned areas, and a Public Hearing regarding the LGC loan application, were both rescheduled for May 11 prior to the regular board meeting.

With no further business and because of difficulties with the public conference call technology the meeting was adjourned.

## **Conflict of Interest Disclaimer**

*“Members of the Town of Warrenton Board of Commissioners are advised, hereby, of their duty under the State Government Ethics Act to avoid conflicts of interest and the appearance of such conflict; and, further, are instructed to refrain from participating in any matter coming before this Town Board of Commissioners with respect to which there is a conflict of interest or appearance of such conflict”.*

- **In accordance with the State Government Ethics Act, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict.**
- **Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before this Board tonight? If so, please identify the conflict and refrain from any undue participation in the particular matter involved.**

## **Citizen Comments**

### **Rules for Citizen Comments**

- Please sign up to speak.
- The maximum time allotted to each speaker will be five (5) minutes; The Town Administrator will keep time.
- Any group of people who support or oppose the same position should designate a spokesperson.
  - Please address only those items which might not have been addressed by a previous speaker.
  - This is not a question and answer session. If response from the Administrator, Mayor, and/or Board is desired, please leave a copy of your comment(s) with the Town Administrator.
  - After the Citizen Comments period, comments from the audience are not appropriate unless recognized by the Mayor or placed as an agenda item.
  - Order and decorum will be maintained.

**Town of Warrenton  
Board of Commissioners**

## Budget vs Actual

Town of Warrenton  
4/6/2020 11:46:14 AM

Page 1 Of 14

Period Ending 3/31/2020

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
<b>Revenues</b>							
37-302-301 Ad Valorem Taxes - Current	436,022	6,905.12	345,780.02	407,922.47	(28,099.53)	94%	
37-302-302 Ad Valorem Taxes - Prior Year	3,000	2,449.88	3,491.39	4,690.35	1,690.35	156%	
37-302-303 Ad Valorem Taxes - all other prior years	1,000	92.87	563.80	940.88	(59.12)	94%	
37-302-304 Ad Valorem Taxes - Penalties & Interest	1,300	526.39	870.41	1,062.70	(237.30)	82%	
37-307-310 Motor Vehicles - Current	28,302	3,186.13	12,365.50	22,728.93	(5,573.07)	80%	
37-320-320 Local Option Sales Tax	220,000	20,713.65	59,336.29	180,853.94	(39,146.06)	82%	
37-320-321 Annual Refund of Sales Tax the Town paid	34,000	0.00	0.00	34,741.73	741.73	102%	
37-325-325 Utility Franchise Tax Quarterly	86,000	21,408.70	21,408.70	64,574.42	(21,425.58)	75%	
37-325-326 Beer & Wine Tax Annual	3,600	0.00	0.00	0.00	(3,600.00)		
37-325-328 Refund of Gas Tax paid monthly	1,000	572.79	1,084.28	1,084.28	84.28	108%	
37-325-329 PD Narcotics Tax	142	0.00	0.00	0.00	(142.00)		
37-335-335 Powell Bill	25,965	0.00	0.00	25,582.64	(382.36)	99%	
37-345-345 Zone Board of Adj	500	625.00	850.00	1,225.00	725.00	245%	
37-345-346 Code Enforcement	2,500	450.00	1,250.00	2,690.00	190.00	108%	
37-351-350 Run Warrenton 5K	1,000	91.00	91.00	91.00	(909.00)	9%	
37-351-353 Landfill Fees Residential	150,000	12,260.19	37,371.26	111,354.34	(38,645.66)	74%	
37-351-355 Cemetery Fees	1,800	0.00	0.00	0.00	(1,800.00)		
37-351-356 Police Rpt Fees	50	0.00	15.00	50.00	0.00	100%	
37-351-357 Court Fees	300	63.00	157.50	297.00	(3.00)	99%	
37-351-360 Cell Tower Rent	29,400	0.00	4,900.00	19,600.00	(9,800.00)	67%	
37-351-361 Parking/Ordinance Collections PD	250	0.00	130.00	390.00	140.00	156%	
37-365-001 Interest Income	50	0.10	40.31	44.80	(5.20)	90%	
37-365-351 Revitalization Comm	9,500	240.00	1,660.00	4,780.00	(4,720.00)	50%	
37-365-358 Branded Merchandise for Sales	500	0.00	0.00	64.00	(436.00)	13%	

## Budget vs Actual

Town of Warrenton  
4/6/2020 11:46:14 AM

Page 2 Of 14

Period Ending 3/31/2020

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-365-359 Mower Service	500	0.00	0.00	0.00	(500.00)		
37-365-366 Surplus Property	4,000	0.00	0.00	1,550.00	(2,450.00)	39%	
37-365-370 WWTP 25% of GF Exp	41,694	0.00	6,375.14	27,522.21	(14,171.79)	66%	
37-365-371 WS 25% of GF Exp	80,855	0.00	13,999.95	49,100.07	(31,754.93)	61%	
37-365-372 WS Reimburse Streets for mowing	16,000	0.00	0.00	0.00	(16,000.00)		
37-365-401 Mis/Revenue/License Tags	350	0.00	0.00	0.00	(350.00)		
37-365-410 Interest Investment NCCMT	11,950	0.00	1,229.57	5,990.68	(5,959.32)	50%	
37-365-501 Misc Revenue POLICE	500	0.00	0.00	0.00	(500.00)		
<b>Revenues Totals:</b>	<b>1,192,030</b>	<b>69,584.82</b>	<b>512,970.12</b>	<b>968,931.44</b>	<b>(223,098.56)</b>	<b>81%</b>	
<b>Expenses</b>							
37-401-010 Salary - Full Time	122,500	9,796.40	29,389.20	91,190.80	31,309.20	74%	
37-401-012 Salary - Adm Assistant	30,910	3,460.80	9,155.58	23,216.83	7,693.17	75%	
37-401-014 Salary - Part Time	6,000	739.34	1,862.72	5,292.95	707.05	88%	
37-401-020 ER-FICA Taxes	9,377	739.88	2,219.64	6,638.96	2,737.93	71%	
37-401-021 ER-FICA Taxes - Adm Assistant	2,389	321.29	842.87	2,059.31	329.35	86%	
37-401-030 ER-Retirement - Orbit	24,030	1,547.84	4,643.52	14,550.21	9,479.79	61%	
37-401-040 ER-Health Insurance	22,428	1,747.23	5,746.61	14,208.83	8,219.17	63%	
37-401-050 ER-Life Insurance	504	42.00	126.00	322.00	182.00	64%	
37-401-060 ER-Workman's Comp	383	0.00	51.29	367.47	15.53	96%	
37-401-200 Travel Expense	1,200	60.25	116.54	616.54	583.46	51%	
37-401-203 Supplies	4,000	89.18	960.39	3,667.69	332.31	92%	
37-401-250 Light, Heat & Security	8,790	288.53	2,084.87	4,348.92	4,441.08	49%	
37-401-251 Telephone & Postage	3,000	169.91	712.77	2,246.94	753.06	75%	
37-401-255 Bldg. Maint/ Clean SVS	5,060	2,030.23	2,136.89	2,771.46	2,288.54	55%	
37-401-256 Bank Fees/ Petty Cash	2,000	0.00	200.00	1,000.00	1,000.00	50%	
37-401-295 Training	1,400	52.00	52.00	52.00	1,348.00	4%	
37-401-301 Computer Maint	2,620	236.37	829.46	2,312.12	307.88	88%	
37-401-302 Software Support	4,433	14.99	14.99	1,548.84	2,884.16	35%	

## Budget vs Actual

Town of Warrenton  
4/6/2020 11:46:14 AM

Page 3 Of 14

Period Ending 3/31/2020

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-401-303 Software Purchase less than \$5,000	20	0.00	0.00	0.00	20.00		
37-401-304 Website	5,624	0.00	0.00	5,597.16	26.84	100%	
37-401-305 Technology Upgrades	1,250	0.00	1,216.40	1,216.40	33.60	97%	
37-401-306 Awning 25% Fund	500	0.00	0.00	0.00	500.00		
37-401-307 Special Events	500	0.00	0.00	300.00	200.00	60%	
37-401-309 Advertising	1,300	0.00	0.00	879.79	420.21	68%	
37-401-310 Dues & Subscriptions	3,200	0.00	546.10	2,606.10	593.90	81%	
37-401-325 NC Sales/Use Tax Paid (No Tax)	2,500	0.00	368.56	812.34	1,687.66	32%	
37-401-400 Liability Insurance	5,521	1,320.33	2,912.26	4,450.81	1,070.19	81%	
37-401-401 County Tax Collection Svs	8,000	313.80	5,899.02	7,529.62	470.38	94%	
37-401-405 Audit Expense	7,584	0.00	4,545.84	7,446.88	137.12	98%	
37-401-410 Election Cost	4,942	0.00	0.00	3,169.95	1,772.05	64%	
37-401-420 Attorney Fees	3,500	0.00	2,150.00	2,036.00	1,464.00	58%	
37-401-422 Town Hall Rent	650	0.00	(1,950.00)	1,137.50	(487.50)	175%	
37-401-497 Sales & Uses Tax Expense	22,000	0.00	7,287.39	25,829.51	(3,829.51)	117%	
37-401-499 Miscellaneous Expense	9,591	(4,500.00)	597.50	3,800.76	5,790.24	40%	
37-401-700 WDRI Grant Expense	396	395.43	395.43	395.43	0.57	100%	
37-401-801 Town Hall Roof Loan-Principal	5,148	857.90	1,499.69	4,290.48	857.85	83%	
37-401-831 Town Hall Roof Loan - Interest Admin	520	86.60	389.32	432.09	87.58	83%	
37-401-889 Reserve for USDA Loans	3,144	0.00	0.00	0.00	3,144.00		
37-401-998 Contingency	670	0.00	0.00	0.00	670.25		
General Government Totals:	337,584	19,810.30	87,002.85	248,342.69	89,241.11	74%	
37-402-014 Mayor Part Time Salary	1,500	125.00	375.00	1,125.00	375.00	75%	
37-402-020 ER - FICA TAXES	1,253	19.12	57.36	162.52	1,090.93	13%	
37-402-200 Travel Expense	500	0.00	150.00	250.00	250.00	50%	
37-402-402 Commission offsite meetings	50	0.00	0.00	25.00	25.00	50%	
Governing Body Totals:	3,303	144.12	582.36	1,562.52	1,740.93	47%	

## Budget vs Actual

Town of Warrenton  
4/6/2020 11:46:14 AM

Page 4 Of 14

Period Ending 3/31/2020

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-405-407 Branded Clothing Sales	500	0.00	0.00	0.00	500.00		
37-405-430 Historic District Comm	222	0.00	0.00	0.00	221.75		
37-405-440 Runn Warrenton 5K	2,500	0.00	0.00	0.00	2,500.00		
37-405-450 Revitalization Comm	9,500	100.00	968.70	3,068.20	6,431.80	32%	
37-405-470 Small Town Maint St	2,200	0.00	785.00	1,258.66	941.34	57%	
Non-Departmental Totals:	14,922	100.00	1,753.70	4,326.86	10,594.89	29%	
37-501-010 SALARY FULL TIME	181,037	12,527.97	39,666.08	124,570.66	56,466.34	69%	
37-501-014 Salary - Part Time	28,000	3,423.69	8,870.55	26,576.72	1,423.28	95%	
37-501-016 Police Clerical Salary	33,446	2,572.80	7,718.40	24,991.60	8,454.40	75%	
37-501-019 Salary - Over-Time	5,000	446.25	1,220.63	4,022.83	977.17	80%	
37-501-020 ER-FICA Taxes	18,336	1,442.03	4,369.25	13,689.92	4,646.08	75%	
37-501-030 ER - Retirement Orbit	30,885	2,553.74	7,986.27	25,189.26	5,695.24	82%	
37-501-031 ER - 401K 5%	10,297	857.80	2,671.59	8,308.16	1,988.84	81%	
37-501-040 ER - Health Insurance	32,115	2,190.78	10,391.87	23,971.20	8,143.80	75%	
37-501-050 ER - Life Insurance	1,010	70.00	210.00	700.00	310.00	69%	
37-501-060 ER - Workman's Comp	6,420	0.00	873.43	6,256.92	163.08	97%	
37-501-200 Travel Expense	1,000	0.00	630.00	654.18	345.82	65%	
37-501-203 Supplies	3,669	145.73	400.97	3,391.95	276.71	92%	
37-501-204 Uniforms	2,000	0.00	0.00	1,081.93	918.07	54%	
37-501-205 Equipment & Material	6,845	13.15	2,161.88	5,466.40	1,378.60	80%	
37-501-250 Light, Heat & Security	6,658	253.96	1,602.28	4,577.94	2,080.06	69%	
37-501-251 Telephone & Postage	6,837	701.47	2,811.55	5,364.85	1,472.15	78%	
37-501-252 Fuel	16,000	1,207.32	5,496.49	11,877.61	4,122.39	74%	
37-501-255 Bldg Maint/Clean Svs	2,641	2,020.22	2,093.55	2,236.88	404.46	85%	
37-501-295 Training	2,000	42.07	42.07	1,048.43	951.57	52%	
37-501-301 Computer Maint	4,900	123.99	1,083.99	3,128.86	1,771.14	64%	
37-501-302 Software Support	6,150	320.00	470.00	5,986.91	163.09	97%	
37-501-309 Advertising	492	0.00	75.00	75.00	417.00	15%	
37-501-351 Maint & Repair Equip	3,433	30.86	2,021.76	3,231.01	201.99	94%	



## Budget vs Actual

Town of Warrenton  
4/6/2020 11:46:14 AM

Page 5 Of 14

Period Ending 3/31/2020

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-501-370 2008 Ford Car 100	1,000	0.00	0.00	767.33	232.67	77%	
37-501-371 2017 Dodge Car 200	1,500	26.94	26.94	1,320.01	179.99	88%	
37-501-372 2016 Dodge Car 300	1,000	185.16	185.16	489.85	510.15	49%	
37-501-373 2017 Dodge Car 400	1,000	144.79	144.79	238.21	761.79	24%	
37-501-374 2010 Ford Car 500	1,832	122.05	203.63	1,675.83	156.17	91%	
37-501-375 2008 Ford Car 600	1,000	0.00	105.87	627.86	372.14	63%	
37-501-376 1993 Chevy Car 700	975	284.25	284.25	736.11	238.89	75%	
37-501-400 Liability Insurance	12,000	2,661.18	5,985.16	9,024.84	2,975.16	75%	
37-501-415 Police Shots Medical	500	0.00	0.00	168.00	332.00	34%	
37-501-422 Town Hall Rent	1,138	0.00	0.00	1,137.50	0.00	100%	
37-501-433 COP Program	500	0.00	0.00	115.15	384.85	23%	
37-501-436 PD Narcotics Tax/Proceeds	142	0.00	0.00	50.00	92.00	35%	
37-501-499 Miscellaneous	4,610	185.18	806.12	3,150.45	1,459.55	68%	
37-501-801 Town Hall Roof Loan Principal	5,147	857.92	1,499.72	4,290.51	856.82	83%	
37-501-802 Police 2017 Cars Loan Principal (USDA)	3,945	0.00	0.00	3,945.44	0.00	100%	
37-501-803 Police Security Camera Loan Principal (USDA)	1,185	0.00	0.00	1,185.49	0.00	100%	
37-501-831 Town Hall Roof Loan - Interest PD	520	86.62	389.35	432.12	87.55	83%	
37-501-832 Police 2017 Cars Loan Interest (USDA)	835	0.00	834.56	834.56	0.00	100%	
37-501-833 Police Security Camera Loan Interest (USDA)	148	0.00	0.00	147.51	0.00	100%	
Police Department Totals:	448,147	35,497.92	113,333.16	336,735.99	111,411.01	75%	
37-601-014 Salary - Part Time Code Enforcement	3,000	198.90	672.60	3,019.20	(19.20)	101%	
37-601-020 ER-FICA Taxes	200	15.21	44.47	180.96	19.04	90%	
37-601-252 Fuel/Truck Expense/Insurance	435	0.00	434.00	434.00	1.00	100%	
37-601-352 Vehicle Maintenance	200	0.00	0.00	200.00	0.00	100%	
37-601-437 Contract Srvs Fire Protection	70,000	5,833.33	17,499.99	52,499.97	17,500.03	75%	

## Budget vs Actual

Town of Warrenton  
4/6/2020 11:46:14 AM

Page 6 Of 14

Period Ending 3/31/2020

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-601-475 Donation to Town Fire	1,504	0.00	1,413.75	1,503.75	0.25	100%	
37-601-476 Code Enforcement Exp	150	0.00	0.00	0.00	150.00		
Fire Totals:	75,489	6,047.44	20,064.81	57,837.88	17,651.12	77%	
37-651-330 Christmas Lights/Santa House	600	0.00	300.00	600.00	0.00	100%	
37-651-331 Haley Haywood Park	689	0.00	0.00	77.97	611.03	11%	
37-651-332 Signs below \$5,000	3,240	0.00	112.50	3,148.81	91.19	97%	
37-651-333 Street Beautification - Below \$5,000	2,721	0.00	55.95	1,121.39	1,599.61	41%	
37-651-335 Street Lighting Electric Bill	23,000	1,847.84	7,259.09	16,097.58	6,902.42	70%	
Signs and Lights Totals:	30,250	1,847.84	7,727.54	21,045.75	9,204.25	70%	
37-701-010 Salary - Full Time	51,389	3,829.96	11,555.35	37,198.55	14,190.45	72%	
37-701-014 Salary - Part Time	15,679	1,095.10	3,308.91	10,286.76	5,392.24	66%	
37-701-019 Over-Time	1,714	53.56	160.68	268.22	1,445.78	16%	
37-701-020 ER-FICA Taxes	5,262	379.66	1,145.84	3,641.90	1,620.10	69%	
37-701-030 ER - Retirement - Orbit	10,868	786.62	2,373.93	7,447.20	3,420.80	69%	
37-701-040 ER-Health Insurance	10,473	901.15	3,170.27	9,697.17	775.83	93%	
37-701-050 ER-Life Insurance	269	21.98	65.94	219.80	49.20	82%	
37-701-060 ER-Workman's Comp	4,801	0.00	670.13	4,800.63	0.37	100%	
37-701-203 Supplies	3,619	74.87	586.03	3,127.23	491.77	86%	
37-701-204 Uniforms	3,450	318.90	789.57	2,541.96	908.04	74%	
37-701-251 Telephone & Postage	540	157.25	299.41	361.39	178.61	67%	
37-701-252 Fuel	8,297	409.83	2,774.89	5,879.90	2,417.10	71%	
37-701-312 Tree Removal	1,200	0.00	0.00	1,200.00	0.00	100%	
37-701-351 Maint & Repair Equip	9,914	0.00	1,968.32	9,913.80	0.20	100%	
37-701-352 Vehicle Maintenance	2,528	43.42	1,205.55	1,864.98	663.02	74%	
37-701-400 Liability Insurance	7,112	1,647.21	3,441.62	5,219.57	1,892.43	73%	
37-701-431 Street Debris Disposal	5,500	0.00	0.00	1,000.00	4,500.00	18%	
37-701-803 LGFCU Street Truck & Trailer Loan Principal	13,000	0.00	0.00	12,999.98	0.02	100%	

## Budget vs Actual

Town of Warrenton  
4/6/2020 11:46:14 AM

Page 7 Of 14

Period Ending 3/31/2020

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-701-832 LGFCU Street Truck & Trailer Loan Interest	594	0.00	0.00	593.24	0.76	100%	
Streets Totals:	156,209	9,719.51	33,516.44	118,262.28	37,946.72	76%	
37-710-361 Maint & Repair POWELL BILL	20,004	0.00	0.00	5,627.00	14,377.00	28%	
37-710-405 Audit Expense POWELL BILL	100	0.00	0.00	0.00	100.00		
37-710-810 BB&T Battle Ave Sewer Loan POWELL - Prin	5,215	5,214.28	5,214.28	5,214.28	0.72	100%	
37-710-830 BB&T Battle Ave Sewer Loan POWELL - Int	646	646.00	646.00	646.00	0.00	100%	
Powell Bill Totals:	25,965	5,860.28	5,860.28	11,487.28	14,477.72	44%	
37-801-010 Salary - Full Time Sanitation	46,758	3,478.40	10,422.40	32,984.10	13,773.90	71%	
37-801-019 Salary - Over Time Sanitation	608	0.00	0.00	607.75	0.25	100%	
37-801-020 ER - FICA Sanitation	3,676	260.16	771.60	2,479.89	1,196.11	67%	
37-801-030 ER - Retirement - Orbit Sanitation	7,593	549.60	1,646.76	5,267.27	2,325.73	69%	
37-801-040 ER - Health Insurance	10,018	761.89	3,776.75	8,360.33	1,657.67	83%	
37-801-050 ER - Life Insurance	227	18.90	56.70	189.00	38.00	83%	
37-801-060 Workman's Compensation	3,388	0.00	472.90	3,387.74	0.26	100%	
37-801-203 Supplies	559	19.64	46.81	522.30	36.70	93%	
37-801-204 Uniforms	2,690	177.54	436.50	1,367.60	1,322.40	51%	
37-801-251 Telephone & Postage	350	107.37	189.57	251.55	98.45	72%	
37-801-252 Fuel	2,787	200.54	822.03	1,799.26	987.74	65%	
37-801-350 Landfill Fees	17,596	1,236.82	4,178.12	11,519.31	6,076.69	65%	
37-801-352 Vehicle Maintenance	5,858	279.68	2,855.06	5,857.01	0.99	100%	
37-801-400 Liability Insurance	2,553	710.91	1,569.02	2,379.43	173.57	93%	
Sanitation Totals:	104,661	7,801.45	27,244.22	76,972.54	27,688.46	74%	
Expenses Totals:	1,196,530	86,828.86	297,085.36	876,573.79	319,956.21	73%	
37 GENERAL FUND Revenues Over/(Under) Expenses:		(15,783.48)	220,821.06	104,453.70			

## Budget vs Actual

Town of Warrenton  
4/6/2020 11:46:14 AM

Page 8 Of 14

Period Ending 3/31/2020

### 38 WATER / SEWER

Description	Budget	MTD	QTD	YTD	Variance	Percent
<b>Revenues</b>						
38-351-401 Water Sales	575,306	41,497.76	121,540.01	402,749.79	(172,556.21)	70%
38-351-402 Debt Setoff WATER	35	301.91	301.91	301.91	266.91	863%
38-351-404 Sewer Services	641,634	45,689.28	131,376.78	390,128.85	(251,505.15)	61%
38-351-407 Debt Setoff SEWER	53	500.72	500.72	500.72	447.72	945%
38-351-408 Town Taps	2,350	0.00	10,724.09	15,584.60	13,234.60	663%
38-351-416 Dis/Reconnection Fee	5,846	292.79	1,694.87	4,289.81	(1,556.19)	73%
38-351-417 Fire Sprinkler	2,236	187.74	563.22	1,689.66	(546.34)	76%
38-351-418 Late Fees/Penalty/Cut Off	17,540	827.77	3,574.90	10,257.74	(7,282.26)	58%
38-351-419 Returned Check Fee	900	94.66	194.66	544.66	(355.34)	61%
38-365-410 Interest/investment Income	104	0.00	(43.78)	0.00	(104.00)	
38-365-421 Account Activation Fee	2,950	250.00	675.00	2,125.00	(825.00)	72%
38-365-851 Misc Revenue WATER	118	0.00	62.88	62.88	(55.12)	53%
38-365-852 Misc Revenue SEWER	118	0.00	0.00	0.00	(118.00)	
<b>Revenues Totals:</b>	<b>1,249,190</b>	<b>89,642.63</b>	<b>271,165.26</b>	<b>828,235.62</b>	<b>(420,954.38)</b>	<b>66%</b>
<b>Expenses</b>						
38-851-010 Salary Full Time	81,268	6,171.59	18,504.09	58,905.76	22,362.24	72%
38-851-014 Salary - Part Time	15,630	1,218.69	3,718.91	12,195.76	3,434.24	78%
38-851-019 Salary Over-Time	6,227	77.86	550.16	3,195.25	3,031.25	51%
38-851-020 ER-FICA Taxes	7,889	550.81	1,680.60	5,475.64	2,413.36	69%
38-851-030 ER - Retirement Orbit	12,480	892.63	2,718.38	8,735.05	3,744.45	70%
38-851-040 ER - Health Insurance WATER	13,704	1,024.84	3,728.30	11,007.63	2,696.37	80%
38-851-050 ER - Life Insurance	310	25.76	77.28	257.60	51.90	83%
38-851-060 ER - Workman's Comp	1,643	0.00	229.19	1,641.82	0.68	100%
38-851-200 Travel Expense	225	0.00	0.00	0.00	225.00	
38-851-203 Supplies	2,240	176.54	584.29	1,262.85	977.15	56%
38-851-204 Uniforms	2,360	200.54	491.07	1,515.89	844.11	64%
38-851-205 Materials & Supplies	32,500	2,614.40	5,224.02	29,822.95	2,677.05	92%

## Budget vs Actual

Town of Warrenton  
4/6/2020 11:46:14 AM

Page 9 Of 14

Period Ending 3/31/2020

38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
38-851-250 Light & Heat & Security	4,731	329.59	2,037.33	3,683.49	1,047.01	78%	
38-851-251 Telephone & Postage	7,826	583.71	2,876.05	5,796.94	2,029.06	74%	
38-851-252 Fuel	5,000	333.29	1,018.61	3,412.90	1,587.10	68%	
38-851-255 Bldg. Maint/Clean Svs	1,254	1,016.76	1,053.43	1,053.43	200.57	84%	
38-851-260 Electric Tank/Pumps	8,000	214.35	489.79	1,911.14	6,088.86	24%	
38-851-296 Continuing Education	625	0.00	0.00	0.00	625.00		
38-851-301 Computer Maintenance	1,969	118.19	444.04	1,420.56	547.94	72%	
38-851-302 Software Support	1,684	49.99	119.96	1,434.90	249.10	85%	
38-851-305 Technology Upgrades	2,307	0.00	116.50	1,566.90	740.10	68%	
38-851-309 Advertising	250	0.00	0.00	0.00	250.00		
38-851-310 Dues & Subscriptions	377	12.50	75.00	351.25	25.75	93%	
38-851-313 State Permits	1,250	0.00	0.00	990.00	260.00	79%	
38-851-345 Water Tank Contract	16,620	0.00	4,154.87	12,464.61	4,155.39	75%	
38-851-351 Maint. & Repair Equip	7,500	258.79	677.93	2,273.07	5,226.93	30%	
38-851-352 Vehicle Maintenance	2,376	169.64	1,502.96	2,156.25	219.75	91%	
38-851-400 Town Liability Insurance	6,393	1,910.60	3,943.10	6,392.67	0.33	100%	
38-851-405 Audit Expense	3,792	0.00	2,272.91	3,723.43	68.57	98%	
38-851-422 WS Town Hall Rent	570	0.00	0.00	568.75	1.25	100%	
38-851-441 Certify Lab Services	1,500	140.00	425.00	920.00	580.00	61%	
38-851-448 External Contract	16,233	1,472.58	3,652.27	15,439.78	792.72	95%	
38-851-451 Water Purchase	220,288	16,583.88	49,472.11	154,636.68	65,651.32	70%	
38-851-801 Town Hall Roof Loan - Principal	2,574	428.94	749.85	2,145.74	428.43	83%	
38-851-802 USDA Public Works Trucks - Princ Water	2,408	0.00	0.00	2,407.79	0.21	100%	
38-851-831 Town Hall Roof Loan - Interest Water	260	43.30	194.64	215.53	44.30	83%	
38-851-836 USDA Public Works Trucks - Int Water	509	0.00	0.00	509.21	0.00	100%	
38-851-889 RESERVE FOR USDA LOANS	4,210	0.00	0.00	0.00	4,209.50		

## Budget vs Actual

Town of Warrenton  
4/6/2020 11:46:14 AM

Page 10 Of 14

Period Ending 3/31/2020

38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
38-851-895 Grass Cutting Expense	8,000	0.00	4,500.00	4,500.00	3,500.00	56%	
38-851-896 WS 25% of GF Expense	40,428	0.00	6,999.97	24,550.03	15,877.47	61%	
38-851-998 Contingency	30,019	0.00	0.00	0.00	30,018.50		
Water Totals:	575,424	36,619.77	124,282.61	388,541.25	186,882.96	68%	
38-852-010 Salary - Full Time	81,268	6,171.61	18,503.47	58,568.33	22,699.67	72%	
38-852-014 Salary - Part Time	15,630	1,218.69	3,718.64	12,196.32	3,433.68	78%	
38-852-019 Salary - Over Time Sewer	6,227	101.57	712.97	2,802.25	3,424.25	45%	
38-852-020 ER - FICA Sewer	7,889	570.46	1,746.54	5,603.91	2,285.09	71%	
38-852-030 ER-Retirement Orbit	12,480	887.37	2,721.47	8,626.80	3,852.70	69%	
38-852-040 ER-Health Insurance SEWER	13,704	1,024.86	3,728.37	11,269.02	2,434.98	82%	
38-852-050 ER-Life Insurance	310	25.76	77.28	257.60	51.90	83%	
38-852-060 ER-Workman's Comp	1,643	0.00	229.19	1,641.81	0.69	100%	
38-852-200 Travel Expense	225	0.00	0.00	0.00	225.00		
38-852-203 Supplies	2,763	342.91	750.62	1,375.10	1,387.90	50%	
38-852-204 Uniforms	2,400	200.53	491.05	1,517.96	882.04	63%	
38-852-205 Materials & Supplies	27,500	3,348.67	5,108.50	20,585.72	6,914.28	75%	
38-852-250 Light & Heat & Security	4,819	329.57	2,005.74	3,433.29	1,385.21	71%	
38-852-251 Telephone & Postage	7,881	583.69	2,876.01	5,874.89	2,006.11	75%	
38-852-252 Fuel	5,000	333.28	1,018.59	3,387.54	1,612.46	68%	
38-852-255 Bldg. Maint/Clean Svs	1,241	1,003.44	1,040.11	1,040.11	200.89	84%	
38-852-260 Electric Tank/Pumps	8,000	895.47	2,788.47	6,669.19	1,330.81	83%	
38-852-296 Continuing Education	625	0.00	0.00	0.00	625.00		
38-852-301 Computer Maint.	1,587	118.19	444.03	1,322.19	264.31	83%	
38-852-302 Software Support	1,684	50.00	119.96	1,434.91	249.09	85%	
38-852-305 Technology Upgrades	2,307	0.00	116.50	1,566.88	740.12	68%	
38-852-309 Advertising	419	0.00	0.00	418.50	0.50	100%	
38-852-310 Dues & Subscriptions	377	12.50	75.00	351.25	25.75	93%	
38-852-313 State Permits	1,250	0.00	0.00	200.00	1,050.00	16%	
38-852-351 Maint & Repair Equip	7,500	258.78	1,030.21	2,182.04	5,317.96	29%	

## Budget vs Actual

Town of Warrenton  
4/6/2020 11:46:14 AM

Page 11 Of 14

Period Ending 3/31/2020

38 WATER / SEWER						
Description	Budget	MTD	QTD	YTD	Variance	Percent
38-852-352 Vehicle Maintenance	2,297	169.64	1,502.93	2,077.33	219.67	90%
38-852-400 Liability Insurance	6,393	1,910.57	3,943.04	6,392.61	0.39	100%
38-852-405 Audit Expense	3,792	0.00	2,272.91	3,723.43	68.57	98%
38-852-422 Town Hall Rent	569	0.00	0.00	568.75	0.25	100%
38-852-434 WS Grant Expense	20	0.00	0.00	0.00	20.00	
38-852-435 Purchase of Sewer Services	296,037	0.00	31,650.91	165,417.51	130,619.49	56%
38-852-448 External Contract	38,552	2,358.58	6,121.42	37,849.68	701.82	98%
38-852-473 WWTP Rehab Annual Payment	24,989	0.00	0.00	0.00	24,989.00	
38-852-801 Town Hall Roof Loan - Principal	2,574	428.96	749.88	2,145.78	428.38	83%
38-852-802 USDA Public Works Trucks - Princ Sewer	2,408	0.00	0.00	2,407.79	0.21	100%
38-852-806 Rename principal	0	0.00	0.00	0.00	0.21	
38-852-809 John Riggans Easement Pmt	1,000	0.00	1,000.00	1,000.00	0.00	100%
38-852-810 BB&T Battle Avenue Sewer Loan - Principal	6,206	6,205.52	6,205.52	6,205.52	0.67	100%
38-852-811 NCDEQ Sewer Rehab Annual Loan- Principal	13,750	0.00	0.00	0.00	13,750.00	
38-852-830 BB&T Battle Ave Sewer Loan - Int	769	768.81	768.81	768.81	0.00	100%
38-852-831 Town Hall Roof Loan - Interest Sewer	260	43.32	194.67	215.55	44.29	83%
38-852-836 USDA Public Works Trucks - Int Sewer	509	0.00	0.00	509.21	(0.21)	100%
38-852-837 NCDEQ Sewer Rehab Annual Loan- Interest	3,850	0.00	0.00	1,925.00	1,925.00	50%
38-852-889 Reserve for USDA Loans	4,210	0.00	0.00	0.00	4,209.50	
38-852-896 WS 25% of GF Expense	40,428	0.00	6,999.98	24,550.04	15,877.46	61%
38-852-998 Contingency	13,025	0.00	0.00	0.00	13,024.50	
Sewer Expenses Totals:	676,362	29,362.75	110,712.79	408,082.62	268,279.59	60%
38-901-037 Transfer to General Fund	8,000	1,125.00	(1,125.00)	5,625.00	2,375.00	70%
38-901-064 Transfer Out to Unity Bute, Battle	19,470	0.00	0.00	19,470.00	0.00	100%

## Budget vs Actual

Town of Warrenton  
4/6/2020 11:46:14 AM

Page 12 Of 14

Period Ending 3/31/2020

38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
Sewer Grant							
Transfers Out Totals:	27,470	1,125.00	(1,125.00)	25,095.00	2,375.00	91%	
Expenses Totals:	1,279,256	67,107.52	233,870.40	821,718.87	457,537.55	64%	
38 WATER / SEWER	Revenues Over/(Under) Expenses:	22,757.69	37,570.00	17,299.71			



## Budget vs Actual

Town of Warrenton  
4/6/2020 11:46:14 AM

Page 13 Of 14

Period Ending 3/31/2020

39 WWTP							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
<b>Revenues</b>							
39-351-470 Town Sewer Revenues	296,037	0.00	31,650.91	165,417.51	(130,619.49)	56%	
39-351-471 Sewer Revenues - County	209,003	0.00	22,345.62	116,785.11	(92,217.89)	56%	
39-351-472 Sewer Rev Norlina	165,486	0.00	17,692.97	92,468.95	(73,017.05)	56%	
39-365-861 Misc Revenue WWTP	19,828	0.00	3,140.00	8,790.00	(11,038.00)	44%	
<b>Revenues Totals:</b>	<b>690,354</b>	<b>0.00</b>	<b>74,829.50</b>	<b>383,461.57</b>	<b>(306,892.43)</b>	<b>56%</b>	
<b>Expenses</b>							
39-861-010 Salary - Full Time	155,004	12,334.45	36,645.54	116,658.03	38,345.97	75%	
39-861-014 Salary - Part Time	15,361	1,219.40	3,838.74	12,410.12	2,950.88	81%	
39-861-019 Over-Time	13,520	178.28	2,622.45	6,938.77	6,581.23	51%	
39-861-020 ER-FICA Taxes	14,067	850.25	2,704.78	8,566.26	5,500.74	61%	
39-861-030 ER - Retirement Orbit	26,805	1,863.61	5,927.00	18,550.44	8,254.56	69%	
39-861-040 ER- Health Insurance	24,791	1,914.34	7,522.60	20,705.77	4,085.23	84%	
39-861-050 ER-Life Insurance	568	47.60	142.80	476.00	92.00	84%	
39-861-060 ER-Workman's Comp	4,004	0.00	449.53	3,220.30	783.70	80%	
39-861-200 Travel Expense	500	0.00	0.00	0.00	500.00		
39-861-203 Supplies	750	20.80	166.81	336.43	413.57	45%	
39-861-204 Uniforms	4,706	239.48	645.15	2,104.37	2,601.63	45%	
39-861-205 OP Material & supplies	39,000	5,667.65	14,382.94	31,553.44	7,446.56	81%	
39-861-250 Light, Heat & Security	95,341	7,748.75	24,405.40	68,624.11	26,716.89	72%	
39-861-251 Telephone & Postage	7,297	639.38	2,728.27	6,137.52	1,159.48	84%	
39-861-252 Fuel	9,000	500.78	1,496.39	5,406.37	3,593.63	60%	
39-861-296 Continuing Education	2,430	0.00	0.00	2,430.00	0.00	100%	
39-861-301 Computer Maint.	3,172	236.38	888.09	2,380.95	791.05	75%	
39-861-302 Software Support	3,209	0.00	139.94	2,397.28	811.72	75%	
39-861-305 Technology Upgrades	2,000	0.00	0.00	1,146.28	853.72	57%	
39-861-309 Advertising	643	0.00	0.00	355.73	287.27	55%	
39-861-318 Freight Charges	1,650	156.76	506.36	1,429.09	220.91	87%	

## Budget vs Actual

Town of Warrenton  
4/6/2020 11:46:14 AM

Page 14 Of 14

Period Ending 3/31/2020

39 WWTP							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
39-861-342 Maint & Repair Plant	58,570	6,363.23	22,638.36	56,804.59	1,765.41	97%	
39-861-344 Sludge Removal	55,000	8,697.50	16,262.50	30,290.00	24,710.00	55%	
39-861-345 Beaver Control	2,000	0.00	0.00	0.00	2,000.00		
39-861-346 Lab Material & Supplies	11,500	0.00	2,162.69	4,536.76	6,963.24	39%	
39-861-347 Lab Analysis	16,600	1,058.00	4,697.50	10,413.50	6,186.50	63%	
39-861-348 Tar - Pamlico Dues	3,000	0.00	0.00	0.00	3,000.00		
39-861-349 OSHAComp/Safety M&S	1,000	0.00	116.00	737.00	263.00	74%	
39-861-352 Vehicle Maintenance	4,214	120.86	2,797.56	4,025.25	188.75	96%	
39-861-400 Liability Insurance	18,649	4,546.20	9,239.60	12,179.87	6,469.13	65%	
39-861-405 Audit Expense	7,584	0.00	4,545.84	7,446.87	137.13	98%	
39-861-444 Permits & Fees	6,253	0.00	100.00	6,252.50	0.50	100%	
39-861-445 Certify Lab Expense	1,000	0.00	0.00	423.12	576.88	42%	
39-861-446 Influent Debris removal	4,352	323.29	981.40	2,886.38	1,465.62	66%	
39-861-447 WWTP Grant Expense	24,000	0.00	0.00	0.00	24,000.00		
39-861-500 Capital Outlay \$5000 and Over	8,430	0.00	0.00	8,430.00	0.00	100%	
39-861-897 WWTP 25% of GF Exp	41,694	0.00	6,375.14	27,522.21	14,171.79	66%	
39-861-998 Contingency	2,690	0.00	0.00	0.00	2,690.00		
WWTP - Expenses Totals:	690,354	54,726.99	175,129.38	483,775.31	206,578.69	70%	
Expenses Totals:	690,354	54,726.99	175,129.38	483,775.31	206,578.69	70%	
39 WWTP Revenues Over/(Under) Expenses:		(54,626.99)	(100,199.67)	(100,213.02)			

## A/P Check Listing

Vendor Range - 123 OTTO LLC' - 'YOUR TRADEMARK ATTORNEY  
Date From - 3/1/2020 Date To - 4/30/2020

Town of Warrenton  
04/06/2020 10:44 AM

Page: 1 of 4

Check Number	Bank	Vendor	Date	Amount
62272	30	— CASHMAN, JUSTIN	03/03/2020	<b>\$40.25</b>
62273	30	— COLUMBIAN MUTUAL LIFE INS CO	03/03/2020	<b>\$37.88</b>
62274	30	— MIRANDA E. MEDLIN	03/03/2020	<b>\$110.00</b>
62275	30	— SERIOUS BUSINESS, INC	03/03/2020	<b>\$395.43</b>
62276	30	— Thrifty Office Furniture	03/03/2020	<b>\$829.45</b>
62277	30	— UNIFIRST CORPORATION	03/03/2020	<b>\$379.82</b>
62278	30	— WARREN AUTO PARTS, INC.	03/03/2020	<b>\$221.96</b>
62279	30	— PETE SMITH TIRE & QUICK LUBE, INC	<b>VOIDED</b> 03/04/2020	<b>\$823.58</b>
62280	30	— AMAZON CAPTIAL SERVICES, INC.	03/06/2020	<b>\$247.17</b>
62281	30	— Amwell	03/06/2020	<b>\$456.18</b>
62282	30	— CAROLINA DIGITAL PHONE INC	03/06/2020	<b>\$316.00</b>
62283	30	— DOCUMENT SYSTEMS, INC	03/06/2020	<b>\$132.36</b>
62284	30	— DUKE ENERGY PROGRESS	03/06/2020	<b>\$148.47</b>
62285	30	— GRANVILLE FARMS, INC.	03/06/2020	<b>\$7,197.50</b>
62286	30	— HARRIS ENTERPRISES	03/06/2020	<b>\$552.51</b>
62287	30	— MERITECH INC	03/06/2020	<b>\$1,198.00</b>
62288	30	— NORTH CAROLINA 811, INC	03/06/2020	<b>\$25.00</b>
62289	30	— PROFESSIONAL MAIL SERVICES, INC	03/06/2020	<b>\$2.03</b>
62290	30	— WARREN COUNTY PUBLIC UTILITIES	03/06/2020	<b>\$16,583.88</b>
62291	30	— H.G. REYNOLDS COMPANY, INC	03/06/2020	<b>\$33,126.98</b>
62292	30	— MUNICIPAL ENGINEERING	03/06/2020	<b>\$13,028.82</b>
62293	30	— FLEMING INVESTMENT COMPANY	03/09/2020	<b>\$500.00</b>
62294	30	— 123 OTTO LLC	03/12/2020	<b>\$87.15</b>
62295	30	— Community Eye Care	03/12/2020	<b>\$100.97</b>
62296	30	— GFL ENVIRONMENTAL	03/12/2020	<b>\$323.29</b>
62297	30	— GRANVILLE FARMS, INC.	03/12/2020	<b>\$1,500.00</b>
62298	30	— HARRIS ENTERPRISES	03/12/2020	<b>\$1,911.87</b>
62299	30	— JOYCE MAHOMES	03/12/2020	<b>\$43.44</b>
62300	30	— KIARA S FOGG	03/12/2020	<b>\$17.58</b>
62301	30	— KING'S FITNESS & NUTRITION CENTER	03/12/2020	<b>\$480.00</b>

## A/P Check Listing

Vendor Range - 123 OTTO LLC' - 'YOUR TRADEMARK ATTORNEY

Date From - 3/1/2020 Date To - 4/30/2020

Town of Warrenton  
04/06/2020 10:44 AM

Page: 2 of 4

Check Number	Bank	Vendor	Date	Amount
62302	30	MARGARET D ROOKER	03/12/2020	\$150.00
62303	30	MEREDITH L TUCKER	03/12/2020	\$30.01
62304	30	PROFESSIONAL MAIL SERVICES, INC	03/12/2020	\$342.58
62305	30	RJA FIRE EXTINGUISHERS SALES & SERVICE, INC.	03/12/2020	\$40.00
62306	30	ROSEMARIE PHILLIPS	03/12/2020	\$2.97
62307	30	SHARENIA HENDERSON	03/12/2020	\$108.79
62308	30	UNITED PARCEL SERVICE	03/12/2020	\$132.81
62309	30	WRIGHT EXPRESS FSC	03/12/2020	\$1,207.32
62310	30	BLUE RIDGE SPRINGS, INC	03/16/2020	\$100.35
62311	30	DOCUMENT SYSTEMS, INC	03/16/2020	\$1,215.65
62312	30	PETE SMITH TIRE & QUICK LUBE, INC	03/16/2020	\$812.20
62313	30	PROFESSIONAL MAIL SERVICES, INC	03/16/2020	\$730.06
62314	30	TIME WARNER CABLE	03/16/2020	\$124.98
62315	30	UNIFIRST CORPORATION	03/16/2020	\$594.28
62316	30	WARREN COUNTY PUBLIC WORKS	03/16/2020	\$1,236.82
62317	30	WARRENTON SUPPLY CO., INC.	03/16/2020	\$40.02
62318	30	ALWAYS CARE BENEFITS, INC.	03/18/2020	\$452.48
62319	30	AMAZON CAPTIAL SERVICES, INC.	03/18/2020	\$284.37
62320	30	CENTURY LINK COMMUNICATIONS	03/18/2020	\$166.40
62321	30	DOCUMENT SYSTEMS, INC	03/18/2020	\$52.70
62322	30	DUKE ENERGY PROGRESS	03/18/2020	\$9,387.03
62323	30	FRONTIER NATURAL GAS	03/18/2020	\$12.42
62324	30	HARRIS ENTERPRISES	03/18/2020	\$3,537.75
62325	30	MIRANDA E. MEDLIN	03/18/2020	\$140.00
62326	30	PETE SMITH TIRE & QUICK LUBE, INC	03/18/2020	\$1,524.10
62327	30	Spectrum Business	03/18/2020	\$219.31
62328	30	UNITED PARCEL SERVICE	03/18/2020	\$139.95
62329	30	US CELLULAR	03/18/2020	\$1,328.65
62330	30	USA Bluebook	03/18/2020	\$94.51

## A/P Check Listing

Vendor Range - 123 OTTO LLC' - 'YOUR TRADEMARK ATTORNEY  
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04/06/2020 10:44 AM

Page: 3 of 4

Check Number	Bank	Vendor	Date	Amount
62331	30	AAA GAS AND APPLIANCE CO.	03/20/2020	\$312.89
62332	30	AMAZON CAPTIAL SERVICES, INC.	03/20/2020	\$19.48
62333	30	CITIZENS INSURANCE & BONDING,	03/20/2020	\$15,126.00
62334	30	Core & Main	03/20/2020	\$3,192.19
62335	30	FRONTIER NATURAL GAS	03/20/2020	\$184.75
62336	30	HARRIS ENTERPRISES	03/20/2020	\$1,968.52
62337	30	MUNICIPAL INSURANCE TRUST	03/20/2020	\$666.91
62338	30	United Healthcare	03/20/2020	\$11,649.79
62339	30	USA Bluebook	03/20/2020	\$812.16
62340	30	WATER GUARD, INC.	03/20/2020	\$2,711.11
62341	30	DOCUMENT SYSTEMS, INC	03/23/2020	\$8.07
62342	30	HUMANA SPECIALTY BENEFITS	03/23/2020	\$29.38
62343	30	INFORMATION TECHNOLOGY SERVICE	03/23/2020	\$203.32
62344	30	THYSSENKRUPP	03/23/2020	\$4,180.65
62345	30	UNIFIRST CORPORATION	03/23/2020	\$301.67
62346	30	FIRST CITIZENS BANK	03/23/2020	\$815.52
62347	30	DUKE ENERGY PROGRESS	03/26/2020	\$53.71
62348	30	HARRIS ENTERPRISES	03/26/2020	\$6,829.60
62349	30	NC DEPT OF STATE TREASURER	03/26/2020	\$207.66
62350	30	THE TRACTOR PLACE, INC.	03/26/2020	\$204.11
62351	30	VERIZON WIRELESS	03/26/2020	\$280.07
62352	30	BB&T	03/27/2020	\$12,834.61
62353	30	COLUMBIAN MUTUAL LIFE INS CO	03/27/2020	\$37.88
62354	30	Core & Main	03/27/2020	\$565.59
62355	30	DOCUMENT SYSTEMS, INC	03/27/2020	\$106.74
62356	30	DUKE ENERGY PROGRESS	03/27/2020	\$1,911.15
62357	30	JASON B. WILLIAMS	03/27/2020	\$5.18
62358	30	PROFESSIONAL MAIL SERVICES, INC	03/27/2020	\$4.46
62359	30	PRUDENTIAL RETIREMENT	03/27/2020	\$1,037.72
62360	30	THYSSENKRUPP	03/27/2020	\$1,590.00

## A/P Check Listing

Vendor Range - 123 OTTO LLC' - 'YOUR TRADEMARK ATTORNEY  
Date From - 3/1/2020 Date To - 4/30/2020

Town of Warrenton  
04/06/2020 10:44 AM

Page: 4 of 4

Check Number	Bank	Vendor	Date	Amount
62361	30	UNIFIRST CORPORATION	03/27/2020	<b>\$432.52</b>
62362	30	WRIGHT EXPRESS FSC	03/27/2020	<b>\$714.53</b>
62363	30	FLEMING INVESTMENT COMPANY	03/30/2020	<b>\$500.00</b>
62364	30	DUKE ENERGY PROGRESS	04/02/2020	<b>\$132.75</b>
62365	30	MOSCA DESIGN	04/02/2020	<b>\$1,706.93</b>
62366	30	WAYPOINT ANALYTICAL	04/02/2020	<b>\$1,481.95</b>
62367	30	WOMACK PUBLISHING CO. INC.	04/02/2020	<b>\$78.00</b>
62368	30	AMAZON CAPTIAL SERVICES, INC.	04/03/2020	<b>\$141.80</b>
62369	30	HARRIS ENTERPRISES	04/03/2020	<b>\$384.30</b>
62370	30	MIRANDA E. MEDLIN	04/03/2020	<b>\$130.00</b>
62371	30	NC DEPARTMENT OF REVENUE	04/03/2020	<b>\$321.09</b>
62372	30	TAR PAMLICO BASIN ASSOCIATION	04/03/2020	<b>\$2,880.00</b>
101	Checks Totaling -			<b>\$181,780.84</b>

### Totals By Fund

	Checks	Voids	Total
34	\$484.36	\$484.36	\$0.00
36	\$2,036.54	\$2,036.54	\$0.00
37	\$37,515.83	\$37,515.83	\$0.00
38	\$49,277.71	\$49,277.71	\$0.00
39	\$45,533.60	\$45,533.60	\$0.00
61	\$777.00	\$777.00	\$0.00
63	\$3,000.00	\$3,000.00	\$0.00
64	\$28,448.70	\$28,448.70	\$0.00
65	\$14,707.10	\$14,707.10	\$0.00
<b>Totals:</b>	<b>\$181,780.84</b>	<b>\$181,780.84</b>	<b>\$0.00</b>

# Activity Detail Summary (by Category)

Warrenton Police Department

(03/01/2020 - 03/31/2020)

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## Incident Investigations

13B - Simple Assault	2
23H - All Other Larceny	1
290 - Destruction/Damage/Vandalism of Property	1
90B - Curfew/Loitering/Vagrancy Violations	1
90J - Trespass of Real Property	2
90Z - All Other Offenses	2

Total Offenses 9

Total Incidents 8

---

## Arrests

13B - Simple Assault	3
90B - Curfew/Loitering/Vagrancy Violations	1
90J - Trespass of Real Property	2

Total Charges 6

Total Arrests 5

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## Accidents

Total Accidents 1

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## Citations

Secondary Charge	0
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Total Charges 0

Total Citations 0

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## Warning Tickets

Total Charges 0

Total Warning Tickets 0

# Activity Detail Summary (by Category)

Warrenton Police Department

(03/01/2020 - 03/31/2020)

---

## Ordinance Tickets

Total Ordinance Tickets 0

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## Criminal Papers

Total Criminal Papers Served 0

Total Criminal Papers 0

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## Civil Papers

Total Civil Papers Served 0

Total Civil Papers 0

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# Activity Log Event Summary (Cumulative Totals)

## Warrenton Police Department

(03/01/2020 - 03/31/2020)

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<No Event Type Specified>	1	911 Hang-up	4
Accident	3	Alarm Activation	14
Animal Complaint	1	Assault-Physical	1
Assist Other Department	3	Assist WC EMS	8
Assist WCSO	3	C.O.P.S. - Main St	16
C.O.P.S.- Foot Patrol	2	C.O.P.S.- Neighborhood Patrol	7
Complaint	2	Disabled Vehicle	3
Dispute	6	Disturbance	7
Domestic	1	Escort	2
Fight	1	Follow up Investigation	1
Foot Patrol	13	Fraud	1
Harrassment	1	Investigation and/or Interview	1
Larceny	2	Lost property	1
Non Law Enforcement Issue	2	Open Door (Residence)	1
Ordinance Violation	2	Other	1
Patrol	4	Property Check – Business	23
Property Check – Residential	1	Shots fired	1
Suspicious Person / Vehicle	2	Talk with Officer	2
Traffic Stop	10	Trespassing	6
Welfare Check	1		

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**Total Number Of Events: 161**

# Memo

**To:** Town Commissioners  
**From:** Bill Perkinson  
**CC:** Mayor, Town Administrator  
**Date:** April 8, 2020  
**Re:** March 2020 Monthly Activity Report for Public Works

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## Water and Sewer

- **Water and Sewer System Needs – Unfunded:** (1) West Ridgeway St. sewer main (general location is in area between Ridgeway Street and Fairlane Drive) – Determine exact location of sewer main and right of way. (2) Install magnetic flow meter in 14 inch sewer force main where Town of Norlina's and Warren County's Sewer enters Town of Warrenton's sewer system (meter would give us precise measurement of volume of sewer in route to the wastewater treatment plant from our partners thus helping to ensure accurate portioning of monthly wastewater treatment expense between the three partners). (3) Purchase water and sewer line locating equipment. (4) Purchase water main valve exercising equipment.
- **Water and Sewer System Needs – Funded:** (1) Comprehensive water system map (Required by NC DENR) – Creation will be funded by NC DEQ grant. (2) Sewer main located between Bragg St. and Macon St. (serves all businesses located on the east side of South Main Street between Odom's Motor Service and Macon Street and Quilt Lizzy) – Line is failing and will need to be repaired or relocated. Repair will be very difficult due to location of line – Replacement of line will be funded by USDA Rural Development grant. (3) Replace sewer main on Bute Street and Unity Drive – Replacement of lines funded by NC DEQ grant. (4) Replace sewer main on South Main Street from Battle Avenue intersection to sewer trunk line at Horse Creek - Replacement of line funded by NC DEQ grant. (5) Purchase and install public works 2-way radio repeater. Funded by USDA Rural Development grant. (6) Purchase and install SCADA systems on Town's 3 sewer lift stations - Funded by USDA Rural Development grant.
- **Completed Water and Sewer System Maintenance/Repair Related Information:** (1) Installation – US Cellular Tracking Devices. Installed units in backhoe, 2 tractors, and Chevy Kodiak dump truck. Contractor: Harris Enterprises (Labor - \$480.00, Materials - \$37.57) (2) Repair – John Riggan Sewer Lift Station. Replaced pump soft start. Contractor: Harris Enterprises (Labor - \$360.00, Parts - \$1,998.58). (3) Emergency Repair – King Street Elevated Water Tank Vault. Replaced sump pump, heater, 2 pressure transducers, ventilation blower, and ballast in lighting unit. Contractor: Harris Enterprises (Labor - \$1,050.00, Materials - \$389.79).

**Total cost for Maintenance and Repair Equipment (Account No. 38-851-351 & 38-852-351) - \$517.57**

**Total cost for External Contract Maintenance and Repair (Account No. 38-851-448 & 38-852-448)**

## Streets and Sanitation

- **Current Tasks:** Tree pruning. Street curb and gutter cleaning. Signs repair/replacement. Brick sidewalk repairs. Loose leaves/debris pick-up.

# Memo

**To:** Town Commissioners  
**From:** Bill Perkinson  
**CC:** Mayor, Town Administrator, Warren County Director of Public Works, Norlina Director of Public Works  
**Date:** April 8, 2020  
**Re:** March 2020 Monthly Activity Report for WWTP

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- **Pending Equipment Repairs:** **(1)** Effluent filter controls – Safety issue - Replace cylinders and control mechanism for valves located in pit area of filter building. **(2)** Sand blast and refinish site metal structures. **(Estimated Cost – Refinishing remaining structures - \$58,000)** **(3)** Replace Influent pump No. 2 and 3 motor base stands. **(Estimated Cost - \$4,000 per pump)** **(4)** Replace Wash Water Pump No. 1. **(Estimated Cost - \$20,000.00)**
- **Completed Plant Maintenance/Repair Related Information:** **(1)** Repair – Shop Overhead Electric Heater. Replaced unit that was original to the plant. Contractor: Harris Enterprises. (Labor - \$480.00, Parts - \$1,331.26). **(2)** Emergency Repair – Rotor 2D – Replaced foot end pillar block bearing. Contractor: Harris Enterprises (Labor - \$480.00, Parts – \$4,039.18).

**Total cost for Repairs (Account No. 39-861-342) - \$6,363.23**

- **Plant Discharge Quality:** Our discharge quality remained good throughout the entire month. 12.80 million gallons were treated.



Walter M. Gardner, Jr. – Mayor  
Robert F. Davie, Jr. – Town Administrator

P.O. Box 281  
Warrenton, NC 27589-0281  
(252) 257-1122 Fax (252) 257-9219  
[www.warrenton.nc.gov](http://www.warrenton.nc.gov)

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### **BOC Meeting March 2020 – Action Items Checklist**

1. Execute annexation resolution, file copy of resolution with Register of Deeds, update Ordinance Book as addition to Table 1. (cont.)
2. Meet with Lowes agent to determine equipment that stays in grocery (cont.)
3. Work with Mitch Styers on ordinance language for HDC penalty (cont.)
4. Work with Mitch Styers on Opal Jones purchase offer for lot on Market St.
  - ✓ Mitch tracking down heir owners
5. Make changes to ordinance language for Police Dept
  - ✓ Chief coordinating with Mitch Styers
6. Execute engineering agreement amendments 3 and 4 for USDA grant project
  - ✓ Done
7. Replace Zayne Taber with Roger St. Louis on Revitalization Committee
  - ✓ Done
8. Execute environmental evaluation of Church Street house with Sitech. Report sent to EME Industrial
  - ✓ Done
9. Get signatures from BOC for LGC response letter (water rates)
  - ✓ Done
10. Execute budget amendment
  - ✓ Done
11. Email population growth projects to potential grocers
  - ✓ Done
12. Schedule public hearing for road diet on Ridgeway as necessary for DOT
  - ✓ To be a part of public comments section at April BOC meeting



Walter M. Gardner, Jr. – Mayor  
Robert F. Davie, Jr. – Town Administrator

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## **STATUS OF GRANTS**

**(Fund 51 & 61) USDA Rural Development** -- \$6.065 million total project cost. Included are Town Hall renovation, water main, water line repairs, radio-frequency water meter installation.

- Elevator install at Town Hall and awaiting inspection.
- Awaiting release of funds from USDA for paving and ADA access.

**(Fund 53) NC Commerce Main Street Downtown Redevelopment** -- \$500,000 to redevelop 107 N. Main Street.

- Received bids for Phase 2. Received some lower bids for electrical, concrete and plumbing. Phase 2 plans may be revised and rebid, else project could continue as Phase 1 cost estimates are similar to prior estimates.
- Received estimate to continue on as Phase 1. Awaiting decision of property owner.

**(Fund 55) NC DEQ Water Infrastructure WWTP** -- \$1,600,000 to rehab most severe areas of WWTP

- Town \$1,600,000 with 100% grant and Town to pay 1.5% processing fee.
- Bids received exceeded grant amount by nearly \$1 million. Engineering firm working with winning bidder to identify savings. With reduced scope of project, additional loan is still required. Norlina and Warren County boards have approved the additional loan.
- Awaiting approval of loan portion by LGC. Expect at April meeting.

**TAP Grant** – ADA (Americans with Disabilities Act) or handicapped sidewalk access

- DOT roads = 100% grant
- DOT indicated that funds have been allocated but construction has been delayed until July 2020.

**(Fund 64 & 65) NC DEQ – Sewer Rehab – Battle Ave/Unity & Bute**

- Received Intent to Fund letter from NCDEQ for 75% total expense from NC DENR to repair Battle Ave sewer from overflow area down to treatment plant. Approximately \$750,120 in total project costs.
- Also received Intent to Fund letter for 75% of total cost which equals a grant of \$345,000 and loan amount of \$115,000 and a match amount of \$7,475 for a total of \$467,475 from NC DENR to repair sewer lines on Unity Dr. and Bute St.
- Project completion expected in 60-90 days.

**(Fund 63)NC DEQ AIA SEWER** - \$150,000 to develop an Asset Management Plan for Sewer Lines.

- 95% grant from NC DENR, 5% \$7,500 match including 1.5% grant fee from the Town. The grant fee of \$2,250 was paid 6-26-18 with O & A Letter and Resolution.
- 95% complete

**National Park Service Grant** – Professional services grant

- Park service provides assistance with planning trail.
- Michael Coffman will update.

**NC Main Street Solutions Warrenton Brewery Grant** - \$100,000 grant with 2 to 1 match. This grant is to help renovate 120 S. Main Street for a Brewery and Meadery.

- Final drawings received from architect
- Received approval from NCSHPO. Updated drawings submitted to Main Street.
- Expect to start construction shortly with target completion date in late summer of 2020.

**NC Neighborhood Revitalization Program**

- Application underway for CDGB funds to assist in repairing houses owned by citizens of low or moderate incomes.
- Received award notice, application fully funded at \$750,000, awaiting contract from Commerce.

**Volkswagen Settlement Grant**

- Application submitted on September 30 seeking replacement of garbage truck, dump truck, tractor and back hoe. No Town match was included in the application.
- Application for “off-road” vehicles; backhoe and tractor has been retracted by Town due to match requirement. “On-road” vehicles: dump truck and garbage truck remain as valid applications with no match requirement from the Town.
- Application is still open and under review, no award announcements have been made yet. No set timeframe when announcements will be made.

**Building Reuse Grant**

- Town awarded \$50,000 from NC Commerce for Warrenton Veterinary Clinic.

**EPA Brownfield Grant**

- Application submitted. Award notification will be May 2020. Includes various buildings for environmental study.



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**North Carolina Department of Commerce  
Rural Economic Development Division  
Community Development Block Grant Program**

**Grant Agreement  
Neighborhood Revitalization Program**

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Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to **the Town of Warrenton**, ( the “Recipient” and collectively with DOC, the “Parties”), Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient’s compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect. The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. **Definitions.** Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.
  - (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.
  - (b) Recipient means the **Town of Warrenton**, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
  - (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.
  - (d) “Assistance” or “Grant” means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of **\$750,000** except as modified.
  - (e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is



described in the Recipient's approved application, as may be modified.

- (f) The date for receiving the grant means the date of the REDD Director's signature on the Grant Agreement and Funding Approval.
2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the Rural Economic Development Division (REDD) Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.
3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq*), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC's CDBG Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient's own approved CDBG application to DOC, as may be amended with DOC approval.

4. Obligations of Recipient with Respect to Certain Third Party Relationships. Recipient is responsible to **DOC** for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient's contract with the third party must require the third party to comply with this Agreement, all applicable laws, rules, regulations and requirements, including but not limited

to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered into by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG program.
  
6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.

In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.
8. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 (“Recordkeeping”), 24 C.F.R. 570.490 (“Recordkeeping Requirements”), 24 C.F.R. § 570.506 (“Records to be maintained”) and 24 C.F.R. § 85.42 (“Retention and Access Requirements for Records”) as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.
9. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
10. Release of Personal, Financial and Identifying Information. To ensure and document compliance with CDBG income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to any and all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC’s

request. This obligation includes, but is not limited to, the personal, financial and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

11. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged **cash** contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**
12. Expenditure of Non-CDBG Funds. The recipient must ensure that non-CDBG funds are expended along with CDBG funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.
13. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred.
14. Fair Housing. Recipients of CDBG funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. Recipients with 10,000 persons or more will be required to complete an Analysis to Impediments to Fair Housing Choice Study. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in REDD Bulletin 93-4 and the CDBG Implementation Notebook.
15. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance and complaint tracking.
16. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG assisted project are identified and made available to low-income residents within the CDBG assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

17. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG assisted project.
18. Environmental Review. Recipients of CDBG funds are required to complete the document entitled “Environmental Review Procedures for the CDBG Program.” Once the Environmental Review Record (ERR) is received, REDD will review for completeness and submit selected CDBG ERRs if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until REDD issues an environmental clearance.
19. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.
20. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the “Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments” (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.
21.
  - a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).
  - b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines and procedures, including those set forth in Office of Management and 2 C.F.R. Part 225 (“Cost Principles for State and Local Governments”).

In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and

governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

22. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-R programs, including but not limited to the rules set forth in 4 N.C.A.C. 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
- a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
  - b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
  - c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
  - d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

23. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):
- a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
  - b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.

- c. Americans with Disabilities Act [“ADA”] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
- d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.

24. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.
24. Obligation of Recipient With Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low or moderate income person by the time close-out occurs.
25. Utility Assessments or Fees: Assessments or fees to recover the CDBG funded portion of a utility project may be charged to properties not owned and occupied by low and moderate income persons. Such assessments are program income and, as such, must be used for eligible CDBG activities that meet a CDBG national objective.
26. False or Misleading Information. Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD’s Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.
27. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris Payne, Director, Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division [“REDD”] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to “contracts, disputes, protests, and/or claims arising out of or relating to the implementation of the [CDBG].” This includes actions arising out of or related to this Agreement or the Program.
28. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient’s dispute resolution procedure shall

provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

29. Schedules

- (a) Schedule for Release of Conditions and Completion Activities. **The Recipient must satisfy all Funding Approval Conditions to release CDBG funds within 3 months (6/30/20) from the date the Grant Agreement and Funding Approval were signed by the REDD Director.** The recipient must draw down all CDBG funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities implementation schedule in the application as modified by the Performance Based Contract.
- (b) **The Recipient must obligate all funds within 27 months (6/30/2022) from the date the Grant Agreement and Funding Approval are signed by REDD Director.**
- (c) **All funds are to be expended within 30 months (9/30/2022) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.**
- (d) **All closeout documents must be returned to REDD by 12/30/2022)**
- (e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:
- **Environmental – 4 months (7/30/20)**
  - **Equal Employment and Procurement Plan – 4 months (7/30/20)**
  - **Fair Housing Plan – 4 months (7/30/20)**
  - **Section 3 Plan – 4 months (7/30/20)**
  - **Section 504 Plan – 4 months (7/30/20)**
  - **Language Access Plan – 4 months (7/30/20)**
  - **Analysis of Impediments- 4 months (7/30/20)**
  - **Request for Release of Funds – 5 months (9/30/20)**
- (f) Timely Draw down of Funds. Recipient is expected make timely drawdowns so that funds are expended in a timely manner.

30. Quarterly Progress Report. Per Bulletin 09-1, Recipient shall ensure that a quarterly progress report that reflects approved CDBG program activity progress and CDBG financial status is presented to Recipient's elected board and a copy of that report, endorsed by the Chief Elected Official or the county/city/town manager will be provided to DOC not later than the tenth (10<sup>th</sup>) day of the month following the ending month of the reporting period.

31. Performance Measures

The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.




- (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.
- (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Secretary of the Department of Commerce

Date: 3/30/2020

By:   
 Kenny Flowers  
 Assistant Secretary  
 Rural Economic Development Division

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

The Town of Warrenton  
 Name of Recipient

By: \_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 (Title)



ROY COOPER  
Governor

ANTHONY M. COPELAND  
Secretary

KENNY FLOWERS  
Assistant Secretary

April 13, 2020

The Honorable Walter M. Gardner, Jr.  
Mayor  
Town of Warrenton  
PO Box 281  
Warrenton, NC 27589-0281

Re: Contract Agreement for Grant Number 2020-041-3201-2587; Your Signature and Reply is Requested  
Project Title: "Warrenton Animal Clinic, P.A"

Dear Mayor Gardner:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official - Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at [rgpreports@nccommerce.com](mailto:rgpreports@nccommerce.com). If you have any questions or if I can be of any assistance, please contact me at (919) 814-4671 or [nichole.gross@nccommerce.com](mailto:nichole.gross@nccommerce.com).

Sincerely,

Nichole M. Gross  
Grant Manager

Enclosure

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with the **Town of Warrenton** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **John Riggan** (the “Owner”) owns certain real property located at:

327 E Macon Street  
Warrenton, NC 27589

in **Warren** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
  - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
  - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment (“LBC”) in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
  - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
  - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs (“New Jobs”) to complete the Project as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality (“Waiver”), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit’s rights of access, review or monitoring and Commerce’s rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.

- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **12/12/2019** ("Effective Date") and shall terminate on **12/12/2021** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$50,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of

Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.
  - (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
  - (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.
6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.
7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.
8. Project Records.
  - (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary

- contributions or other revenue sources for this Project.
- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating

to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable



attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
  - (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
  - (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
  - (d). The Governmental Unit is solvent.
  - (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan

- funds.
- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the

Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. Special Provisions and Conditions.
- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
  - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
  - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
  - (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution

- without such approval.
- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce:   Attn: **Hazel Edmond**  
Program Manager  
North Carolina Department of Commerce  
Rural Economic Development Division  
301 North Wilmington Street  
4346 Mail Service Center  
Raleigh, North Carolina 27699-4346

If to the Governmental Unit:                    Attn: **The Honorable Walter M. Gardner, Jr.**  
Mayor  
Town of Warrenton  
PO Box 281  
Warrenton, NC 27589-0281

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

**Town of Warrenton**

Signature: \_\_\_\_\_ [SEAL]

Printed Name: \_\_\_\_\_

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

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

**North Carolina Department of Commerce**

Signature: \_\_\_\_\_ [SEAL]



Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 4/13/2020

Town of Warrenton  
Warrenton Animal Clinic, P.A

**EXHIBIT A  
SCOPE OF PROJECT**

Summary: The project will support the reuse of a 4,480 SF building located at 327 East Macon Street. The building was constructed in 1979 and has been vacant for five years. Warrenton Animal Clinic, P.A. is a veterinary practice that has served Warrenton for over 20 years. The proposed project will allow the clinic to relocate into a larger space.

**EXHIBIT B  
PAYMENT SCHEDULE**

**Eligible Expenditures:**

**Vacant Building Category:** within the existing building footprint

**Existing Business Building Category:** within the existing building and/or additions

**Rural Health Care Category:** within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

**Reimbursement Requirements:**

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Evidence that the 5% local government match has been satisfied (first payment request),
3. Copies of eligible project invoices that support the request amount,
4. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
5. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.



**EXHIBIT C  
REPORTING SCHEDULE**

Progress reports are due on January 15<sup>th</sup> and July 15<sup>th</sup> for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

**Failure to submit progress reports as required:**

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

**EXHIBIT D  
JOB VERIFICATION AND CLOSE OUT REQUIREMENTS**

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

**Job Verification**

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

**Grantees should submit the following as evidence of job creation and maintenance:**

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
  - NCUI 101 Forms should be submitted to Commerce.
  - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
  - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
  - The jobs created and the baseline must be maintained concurrently during the same six-month period.
  - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
  - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.nccommerce.com/rgp>. Email completed forms and reports to [rgpreports@nccommerce.com](mailto:rgpreports@nccommerce.com).

**Town of Warrenton** (the “Governmental Unit”) enters into this Loan Agreement and Legally Binding Commitment (the “LBC,” including the “Loan,” defined below with **John Riggan** (the “Owner” and, together with the Governmental Unit, the “Parties”).

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the “Rural Authority”) of the State of North Carolina (“State”) has awarded a grant (the “Grant”) to the Governmental Unit, and the North Carolina Department of Commerce (“Commerce”), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the “Grant Agreement”) between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

327 E Macon Street  
Warrenton, NC 27589

in **Warren** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. Third-Party Beneficiary. The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$50,000.00** (the “Loan”), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b). As conditions of receiving the Loan:
- i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
  - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
  - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **4** full-time jobs in North Carolina (“Baseline Number”) that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **10** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.
4. Changes in the Project or Other Conditions.
- (a). A “Project Change” is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **12/12/2019** (“Effective Date”) and shall terminate **12/12/2021** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the “Termination Date”) or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
- (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into

- employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.
- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.
7. Project Records.
- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.
8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal

monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the

Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
  - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
  - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
  - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
  - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
  - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.

- (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.
  - (h). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
  - (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
  - (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
  - d). Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the



circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
  - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$5,000** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
  - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
  - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.

- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
- (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
- (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
- (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:                      Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Owner:    Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

**Governmental Unit Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

Printed Name: \_\_\_\_\_

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

**Owner Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

Printed Name: \_\_\_\_\_

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

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2020-041-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender the **Town of Warrenton** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$50,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

327 E Macon Street  
Warrenton, NC 27589

in **Warren** County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31<sup>st</sup> day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: \_\_\_\_\_ , 20 \_\_\_\_\_

If by Individual: \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

Printed Name: \_\_\_\_\_

Dated as of: \_\_\_\_\_ , 20 \_\_\_\_\_

If by Entity: \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

Printed Name: \_\_\_\_\_

Limited Waiver of Confidentiality  
Unemployment Tax and Wage Records  
**BUILDING REUSE PROGRAM**

**EXHIBIT G**

2020-041-3201-2587

Name of Taxpayer \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

NC Unemployment Insurance Acct #: \_\_\_\_\_ Fed Tax ID #: \_\_\_\_\_

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to the **Town of Warrenton** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

\_\_\_\_\_  
Signature Chief Financial Officer or Other Authorized Company Official

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **John Riggan**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

- The Governmental Unit will secure the funds with a Deed of Trust listing the **Town of Warrenton** as the beneficiary in the amount of **\$50,000.00**.
  
- The **Town of Warrenton** (“Governmental Unit”) has elected NOT to secure with a deed of trust on the subject property the **\$50,000.00** in grant funds awarded by the North Carolina Department of Commerce (“Commerce”) for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner’s failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

---

Please fill in the box below:

Governmental Unit Name:	<b><u>Town of Warrenton</u></b> _____
By (Signature):	_____
Printed Name:	_____
Title:	_____
Date:	_____



Walter M. Gardner, Jr. – Mayor  
 Robert F. Davie, Jr. – Town Administrator

P.O. Box 281  
 Warrenton, NC 27589-0281  
 (252) 257-1122 Fax (252) 257-9219  
[www.warrenton.nc.gov](http://www.warrenton.nc.gov)

Proposed Budget for Warrenton Dog Park	Architect	Alternative
Deconstruction	\$ 28,389	\$ 28,389
Timberform equipment	\$ 5,500	\$ 500
Grading and Prep for Parking	\$ 5,000	\$ 5,000
Parking area construction	\$ 8,800	\$ 5,000
Buffer Shrubs installed	\$ 5,000	\$ 1,000
Trees installed	\$ 1,500	\$ 250
H/C pad installed	\$ 2,600	\$ 2,600
Signage	\$ 800	\$ 400
Rules signage	\$ 800	\$ 400
Dog Park fence	\$ 6,000	\$ 6,000
Dog toys/obstacles	\$ 5,000	\$ 1,000
Grading and seeding of park	\$ 3,000	\$ 1,000
Trail Construction	\$ 2,000	\$ 2,000
Trail signage	\$ 500	
Design and Management Fee	\$ 5,000	\$ 3,144
5% Contingency	\$ 2,575	\$ 1,000
Legal Fees	\$ 500	\$ 500
<b>Total</b>	<b>\$ 82,964</b>	<b>\$ 58,183</b>
Land Acquisition/Town Match	\$ 40,575	

Notes:

- Parking Lot: 7 bumpers, 6x6 border, 215 tons crush & run
- H/C pad Includes sidewalk to dog park
- Fencing: 620 linear feet, 4 ft gate, 8 ft maintenance gate
- Trail construction includes small tree grinder to create mulch path 4 ft wide



**SITECH**  
**CONSULTING, P.C.**

**LIMITED ASBESTOS INSPECTION**



**316 CHURCH STREET  
WARRENTON NC**

**SITECH PROJECT NUMBER 1910**

**PREPARED FOR:**

**TOWN OF WARRENTON  
133 S. MAIN STREET  
WARRENTON NC 27589**

**PREPARED BY:**

**SITECH CONSULTING, P.C.  
9000 BREELAND WAY  
RALEIGH, NC 27613**

**DATE PREPARED: April 15, 2020**

## **LIMITED ASBESTOS INSPECTION**

316 CHURCH STREET WARRENTON NC

A limited asbestos inspection was conducted by SITECH Consulting, P.C. (SITECH) on April 2, 2020 at 316 Church St in Warrenton, North Carolina. The inspection was conducted by Mr. Simon List; Mr. List is an accredited asbestos inspector in the State of North Carolina, license #11577.

The purpose of the inspection was to identify asbestos containing materials (ACM's) at the referenced project site. The asbestos inspection was limited to accessible areas only and did not include destructive sampling of hidden building materials. Where possible, we inspected the structure for secondary layers of interior and exterior building materials such as interior flooring materials and exterior siding materials. However, this inspection did not include exhaustive removal of all building materials to inspect secondary or tertiary layers. If a secondary or tertiary layer was encountered at our sample location, a sample was obtained and it was assumed to be throughout portions of the structure where the homogenous area was present.

### **GENERAL BUILDING INFORMATION**

According to Warren County tax records, the structure is a two story approximately 8,000 ft<sup>2</sup> structure built in 1900's. Tax information indicates the structure had a full basement. Based on information provided by the owner, via Town personnel and our inspection, the building does not have a basement and is approximately 3,800+/- square feet.

During our inspection we observed the building to be in extremely poor condition. Several areas of the building were dilapidated and collapsed. The exterior roof is metal over a wood base. We did not access the roof due to safety concerns of the structural integrity. Supporting photographs are attached herein.

The exterior of the building is transite (asbestos). There were holes in the floors, ceiling and the roof. Interior staircases were rotten and in places risers were missing and stair bannisters had fallen. There was a former sunroom on the north side of the structure. It appears the building had been hit by a tree and the sunroom had collapsed in addition to portions of the north wall of the structure and which included the transite exterior. This building debris and transite is located on the north side of the exterior of the building.

The interior consists of a central stair case that rises on both sides of a foyer to a front (south facing) sitting room and then to a full second floor.

Both first and second floors had kitchens and it appeared that portions of the building had been converted for apartments or triplex use. The building was last occupied more than 20-years ago according to the Town and has remained vacant since that time.

Interior finishes consist of plaster walls, wooden floors over a wooden sub floor. Vinyl flooring in the kitchens. Cellulose ceiling tiles. There is no basement, rather a crawl space. Historically it appears the property was heated by coal and possibly oil. There is a chimney.

## **SAMPLE COLLECTION**

For the all samples, a thirty-four (34) bulk samples of suspect ACMs were collected at the project site including: floor materials, wall materials, ceiling materials, and miscellaneous materials. Bulk samples were collected using hammers, cold chisels, scrapers, and razor knives. Sampling utensils were cleaned between each sampling point to prevent cross contamination. Each sample was stored in a plastic zip lock bag and labeled with a unique field identification for transport to the laboratory. Building materials not sampled include wood, glass, brick, concrete, terrazzo, ceramic tile, metals of all types, PVC, fiberglass, and polybutylene and other plastic products.

## **LABORATORY ANALYSIS**

A total of forty-four (44) bulk samples were analyzed for asbestos by Carolina Environmental, Inc. using polarized light microscopy (PLM) per EPA-600-R-93-121 method. Additional samples were analyzed due to layering in some of the samples. Where practical, analysts used “positive stop” for multiple floor layers (i.e. if the first floor layer was ACM, then secondary flooring and mastics were not analyzed). Bulk samples were initially examined using a stereomicroscope at a magnification of 10X - 50X.

Suspect asbestos fibers were then mounted in the appropriate refractive index oils and observed using PLM. Following PLM examination, a determination was made regarding the type and percentage of asbestos present in each sample. Carolina Environmental, Inc. is NVLAP accredited for PLM analysis of asbestos bulk samples, accreditation #101768-0.

## **IDENTIFIED ASBESTOS CONTAINING MATERIALS**

Building materials containing greater than 1% asbestos are considered ACM according to current EPA regulations. ACMs have been identified as listed below:

**TABLE I: 316 CHURCH ST WARRENTON NC**

<b>IDENTIFIED ACM</b>	<b>LOCATION</b>	<b>AMOUNT</b>	<b>FRIABILITY</b>
Transite Siding	Exterior walls	5000 s.f.	Non-Friable
Building debris	Exterior north side of structure. Transite.	10 tons*	Non-Friable but damaged tiles mixed with debris

\*-Note the estimate of building debris includes wooden debris and transite tile and approximate and should be verified by abatement companies.

**REGULATIONS**

The primary Federal regulation regarding identified ACM is the EPA NESHAPS Revision 40 CFR Part 61. The EPA NESHAPS rule mandates that asbestos fibers be controlled when removing asbestos-containing materials from public buildings. The North Carolina Health Hazards Control Unit is the State Agency responsible for enforcement of the EPA NESHAPS regulations, telephone 919-707-5950.

**DISCUSSION**

For demolition (or burning) purposes, identified ACM materials listed in Table I should be considered ACM and handled in accordance with County, State, and Federal Rules. No immediate action is necessary; however, all State and Federal regulations must be followed during future abatement.

All abatement projects involving over 160 square feet of ACM must be permitted by North Carolina Department of Environmental, Health, and Natural Resources (NCDEHNR), Health Hazards Control Unit.

A listing of State licensed asbestos abatement contractors may be obtained from the NCDEHNR Health Hazards Control Unit, telephone 919-707-5950. There is a mandatory 10-day waiting period from the time the report is issued before a permit can be issued. If hidden or inaccessible materials are encountered during demolition and that were inaccessible during our inspection, these materials should be considered ACM unless tested otherwise. Questions regarding information contained in this report may be directed to SITECH at 919 215 5894.

**APPENDIX I**  
**LAB DATA REPORT**

April 10, 2020

SITECH Consulting, P.C.  
9000 Breeland Way  
Raleigh, NC 27613

**CLIENT PROJECT:** 316 Church St, Warrenton NC  
**CEI LAB CODE:** A204276

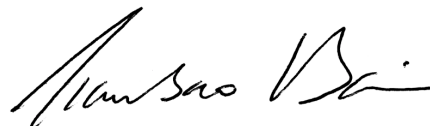
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on April 3, 2020. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH  
Laboratory Director





CEI

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# ASBESTOS ANALYTICAL REPORT

## By: Polarized Light Microscopy

Prepared for

**SITECH Consulting, P.C.**

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CLIENT PROJECT: 316 Church St, Warrenton NC

LAB CODE: A204276

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 04/10/20

TOTAL SAMPLES ANALYZED: 34

# SAMPLES >1% ASBESTOS: 3



CEI

# Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 316 Church St, Warrenton NC

LAB CODE: A204276

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
01		A68715	Gray	Siding	Chrysotile 15%
02		A68716	Gray	Siding	Chrysotile 15%
03		A68717	Gray	Siding	Chrysotile 15%
04	Layer 1	A68718	White	Plaster Skim Coat	None Detected
	Layer 2	A68718	Gray	Plaster Base Coat	None Detected
05	Layer 1	A68719	White	Plaster Skim Coat	None Detected
	Layer 2	A68719	Gray	Plaster Base Coat	None Detected
06	Layer 1	A68720	White	Plaster Skim Coat	None Detected
	Layer 2	A68720	Gray	Plaster Base Coat	None Detected
07		A68721	White	Wallboard	None Detected
08		A68722	White	Wallboard	None Detected
09		A68723	Gray	Plaster	None Detected
10		A68724	Red,White	Vft	None Detected
11		A68725	Red,White	Vft	None Detected
12	Layer 1	A68726	Yellow	Flooring	None Detected
	Layer 2	A68726	Black	Felt Paper	None Detected
13	Layer 1	A68727	Yellow	Flooring	None Detected
	Layer 2	A68727	Black	Felt Paper	None Detected
14		A68728	Brown	Ceiling Tile	None Detected
15		A68729	Brown	Ceiling Tile	None Detected
16	Layer 1	A68730A	Red	Vft	None Detected
	Layer 2	A68730A	Black	Felt Paper	None Detected
		A68730B	Brown	Mastic	None Detected
17	Layer 1	A68731A	Red	Vft	None Detected
	Layer 2	A68731A	Black	Felt Paper	None Detected
		A68731B	Brown	Mastic	None Detected
18		A68732	Tan	Plaster	None Detected
19		A68733	Tan	Plaster	None Detected
20		A68734	White	Plaster	None Detected
21		A68735	White	Plaster	None Detected
22	Layer 1	A68736	White	Plaster Skim Coat	None Detected



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# Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 316 Church St, Warrenton NC

LAB CODE: A204276

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
	Layer 2	A68736	Tan	Plaster Base Coat	None Detected
23		A68737	Off-white	Insulation	None Detected
24		A68738	Off-white	Insulation	None Detected
25	Layer 1	A68739	Red	Vft	None Detected
	Layer 2	A68739	Black	Felt Paper	None Detected
26	Layer 1	A68740	Red	Vft	None Detected
	Layer 2	A68740	Black	Felt Paper	None Detected
27		A68741	White	Plaster	None Detected
28		A68742	White	Plaster	None Detected
29		A68743	White	Window Putty	None Detected
30		A68744	White	Window Putty	None Detected
31		A68745	White	Window Putty	None Detected
32		A68746	Brown	Insulation	None Detected
33		A68747	Brown	Insulation	None Detected
34		A68748	Brown	Insulation	None Detected

# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** SITECH Consulting, P.C.  
 9000 Breeland Way  
 Raleigh, NC 27613

**Lab Code:** A204276  
**Date Received:** 04-03-20  
**Date Analyzed:** 04-10-20  
**Date Reported:** 04-10-20

**Project:** 316 Church St, Warrenton NC

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
<b>01</b> A68715	Siding	Heterogeneous		80%	Binder	<b>15% Chrysotile</b>	
		Gray		5%	Paint		
		Fibrous					
		Bound					
<b>02</b> A68716	Siding	Heterogeneous		80%	Binder	<b>15% Chrysotile</b>	
		Gray		5%	Paint		
		Fibrous					
		Bound					
<b>03</b> A68717	Siding	Heterogeneous		80%	Binder	<b>15% Chrysotile</b>	
		Gray		5%	Paint		
		Fibrous					
		Bound					
<b>04</b> Layer 1 A68718	Plaster Skim Coat	Heterogeneous		95%	Binder	None Detected	
		White		5%	Paint		
		Non-fibrous					
Layer 2 A68718	Plaster Base Coat	Heterogeneous	5%	Cellulose	85%	Binder	None Detected
		Gray			10%	Silicates	
		Fibrous					
		Bound					
<b>05</b> Layer 1 A68719	Plaster Skim Coat	Heterogeneous		95%	Binder	None Detected	
		White		5%	Paint		
		Non-fibrous					
Layer 2 A68719	Plaster Base Coat	Heterogeneous	5%	Cellulose	85%	Binder	None Detected
		Gray			10%	Silicates	
		Fibrous					
		Bound					

# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** SITECH Consulting, P.C.  
 9000 Breeland Way  
 Raleigh, NC 27613

**Lab Code:** A204276  
**Date Received:** 04-03-20  
**Date Analyzed:** 04-10-20  
**Date Reported:** 04-10-20

**Project:** 316 Church St, Warrenton NC

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
<b>06</b> Layer 1 A68720	Plaster Skim Coat	Heterogeneous			95%	Binder	None Detected
		White Non-fibrous Bound			5%	Paint	
Layer 2 A68720	Plaster Base Coat	Heterogeneous	5%	Cellulose	85%	Binder	None Detected
		Gray Fibrous Bound			10%	Silicates	
<b>07</b> A68721	Wallboard	Heterogeneous	20%	Cellulose	80%	Gypsum	None Detected
		White Fibrous Bound					
<b>08</b> A68722	Wallboard	Heterogeneous	20%	Cellulose	80%	Gypsum	None Detected
		White Fibrous Bound					
<b>09</b> A68723	Plaster	Heterogeneous	5%	Cellulose	85%	Binder	None Detected
		Gray Fibrous Bound			10%	Silicates	
<b>10</b> A68724	Vft	Homogeneous	60%	Fiberglass	10%	Vinyl	None Detected
		Red,White Fibrous Bound			30%	Tar	
<b>11</b> A68725	Vft	Homogeneous	60%	Fiberglass	10%	Vinyl	None Detected
		Red,White Fibrous Bound			30%	Tar	



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# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** SITECH Consulting, P.C.  
9000 Breeland Way  
Raleigh, NC 27613

**Lab Code:** A204276  
**Date Received:** 04-03-20  
**Date Analyzed:** 04-10-20  
**Date Reported:** 04-10-20

**Project:** 316 Church St, Warrenton NC

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
<b>12</b> Layer 1 A68726	Flooring	Homogeneous Yellow Non-fibrous Bound			100%	Vinyl	None Detected
	Layer 2 A68726	Felt Paper	Homogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar None Detected
<b>13</b> Layer 1 A68727	Flooring	Homogeneous Yellow Non-fibrous Bound			100%	Vinyl	None Detected
	Layer 2 A68727	Felt Paper	Homogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar None Detected
<b>14</b> A68728	Ceiling Tile	Heterogeneous Brown Fibrous Bound	95%	Cellulose	5%	Paint	None Detected
<b>15</b> A68729	Ceiling Tile	Heterogeneous Brown Fibrous Bound	95%	Cellulose	5%	Paint	None Detected
<b>16</b> Layer 1 A68730A	Vft	Heterogeneous Red Fibrous Bound	10%	Cellulose	90%	Vinyl	None Detected

# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** SITECH Consulting, P.C.  
 9000 Breeland Way  
 Raleigh, NC 27613

**Lab Code:** A204276  
**Date Received:** 04-03-20  
**Date Analyzed:** 04-10-20  
**Date Reported:** 04-10-20

**Project:** 316 Church St, Warrenton NC

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
Layer 2 A68730A	Felt Paper	Heterogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
A68730B	Mastic	Homogeneous Brown Non-fibrous Bound	<1%	Cellulose	100%	Mastic	None Detected
<b>17</b> Layer 1 A68731A	Vft	Heterogeneous Red Fibrous Bound	10%	Cellulose	90%	Vinyl	None Detected
Layer 2 A68731A	Felt Paper	Heterogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
A68731B	Mastic	Homogeneous Brown Non-fibrous Bound	<1%	Cellulose	100%	Mastic	None Detected
<b>18</b> A68732	Plaster	Heterogeneous Tan Fibrous Bound	5%	Cellulose	75% 20%	Binder Silicates	None Detected
<b>19</b> A68733	Plaster	Heterogeneous Tan Fibrous Bound	5%	Cellulose	75% 20%	Binder Silicates	None Detected

# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** SITECH Consulting, P.C.  
 9000 Breeland Way  
 Raleigh, NC 27613

**Lab Code:** A204276  
**Date Received:** 04-03-20  
**Date Analyzed:** 04-10-20  
**Date Reported:** 04-10-20

**Project:** 316 Church St, Warrenton NC

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
20 A68734	Plaster	Heterogeneous	10%	Cellulose	85%	Binder	None Detected
		White Fibrous Bound			5%	Paint	
Lab Notes: Sample appears to be plaster, no tile or mastic present.							
21 A68735	Plaster	Heterogeneous	10%	Cellulose	85%	Binder	None Detected
		White Fibrous Bound			5%	Paint	
Lab Notes: Sample appears to be plaster, no tile or mastic present.							
22 Layer 1 A68736	Plaster Skim Coat	Heterogeneous			95%	Binder	None Detected
		White Non-fibrous Bound			5%	Paint	
Layer 2 A68736	Plaster Base Coat	Heterogeneous	5%	Cellulose	75%	Binder	None Detected
		Tan Fibrous Bound			20%	Silicates	
23 A68737	Insulation	Homogeneous	100%	Cellulose			None Detected
		Off-white Fibrous Loosely Bound					
24 A68738	Insulation	Homogeneous	100%	Cellulose			None Detected
		Off-white Fibrous Loosely Bound					
25 Layer 1 A68739	Vft	Homogeneous	10%	Cellulose	90%	Vinyl	None Detected
		Red Fibrous Tightly Bound					



# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** SITECH Consulting, P.C.  
 9000 Breeland Way  
 Raleigh, NC 27613

**Lab Code:** A204276  
**Date Received:** 04-03-20  
**Date Analyzed:** 04-10-20  
**Date Reported:** 04-10-20

**Project:** 316 Church St, Warrenton NC

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
Layer 2 A68739	Felt Paper	Homogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
<b>26</b> Layer 1 A68740	Vft	Homogeneous Red Fibrous Tightly Bound	10%	Cellulose	90%	Vinyl	None Detected
Layer 2 A68740	Felt Paper	Homogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
<b>27</b> A68741	Plaster	Heterogeneous White Non-fibrous Bound			95%	Binder	None Detected
					5%	Paint	
<b>28</b> A68742	Plaster	Heterogeneous White Non-fibrous Bound			95%	Binder	None Detected
					5%	Paint	
<b>29</b> A68743	Window Putty	Homogeneous White Non-fibrous Bound			100%	Binder	None Detected
<b>30</b> A68744	Window Putty	Homogeneous White Non-fibrous Bound			100%	Binder	None Detected

# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

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 9000 Breeland Way  
 Raleigh, NC 27613

**Lab Code:** A204276  
**Date Received:** 04-03-20  
**Date Analyzed:** 04-10-20  
**Date Reported:** 04-10-20

**Project:** 316 Church St, Warrenton NC

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
<b>31</b> A68745	Window Putty	Homogeneous White Non-fibrous Bound	100%	Binder			None Detected
<b>32</b> A68746	Insulation	Heterogeneous Brown Fibrous Bound	20%	Cellulose	80%	Binder	None Detected
<b>33</b> A68747	Insulation	Heterogeneous Brown Fibrous Bound	20%	Cellulose	80%	Binder	None Detected
<b>34</b> A68748	Insulation	Heterogeneous Brown Fibrous Bound	20%	Cellulose	80%	Binder	None Detected

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**LEGEND:**    Non-Anth        = Non-Asbestiform Anthophyllite  
                 Non-Trem        = Non-Asbestiform Tremolite  
                 Calc Carb        = Calcium Carbonate

---

**METHOD:** EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

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**REPORTING LIMIT:** <1% by visual estimation

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**REPORTING LIMIT FOR POINT COUNTS:** 0.25% by 400 Points or 0.1% by 1,000 Points

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**REGULATORY LIMIT:** >1% by weight

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Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*


This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

**ANALYST:** \_\_\_\_\_

  
Cassidy Ploch

**APPROVED BY:** \_\_\_\_\_

  
Tianbao Bai, Ph.D., CIH  
Laboratory Director



CEI

# CHAIN OF CUSTODY

730 SE Maynard Road, Cary, NC 27511  
 Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:	
ECEI Lab Code:	A704276 (34)
ECEI Lab I.D. Range:	A68715 - A68748

COMPANY INFORMATION	PROJECT INFORMATION
ECEI CLIENT #:	Job Contact:
Company: SITECH PC	Email / Tel: slisht@sitechenv.com
Address: 9000 BROWARD WAY RAL NC 27613	Project Name: 316 CHURCH ST WARRENTON NC
Email: slisht@sitechenv.com	Project ID#:
Tel: 919 215 5894 Fax:	PO #:
STATE SAMPLES COLLECTED IN:	

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600/R-93/116	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PLM POINT COUNT (400)	EPA 600/R-93/116	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600/R-93/116	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600/R-93/116	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR*	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR (PCME)	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD / EPA 600/R-93/116 Sec. 2.5.5.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-19	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09 (2014)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM QUALITATIVE	IN-HOUSE METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*Blanks should be taken from the same sample lot as field samples.

REMARKS / SPECIAL INSTRUCTIONS:		<input checked="" type="checkbox"/> Accept Samples	
		<input type="checkbox"/> Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time
	4/12/20		4/13/20 9:20 9:30

By submitting samples, you are agreeing to ECEI's Terms and Conditions.  
 Samples will be disposed of 30 days after analysis

A204 276

COMPANY CONTACT INFORMATION	
Company: <b>SITECH</b>	Job Contact:
Project Name: <b>316 CHURCH ST WARREN</b>	
Project ID #:	Tel:

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
01	EXT SIDING SOUTH	5000	<input type="checkbox"/>	<input type="checkbox"/>
02	EXT SIDING WEST		<input type="checkbox"/>	<input type="checkbox"/>
03	EXT SIDING EAST	↓	<input type="checkbox"/>	<input type="checkbox"/>
04	1ST FLOOR WEST BR w/pskr		<input type="checkbox"/>	<input type="checkbox"/>
05	1ST FLOOR " " "		<input type="checkbox"/>	<input type="checkbox"/>
06	1ST FLOOR E. BR w/pskr.		<input type="checkbox"/>	<input type="checkbox"/>
07	1FE. Kitchen w/brd.		<input type="checkbox"/>	<input type="checkbox"/>
08	"		<input type="checkbox"/>	<input type="checkbox"/>
09	1ST FLOOR E BR w/pskr.		<input type="checkbox"/>	<input type="checkbox"/>
10	1ST FLOOR RED WHITE CHECK VFT		<input type="checkbox"/>	<input type="checkbox"/>
	100 PANTRY		<input type="checkbox"/>	<input type="checkbox"/>
11	"		<input type="checkbox"/>	<input type="checkbox"/>
12	PANTRY LAYOL 2 1ST FLOOR E		<input type="checkbox"/>	<input type="checkbox"/>
13	"		<input type="checkbox"/>	<input type="checkbox"/>
14	1ST-2ND FRONT Rm 1x1 CT 300		<input type="checkbox"/>	<input type="checkbox"/>
15	1ST-2ND 1x1 CT 300		<input type="checkbox"/>	<input type="checkbox"/>
16	2ND FLOOR W Kitchen Red VFT		<input type="checkbox"/>	<input type="checkbox"/>
	300		<input type="checkbox"/>	<input type="checkbox"/>
17	"		<input type="checkbox"/>	<input type="checkbox"/>
18	2F Kitchen west w/pskr		<input type="checkbox"/>	<input type="checkbox"/>
19	"		<input type="checkbox"/>	<input type="checkbox"/>
20	2F Kitchen wall tile + mastic		<input type="checkbox"/>	<input type="checkbox"/>
21	"		<input type="checkbox"/>	<input type="checkbox"/>
22	2F Kitchen w/pskr		<input type="checkbox"/>	<input type="checkbox"/>
23	2F Kitchen wall insulation		<input type="checkbox"/>	<input type="checkbox"/>
24	"		<input type="checkbox"/>	<input type="checkbox"/>
25	2F Kitchen VFT E	200	<input type="checkbox"/>	<input type="checkbox"/>
26	"		<input type="checkbox"/>	<input type="checkbox"/>



# SAMPLING FORM

CEI

AW4276

COMPANY CONTACT INFORMATION	
Company: <b>SITECH PC</b>	Job Contact:
Project Name: <b>316 CHURCH ST</b>	
Project ID #: <b>WARRINGTON NC</b>	Tel:

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST			
			PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
27	2F MBR W W/psk	500	PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
28	2F MBR E W/psk	500	PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
29	1F Window putty		PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
30	2F Window putty		PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
31	2F Window putty		PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
32	2F ATTIC Insulation		PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
33	2F Attic Ins.		PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
34	2F Attic Ins.		PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
			PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
			PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
			PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
			PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
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			PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
			PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>
			PLM	<input type="checkbox"/>	TEM	<input type="checkbox"/>

**APPENDIX II**

**PHOTOS**

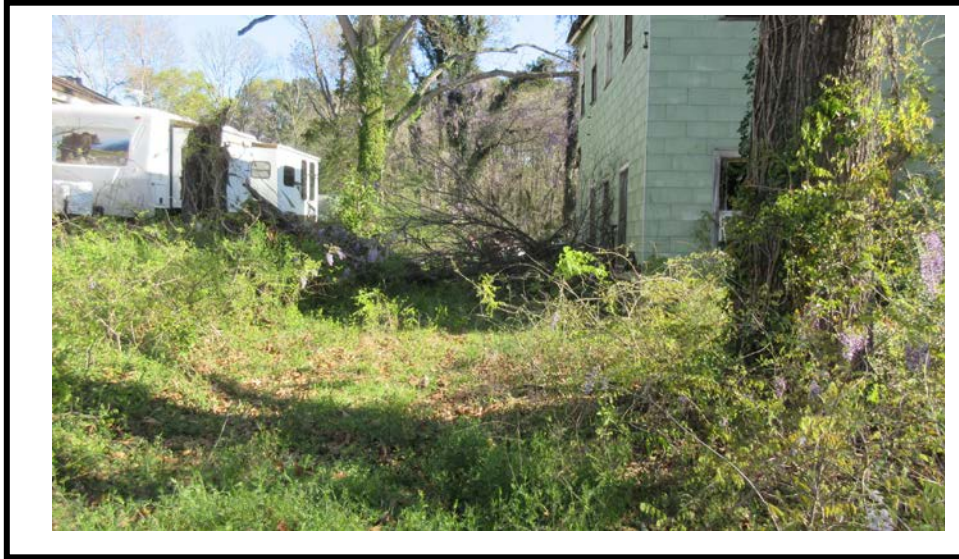


**Photograph 1:**  
A view of the building viewed to the north. Exterior green siding is transite and ACM.

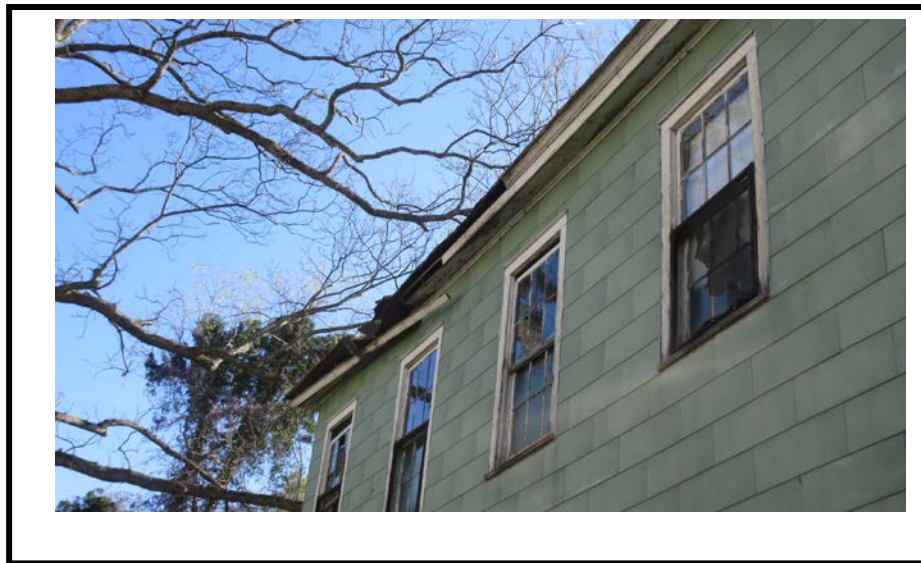


**Photograph 2:**  
A view of the building viewed to the northeast.





**Photograph 3:**  
A view of the west portion of the building.



**Photograph 4:**  
A view the roof.



**Photograph 5:**

A view of the north side of the building and former porch and debris pile containing transite.



**Photograph 6:**

A view of the interior ground floor of the structure and dual staircase, viewed to the south to the main entrance door.



**Photograph 7:**  
A view of the wood flooring, ground floor east.



**Photograph 8:**  
A view of the wooden roof joists.



**Photograph 9:**  
A view of interior VFT flooring and partially collapsed floor in the bathroom on the ground floor east.



**Photograph 10:**  
A view of the collapsed floor in the hall on the ground floor north side.



**Photograph 11:**  
A view of the interior of the great room west side ground floor.



**Photograph 12:**  
A view the roof and ceiling insulation.



**Photograph 13:**  
A view of interior ceiling second floor east side.



**Photograph 14:**  
A view of the interior second floor east side.



**Photograph 15:**  
A view of the second floor west.



**Photograph 16:**  
A view of the crawlspace.



Walter M. Gardner, Jr. – Mayor  
Robert F. Davie, Jr. – Town Administrator

P.O. Box 281  
Warrenton, NC 27589-0281  
(252) 257-1122 Fax (252) 257-9219  
[www.warrenton.nc.gov](http://www.warrenton.nc.gov)

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### **Title VI Nondiscrimination Policy Statement**

It is the policy of the Town of Warrenton (Town) to ensure that no person shall, on the ground of race, color, national origin, limited English Proficiency, income-level, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Town program or activity, including, where applicable, religion, as provided by Title VI of the Civil Rights Act of 1964, United States Department of Transportation (DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) Part 21, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities.

The following practices are hereby prohibited throughout Town to comply, at a minimum, with Title VI and related requirements:

- Denying to an individual any standard service, financial aid, or other program benefit without good cause;
- Providing any service, financial aid, or other benefit to a person which is distinct in quantity or quality, or is provided in a different manner, from that provided to others under the program;
- Subjecting a person to segregation or separate treatment in any part of a program;
- Restrictions in the enjoyment of any advantages, privileges, or other benefits enjoyed by others;
- Methods of Administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
- Different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual or other integral activities;
- Acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing;
- Discrimination in any employment resulting from a program, the primary purpose of which is to provide employment.

To assure that appropriate program measures are implemented and monitored, Robert Davie, Town Administrator, has been designated by the Board of Commissioners as Warrenton's Title VI Coordinator; 252-257-1122; [townadministrator@warrenton.nc.gov](mailto:townadministrator@warrenton.nc.gov).

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Walter M. Gardner, Jr., Mayor

---

Robert R. Davie, Jr., Town Administrator





Walter M. Gardner, Jr. – Mayor  
Robert F. Davie, Jr. – Town Administrator

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## Appointment of Deputy Finance Officer

The Board of Commissioners resolves to appoint Tracy Stevenson as deputy finance officer to perform duties related to the obligation and disbursement of public funds, signing of pre audit stamps and approving of Purchase Orders, in the absence of the finance officer.

Adopted on April 13, 2020 by a vote of \_\_\_\_\_.

The deputy finance officer may be held legally liable for failing to comply with the applicable law.

---

Mayor Walter M. Gardner, Jr.



Walter M. Gardner, Jr. – Mayor  
Robert F. Davie, Jr. – Town Administrator

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## **Remote Participation Policy for meetings of the Warrenton Board of Commissioners**

Members of the Board of Commissioners may participate in official meetings remotely by electronic means. The following rules apply:

1. A board member desiring to participate in a meeting remotely must have just cause. Examples would be personal illness or disability, employment constraints or family emergency. Remote participation will not be allowed solely for the convenience of the board member or merely to avoid attending one or more particular meetings.
2. A board member wishing to participate remotely must notify the Town Administrator or the Mayor in advance of the meeting unless if deemed appropriate by the Mayor or Administrator, the entire board may meet remotely with a quorum.
3. Remote participation will not be allowed during the following:
  - a. Quasi-judicial hearings
  - b. Closed sessions
4. At the start of the official meeting, the Mayor shall announce that the board member is participating remotely. The board member will identify him or herself so as to be heard by the other participants. Care must be taken to ensure the board members' comments can be captured in the minutes.
5. The board member shall be allowed to participate in all discussions and be able to vote. Roll call votes will be taken.
6. A board member that initially participates remotely is considered to be present, the presumption is that he or she would be entitled to vote although at the time of roll call does not respond, following the voting statute for city governing boards, a person is presumed to vote "yes" if he or she is present by remote means and has not been excused from voting. That person is not considered present if the connection is lost unintentionally, due to technical problems.

7. The board member or members shall be provided with all documents to be considered prior to the meeting, but additional documents may be provided to those attending the meeting in person.
8. Acceptable means of remote participation include telephone, Internet, or satellite-enabled audio or video conferencing, or any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another. Text messaging, instant messaging, email, and web chat without audio are not acceptable means of remote participation.
9. The Mayor or Administrator may decide how to address technical difficulties that arise when utilizing remote participation, but whenever possible, the chair should suspend discussion while reasonable efforts are made to correct any problem that interferes with a remote participant's ability to hear or be heard clearly by all persons present at the meeting location. If, however, the technical difficulties distract from or impede the orderly progress of the meeting, a majority of the Commissioners may vote to end the remote participation as long as a quorum is maintained.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Walter M. Gardner, Jr., Mayor  
Town of Warrenton

\_\_\_\_\_  
Robert Davie, Jr., Administrator/Clerk

# TOWN OF WARRENTON

"Historically Great - Progressively Strong"

P. O. Box 281

Warrenton, NC 27589-0281

PHONE (252) 257-3315 FAX (252) 257-9219

www.warrenton.nc.gov

## STATEMENT OF INTEREST TO SERVE

If you are a Town of Warrenton or Warren County resident and would like to be appointed or volunteer your time and expertise to your community, please complete and return to:

Warrenton Board of Commissioners

c/o Town Administrator

P O Box 281

Warrenton, NC 27589

Please list in order of preference the Boards and Commissions for which you would be willing to serve:

1. Museum Board of Directors
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Your full name: Jonas Milo Alston

Date of Birth: 9-7-59 Sex M Race Blk

Mailing Street Address: 414 Willis Pinnell Rd.

City and Zip Code North Carolina 27563

Home Phone 252-2331 Work Phone \_\_\_\_\_ Cell Phone 252-432-5925

Job Title Retired

Company or Agency \_\_\_\_\_

Email Address jonasmalston@gmail.com

Are you a full time resident of the Town of Warrenton  YES  NO

### Educational Background

Name of High School Attended John Graham High School

Name of College Attended North Carolina Central University

Degree Received Bachelor of Arts

Please list any military experience and rank when discharged N/A

If you are presently serving or have previously served as an elected or appointed official, please explain: \_\_\_\_\_

Previously appointed as a Magistrate.

Please list all past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications. *Please feel free to attach a resume if so desired.*

Work Experience \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Volunteer Experience Town of Warrenton Volunteer Fire Department, FUGW Board of Directors, Volunteer Coach Warren Co. recreation Department, Warren County Board Parks & Recreation.

How did you become aware of Town of Warrenton volunteer or appointment opportunities? (Please circle appropriate response)

Newspaper      Current Town of Warrenton Volunteer      Web Site      Staff      Other

If other, please explain Town Administrator

I affirm that the above statements are true and if appointed, I will serve to the best of my ability.

Signature Donna Mito Aletor

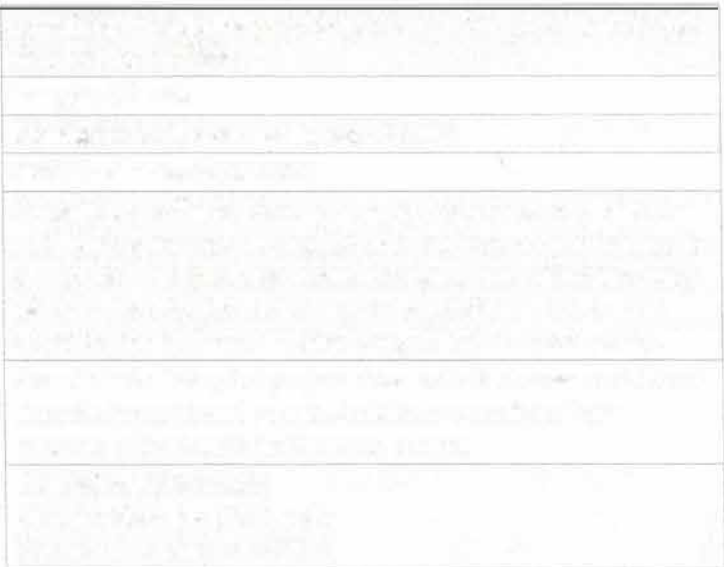
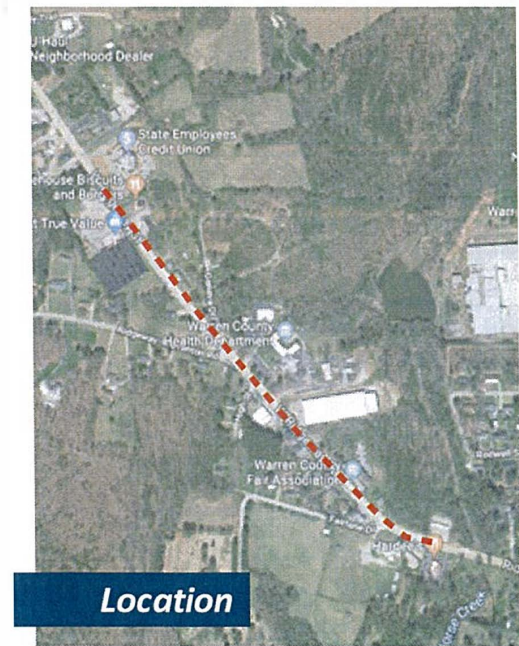
Date 13-9-20

**FOR CONCEPTUAL USE ONLY**

**FIGURE #21**

### Project #33: W Ridgeway Street Road Diet

This project is the reconfiguration of the existing 4-lane section of W Ridgeway Street (US 401) from the Town Limits to 300' west of Harris Street. The conversion to a 2-lane roadway with a center two-way left turn lane and on-street buffered bicycle lanes extends the bicycle network, supports the North Line Trace State Bicycle Route 4, provides motorists safer access to homes and businesses, reduces roadway speeds within the Town, and is compatible with traffic volumes. The extension of the sidewalk to the Town limit is a separate project (#32).



**Location**



Walter M. Gardner, Jr. – Mayor  
Robert F. Davie, Jr. – Town Administrator

P.O. Box 281  
Warrenton, NC 27589-0281  
(252) 257-1122 Fax (252) 257-9219  
[www.warrenton.nc.gov](http://www.warrenton.nc.gov)

---

April 7, 2020

**Re: Restriping of Ridgeway Street**

Dear Resident / Property Owner:

The Town of Warrenton has recently developed and adopted a forward thinking Bicycle and Pedestrian Plan. (Full plan at [www.warrenton.nc.gov](http://www.warrenton.nc.gov)). Part of this Bi-Ped plan involves restriping the four-lane area of Ridgeway Street, restriping Ridgeway into two travel lanes and a middle turn lane, in the area that is currently four lanes.

The Town would like to solicit your input on this change and invite you to make public comments at the Board of Commissioners meeting on April 13<sup>th</sup> at 7:00 PM. The meeting will be held by conference call, in which you may dial in and ask questions and/or listen to discussion. The dial in information is:

Bridge number - 252-346-6052  
Participant PIN 1234

Public comments will ONLY be received at the beginning of the meeting. After the public comments time is concluded, no further comments or questions are appropriate or recognized.

You may also submit questions in advance via email to: [townadministrator@warrenton.nc.gov](mailto:townadministrator@warrenton.nc.gov). We look forward to your input.

Best regards,

Robert Davie  
Town Administrator

Walter Hurst – Chairman  
Staff Review

Planning Board  
Special Use Application

---

**PROPERTY ADDRESS: 218 E. Franklin Street**

**SUMMARY OF REQUEST: Airbnb**

**APPLICANT/OWNER: Thomas & Anne Satterwhite**

---

DETAILS OF PROPOSED WORK

*Existing Conditions*

This property used to be a group home. The Satterwhites have done renovations since purchasing.

*Applicant's Proposal*

Applicant is proposing to have the property operate as an Airbnb

DISTRICT GUIDELINES

(A) In order for any special or conditional use to be granted, the applicant, at the hearing, shall present sufficient evidence to enable the Board to find that the following conditions exist where applicable:

- (1) All applicable specific conditions pertaining to the proposed use have been or will be satisfied;
- (2) Access roads or entrance and exit drives are or will be sufficient in size and properly located to ensure automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or other emergency;
- (3) Off-street parking, loading, refuse, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood;
- (4) Utilities, schools, fire, police, and other necessary public and private facilities and services will be adequate to handle the proposed use;
- (5) The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts;
- (6) The type, size, and intensity of the proposed use, including such considerations as the hours of operation and number of people who are likely to utilize or be attracted to the use, will not have significant adverse impacts on adjoining properties or the neighborhood.



(7) The use or development is located, designed, and proposed to be operated so as to maintain or enhance the value of contiguous property, or that the use or development is a public necessity

(8) The use will not be a detriment or deterrent to economic development;

(9) The use will be in harmony with the existing development and uses within the area in which it is to be located

(10) The use or development conforms to the general plans for the physical development of the Town and is consistent with any Town Comprehensive Plan.

#### PHOTOS

Included in packet

#### STAFF FINDING OF FACTS

This property is in harmony with adjoining properties as well as the surrounding neighborhood. Entrance and Exit drives are not 24ft wide. Buffering consists of trees on multiple sides are the house. This property will attract citizens from all locations, helping economic development and growth in Warrenton. No impact on Utilities, schools, fire, police and other facilities. Staff finds that even though the entrance and exit drives are not 24ft, staff recommends approval.

Walter M. Gardner, Jr.  
Mayor

Robert F. Davie, Jr.  
Administrator

check received  
2-13-20

**TOWN OF WARRENTON**  
Historically Great - Progressively Strong"  
CHARTERED IN 1779  
PO. Box 281  
Warrenton, NC 27589-0281

**APPLICATION FOR ZONING SPECIAL USE PERMIT**

Date: February 12, 2020

Name of Applicant: Thomas / Anne Satterwhite Telephone No. 919-417-6841 (Anne)

Address: 528 Fairlane Drive, Warrenton NC 27589

Owner: Thomas / Anne Satterwhite Telephone No. 919-495-3750 (Thomas)

Address: 528 Fairlane Drive, Warrenton NC 27589

Current Zoning: C-1

Tax Number of Parcel: E6B497

1. Location of Land for which the Special Use is being requested:

218 E. Franklin Street

2. Specific Zoning ordinance for which the variance is being requested:

C-1

3. Special Use Request: Airbnb

4. Use of each adjacent property:

adjacent property is ~~residential (R-12)~~ C-1 but is residential area;  
across Franklin Street is C-1 (Cotton Gin) and residential.

Anne C Satterwhite  
Signature of Applicant:

OWNERSHIP 02102020 21787 304  
 PROPERTY DESCRIPTION  
 LOT & HSE BROWN RES  
 CRAFTSMAN STYLE  
 MAP NUMBER E6B497  
 RECORD NUMBER 1662  
 ROUTE  
 LISTER: AJ072016  
 REVIEW: AJ072016  
 FRET: 2-RESIN  
 NEHD 1200

TAX SUBDIVISIONS  
 WARRENTON TWP  
 TOWN OF WARRENTON  
 ZONING  
 UTILITY ALL PUB  
 NOTES: HAS HEAT AND AC

PROPERTY DESCRIPTION  
 LOT & HSE BROWN RES  
 CRAFTSMAN STYLE  
 E FRANKLIN ST  
 STREET PAVED  
 SIDEWALK  
 TOPOLING BELWSTRT  
 SIZE 150F  
 CLASS RESIDENT  
 RATE 90.00  
 DEPTH 0.80  
 ADJUSTED RATE 68.40  
 UNITS 150  
 LND VALUE 10260

LAND VALUE 10260  
 OTHER FEAT 0  
 4CSTG-BLDG 8\* 10  
 PASERATE\*COND

OTHER VALUE  
 ENDATION XTRENIHSH ROOFMTRL ROOFMTRL SIZE/QTY DPRT: 3-RES FAIR 0  
 CW ALUM/VIN ASPHSHNG ASPHSHNG 2.00STHT  
 PIER HIP SHED  
 BRICK HEAT&AIR HEATFUEL  
 WALLNESH FLOORS HTG & AC GAS  
 PLASTER SOFTWOOD 3 BDRM  
 7 ROOM

FAIR CONDITION  
 D 1201E1960  
 CONVNTNAL D B1901E1960  
 DIMENSIONS-A-CULR18D16L38-B-U16CUI2B19D12L38-C-U28R20CUI2B19D12L38-D-R5CR28D8L28U8H  
 STRUCTURE BELSKTCH-608 2.00 AREA 1216  
 RATE\*GRDE+HEAT+EXWL\*WLLHT=ADJRT\* 56.68  
 RATE 57.16  
 AREA 456  
 CHIMNEYS 84  
 ENC PORCH 224  
 80 PORCH 1672HSF, 1980TSF

DEF \*CNDE=STR=VALUE  
 0.33 22745  
 0.33 990  
 0.33 866  
 0.33 8978  
 0.33 1363  
 0.33 1368  
 21.72/HSF 36310

STRUCTURE VALUE  
 PREV VAL P-N% SALE S-N%  
 10260 100% DEED  
 30864 0% 11242015  
 41124 140% 988-55  
 33340 123% 22500 182%  
 36310\* 10.85% 30864

VALUATION  
 LAND 10260  
 OTHERFEAT 30864  
 STRUCTURE 41124  
 TOTAL 1200 CAVE 1200  
 GEOGRAPHIC-ADJUSTMENT-NEHD: 1200  
 TOTAL VALUE 46570  
 TOTAL APPRAISED-VALUE: 41124





114

WARRENTON BAPTIST CHURCH  
E6B490

HICKS DWAYNE E  
E6B482

E/A C INVESTMENTS LLC  
E6B476

116

MILAM MANAGEMENT GROUP LLC  
E6B481

WARRENTON BAPTIST CHURCH  
E6B491

109

118

MULLENIX STEVEN J & LORETTA  
E6B492

SOMERVILLE SOLOMON HEIRS OF  
E6B480

JACOB HOLT HOUSE FOUNDATION IN  
E6B493

122

HARRIS SAMUEL W & JANET H  
E6B494

BROWN NELSON & NAOMI BROWN  
E6B496

HARRIS SAMUEL W & JANET H  
E6B495

POWELL FRED H & DIANE W  
E6B497

218

LOWES FOOD OF WARRENTON  
E6B475

305

305

202

STEMLE LYNN J  
E6B500

E FRANKLIN ST

211

PERKINSON JIMMY T & ANNA  
E6B501

SATTERWHITE THOMAS E & ANNE C  
E6B499

S HALL ST

201

SATTERWHITE THOMAS E & ANNE C  
E6B498

RENN W J HEIRS  
E6B516

ROLLINSON BETTY T  
E6B502

RENN CLIFTON R & CECILE J  
E6B503

HUNTER R E JR & MARY L  
E6B505

SMITH JULIAN J & DOROTHY E  
E6B506

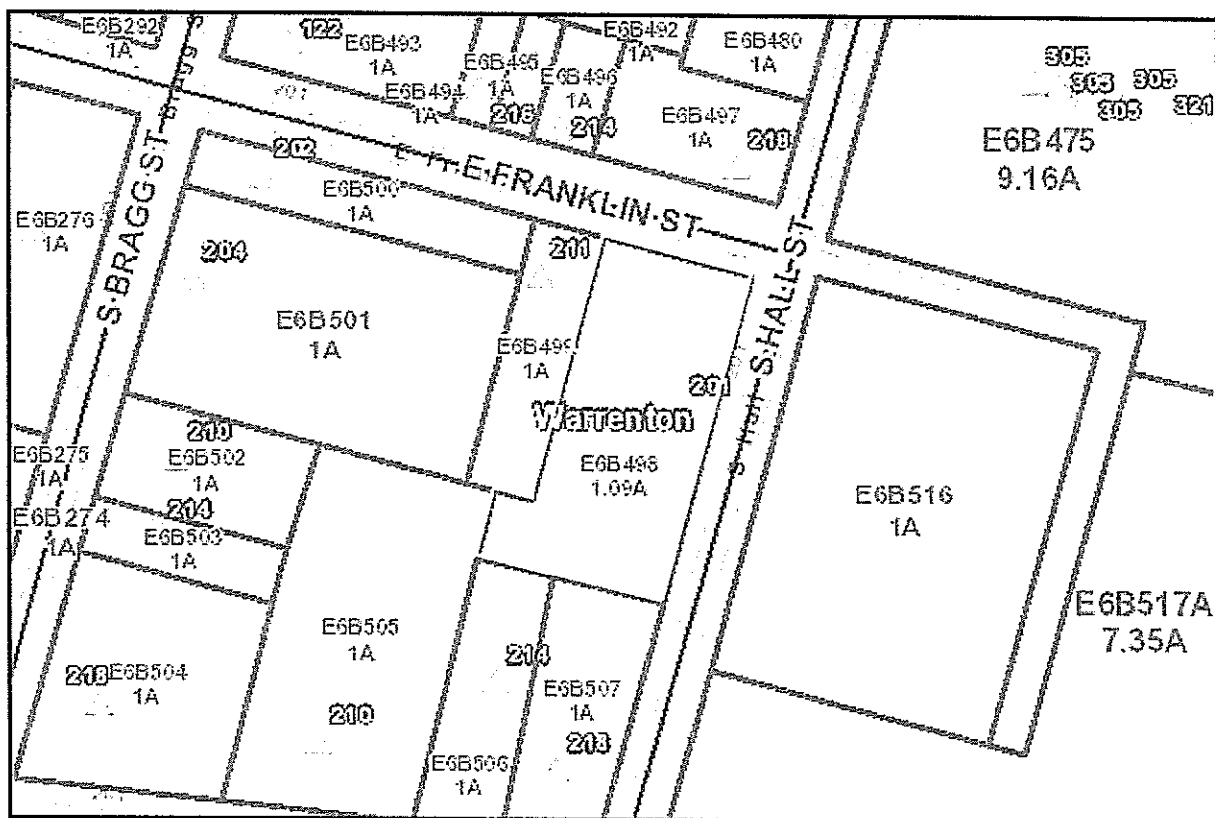
SATTERWHITE THOMAS E & ANNE C  
E6B507

210

218

ECHOLS THOMAS E JR & MARGARET  
E6B517A

## Warren County, NC



RECNO	10163
SUBNO	-999
NEWPIN	2946941142
MAPN	E6B498
DESCRIPTION	& COTTON GIN
PLAT_REFERENCE	19/26
NAME1	SATTERWHITE THOMAS E & ANNE C
NAME2	
ADDR	528 FAIRLANE DR
CITY_STATE	WARRENTON NC
ZIP	27589
TOWNSHIP	112
FIRE_DISTRICT_CODE	0
FLAG	
NEIGHBORHOOD_CODE	1200
IMPROVEMENT_CODE	C
SITUS_ADDRESS	201 S HALL STREET
TOTAL_ASSESSED_VALUE	43874
LAND_VALUE	23644
BUILDING_VALUE	11372
OTHER_VALUE	8858
SALE_PRICE	32000
HEATED_AREA	6096

**CHAPTER 151: Zoning Codes**

vibration from the building in which it is located, except acid manufacture, cement, lime, gypsum or plaster of paris manufacture, distillation of bones, explosives, manufacture or storage, fat rendering, fish and/or fertilizer plant, garbage, offal or dead animal reduction or dumping, gas manufacture, glue manufacture, stockyards or slaughter of animals, tannery, or pulp manufacture				
<b>Commercial and Industrial Districts</b>	<b>Districts</b>			
<b>Use</b>	<b>C-1</b>	<b>C-2</b>	<b>O&amp;I</b>	<b>I</b>
Public buildings, uses and utilities			S	
Solar collection installations or "solar farms"	S	S	S	S
Cafeterias and snack bars for plant employees and offices of plants shall be considered an accessory use.				
No mobile home shall be used as an office in the C-2 Highway district.				
Bed and Breakfasts. A Special Use Permit issued for Bed and Breakfast will include the authority to serve meals, other than breakfast, to registered guests and for catering of private functions such as business meetings and receptions. This use would exclude a restaurant open to the public or the erection of an exterior sign identifying the establishment as a restaurant.	S	S	S	S

(B) *Dimensional requirements.*

<b>DIMENSIONAL REQUIREMENTS</b>				
	<b>C-1</b>	<b>C-2</b>	<b>O&amp;I</b>	<b>I</b>
Minimum lot area in square feet	20,000 for site – more than one use can be grouped on a site or in a building			20,000
Minimum lot width in feet	100	100	100	100
Minimum lot depth in feet		150	150	150
*Minimum required yards in feet				

**CHAPTER 151: Zoning Codes**

<i>Residential Districts</i>	<i>Districts</i>		
	<i>R-20</i>	<i>R-12</i>	<i>R-8</i>
<i>Use</i>			
Golf courses, excluding carpet or miniature	X		
Playgrounds	X	X	X
Community centers	X	C	C
Private clubs	C	C	C
Fraternal organizations not open to the public	C	C	C
Farming, including sale of product on property where produced	X		
Commercial plant nurseries and greenhouses	X		
Riding stables	X		
Planned unit development	S	S	S
Temporary uses such as circuses, carnivals, fairs	S	S	S
Other temporary uses	S	S	S
Motels, hotels, and restaurants	X		
Funeral homes		X	
Bed and Breakfasts. A Special Use Permit for Bed and Breakfast will include the authority to serve meals, other than breakfast, to registered guests and for catering of private functions such as business meetings and receptions. This use would exclude a restaurant open to the public or the erection of an exterior sign identifying the establishment as a restaurant.	S	S	S
Short Term Rental	S	S	S

(Ord. passed 12-16-85, Amended 3-3-2008, Amended 4-10-2017)



Walter Hurst – Chairman  
Staff Review

Planning Board  
Special Use Application

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**PROPERTY ADDRESS: 201 S. Hall Street**

**SUMMARY OF REQUEST: Airbnb**

**APPLICANT/OWNER: Thomas & Anne Satterwhite**

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DETAILS OF PROPOSED WORK

*Existing Conditions*

Prior use was a Cotton Gin/Seed house. Has not been used in years.

*Applicant's Proposal*

Applicant is proposing to have the property operate as an Airbnb

Conditions

(A) In order for any special or conditional use to be granted, the applicant, at the hearing, shall present sufficient evidence to enable the Board to find that the following conditions exist where applicable:

- (1) All applicable specific conditions pertaining to the proposed use have been or will be satisfied;
- (2) Access roads or entrance and exit drives are or will be sufficient in size and properly located to ensure automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or other emergency;
- (3) Off-street parking, loading, refuse, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood;
- (4) Utilities, schools, fire, police, and other necessary public and private facilities and services will be adequate to handle the proposed use;
- (5) The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts;
- (6) The type, size, and intensity of the proposed use, including such considerations as the hours of operation and number of people who are likely to utilize or be attracted to the use, will not have significant adverse impacts on adjoining properties or the neighborhood.
- (7) The use or development is located, designed, and proposed to be operated so as to maintain or enhance the value of contiguous property, or that the use or development is a public necessity

(8) The use will not be a detriment or deterrent to economic development;

(9) The use will be in harmony with the existing development and uses within the area in which it is to be located

(10) The use or development conforms to the general plans for the physical development of the Town and is consistent with any Town Comprehensive Plan.

#### PHOTOS

Included in packet

#### STAFF FINDING OF FACTS

Entrance and Exit drives are at least 24ft wide and sufficient in size and location to ensure automotive and pedestrian safety. No impact on Utilities, schools, fire, police and other facilities. Screening is in harmony with adjoining properties and general area. Type of screening consists of trees, shrubbery, flowers etc. Hours of operation and number of people being attracted will not significantly impact the neighborhood. The use of the property will attract people to Warrenton, helping economic development. All applicable specific conditions pertaining to the proposed use have been or will be satisfied.

Walter M. Gardner, Jr.  
Mayor

Robert F. Davie, Jr.  
Administrator

**TOWN OF WARRENTON**  
Historically Great - Progressively Strong"  
CHARTERED IN 1779  
PO. Box 281  
Warrenton, NC 27589-0281

Check  
Received  
2-13-20

APPLICATION FOR ZONING SPECIAL USE PERMIT

Date: February 12, 2020

Name of Applicant: Thomas/Anne Satterwhite Telephone No. 919-417-6841 (Anne)

Address: 528 Fairlane Drive Warrenton NC 27589

Owner: Thomas/Anne Satterwhite Telephone No. 919-495-3750 (Tommy)

Address: 528 Fairlane Drive, Warrenton NC 27589

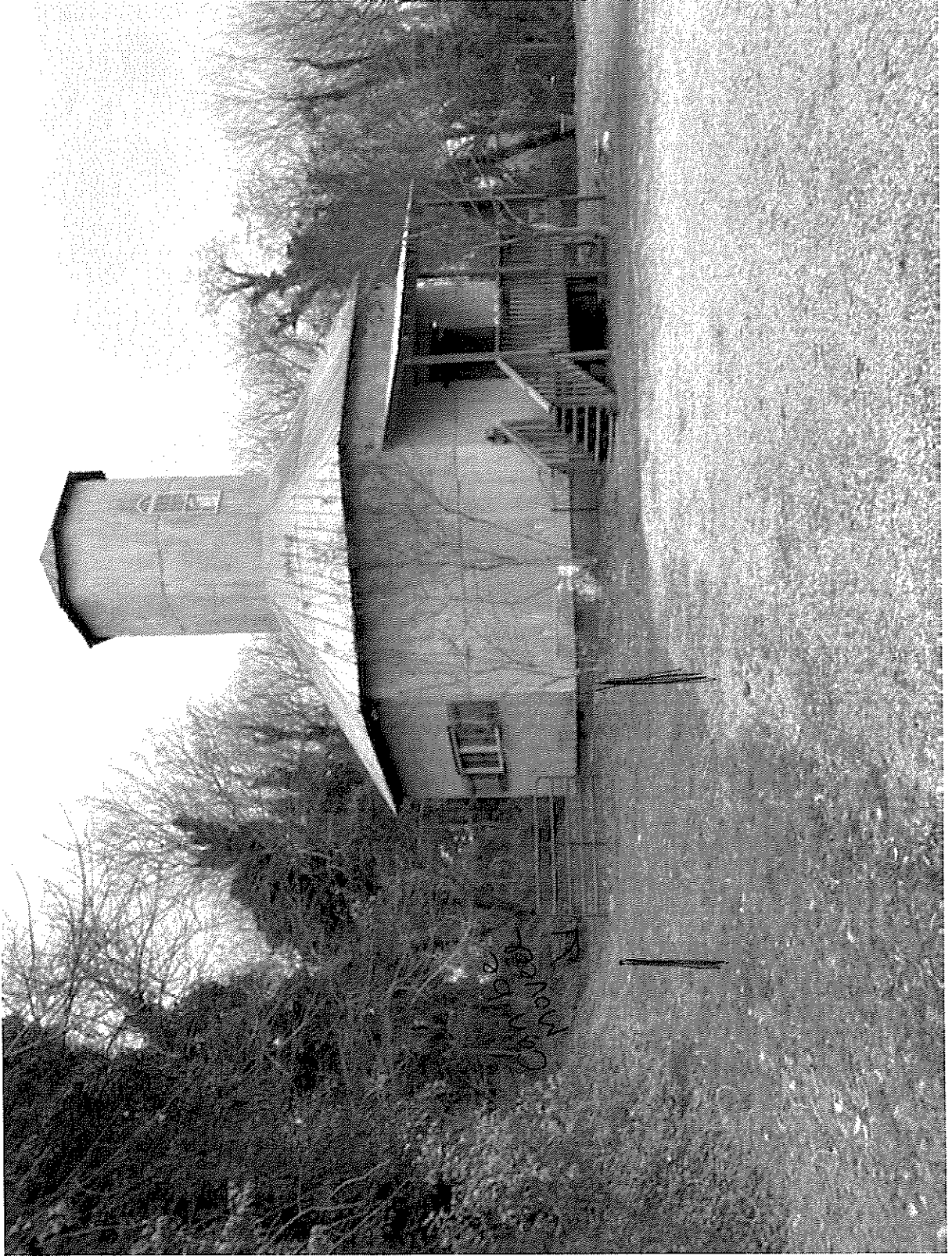
Current Zoning: C-1

Tax Number of Parcel: E6B498

1. Location of Land for which the Special Use is being requested:  
201 S. Hall Street (201-11 Hall Street / Seed House)
2. Specific Zoning ordinance for which the variance is being requested:  
C-1
3. Special Use Request: Airbnb
4. Use of each adjacent property: adjacent property is residential (R-12);  
across Franklin Street is C-1 and is used as residential.

Anne C. Satterwhite  
Signature of Applicant:





Re: Application for Zoning Special Use Permits

201-11 Hall Street (Seed House) @ The Old Cotton Gin  
E6B498

218 E. Franklin Street  
E6B497

(1)

(2) Entrance and exit drives are sufficient in size and properly located to ensure automotive and pedestrian safety and convenience as well as access in case of fire or other emergency.

(3) Off-street parking is safe and convenient and does not impact adjoining properties or neighborhood.

(4) N/A

(5) Screening, buffering, landscaping and walkable areas are sufficient and in harmony with adjoining properties and the general area with no adverse impact because of improvements made since 2014.

(6) Number of people will be limited to four at one time.

- (7) Use of the property will maintain the value of contiguous property.
- (8) Use will not be a deterrent to economic development.
- (9) Use will harmonize with existing development within the area.
- (10) Use conforms to general plans for the Town's physical development.



Walter M. Gardner, Jr. – Mayor  
Robert F. Davie, Jr. – Town Administrator

P.O. Box 281  
Warrenton, NC 27589-0281  
(252) 257-1122 Fax (252) 257-9219  
[www.warrenton.nc.gov](http://www.warrenton.nc.gov)

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**Planning Board  
Minutes  
March 23, 2020  
Warrenton Town Hall**

Chairman Wally Hurst called a meeting for the Planning Board at 2 PM at the Warrenton Town Hall. Attending board members were: Georgiana Weddington, Bill Overby, and Town Administrator Robert Davie and Justin Cashman. On a conference call were Chairman Wally Hurst, Fern Boyd and Carlos Verdaguer. A quorum was present.

**Request for Ordinance change to allow Multi-family Dwellings and Complexes as a special use in R-20**

Chairman Hurst asked Mr. Robert Jolly with Weaver-Kirkland LLC to discuss his development plan. Mr. Jolly stated the number of units could range between 60 and 72, based on a completed feasibility study. He presented two plans for both 60 and 72 units. Chairman Wally Hurst stated that this development is good for Warrenton. Other board members agreed. Carlos Verdaguer motioned to approve the ordinance change allowing for multi-family dwellings in R-20. The motion was seconded by Bill Overby and approved by unanimous vote.

**Special use for Multi-family Dwelling. 899 Highway 158 Business**

Assuming approval of the above ordinance changes by the Board of Commissioners, a motion to approve the special use permit of multi-family dwellings in R-20 was made by Georgiana Weddington and seconded by Carlos Verdaguer. The motion for Special Use was approved by unanimous vote.

**218 E. Franklin Street Special Use**

Chairman Wally Hurst discussed former use of the property as a group home. The Satterwhites have begun renovating and are asking to utilize the building as an Airbnb. Chairman Hurst also mentioned how this Airbnb will attract people to Warrenton and help with Economic Development. A motion to approve was made by Georgiana Weddington and seconded by Bill Overby. The motion was approved by unanimous vote.

**201 S. Hall Street Special Use**

Chairman Wally Hurst discussed how the Satterwhites are requesting to change the old seed house of the old cotton gin into an Airbnb. He stated that this low impact project will be very positive for the community, attracting people to Warren County and helping with growth. A



motion to approve the Special Use permit was made by Bill Overby and seconded by Georgiana Weddington. The motion was approved by unanimous vote.

With no further business the meeting was adjourned.

Respectfully submitted, Robert Davie.