



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

BOARD OF COMMISSIONERS REGULAR MEETING
7:00 PM JANUARY 11, 2021
AGENDA

Regular Meeting

1. 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 on December 14, 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)
 - b. Public Works (Ms. Harding)
 - c. Public Safety (Mr. Hardy)
 - d. Human Resources/Information Technology (Mr. Blalock)
 - i. HR Committee Recommendation
 - e. Revitalization/Historic District Commission (Mr. Coffman)
 - i. Appointment to Historic District Commission (Cynthia Jenkins)
 - f. Beautification/Facilities (Ms. Britt)
 - g. Planning/Zoning/Annexation
7. Old Business
 - a. Status of Grants
 - b. Brick Sidewalk Progress
 - c. Board Vacancy and Appointment Process
8. New Business
 - a. Budget Amendments
 - b. Grant Project Ordinance – NC Commerce Building Reuse Grant
 - c. Contracts/Exhibits – NC Commerce Building Reuse Grant
 - d. Appointment of Tom Hardy to fill vacancy of Travis Packer on Planning Board
9. Announcements
10. Closed Session to discuss industry expansion per NC General Statute § 143-318.11 (a)(4)
11. Adjournment

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**

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

BOARD OF COMMISSIONERS REGULAR MEETING

DECEMBER 14, 2020

Attending were Mayor Walter Gardner, Town Administrator Robert Davie, Commissioners Mary Hunter John Blalock, Michael Coffman, Mark Wethington, Kimberly Harding and William "Tom" Hardy (by phone), Police Chief Goble Lane, Public Works Director William "Bill" Perkinson and Annette Silver Minute Taker. Commissioner Margaret Britt was absent. There was one citizen in attendance and others via Zoom.

Call to Order – Pledge of Allegiance- Moment of Silence

Mayor Gardner called the regular monthly meeting of the Town of Warrenton to order Monday, December 14, 2020 at 7:00pm. The Pledge of Allegiance was led by Commissioner Blalock. A Moment of Silence was held for Greg Beyrent (death of mother), for those taking the initial COVID-19 vaccinations, and Mishew Gardner (Mayors wife).

Conflict of Interest Statement and Proposed Agenda

Conflict of Interest Statement was reviewed. The Proposed Agenda was presented. A motion was made by Commissioner Blalock with second by Commissioner Hunter to approve the Proposed Agenda. A roll call vote was held with motion being approved unanimously.

Public Comments

Jean Ranc of 317 N. Main Street gave comments on book given to her on Warrenton history. Also, she spoke about a possible group discussion on a book she is reading concerning COVID-19.

Minutes of Regular November 9, 2020 – Public Hearing - November 9, 2020 and Called Meeting of November 23

The Minutes of the Regular Meeting and Public Hearing of November 9th and Called Meeting of November 23rd were presented. A motion was made by Commissioner Coffman with second by Commissioner Hunter to approve all of the above. A roll call vote was held and the motion was approved by unanimous vote.

Consent Agenda

The Consent Agenda was presented.

- (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 Report

A motion was made by Commissioner Coffman with second by Commissioner Blalock to approve the Consent Agenda. Commissioner Wethington had questions concerning Granville Farms and Powell Bill funding which were answered by Board members and Public Works Director. A roll call vote was held and the motion was approved by unanimous vote.

COMMITTEE REPORTS

FINANCE AND ADMINISTRATION Commissioner Hunter had no report in addition to the written submission.

Public Works Commissioner Harding and Public Works Director had no report in addition to written submissions.

Public Safety Commissioner Hardy and Police Chief Lane stated the Governor's Executive Order mandating curfews is being followed by citizens making Warrenton late nights very quiet. Mayor Gardner stated that a new fire vehicle will be delivered to the Warrenton Rural Fire Department on Tuesday. The Employee Appreciation Luncheon was deemed successful and enjoyable.

Human Resources/ Information Technology Commissioner Blalock had no report; however, Town Administrator stated that the Town's vacation accrual policy needed updating and was lacking when compared to other municipalities and governments in the region. He suggested to Commissioner Blalock that the HR Committee of the Board meet in the future to consider its revision.

Revitalization/Historic District Commission Commissioner Coffman stated Santa was out Sunday afternoon. A letter was received from a visitor stating how much her family enjoyed Warrenton's Santa and is making Warrenton their new favorite town. All volunteers were thanked for their efforts in decorating the tree on courthouse square. Historic District Commission approved 2 applications: Tampusia Evans 212 Wilcox Street which was approved for several items excluding replacement of wooden stairs with cement stairs, and the building located on S Front Street that belongs to Gayle Long Properties LLC (Butch Meek) which was approved to be torn down.

Beautification/Facilities In absence of Commissioner Britt, there was no report but all agreed the store fronts with Christmas decorations make Town look cheery. The Mayor thanked all who decorated.

Planning/Zoning/Annexation Commissioner Wethington had no report. Planning Board is scheduled to meet on January 13, 2021 to consider the rezoning of properties along US Hwy 158 Business near Read Road.

OLD BUSINESS

STATUS OF GRANTS

FUND 53 NC Commerce Main Street Downtown Redevelopment (Milano's) Town working with COG seeking additional grant funding option

NC Main Street Solutions Warrenton Brewery Grant Waiting on financing closing. Work must be completed by October 2021 per grant agreement

NC Neighborhood Revitalization Program Provided detailed information to NC SHPO for review prior to Commerce releasing funds

NC IDEA GRANT Warrenton was **NOT** awarded grant

Bicycle Amenities Town awarded four bike racks and one "fixtation" which are in storage.

EDA SPRINT Grant Application submitted to US Economic Development Administration for Frontier Warren. A 20% match from the Town will utilize in-kind matches which are already budgeted (\$194,000 total grant request). Award notification will be approximately March 2021.

The Grant Project Ordinance - COVID-19 FEMA RELIEF was presented. The amount of the grant award will be \$3444.23. Commissioner Blalock made a motion with second by Commissioner Hunter to approve the ordinance. A roll call vote was held and the motion was approved by unanimous vote.

Goal Setting Session

Board set Thursday February 11, 2021 from 1:00PM -5:00PM and Friday February 12, 2021 from 9:00AM to 1:00PM as time for Goal Setting Session with Flynne Meares as facilitator, prior to administration establishing 2021-22 budget.

NEW BUSINESS

Budget Amendment #3 was presented. The purpose of this \$4255 amendment is to pay for striping on Cousin Lucy's Lane and plastic liners for Cast Stone planters. (Revenue# 37-395-396 was noted as the correct budget line number to be used.) A motion was made by Commissioner Blalock with second by Commissioner Hunter to approve Budget Amendment # 3. A roll call vote was held and the motion was approved by unanimous vote.

Budget Amendment #4 was presented. The purpose of this \$9000 amendment is to pay for Cast Stone planters. This amount was discussed and approved at the October BOC meeting. A motion was made by Commissioner Blalock with second by Commissioner Hunter to approve Budget Amendment #4. A roll call vote was held and the motion was approved by unanimous vote. Both budget amendments will be appropriated from the General Fund Fund Balance.

Mr. Davie presented a list of locations for potential repairs to the brick areas of sidewalk with associated cost of \$13,800. Chris Privett - MMMC, Inc. has agreed to do the job and funds will come from the Powell Bill Fund Balance Reserve account. A motion was made by Commissioner Harding with second by Commissioner Hardy to approve the brick sidewalk repairs. A roll call vote was held and the motion was approved by unanimous vote.

ANNOUNCEMENTS

Commissioner Hardy announced his resignation as Commissioner due to changes in the law creating a conflict with his employed position as a North Carolina magistrate. He resigns with a heavy heart but is looking forward to running in 2024. His resignation was accepted by motion from Commissioner Blalock with second by Commissioner Hunter. A roll call vote was held and the motion was approved by unanimous vote. This resignation opens a seat on the Board for the remainder of a term that ends in November 2021. Following discussion by the Board members, it was decided that the opening will be advertised in an effort to solicit interest in the position. Additionally, the candidates who expressed interest in filling the Board seat vacated by Travis Packer but were not selected for the position, will be notified of the new vacancy. It was suggested that all candidates submit a 60-word summary outlining their qualifications and intended contributions, should they be selected to fill the seat. Additional discussion centered on the selection procedure. Commissioner Hunter expressed concern that the selection procedure used to fill Commissioner Packer's seat did not allow for the consideration of individual candidates, and resulted in the inaccurate appearance of a secretly agreed-upon conclusion. Hunter suggested that the upcoming process involve a ballot of nominated candidates. Each commissioner will then have the opportunity to vote for the candidate of his/her choice. Robert Davie will contact the School of Government for guidance on fine tuning the process, and more details will be presented at the January meeting. The goal will be to solicit interest in the Board seat through January 8, and the selection process will culminate at the February 8 meeting. Commissioner Wethington suggested that the Warren Record be invited to cover the selection process and print information in the newspaper on each candidate (with permission from the candidates) so that the public will be informed about candidates and their qualifications.

With no other business, the meeting was adjourned.

Budget vs Actual

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Period Ending 12/31/2020

37 GENERAL FUND						
Description	Budget	MTD	QTD	YTD	Variance	Percent
Revenues						
37-302-301 Ad Valorem Taxes - Current	454,562	106,209.21	137,606.98	174,565.26	(279,996.74)	38%
37-302-302 Ad Valorem Taxes - Prior Year	5,000	335.16	623.51	1,338.04	(3,661.96)	27%
37-302-303 Ad Valorem Taxes - all other prior years	2,000	150.00	1,004.11	3,271.62	1,271.62	164%
37-302-304 Ad Valorem Taxes - Penalties & Interest	1,900	57.11	157.72	504.38	(1,395.62)	27%
37-307-310 Motor Vehicles - Current	33,024	3,396.28	9,284.09	15,212.77	(17,811.23)	46%
37-320-320 Local Option Sales Tax Monthly	240,000	22,259.44	66,950.51	91,015.49	(148,984.51)	38%
37-325-325 Utility Franchise Tax Quarterly	86,000	22,937.47	22,937.47	41,138.59	(44,861.41)	48%
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	103.25	284.29	451.44	(548.56)	45%
37-325-329 PD Narcotics Tax	142	0.00	0.00	0.00	(142.00)	
37-335-335 Powell Bill	25,583	12,063.89	12,063.89	24,127.79	(1,455.21)	94%
37-345-345 Zone Board of Adj	1,000	0.00	25.00	100.00	(900.00)	10%
37-345-346 Code Enforcement	2,750	275.00	875.00	1,475.00	(1,275.00)	54%
37-351-353 Landfill Fees Residential	178,176	15,014.01	45,671.48	85,395.19	(92,780.81)	48%
37-351-355 Cemetery Fees	1,800	0.00	0.00	0.00	(1,800.00)	
37-351-356 Police Rpt Fees	50	5.00	10.00	10.00	(40.00)	20%
37-351-357 Court Fees	300	13.50	36.00	108.00	(192.00)	36%
37-351-360 Cell Tower Rent	29,400	0.00	5,390.00	13,475.00	(15,925.00)	46%
37-351-361 Parking/Ordinance Collections PD	300	0.00	50.00	55.00	(245.00)	18%
37-365-001 Interest Income	50	0.00	2.21	5.44	(44.56)	11%
37-365-033 Mary Hehl Beautification Donations	2,265	0.00	0.00	2,365.00	100.00	104%
37-365-351 Revitalization Comm	9,500	0.00	0.00	0.00	(9,500.00)	
37-365-358 Branded Merchandise for Sales	500	30.00	30.00	30.00	(470.00)	6%
37-365-370 WWTP 25% of GF Exp	42,674	0.00	7,445.00	17,638.98	(25,035.02)	41%

Budget vs Actual

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Period Ending 12/31/2020

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-365-371 WS 25% of GF Exp	93,167	0.00	14,456.01	32,597.62	(60,569.38)	35%	
37-365-410 Interest Investment NCCMT	6,000	0.00	8.04	64.60	(5,935.40)	1%	
37-381-039 Transfer In from WWTP	32,497	0.00	0.00	0.00	(32,497.00)		
37-395-395 Powell Bill Apropropriated Fund Balance (Budget Only)	7,493	0.00	0.00	0.00	(7,493.00)		
37-395-396 Apropropriated Fund Balance (Budget Only)	13,255	0.00	0.00	0.00	(13,255.00)		
Revenues Totals:	1,273,988	182,849.32	324,911.31	504,945.21	(769,042.79)	40%	
Expenses							
37-401-010 Salary - Full Time	134,928	11,092.20	33,038.20	60,462.04	74,465.96	45%	
37-401-012 Salary - Adm Assistant	46,450	4,079.60	12,903.60	22,105.77	24,344.23	48%	
37-401-014 Salary - Part Time	175	0.00	0.00	175.04	0.00	100%	
37-401-020 ER-FICA Taxes	9,557	848.00	2,525.46	4,505.94	5,051.06	47%	
37-401-021 ER-FICA Taxes - Adm Assistant	4,306	311.54	985.19	1,807.80	2,498.20	42%	
37-401-030 ER-Retirement - Orbit	29,135	2,579.22	7,810.15	14,036.61	15,098.39	48%	
37-401-040 ER-Health Insurance	21,596	1,752.18	5,331.54	12,333.99	9,262.01	57%	
37-401-050 ER-Life Insurance	504	42.00	126.00	294.00	210.00	58%	
37-401-060 ER-Workman's Comp	383	0.00	0.00	317.43	65.57	83%	
37-401-099 Salary Reimbursement COVID	1	0.00	(419.14)	(419.14)	420.14	-	41914%
37-401-200 Travel Expense	485	0.00	216.31	216.31	268.69	45%	
37-401-203 Supplies	5,000	(131.74)	293.28	1,112.51	3,887.49	22%	
37-401-250 Light, Heat & Security	12,000	630.46	1,018.87	3,127.65	8,872.35	26%	
37-401-251 Telephone & Postage	3,000	216.32	636.88	1,298.24	1,701.76	43%	
37-401-255 Bldg. Maint/ Clean SVS	5,000	1,530.56	3,852.74	4,461.37	538.63	89%	
37-401-256 Bank Fees/ Petty Cash	1,500	100.00	425.00	725.00	775.00	48%	
37-401-295 Training	1,400	50.00	115.00	115.00	1,285.00	8%	
37-401-301 Computer Maint	3,500	331.87	985.79	1,748.14	1,751.86	50%	
37-401-302 Software Support	1,760	29.98	443.02	1,692.21	67.79	96%	

Budget vs Actual

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Period Ending 12/31/2020

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-401-303 Software Purchase less than \$5,000	500	0.00	0.00	0.00	500.00		
37-401-304 Website	1,575	0.00	0.00	1,575.00	0.00	100%	
37-401-305 Technology Upgrades	1,250	(1,391.64)	(1,391.64)	(1,391.64)	2,641.64	-111%	
37-401-306 Awning 25% Fund	500	0.00	0.00	0.00	500.00		
37-401-307 Special Events	715	525.00	525.00	715.00	0.00	100%	
37-401-309 Advertising	1,300	0.00	(109.50)	455.48	844.52	35%	
37-401-310 Dues & Subscriptions	3,000	0.00	138.00	2,095.62	904.38	70%	
37-401-325 NC Sales/Use Tax Paid (No Tax)	700	0.00	311.25	311.25	388.75	44%	
37-401-400 Liability Insurance	5,500	0.00	0.00	1,875.33	3,624.67	34%	
37-401-401 County Tax Collection Svs	8,000	1,745.62	2,473.81	3,371.07	4,628.93	42%	
37-401-405 Audit Expense	7,600	1,450.00	5,550.00	5,550.00	2,050.00	73%	
37-401-415 Economic Development Consultant	11,000	0.00	2,000.00	5,000.00	6,000.00	45%	
37-401-420 Attorney Fees	3,500	0.00	1,737.50	1,737.50	1,762.50	50%	
37-401-499 Miscellaneous Expense	1,765	75.00	150.00	1,334.78	430.18	76%	
37-401-700 WDRI Grant Expense	264	0.00	0.00	0.00	264.00		
37-401-801 Town Hall Roof Loan-Principal	5,280	0.00	857.90	2,144.75	3,135.25	41%	
37-401-803 USDA Town Hall/WS Loan Principal	11,485	0.00	0.00	0.00	11,485.00		
37-401-831 Town Hall Roof Loan - Interest Admin	388	0.00	86.60	216.50	171.50	56%	
37-401-889 Reserve for USDA Loans	2,304	0.00	0.00	0.00	2,304.00		
37-401-998 Contingency	500	0.00	0.00	0.00	500.00		
General Government Totals:	347,806	25,866.17	82,616.81	155,106.55	192,699.45	45%	
37-402-014 Mayor Part Time Salary	1,500	125.00	375.00	651.79	848.21	43%	
37-402-020 ER - FICA TAXES	115	9.56	28.68	49.85	65.15	43%	
37-402-200 Travel Expense	500	0.00	0.00	0.00	500.00		
37-402-402 Commission offsite meetings	50	0.00	0.00	0.00	50.00		

Budget vs Actual

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Period Ending 12/31/2020

Governing Body Totals:	2,165	134.56	403.68	701.64	1,463.36	32%
37-405-407 Branded Clothing Sales	500	0.00	0.00	0.00	500.00	
37-405-430 Historic District Comm	220	0.00	218.82	218.82	1.18	99%
37-405-440 Runn Warrenton 5K	2,500	0.00	0.00	0.00	2,500.00	
37-405-450 Revitalization Comm	9,500	393.35	1,138.78	1,747.32	7,752.68	18%
37-405-470 Small Town Maint St	2,200	0.00	0.00	375.00	1,825.00	17%
Non-Departmental Totals:	14,920	393.35	1,357.60	2,341.14	12,578.86	16%
37-501-010 SALARY FULL TIME	204,895	16,446.10	52,631.28	81,177.87	123,717.13	40%
37-501-014 Salary - Part Time	15,000	1,606.42	7,349.50	14,616.45	383.55	97%
37-501-016 Police Clerical Salary	34,112	3,174.00	9,734.00	16,575.14	17,536.86	49%
37-501-019 Salary - Over-Time	5,000	26.78	267.80	2,209.35	2,790.65	44%
37-501-020 ER-FICA Taxes	19,552	1,614.66	5,314.40	8,710.61	10,841.39	45%
37-501-030 ER - Retirement Orbit	44,904	2,764.79	8,869.09	15,288.43	29,615.57	34%
37-501-031 ER - 401K 5%	10,573	823.64	2,644.95	4,291.70	6,281.30	41%
37-501-040 ER - Health Insurance	37,370	2,338.98	7,038.37	13,986.38	23,383.62	37%
37-501-050 ER - Life Insurance	1,010	70.00	224.00	448.00	562.00	44%
37-501-060 ER - Workman's Comp	6,420	0.00	0.00	4,026.80	2,393.20	63%
37-501-099 Salary Reimbursement COVID	1	0.00	(5,700.00)	(5,700.00)	5,701.00	-
					570000	%
37-501-200 Travel Expense	1,000	0.00	0.00	0.00	1,000.00	
37-501-203 Supplies	3,000	(156.68)	654.56	1,315.90	1,684.10	44%
37-501-204 Uniforms	2,000	1,135.10	1,325.10	1,325.10	674.90	66%
37-501-205 Equipment & Material	3,000	238.14	1,161.27	1,527.08	1,472.92	51%
37-501-250 Light, Heat & Security	10,908	630.45	956.23	2,904.45	8,003.55	27%
37-501-251 Telephone & Postage	7,494	647.34	1,897.29	3,831.83	3,662.17	51%
37-501-252 Fuel	14,000	1,120.92	3,547.58	5,819.33	8,180.67	42%
37-501-255 Bldg Maint/Clean Svs	4,475	1,548.54	3,176.83	3,785.46	689.54	85%
37-501-295 Training	2,000	0.00	0.00	0.00	2,000.00	
37-501-301 Computer Maint	5,848	320.00	1,349.87	2,309.87	3,538.13	39%
37-501-302 Software Support	6,165	0.00	258.13	6,030.37	134.63	98%

Budget vs Actual

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Period Ending 12/31/2020

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-501-309 Advertising	500	0.00	50.00	125.00	375.00	25%	
37-501-351 Maint & Repair Equip	6,000	1,912.14	1,912.14	1,912.14	4,087.86	32%	
37-501-370 2008 Ford Car 100	1,000	0.00	0.00	0.00	1,000.00		
37-501-371 2017 Dodge Car 200	1,000	0.00	60.16	370.43	629.57	37%	
37-501-372 2016 Dodge Car 300	2,300	29.10	172.92	1,410.25	889.75	61%	
37-501-373 2017 Dodge Car 400	1,000	318.68	547.83	657.81	342.19	66%	
37-501-374 2010 Ford Car 500	1,000	0.00	212.60	212.60	787.40	21%	
37-501-375 2008 Ford Car 600	700	0.00	0.00	0.00	700.00		
37-501-376 1993 Chevy Car 700	1,000	0.00	66.70	147.97	852.03	15%	
37-501-400 Liability Insurance	12,400	0.00	0.00	2,504.18	9,895.82	20%	
37-501-415 Police Shots Medical	500	0.00	0.00	0.00	500.00		
37-501-433 COP Program	500	239.60	239.60	239.60	260.40	48%	
37-501-436 PD Narcotics Tax/Proceeds	142	0.00	0.00	0.00	142.00		
37-501-499 Miscellaneous	4,160	105.00	1,196.66	3,017.31	1,142.69	73%	
37-501-801 Town Hall Roof Loan Principal	5,280	0.00	857.92	2,144.80	3,135.20	41%	
37-501-802 Police 2017 Cars Loan Principal (USDA)	4,072	0.00	0.00	4,071.73	0.00	100%	
37-501-803 Police Security Camera Loan Principal (USDA)	1,213	0.00	0.00	0.00	1,213.32		
37-501-804 Police 2019 Cars Loan Principal (USDA)	4,428	0.00	4,409.22	4,409.22	18.63	100%	
37-501-831 Town Hall Roof Loan - Interest PD	388	0.00	86.62	216.55	171.45	56%	
37-501-832 Police 2017 Cars Loan Interest (USDA)	708	0.00	0.00	708.27	0.00	100%	
37-501-833 Police Security Camera Loan Interest (USDA)	120	0.00	0.00	0.00	119.68		
37-501-834 Police 2019 Cars Loan Interest (USDA)	1,256	0.00	1,016.78	1,016.78	239.37	81%	
Police Department Totals:	488,394	36,953.70	113,529.40	207,644.76	280,749.24	43%	
37-601-014 Salary - Part Time Code	3,500	149.47	730.87	1,837.31	1,662.69	52%	

Budget vs Actual

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37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
Enforcement							
37-601-252 Fuel/Truck Expense/Insurance	435	0.00	0.00	0.00	435.00		
37-601-352 Vehicle Maintenance	200	0.00	0.00	0.00	200.00		
37-601-437 Contract Srvs Fire Protection	70,000	5,833.33	17,499.99	34,999.98	35,000.02	50%	
37-601-475 Donation to Town Fire	1,000	0.00	90.00	90.00	910.00	9%	
37-601-476 Code Enforcement Exp	150	0.00	0.00	0.00	150.00		
37-601-710 Fire Museum Expense	15,000	0.00	0.00	0.00	15,000.00		
Fire Totals:	90,285	5,982.80	18,320.86	36,927.29	53,357.71	41%	
37-651-330 Christmas Lights/Santa House	600	300.00	300.00	300.00	300.00	50%	
37-651-331 Haley Haywood Park	1,650	26.00	119.00	119.00	1,531.00	7%	
37-651-332 Signs below \$5,000	2,500	90.24	349.04	2,148.73	351.27	86%	
37-651-333 Street Beautification - Below \$5,000	4,765	0.00	435.20	435.20	4,329.80	9%	
37-651-335 Street Lighting Electric Bill	23,000	0.00	3,756.55	9,300.07	13,699.93	40%	
Signs and Lights Totals:	32,515	416.24	4,959.79	12,303.00	20,212.00	38%	
37-701-010 Salary - Full Time	52,709	5,039.97	14,935.51	24,955.54	27,753.46	47%	
37-701-014 Salary - Part Time	15,993	1,501.95	4,327.03	7,294.94	8,698.06	46%	
37-701-019 Over-Time	1,748	40.98	40.98	40.98	1,707.02	2%	
37-701-020 ER-FICA Taxes	5,389	502.44	1,472.67	2,463.20	2,925.80	46%	
37-701-030 ER - Retirement - Orbit	11,976	960.32	2,870.84	4,839.85	7,136.15	40%	
37-701-040 ER-Health Insurance	11,800	986.16	2,913.48	6,541.03	5,258.97	55%	
37-701-050 ER-Life Insurance	269	21.98	65.94	153.86	115.14	57%	
37-701-060 ER-Workman's Comp	4,801	0.00	0.00	1,745.83	3,055.17	36%	
37-701-099 Salary Reimbursement COVID	1	0.00	(1,571.43)	(1,571.43)	1,572.43	-	157143%
37-701-203 Supplies	13,374	1,499.95	2,121.42	3,381.05	9,992.95	25%	
37-701-204 Uniforms	3,624	315.85	620.22	1,374.41	2,249.59	38%	
37-701-251 Telephone & Postage	864	77.79	231.59	462.26	401.74	54%	

Budget vs Actual

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37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-701-252 Fuel	8,000	710.50	1,624.33	2,303.11	5,696.89	29%	
37-701-312 Tree Removal	1,200	0.00	0.00	0.00	1,200.00		
37-701-351 Maint & Repair Equip	11,263	6,305.75	7,162.65	9,140.24	2,122.76	81%	
37-701-352 Vehicle Maintenance	4,878	0.00	986.21	4,799.75	78.25	98%	
37-701-400 Liability Insurance	6,589	0.00	0.00	1,647.20	4,941.80	25%	
37-701-431 Street Debris Disposal	2,500	0.00	1,000.00	1,000.00	1,500.00	40%	
37-701-803 LGFCU Street Truck & Trailer Loan Principal	13,294	0.00	0.00	12,339.12	954.88	93%	
37-701-832 LGFCU Street Truck & Trailer Loan Interest	299	0.00	0.00	253.77	45.23	85%	
Streets Totals:	170,571	17,963.64	38,801.44	83,164.71	87,406.29	49%	
37-710-361 Maint & Repair POWELL BILL	32,457	13,015.90	27,048.45	32,456.45	0.55	100%	
37-710-405 Audit Expense POWELL BILL	100	0.00	0.00	0.00	100.00		
37-710-830 BB&T Battle Ave Sewer Loan POWELL - Int	519	0.00	0.00	0.00	519.00		
Powell Bill Totals:	33,076	13,015.90	27,048.45	32,456.45	619.55	98%	
37-801-010 Salary - Full Time Sanitation	50,696	4,372.99	13,786.79	23,205.83	27,490.17	46%	
37-801-019 Salary - Over Time Sanitation	608	0.00	0.00	0.00	608.00		
37-801-020 ER - FICA Sanitation	3,984	328.61	1,033.92	1,739.00	2,245.00	44%	
37-801-030 ER - Retirement - Orbit Sanitation	8,853	623.38	1,948.08	3,299.92	5,553.08	37%	
37-801-040 ER - Health Insurance	9,999	826.37	2,479.11	5,613.03	4,385.97	56%	
37-801-050 ER - Life Insurance	227	18.90	56.70	132.30	94.70	58%	
37-801-060 Workman's Compensation	3,388	0.00	0.00	2,675.03	712.97	79%	
37-801-099 Salary Reimbursement COVID	1	0.00	(1,935.96)	(1,935.96)	1,936.96	-	
							193596 %
37-801-203 Supplies	750	23.90	132.47	387.22	362.78	52%	
37-801-204 Uniforms	1,944	162.89	344.88	678.81	1,265.19	35%	
37-801-251 Telephone & Postage	504	41.66	124.10	247.76	256.24	49%	
37-801-252 Fuel	2,824	196.48	529.93	841.01	1,982.99	30%	

Budget vs Actual

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37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-801-350 Landfull Fees	17,500	1,784.21	4,964.03	10,014.49	7,485.51	57%	
37-801-352 Vehicle Maintenance	6,134	0.00	910.35	5,706.40	427.60	93%	
37-801-400 Liability Insurance	2,844	0.00	0.00	710.89	2,133.11	25%	
Sanitation Totals:	110,256	8,379.39	24,374.40	53,315.73	56,940.27	48%	
Expenses Totals:	1,289,988	109,105.75	311,412.43	583,961.27	706,026.73	45%	
37 GENERAL FUND	Revenues Over/(Under) Expenses:	74,632.14	12,390.62	(28,832.38)			

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38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
Revenues							
38-351-401 Water Sales	804,541	62,621.68	195,509.87	350,954.61	(453,586.39)	44%	
38-351-402 Debt Setoff WATER	302	0.00	0.00	0.00	(302.00)		
38-351-404 Sewer Services	585,218	44,998.35	149,724.56	296,865.05	(288,352.95)	51%	
38-351-407 Debt Setoff SEWER	501	0.00	0.00	0.00	(501.00)		
38-351-408 Town Taps	2,350	649.50	2,196.27	3,049.15	699.15	130%	
38-351-416 Dis/Reconnection Fee	5,168	65.00	1,890.00	2,304.60	(2,863.40)	45%	
38-351-417 Fire Sprinkler	2,253	183.54	559.02	1,122.24	(1,130.76)	50%	
38-351-418 Late Fees/Penalty/Cut Off	12,741	480.00	820.00	1,194.47	(11,546.53)	9%	
38-351-419 Returned Check Fee	545	50.00	200.00	305.04	(239.96)	56%	
38-351-420 Debt Setoff Late Fees/Penalty/Cut Off	173	0.00	0.00	0.00	(173.00)		
38-365-001 Interest Income	58	0.00	4.57	9.17	(48.83)	16%	
38-365-366 Sale of Fixed Assets/Surplus Property	2,000	0.00	0.00	0.00	(2,000.00)		
38-365-421 Account Activation Fee	2,875	200.00	575.00	1,375.00	(1,500.00)	48%	
38-365-851 Misc Revenue WATER	63	0.00	0.00	89.56	26.56	142%	
38-395-396 Apropriated Fund Balance (Budget Only)	32,497	0.00	0.00	0.00	(32,497.00)		
Revenues Totals:	1,451,285	109,248.07	351,479.29	657,268.89	(794,016.11)	45%	
Expenses							
38-851-010 Salary Full Time	84,922	7,471.69	22,751.37	39,847.07	45,074.93	47%	
38-851-014 Salary - Part Time	15,943	1,557.41	4,557.15	8,157.70	7,785.30	51%	
38-851-019 Salary Over-Time	6,351	58.25	454.57	1,391.47	4,959.53	22%	
38-851-020 ER-FICA Taxes	8,202	675.23	2,054.00	3,653.91	4,548.09	45%	
38-851-030 ER - Retirement Orbit	13,801	1,134.16	3,470.11	6,197.43	7,603.57	45%	
38-851-040 ER - Health Insurance WATER	13,474	1,083.82	3,251.46	7,522.23	5,951.77	56%	
38-851-050 ER - Life Insurance	310	25.76	77.28	180.32	129.68	58%	
38-851-060 ER - Workman's Comp	1,643	0.00	0.00	1,194.66	448.34	73%	

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38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
38-851-099 Salary Reimbursement COVID	1	0.00	(792.79)	(792.79)	793.79	-	79279%
38-851-200 Travel Expense	250	0.00	0.00	0.00	250.00		
38-851-203 Supplies	2,827	(145.51)	401.21	1,062.44	1,764.56	38%	
38-851-204 Uniforms	2,160	239.24	426.26	918.50	1,241.50	43%	
38-851-205 Materials & Supplies	34,950	10,819.10	17,226.87	23,269.33	11,680.67	67%	
38-851-250 Light & Heat & Security	5,981	588.92	852.94	2,000.55	3,980.45	33%	
38-851-251 Telephone & Postage	8,658	660.68	1,954.12	4,150.58	4,507.42	48%	
38-851-252 Fuel	6,000	261.25	971.81	1,779.36	4,220.64	30%	
38-851-255 Bldg. Maint/Clean Svs	2,214	765.29	1,625.55	1,929.87	284.13	87%	
38-851-260 Electric Tank/Pumps	2,965	513.32	988.08	1,418.78	1,546.22	48%	
38-851-296 Continuing Education	625	0.00	0.00	0.00	625.00		
38-851-301 Computer Maintenance	2,364	115.93	555.78	917.17	1,446.83	39%	
38-851-302 Software Support	1,243	0.00	101.57	893.70	349.30	72%	
38-851-305 Technology Upgrades	2,250	0.00	0.00	0.00	2,250.00		
38-851-309 Advertising	250	0.00	0.00	0.00	250.00		
38-851-310 Dues & Subscriptions	389	12.50	25.00	264.25	124.75	68%	
38-851-313 State Permits	1,250	90.00	90.00	960.00	290.00	77%	
38-851-345 Water Tank Contract	16,620	0.00	4,208.88	8,363.75	8,256.25	50%	
38-851-347 Lab Analysis	1,340	140.00	965.00	965.00	375.00	72%	
38-851-351 Maint. & Repair Equip	4,500	0.00	209.05	214.26	4,285.74	5%	
38-851-352 Vehicle Maintenance	2,400	69.46	669.44	2,114.93	285.07	88%	
38-851-400 Town Liability Insurance	7,643	0.00	0.00	1,910.60	5,732.40	25%	
38-851-405 Audit Expense	3,724	725.00	2,774.99	2,774.99	949.01	75%	
38-851-448 External Contract	15,656	7,560.44	10,096.11	11,542.91	4,113.09	74%	
38-851-451 Water Purchase	256,182	32,468.60	50,271.85	101,045.53	155,136.47	39%	
38-851-801 Town Hall Roof Loan - Principal	2,640	0.00	428.94	1,072.35	1,567.65	41%	
38-851-802 USDA Public Works Trucks - Princ Water	2,485	0.00	2,484.86	2,484.86	0.14	100%	

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38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
38-851-803 USDA Town Hall/WS Loan Principal	41,150	0.00	0.00	0.00	41,150.00		
38-851-831 Town Hall Roof Loan - Interest Water	194	0.00	43.30	108.25	85.75	56%	
38-851-836 USDA Public Works Trucks - Int Water	433	0.00	432.14	432.14	0.86	100%	
38-851-889 Reserve for USDA Loans	4,407	0.00	0.00	0.00	4,407.00		
38-851-895 Grass Cutting Expense	16,000	1,125.00	6,750.00	6,750.00	9,250.00	42%	
38-851-896 WS 25% of GF Expense	46,584	0.00	7,228.00	16,298.80	30,285.20	35%	
38-851-998 Contingency	31,196	0.00	0.00	0.00	31,196.00		
Water Totals:	672,177	68,015.54	147,604.90	262,994.90	409,182.10	39%	
38-852-010 Salary - Full Time	84,922	7,377.15	22,656.83	39,592.37	45,329.63	47%	
38-852-014 Salary - Part Time	15,943	1,557.40	4,557.14	8,157.72	7,785.28	51%	
38-852-019 Salary - Over Time Sewer	6,351	245.08	1,208.83	1,825.11	4,525.89	29%	
38-852-020 ER - FICA Sewer	8,202	702.26	2,174.43	3,788.34	4,413.66	46%	
38-852-030 ER-Retirement Orbit	13,801	1,149.85	3,502.77	6,131.93	7,669.07	44%	
38-852-040 ER-Health Insurance SEWER	13,474	1,083.80	3,251.40	7,522.16	5,951.84	56%	
38-852-050 ER-Life Insurance	310	25.76	77.28	180.32	129.68	58%	
38-852-060 ER-Workman's Comp	1,642	0.00	0.00	1,194.66	447.34	73%	
38-852-099 Salary Reimbursement COVID	1	0.00	(792.78)	(792.78)	793.78	-79278%	
38-852-200 Travel Expense	225	0.00	0.00	0.00	225.00		
38-852-203 Supplies	2,827	(145.54)	464.20	1,085.77	1,741.23	38%	
38-852-204 Uniforms	2,160	239.21	426.21	918.38	1,241.62	43%	
38-852-205 Materials & Supplies	24,950	1,503.61	6,359.06	12,996.90	11,953.10	52%	
38-852-250 Light & Heat & Security	5,981	588.91	747.96	1,895.54	4,085.46	32%	
38-852-251 Telephone & Postage	8,658	660.67	1,947.00	4,150.38	4,507.62	48%	
38-852-252 Fuel	6,000	261.23	971.80	1,779.30	4,220.70	30%	
38-852-255 Bldg. Maint/Clean Svs	2,214	765.28	1,625.53	1,929.85	284.15	87%	

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38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
38-852-260 Electric Tank/Pumps	9,500	1,098.12	3,079.97	5,586.29	3,913.71	59%	
38-852-296 Continuing Education	625	375.00	375.00	375.00	250.00	60%	
38-852-301 Computer Maint.	2,364	115.93	555.79	956.68	1,407.32	40%	
38-852-302 Software Support	1,243	0.00	101.56	893.67	349.33	72%	
38-852-305 Technology Upgrades	2,250	0.00	0.00	0.00	2,250.00		
38-852-309 Advertising	500	0.00	0.00	418.50	81.50	84%	
38-852-310 Dues & Subscriptions	400	12.50	25.00	264.25	135.75	66%	
38-852-313 State Permits	1,250	100.00	100.00	100.00	1,150.00	8%	
38-852-351 Maint & Repair Equip	4,500	0.00	350.35	355.56	4,144.44	8%	
38-852-352 Vehicle Maintenance	2,400	69.46	669.43	2,114.92	285.08	88%	
38-852-400 Liability Insurance	1,911	0.00	0.00	1,910.60	0.40	100%	
38-852-405 Audit Expense	3,724	725.00	2,775.01	2,775.01	948.99	75%	
38-852-435 Purchase of Sewer Services	300,500	0.00	0.00	69,715.88	230,784.12	23%	
38-852-448 External Contract	20,000	6,376.70	13,289.00	15,174.40	4,825.60	76%	
38-852-473 WWTP Rehab Annual Payment	24,032	0.00	0.00	0.00	24,032.00		
38-852-801 Town Hall Roof Loan - Principal	2,640	0.00	428.96	1,072.40	1,567.60	41%	
38-852-802 USDA Public Works Trucks - Princ Sewer	2,485	0.00	2,484.86	2,484.86	0.14	100%	
38-852-803 USDA Town Hall/WS Loan Principal	41,150	0.00	0.00	0.00	41,150.00		
38-852-804 NCDEQ Unity, Bute & Battle Sewer Rehab Princ Only	14,977	0.00	0.00	0.00	14,977.00		
38-852-809 John Riggans Easement Pmt	1,000	0.00	0.00	0.00	1,000.00		
38-852-810 BB&T Battle Avenue Sewer Loan - Principal	6,452	0.00	0.00	0.00	6,452.00		
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	523	0.00	0.00	0.00	523.00		
38-852-831 Town Hall Roof Loan - Interest Sewer	194	0.00	43.32	108.30	85.70	56%	

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38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
38-852-836 USDA Public Works Trucks - Int Sewer	433	0.00	432.14	432.14	0.86	100%	
38-852-837 NCDEQ Sewer Rehab Annual Loan- Interest	3,575	0.00	1,787.50	1,787.50	1,787.50	50%	
38-852-889 Reserve for USDA Loans	4,407	0.00	0.00	0.00	4,407.00		
38-852-896 WS 25% of GF Expense	46,584	0.00	7,228.01	16,298.82	30,285.18	35%	
38-852-998 Contingency	35,581	0.00	0.00	0.00	35,581.00		
Sewer Expenses Totals:	746,611	24,887.38	82,903.56	215,180.73	531,430.27	29%	
38-901-902 Transfer Out to Water Treatment Plant	32,497	0.00	0.00	0.00	32,497.00		
Transfers Out Totals:	32,497	0.00	0.00	0.00	32,497.00		
Expenses Totals:	1,451,285	92,902.92	230,508.46	478,175.63	973,109.37	33%	
38 WATER / SEWER Revenues Over/(Under) Expenses:		16,345.15	124,485.73	192,509.94			

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39 WWTP							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
Revenues							
39-351-470 Town Sewer Revenues	300,500	0.00	0.00	69,715.88	(230,784.12)	23%	
39-351-471 Sewer Revenues - County	229,005	0.00	0.00	53,129.14	(175,875.86)	23%	
39-351-472 Sewer Rev Norlina	165,292	0.00	0.00	38,347.77	(126,944.23)	23%	
39-365-861 Misc Revenue WWTP	19,832	65.00	1,910.00	1,934.99	(17,897.01)	10%	
39-381-038 Transfer In from Water/Sewer	32,497	0.00	0.00	0.00	(32,497.00)		
Revenues Totals:	747,126	65.00	1,910.00	163,127.78	(583,998.22)	22%	
Expenses							
39-861-010 Salary - Full Time	163,202	14,432.11	45,586.04	79,269.10	83,932.90	49%	
39-861-014 Salary - Part Time	15,668	1,538.26	4,174.71	8,031.37	7,636.63	51%	
39-861-019 Over-Time	13,791	866.28	2,264.67	4,449.98	9,341.02	32%	
39-861-020 ER-FICA Taxes	14,739	1,112.47	3,398.32	5,905.43	8,833.57	40%	
39-861-030 ER - Retirement Orbit	30,015	2,349.10	7,174.71	12,678.98	17,336.02	42%	
39-861-040 ER- Health Insurance	24,545	2,013.45	6,040.35	13,851.27	10,693.73	56%	
39-861-050 ER-Life Insurance	572	47.60	142.80	333.20	238.80	58%	
39-861-060 ER-Workman's Comp	3,221	0.00	0.00	2,323.36	897.64	72%	
39-861-099 Salary Reimbursement COVID	1	0.00	(1,823.92)	(1,823.92)	1,824.92	-	182392 %
39-861-200 Travel Expense	500	0.00	0.00	0.00	500.00		
39-861-203 Supplies	2,549	(451.25)	50.92	591.72	1,957.28	23%	
39-861-204 Uniforms	2,916	331.92	592.85	1,291.60	1,624.40	44%	
39-861-205 OP Material & supplies	38,700	3,719.34	12,041.57	20,851.77	17,848.23	54%	
39-861-250 Light, Heat & Security	95,000	7,880.42	21,369.41	43,201.15	51,798.85	45%	
39-861-251 Telephone & Postage	7,722	792.50	2,021.17	4,219.30	3,502.70	55%	
39-861-252 Fuel	9,000	322.76	1,390.19	2,577.24	6,422.76	29%	
39-861-296 Continuing Education	1,225	525.00	525.00	525.00	700.00	43%	
39-861-301 Computer Maint.	4,607	231.86	822.16	1,584.45	3,022.55	34%	
39-861-302 Software Support	2,741	0.00	398.07	2,332.31	408.69	85%	

Budget vs Actual

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Period Ending 12/31/2020

39 WWTP	Budget	MTD	QTD	YTD	Variance	Percent
39-861-305 Technology Upgrades	2,000	0.00	0.00	0.00	2,000.00	
39-861-309 Advertising	1,050	0.00	265.08	1,049.27	0.73	100%
39-861-318 Freight Charges	1,650	248.00	551.43	976.60	673.40	59%
39-861-342 Maint & Repair Plant	60,000	180.00	11,398.15	45,233.87	14,766.13	75%
39-861-344 Sludge Removal	60,000	367.50	7,757.50	14,220.00	45,780.00	24%
39-861-345 Beaver Control	2,000	0.00	0.00	0.00	2,000.00	
39-861-346 Lab Material & Supplies	9,000	193.66	954.06	8,119.61	880.39	90%
39-861-347 Lab Analysis	17,948	932.00	3,409.00	5,680.50	12,267.50	32%
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	637.50	772.50	227.50	77%
39-861-352 Vehicle Maintenance	3,119	138.93	742.84	3,118.58	0.42	100%
39-861-400 Liability Insurance	18,185	0.00	0.00	4,546.20	13,638.80	25%
39-861-405 Audit Expense	7,500	1,450.00	5,550.00	5,550.00	1,950.00	74%
39-861-441 Certify Lab Services	1,000	0.00	95.00	95.00	905.00	10%
39-861-444 Permits & Fees	6,253	200.00	200.00	5,793.50	459.50	93%
39-861-446 Influent Debri removal	3,856	327.47	978.00	1,961.30	1,894.70	51%
39-861-447 WWTP Grant Expense	34,125	0.00	0.00	0.00	34,125.00	
39-861-897 WWTP 25% of GF Exp	42,674	0.00	7,445.00	17,638.98	25,035.02	41%
39-861-998 Contingency	9,555	0.00	0.00	0.00	9,555.00	
WWTP - Expenses Totals:	714,629	39,749.38	146,152.58	316,949.22	397,679.78	44%
39-901-901 Transfer Out to General Fund	32,497	0.00	0.00	0.00	32,497.00	
Transfers Out Totals:	32,497	0.00	0.00	0.00	32,497.00	
Expenses Totals:	747,126	39,749.38	146,152.58	316,949.22	430,176.78	42%
39 WWTP Revenues Over/(Under) Expenses:		(39,684.38)	(144,242.54)	(144,242.53)		

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63075	30	Carolina Images by Angela, LLC	12/02/2020	<u>\$720.56</u>
63076	30	COLUMBIAN MUTUAL LIFE INS CO	12/02/2020	<u>\$37.88</u>
63077	30	COUNTRYBOY'S EXCAVATING	12/02/2020	<u>\$3,658.62</u>
63078	30	DOCUMENT SYSTEMS, INC	12/02/2020	<u>\$35.49</u>
63079	30	EARLYFALSOM PROPERTIES	12/02/2020	<u>\$150.00</u>
63080	30	FRONTIER NATURAL GAS	12/02/2020	<u>\$38.38</u>
63081	30	GALLS QUARTERMASTER	12/02/2020	<u>\$162.20</u>
63082	30	JAMES E CRENSHAW, SR.	12/02/2020	<u>\$75.00</u>
63083	30	RICK EDWARDS ELECTRIC	12/02/2020	<u>\$300.00</u>
63084	30	TRAVIS PACKER	12/02/2020	<u>\$48.82</u>
63085	30	UNIFIRST CORPORATION	12/02/2020	<u>\$910.49</u>
63086	30	VANESSA POWELL	12/02/2020	<u>\$73.73</u>
63087	30	VITO VITALE	12/02/2020	<u>\$65.20</u>
63088	30	WARREN AUTO PARTS, INC.	12/02/2020	<u>\$859.58</u>
63089	30	WILLIAM G NICHOLSON	12/02/2020	<u>\$161.54</u>
63090	30	WRIGHT EXPRESS FSC	12/02/2020	<u>\$1,164.72</u>
63091	30	NC DEPT OF STATE TREASURER	12/02/2020	<u>\$265.00</u>
63092	30	CENTURY LINK COMMUNICATIONS	12/02/2020	<u>\$183.72</u>
63093	30	GRANVILLE FARMS, INC.	12/04/2020	<u>\$367.50</u>
63094	30	INFORMATION TECHNOLOGY SERVICE	12/04/2020	<u>\$174.22</u>
63095	30	Lee Roy West Plumbing & Heating	12/04/2020	<u>\$28.81</u>
63096	30	MERITECH INC	12/04/2020	<u>\$1,072.00</u>
63097	30	UNITED PARCEL SERVICE	12/04/2020	<u>\$124.00</u>
63098	30	CAROLINA DIGITAL PHONE INC	12/07/2020	<u>\$316.00</u>
63099	30	DUKE ENERGY PROGRESS	12/07/2020	<u>\$120.31</u>
63100	30	NORTH CAROLINA 811, INC	12/07/2020	<u>\$25.00</u>
63101	30	Purchase Power (Pitney Bowes)	12/07/2020	<u>\$200.00</u>
63102	30	SONITROL INTEGRATED SECURITY	12/07/2020	<u>\$2,611.00</u>
63103	30	Spectrum Business	12/07/2020	<u>\$124.98</u>
63104	30	VERIZON WIRELESS	12/07/2020	<u>\$280.07</u>
63105	30	WARREN COUNTY PUBLIC UTILITIES	12/07/2020	<u>\$16,528.17</u>
63106	30	WRIGHT EXPRESS FSC	12/07/2020	<u>\$1,120.92</u>

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63107	30	A & S PEST CONTROL, INC.	12/09/2020	<u>\$100.00</u>
63108	30	Always N Bloom	12/09/2020	<u>\$8.21</u>
63109	30	Community Eye Care	12/09/2020	<u>\$109.52</u>
63110	30	DOCUMENT SYSTEMS, INC	12/09/2020	<u>\$106.74</u>
63111	30	Greg W. Isley, CPA, PA	12/09/2020	<u>\$4,350.00</u>
63112	30	Lawrence & Perry Barbeque, LLC	12/09/2020	<u>\$525.00</u>
63113	30	WALKER AUTO STORES	12/09/2020	<u>\$81.73</u>
63114	30	WARREN COUNTY PUBLIC UTILITIES	12/09/2020	<u>\$15,940.43</u>
63115	30	Cash	12/09/2020	<u>\$100.00</u>
63116	30	DOCUMENT SYSTEMS, INC	12/10/2020	<u>\$378.79</u>
63117	30	GFL ENVIRONMENTAL	12/10/2020	<u>\$327.47</u>
63118	30	HARRIS ENTERPRISES	12/10/2020	<u>\$2,285.27</u>
63119	30	Victoria Lehman	12/10/2020	<u>\$10.68</u>
63120	30	AAA GAS AND APPLIANCE CO.	12/14/2020	<u>\$84.99</u>
63121	30	AMAZON CAPTIAL SERVICES, INC.	12/14/2020	<u>\$353.70</u>
63122	30	BREEDLOVE ELECTRIC, INC	12/14/2020	<u>\$417.00</u>
63123	30	Core & Main	12/14/2020	<u>\$12,077.97</u>
63124	30	DOCUMENT SYSTEMS, INC	12/14/2020	<u>\$43.96</u>
63125	30	NCWTFO CERTIFICATION BOARD	12/14/2020	<u>\$90.00</u>
63126	30	PETE SMITH TIRE & QUICK LUBE, INC	12/14/2020	<u>\$370.63</u>
63127	30	QUILL CORPORATION	12/14/2020	<u>\$112.02</u>
63128	30	WPCSOCC	12/14/2020	<u>\$300.00</u>
63129	30	WARREN COUNTY REGISTER OF DEEDS	12/16/2020	<u>\$26.00</u>
63130	30	ASPHALT SEALCOATING AND STRIPING SPECIALIST	12/16/2020	<u>\$480.00</u>
63131	30	DOCUMENT SYSTEMS, INC	12/16/2020	<u>\$854.00</u>
63132	30	FIRST CITIZENS BANK	12/16/2020	<u>\$4,685.76</u>
63133	30	TIME WARNER CABLE	12/16/2020	<u>\$116.97</u>
63134	30	United Healthcare	12/16/2020	<u>\$12,495.89</u>
63135	30	WARREN COUNTY PUBLIC WORKS	12/16/2020	<u>\$1,784.21</u>
63136	30	WATER GUARD, INC.	12/16/2020	<u>\$2,542.36</u>
63137	30	AMAZON CAPTIAL SERVICES, INC.	12/21/2020	<u>\$165.95</u>

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63138	30	BLUE RIDGE SPRINGS, INC	12/21/2020	<u>\$111.70</u>
63139	30	Brimar Industries	12/21/2020	<u>\$96.33</u>
63140	30	DUKE ENERGY PROGRESS	12/21/2020	<u>\$1,000.91</u>
63141	30	FRONTIER NATURAL GAS	12/21/2020	<u>\$72.21</u>
63142	30	HARRIS ENTERPRISES	12/21/2020	<u>\$128.10</u>
63143	30	KING'S FITNESS & NUTRITION CENTER	12/21/2020	<u>\$375.00</u>
63144	30	PETE SMITH TIRE & QUICK LUBE, INC	12/21/2020	<u>\$834.72</u>
63145	30	THYSSENKRUPP	12/21/2020	<u>\$4,461.70</u>
63146	30	UNIFIRST CORPORATION	12/21/2020	<u>\$878.78</u>
63147	30	BELK ARCHITECTURE	12/22/2020	<u>\$4,886.90</u>
63148	30	C. T. Wilson Construction Co.	12/22/2020	<u>\$63,224.82</u>
63149	30	ALWAYS CARE BENEFITS, INC.	12/22/2020	<u>\$490.16</u>
63150	30	Cash	12/22/2020	<u>\$75.00</u>
63151	30	HUMANA SPECIALTY BENEFITS	12/22/2020	<u>\$29.38</u>
63152	30	PRO, INC.	12/22/2020	<u>\$2,500.00</u>
63153	30	SUSAN KING	12/22/2020	<u>\$307.67</u>
63154	30	TIME WARNER CABLE	12/22/2020	<u>\$76.97</u>
63155	30	DUKE ENERGY PROGRESS	12/22/2020	<u>\$8,808.58</u>
63156	30	MUNICIPAL INSURANCE TRUST	12/22/2020	<u>\$672.61</u>
63157	30	PROFESSIONAL MAIL SERVICES, INC	12/22/2020	<u>\$515.32</u>
63158	30	QUILL CORPORATION	12/22/2020	<u>\$32.63</u>
63159	30	US CELLULAR	12/22/2020	<u>\$1,258.23</u>
63160	30	CAROLINA INDUSTRIAL EQUIPMENT, INC	12/29/2020	<u>\$4,374.10</u>
63161	30	CENTURY LINK COMMUNICATIONS	12/29/2020	<u>\$182.52</u>
63162	30	COUNTRYBOY'S EXCAVATING	12/29/2020	<u>\$11,669.26</u>
63163	30	FLEMING INVESTMENT COMPANY	12/29/2020	<u>\$3,000.00</u>
63164	30	FRONTIER NATURAL GAS	12/29/2020	<u>\$46.13</u>
63165	30	HARRIS ENTERPRISES	12/29/2020	<u>\$576.45</u>
63166	30	KPH PAVING & LANDSCAPING, INC.	12/29/2020	<u>\$11,625.16</u>
63167	30	PRUDENTIAL RETIREMENT	12/29/2020	<u>\$1,212.64</u>
63168	30	AAA GAS AND APPLIANCE CO.	12/31/2020	<u>\$635.39</u>
63169	30	DUKE ENERGY PROGRESS	12/31/2020	<u>\$141.16</u>

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63170	30	FRONTIER NATURAL GAS	12/31/2020	<u>\$111.55</u>
63171	30	UNITED PARCEL SERVICE	12/31/2020	<u>\$124.00</u>
63172	30	USA Bluebook	12/31/2020	<u>\$689.47</u>
98	Checks Totaling -			\$218,554.71

Totals By Fund

	Checks	Voids	Total
34	\$3,851.83		\$3,851.83
36	\$2,041.58		\$2,041.58
37	\$46,269.26		\$46,269.26
38	\$71,505.32		\$71,505.32
39	\$23,181.04		\$23,181.04
51	\$132.50		\$132.50
61	\$69,073.18		\$69,073.18
67	\$2,500.00		\$2,500.00
Totals:	\$218,554.71		\$218,554.71

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator
Date: January 6, 2021
Re: December 2020 Monthly Activity Report for Public Works

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) 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 exceedingly difficult due to location of line – Replacement of line will be funded by USDA Rural Development grant. (2) Purchase and install public works 2-way radio repeater. Funded by USDA Rural Development grant. (3) 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) Repair – Various utility asphalt cuts and one concrete cut located throughout Town Water and Sewer territory. Contractor: KPH Paving (Labor and Materials - \$4,098.16) (2) Repair – Asphalt cuts for water and sewer service installation located at 401 Church St. (customer paid for this expense in the tap fees). Contractor: Country Boys Excavating (Labor and Materials - \$2,000.00) (3) Emergency Repair – Replaced sewer service at 517 S. Main St. Contractor: Country Boys Excavating (Labor and Materials - \$1,875.36) (4) Emergency Repair – Replaced sewer service located at 220 Hayley St. Contractor: Country Boys Excavating (Labor and Materials - \$2,178.34) (5) Repair – Replaced water service located at 102 Brehon St. Contractor: Country Boys Excavating (Labor - \$1,480.28, Materials – supplied by Town) (6) Repair – Replaced water service located at 108 Brehon St. Contractor: Country Boys Excavating (Labor - \$1,105.00, Materials – supplied by Town) (7) Repair – Three asphalt cuts for water service repairs on Brehon St. Contractor: Country Boys Excavating (Labor and Materials - \$1,200.00)

Total cost for Maintenance and Repair Equipment (Account No. 38-851-351 & 38-852-351) - \$00.00

Total cost for External Contract Maintenance and Repair (Account No. 38-851-448 & 38-852-448) - \$13,937.14

Streets and Sanitation

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

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator, Warren County Director of Public Works, Norlina Director of Public Works
Date: January 6, 2021
Re: December 2020 Monthly Activity Report for WWTP

- **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)**
- **Completed Plant Maintenance/Repair Related Information:** **(1)** Repair – Digester No. 1. Repair dewatering valve extension. Contractor: Harris Enterprises (Labor - \$180.00)
Total cost for Repairs (Account No. 39-861-342) - \$180.00
- **Plant Discharge Quality:** Our discharge quality remained good throughout the entire month, 25.50 million gallons were treated.

Activity Detail Summary (by Category)

Warrenton Police Department

(12/01/2020 - 12/31/2020)

Incident\Investigations

220 - Burglary/Breaking & Entering	1
23F - Theft From Motor Vehicle	1
250 - Counterfeiting/Forgery	2
290 - Destruction/Damage/Vandalism of Property	1
90D - Driving Under the Influence	1
90Z - All Other Offenses	4
Total Offenses	10
Total Incidents	7

Arrests

90D - Driving Under the Influence	1
90Z - All Other Offenses	2
Total Charges	3
Total Arrests	3

Accidents

Total Accidents 0

Citations

Driving While License Revoked	6
Failure To Stop (Stop Sign/Flashing Red Light)	2
Other (Infraction)	2
Running Red Light	1
Speeding (Infraction)	3
Secondary Charge	13
Total Charges	27
Total Citations	14

Activity Detail Summary (by Category)

Warrenton Police Department

(12/01/2020 - 12/31/2020)

Warning Tickets

Total Charges 0

Total Warning Tickets 0

Ordinance Tickets

Total Ordinance Tickets 0

Criminal Papers

Total Criminal Papers Served 0

Total Criminal Papers 0

Civil Papers

Total Civil Papers Served 0

Total Civil Papers 0

Activity Log Event Summary (Cumulative Totals)

Warrenton Police Department

(12/01/2020 - 12/31/2020)

911 Hang-up	7	Accident	5
Alarm Activation	9	Assist Motorist	2
Assist NPD	5	Assist Other Department	4
Assist WC EMS	1	Assist WCSO	5
B & E	1	C.O.P.S. - Main St	13
C.O.P.S.- Neighborhood Patrol	2	Civil Dispute	1
Communicating Threats	1	Complaint	5
Disabled Vehicle	2	Dispute	1
Foot Patrol	1	Injury to Personal Property	1
Investigation and/or Interview	2	Open Door (Residence)	1
Other	1	Parking Violation	1
Patrol	3	Property Check – Business	19
Property Check – Residential	1	Suspicious Person / Vehicle	3
Talk with Officer	2	Traffic Stop	36
Vehicle Lockout	3	Vehicle Maintenance	1
Warrant	1	Wash Patrol Vehicle	1

Total Number Of Events: 141



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

BOC Meeting December 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.)
 - ✓ Done for Hayley Haywood property. Mayor reviewing other annexed properties.
2. Execute Interlocal Agreement for building inspections with Warren County.
 - ✓ Awaiting executed agreement back from Warren County (cont.)
3. Schedule with Flynne Meares February 11th and 12th for goal-setting session with BOC.
 - ✓ Done
4. Execute Grant Project Ordinance for FEMA funding
 - ✓ Done
5. Schedule HR Committee review of Town's vacation plan relative to other municipalities and surrounding governments
6. Work with Mayor on letter to prior BOC applicants
 - ✓ Draft sent to Mayor
7. Announce dates, for consideration of commissioner candidates, on Sunshine List. Statement of Interest due by January 8th for consideration at February 8th BOC meeting
8. Contact Eric Peterson of Hillsborough regarding voting process used in board replacement
 - ✓ Done



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

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**Human Resources Committee
Warrenton Board of Commissioners
January 8, 2021
Minutes**

Commissioner Blaylock called the meeting to order at 10:00 AM on January 8, 2021 to consider changes to the Town’s vacation accrual. Also attending were Commissioners Hunter and Wethington and Robert Davie and Tracy Stevenson, town staff.

A comparison of accrual rates from comparable towns and counties was presented. Robert Davie stated that the reason for generating the comparison was a desire to remain competitive with other organizations surrounding Warrenton. Chairman Blalock presented a change for discussion:

Current Accrual Rate	Years of Service
0 – 10	6.67
10 – 20	8
20+	10

Proposed Accrual Rate	Years of Service
1 – 2	6.67
2 – 10	8
10 – 20	12
20+	16

Commissioner Wethington inquired about the financial impact to the Town. Robert Davie and Commissioner Blalock indicated that there would be no need to increase the budget. Also Commissioner Blalock stated that the only financial impact would be any increase in part-time staff to cover a shift in the Police Department. All other departments would not require shift coverage. It was noted that the accrual rate was a flat ten hours per month for the Town Administrator.

Commissioner Wethington presented a second option for consideration to keep the Town Administrator from going backwards in accrual and to reflect a majority of other organizations:

Proposed Accrual Rate	Years of Service
1 – 2	8
2 – 10	10
10 – 20	14
20+	17 (16)

Commissioner Blalock indicated that the State of North Carolina maxes out at two days per month. Commissioner Wethington proposed to change the 20+ max rate from 17 hours to 16 hours.

The HR Committee agreed on the Wethington changes and Commissioner Blalock and Hunter proposed that the start date be retroactive to January 1, 2020. Tracy Stevenson indicated that the Town's software would accrue automatically at the end of the month and on the anniversary date of each employee.

With no further business the meeting was adjourned.

Vacation Accruals

Town of Warrenton

YEARS OF SERVICE	HOURS ACCRUED MONTHLY
0 - 10	6.67
10 - 20	8
20+	10

Franklin County

YEARS OF SERVICE	HOURS ACCRUED MONTHLY
0 - 2	8
2 - 5	9
5 - 10	11
10 - 15	13
15 - 20	15
20+	17

Town of Elizabethtown

YEARS OF SERVICE	HOURS ACCRUED MONTHLY
0 - 4	6.67
5 - 10	8
11 - 15	10
16 - 20	12
20+	13.33

Town of Louisburg

YEARS OF SERVICE	HOURS ACCRUED MONTHLY
0 - 5	8
5 - 10	9.33
10 - 15	10.67
15 - 20	12
20+	13.33

Town of Hillsborough

YEARS OF SERVICE	HOURS ACCRUED MONTHLY
0 - 2	8
2 - 5	9.84

5 - 10	11.83
10 - 15	13.85
15 - 20	15.84
20+	17.83

Town of Nashville

YEARS OF SERVICE	HOURS ACCRUED MONTHLY
0 - 1	6.67
2 - 5	8
5 - 10	10
10 - 15	12
15 - 20	13.33
20+	14



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

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STATUS OF GRANTS

(Fund 51 & 61) USDA Rural Development --

- Project being closed out.

(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 updated estimates to continue on as Phase 1. Town placed building under its insurance policy.
- Town working with COG seeking additional grant funding option.

(Fund 55) NC DEQ Water Infrastructure WWTP -- \$2,100,000 to rehab most severe areas of WWTP

- Town \$1,600,000 with 100% grant and Town to pay 1.5% processing fee. Town borrowing additional \$500,000 to pay for cost increases in marketplace.
- Grit screen delivered. Backup generator delivered. Several pay requests processed.

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

- Project being closed out.

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.
- Waiting on financing closing. Work must be completed by October 2021 per grant agreement

NC Neighborhood Revitalization Program

- Application underway for CDGB funds to assist in repairing houses owned by citizens of low or moderate incomes.
- Awaiting release of funds letter from NC Department of Commerce.
- Provided detailed information to NC SHPO for review prior to Commerce releasing funds.

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.
- Town awarded \$218,000 for new garbage and dump trucks. One of 70 awards given. Contract process may be two to six months to complete. Town must purchase equipment and be reimbursed approximately two weeks later.
- Awaiting contract agreement from NC Commerce.

Building Reuse Grant

- Town awarded \$50,000 from NC Commerce for Warrenton Veterinary Clinic.
- Awaiting closing on building before executing grant agreement with Commerce and Dr. O'Malley.

Brownfield Grant

- This grant will analyze the environmental issues with multiple properties in Warrenton.
- Grant application submitted by Cardno engineers. Award notification in May/June of 2021

EDA SPRINT Grant

- Application submitted to US Economic Development Administration for Frontier Warren.
- 20% match from Town is utilizing in-kind match which is already budgeted.
- Award notice Spring of 2021

Bragging
Rooster
Before




Bragging
Rooster
After



Drain @
Citizens
Insurance

Concrete fill
for
abandoned
drain





Drains filled and
pavers repaired @
Citizens Insurance



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

Board Seat Appointments

Based on feedback from Frayda Bluestein and Bob Joyce at UNC SOG: for all city councils there are two options for the procedure to fill a vacancy, and the choice of option could make a difference in the outcome.

Option A: the motion-and-vote method. In an open meeting, a member may make a motion something like this: “I move that Larry Hamilton fill the vacancy in Henrietta Miller’s seat.” If, by the regular procedures of the council, that motion receives a majority of affirmative votes, Larry fills the vacancy. If it does not, then a new motion is in order.

Option B: the nomination-and-ballot method. In an open meeting, board members would nominate citizens to fill the vacancy. (Or the board could decide that everyone who has filled out an application is to be considered a nominee.) Then, each board member would vote for the person he or she would like to have fill the vacancy. A person who receives a majority of the votes would be selected to fill the vacancy. If no one receives a majority, then those who receive the fewest votes should be dropped from consideration, so that the voting is between the front-runners. In using the nomination-and-ballot method, the board must decide beforehand whether a majority will be required to fill the vacancy, and, if so, how the lowest vote-getters will be removed for subsequent rounds of voting, if necessary. On this last point, the rules might say, for instance, that after the first round of votes, all candidates who receive zero votes would be removed. The rules might then say that after the second round, if necessary, all candidates but two will be dropped so that the third round is between the two highest vote-getters.

Board Seat Elections

Based on feedback from Frayda Bluestein and Bob Joyce at the UNC School of Government:

- An election must be held this November for the seat recently vacated by Commissioner Travis Packer and filled by Mark Wethington, even though the term does not expire until November of 2023.
- For the election held in November of 2021, **all candidates** must designate which seat they are running for; the seat that expires in 2023 or one of the three seats that expire in 2025.
- An applicant appointed to replace Commissioner Tom Hardy would naturally run for office in November of 2021 as that term expires in 2021, however he/she must designate which seat they would run for; the seat that expires in 2025 or if desired the seat that expires in 2023.

Warrenton Budget Amendments

Date:

1/11/2021

 Number:

#5

Purpose of Amendment:

The purpose of this budget amendment is to pay for bicycle symbols and arrows on Ridgeway St., excavate storm drain box and repair curb and gutter on Front St., and striping on West Macon St.

Fund Name:

Powell Bill

Revenue

Account Title/Number:	Increase Amount	Decrease Amount
PB Apropr FB/37-395-395	8328.9	
Subtotal	8328.9	0
Total	8328.9	
Grand Total	0	

Expenditure

Account Title/Number:	Increase Amount	Decrease Amount
PB Repair/37-710-361	8328.9	
Subtotal	8328.9	0
Total	8328.9	
Grand Total	0	



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

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**GRANT PROJECT ORDINANCE
BUILDING REUSE GRANT – NC DEPARTMENT OF COMMERCE**

BE IT ORDAINED by the Board of Commissioners of the Town of Warrenton, North Carolina that, pursuant to Section 13.1 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section 1: The Grant Project authorized by the Board of Commissioners of the Town of Warrenton is for the purpose of receiving and distributing funds for the NC Commerce Building Reuse Grant awarded to the Town on behalf of Warrenton Animal Clinic and the associated renovation of the building located at 327 E. Macon Street, Warrenton, NC 27589.

Section 2: The Board of Commissioners of the Town of Warrenton directs the Town Administrator to proceed with the Grant Project within the terms of the grant documents, the rules and regulations of the North Carolina Department of Commerce and the budget contained herein.

Section 3: The following revenues are anticipated to be available to complete the project activities:

Town Match	\$ 2,500
Building Reuse Grant	<u>\$50,000</u>
Total	\$52,500

Section 4: The Town Administrator is hereby directed to maintain within the Grant Project fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and Federal and State regulations.

Section 5: The Town Administrator is directed to include a detailed analysis of past and future costs and revenues of this Grant Project in every budget submission made to this Board of Commissioners.

Section 6: The Town Administrator shall be authorized to transfer appropriations within the various line items of this Grant Project ordinance as he deems necessary, subject to the approval of the Local Government Commission. All such transfers shall be reported to the Board of Commissioners.

Walter M. Gardner, Jr. – Mayor

ATTEST: Robert Davie – Town Administrator



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. 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.

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

**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 15th and July 15th 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.

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 31st 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:	<u>Town of Warrenton</u> _____
By (Signature):	_____
Printed Name:	_____
Title:	_____
Date:	_____