



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

P.O. Box 281
Warrenton, NC 27589-0281
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www.warrenton.nc.gov

BOARD OF COMMISSIONERS REGULAR MEETING

6:45 PM Public Hearing – Budget Revision for CDBG Neighborhood Revitalization Grant

7:00 PM August 8, 2022

AGENDA

Regular Meeting

1. Call to Order, Pledge of Allegiance and Moment of Silence
2. Conflict of Interest Statement, Proposed Agenda
3. Public Comments
 - a. 10 Minute Presentation NC Diocese and All Saints Project
4. Minutes of Board Meeting on July 11, 2022, Minutes of Public Hearing – Budget July 11, 2022,
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
 - f. Action Items from July BOC Meeting
6. Committee Reports
 - a. Finance and Administration (Ms. Hunter)
 - b. Public Works (Mr. Fleming)
 - c. Public Safety (Mr. Ayscue)
 - d. Human Resources/Information Technology (Mr. Blalock)
 - e. Revitalization/Historic District Commission (Mr. Coffman)
 - f. Beautification/Facilities (Ms. Britt)
 - g. Planning/Zoning/Annexation (Mr. Young)
7. Old Business
 - a. Status of Grants – for information
 - b. T-Mobile Antenna Agreement – for consideration
 - c. Parking Lot Update – for consideration
8. New Business
 - a. ARP Spending Considerations – for discussion
 - b. Easement to Quilt Lizzy – for consideration
 - c. Project and Budget Revision for CDGB Grant – for consideration
9. Announcements
10. Adjournment

Town of Warrenton
Notice of Second Public Hearing
2018 Community Development Block Grant
Neighborhood Revitalization (CDBG-NRP) Program

The Town of Warrenton will conduct a public hearing on Monday, August 8, 2022 at 6:45 p.m. at the Warrenton Town Hall in the Commissioner's Meeting Room. The Commissioner's Meeting Room is located on the second floor of the Warrenton Town Hall, located at 113 S. Bragg Street, Warrenton, NC. The purpose of this hearing will be to provide information to the citizens of the Town of Warrenton regarding a budget revision to the 2018 CDBG-Neighborhood Revitalization Program grant application to be submitted to the North Carolina Department Commerce, Rural Economic Development Division. The total revision amount requested is \$200,000 to be added to the Rehabilitation activity of the current CDBG budget. If approved, the Town's total CDBG budget will increase from \$750,000 to \$950,000. Additionally, the Town is requesting an extension of time for project completion from February 28, 2023 to December 31, 2023. The CDBG grant is providing funds to address housing needs of low to moderate-income, owner-occupied households located in the Town. The CDBG funds will address 100% of the project costs. All interested citizens are invited to attend.

The Warrenton Town Council's Meeting Room is accessible to persons with disabilities. Anyone requiring special assistance should contact Mr. Robert Davie, Town Administrator (252) 257-1122 at least 48 hours prior to the public hearing. Hearing impaired persons may call TDD 1-800-735-2962.

Robert Davie, Town Administrator
Town of Warrenton

Ciudad de Warrenton
Aviso de Segunda Audiencia Pública
2018 Subvención en bloque para el desarrollo comunitario
Programa de Revitalización Vecinal (CDBG-NRP)

La Ciudad de Warrenton llevará a cabo una audiencia pública el lunes 8 de agosto, 2022 a las 6:45 p.m. en el Ayuntamiento de Warrenton en la Sala de Reuniones del Comisionado. La Sala de Reuniones del Comisionado está ubicada en el segundo piso del Ayuntamiento de Warrenton, ubicado en 113 S. Bragg Street, Warrenton, NC. El propósito de esta audiencia será proporcionar información a los ciudadanos de la Ciudad de Warrenton con respecto a una revisión del presupuesto a la solicitud de subvención 2018 CDBG-Neighborhood Revitalization Program que se presentará a la División de Desarrollo Económico Rural del Departamento de Comercio de Carolina del Norte. El monto total de revisión solicitado es de 200.000 dólares que se agregarán a la actividad de rehabilitación del presupuesto actual del CDBG. Si se aprueba, el presupuesto total de CDBG de la Ciudad aumentará de \$750,000 a \$950,000. Además, la Ciudad está solicitando una extensión de tiempo para la finalización del proyecto del 28 de febrero de 2023 al 31 de diciembre de 2023. La subvención de CDBG proporciona fondos para abordar las necesidades de vivienda de los hogares de ingresos bajos a moderados, ocupados por sus propietarios ubicados en la ciudad. Los fondos del CDBG cubrirán el 100% de los costos del proyecto. Todos los ciudadanos interesados están invitados a asistir.

La sala de reuniones del Ayuntamiento de Warrenton es accesible para personas con discapacidades. Cualquier persona que requiera asistencia especial debe comunicarse con el Sr. Robert Davie, Administrador de la Ciudad (252) 257-1122 al menos 48 horas antes de la audiencia pública. Las personas con discapacidad auditiva pueden llamar al TDD 1-800-735-2962.

Robert Davie, administrador de la ciudad
Ciudad de Warrenton



Publication Instructions

**Publish in the Warren Record
As a Retail Display Ad in the Regular Body of the Paper**

Wednesday, July 27, 2022

Send Invoice with Affidavit of Publication and Tear Sheet to:

**Town of Warrenton
113 S. Bragg St.
PO Box 281
Warrenton, NC 27589**

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**



Present-day All Saints', Warrenton stands as a testament to the Black Episcopalians who built and worshipped within its walls. The All Saints' Revisioning Committee imagines a future in which the legacy of Black excellence continues to support the Warrenton community. Photo by Dru York

By the Rev. Dr. Brooks Graebner

STILL A SACRED SPACE

A new vision for All Saints', Warrenton, honors the past and serves the future

Church buildings are deeply cherished by parishioners, and any time a church closes there is a sense of grief and loss in that local community. The 2018 closing of All Saints', Warrenton, after a century of sacred use, was no exception.

But All Saints' isn't just one closed church among others. It has profound significance for the Black Episcopal church nationally, and its heritage should matter to us all.

And why?

First and foremost, because All Saints' is a shrine to a man regarded by his contemporaries among Black Episcopalians as a great figure, a priest worthy of emulation and praise: It is the Thomas Cain Memorial Church. That is the name on the church's cornerstone, placed in 1914.

THE CORNERSTONE OF BELOVED COMMUNITY

The Rev. Thomas Cain was a native of Warren County, born into slavery in 1843. At a young age, he moved with his family to Petersburg, Virginia, where they were associated with Grace Episcopal Church.

At the close of the Civil War, Cain was 22 years old, but he could neither read nor write. So, when an Episcopal Freedman's School was started in Petersburg at the newly organized St. Stephen's Church, Cain attended, became literate and advanced to the point of going from there to Lincoln University in Pennsylvania. Upon graduation from Lincoln, Cain returned to teach at St. Stephen's School and to prepare for the priesthood. He was the first Black candidate for ordination in the Diocese of Virginia, and he served in that diocese for 10 years before going to St. Augustine's in Galveston in 1887.

While in Texas, Cain achieved national prominence by virtue of his election as a deputy to General Convention in 1889 and again in 1892. He was the first, and, for many years thereafter, the only Black priest in the entire assembly—the first Black priest to sit as an equal in the House of Deputies and to participate fully in the councils of The Episcopal Church.

So when Cain and his family were killed in the great Galveston flood of 1900, our archdeacon at the time, the Rev. John Pollard, a classmate and friend of Cain in the Diocese of Virginia, proposed that a church be built in



An architectural rendering of a possible interior renovation of All Saints' makes room both for worship and celebrating the church's long history. *Rendering by EVOKE Studios*

Warrenton in his memory. Pollard further proposed that the funds to construct the memorial be raised from Black Episcopalians across the nation. That intention was finally made good 18 years later when newly consecrated bishop the Rt. Rev. Henry Beard Delany conducted the first service at All Saints' in December 1918.

Consider the time in which this was occurring. The 1910s were the decade when so many of the Confederate memorials, monuments to white supremacist attitudes we now wish to renounce, were erected across the South. But at that very time, Black Episcopalians were erecting a very different kind of monument in Warrenton: a monument to a vision of inclusion and equality; a monument to a man who stood for and exemplified the possibility of a Church in which Black and white Christians could sit together, deliberate together and act in concert. Here was a priest with seat and voice in our national assembly, something that was being denied in so many dioceses across the South and was imperiled in this diocese as well. So All Saints' is a monument we can cherish. Here rests the very cornerstone of beloved community.

That's the first point. The second is that All Saints' reflects the life and ministry of Blessed Henry Beard Delany in a profound and personal way. Delany was priest-in-charge at All Saints' for about 20 years between 1892 and 1915, and the building of the Thomas Cain Memorial was a project dear to his heart and the centerpiece of his time as the diocesan archdeacon between 1908 and 1918. It may be that he actually designed the building and selected the building material. He certainly poured his heart and soul into raising the funds for its construction, especially through his leadership in the national conference of Church Workers Among Colored People—the forerunner organization

of the Union of Black Episcopalians. So preserving All Saints' is also an important way of preserving and highlighting Delany's legacy.

But the litany of great Black Episcopal figures associated with All Saints' and Warren County doesn't end there. The missionary bishop of Liberia from 1945 to 1964, the Rt. Rev. Bravid Harris, was born and raised in Warrenton; baptized, confirmed and ordained at All Saints', he became the first Black American bishop with oversight of a diocese. Archdeacon Odell Greenleaf Harris was a pioneer for civil rights in the Dioceses of Southern Virginia and Atlanta; he, too, was ordained and served at All Saints'. The Rev. George Freeman Bragg was the leading spokesman for Black Episcopalians during the first half of the 20th century, and the Rev. William Alston was the first Black seminary graduate in the Episcopal Church. All are Warren County natives, and all their stories deserve to be lifted up.

Simply put, All Saints' should be hallowed for its unparalleled significance to the story of the Black Episcopal Church. We need to tell that story, celebrate that story and preserve this building as a way to ensure its story is given the prominence and respect it deserves.

MORE THAN A SHRINE

But All Saints' should be more than a shrine. There are unmet needs in Warrenton and Warren County, one of the poorest counties in North Carolina. And so, even though All Saints' is a closed church from a congregational standpoint, in that there aren't enough active members to support a free-standing congregation, that doesn't mean the Episcopal Church and the Diocese of North Carolina don't have a continuing mission to the Black community of Warren County.

In this regard, it is helpful to recall that the genesis of All Saints' mission in the early 1890s was the creation of a parochial day school, which for a number of years was the only school where the Black community in Warrenton could learn to read and write. So, it feels right that a restored and renewed All Saints' once again be home to community outreach.

All Saints' will retain its identity as a sacred space. Although closed, All Saints' remains consecrated. It still retains an altar and a baptismal font and, once restored, it can be used for worship on an occasional basis.

Of course, none of this will happen without considerable investment, careful planning and sustained commitment. To that end, the Rt. Rev. Sam Rodman has appointed an All Saints' Revisioning Committee, under the leadership of our missionary for Black ministries, the Rev. Kathy Walker, and he has granted it status as a special ministry under the provisions of diocesan Canon 20. The committee includes diocesan and community leaders, gathered around the former members of All Saints', who remain at the center of the work happening.

The committee has been at work now for about two years. In that time, it has hosted several events intended to bring attention to important aspects of All Saints' heritage. One such event was the September 2020 commemoration of the laying of the church's cornerstone, with remarks by Rodman and former All Saints' member Portia Hawes. Because of COVID-19 restrictions, this commemoration took place in the street in front of the church building, and attendance was restricted to 30 people. But it was covered on the front page of *The Warren Record*. More recently, the committee helped to host the diocesan History Day, where attendees had the opportunity to gather inside All Saints' for the first time in years, to see the building, view exhibits and hear about the work of the Revisioning Committee.

Renovating the church building itself is a major undertaking and, if it is to be done well, requires the expertise of architects and engineers. The committee has retained the services of EVOKE Studios, an award-winning Durham-based architectural firm. The principals in the firm trained with noted Black architect Phil Freelon, best known for designing the Smithsonian Museum of African American History and Culture. EVOKE has been contracted to make a pre-design study and analysis of the building to help the committee understand what it will take to renovate All Saints' and make it fully functional for programs and events. Right now, EVOKE is concentrating its attention on the condition of the roof structure, which has been a problem for All Saints' dating back to its original construction. Until the roof issues are addressed, moisture will continue to find its way into the building and cause deterioration of the interior finishes.

The committee anticipates receiving the report from EVOKE later this spring and beginning work on the roof this summer.

But the committee has not waited on architectural design work to make other improvements to the property. In fall 2020, the committee engaged a Virginia-based firm, Epiphany Studios, to make basic repairs to the windows and remove the large Harris Memorial stained glass window for safekeeping. Reinstallation of that window and renovation of the other stained glass will become part of the larger restoration project. The committee has also taken responsibility for the upkeep of the grounds and done some much-needed cleaning, landscaping and repainting.

With minimal expenditure of funds, the committee has been able to restore the adjoining rectory to use. Much of this work was undertaken through a "sweat equity" arrangement with a local carpenter, who made much-needed repairs to the house in exchange for the opportunity to live there with his wife for a number of months in 2021. Now the house is being leased to a local nonprofit, the Living and Learning Youth Center, which provides life skills classes to teens and their parents. Classes include anger management, positive parenting and substance use prevention. The director of the center, Terry Alston Jones, works closely with the North Carolina Cooperative Extension in Warren County to identify at-risk teenagers and assist them in seeking alternatives to incarceration through dispute mediation and restorative justice. Jones and her program are an excellent beginning for the kind of missional partnerships envisioned for All Saints' once the building is renovated.

The committee has been deeply gratified in our initial work to receive encouragement and grant support from the North Carolina Episcopal Church Foundation, Preservation Warrenton and the Marion Stedman Covington Foundation. It has also received generous individual donations totaling more than \$15,000, including the offering from the diocesan Special Convention in March 2022.

Of course, the Revisioning Committee is still in the beginning stages of bringing new life to All Saints', and the work cannot be done by the committee alone. But the members are encouraged by the signs of new life already at work. May all whose efforts help bring forth the new life of All Saints' take heart in this Doxology: *Glory to God whose power, working in us, can do infinitely more than we can ask or imagine: Glory to him from generation to generation in the Church, and in Christ Jesus for ever and ever. Amen.*

The Rev. Dr. Brooks Graebner is the historiographer for the Diocese of North Carolina and a member of the All Saints' Revisioning Committee.

JOIN THE JOURNEY OF REVISIONING ALL SAINTS', WARRENTON

After more than 100 years, All Saints' in Warrenton is being readied once more for community engagement in the Warrenton community and beyond. The revitalized building space will include the preserved sanctuary as well as and space for celebrating the history of the church and the legacy of Black priests, bishops and lay leaders who have been affiliated with All Saints'.

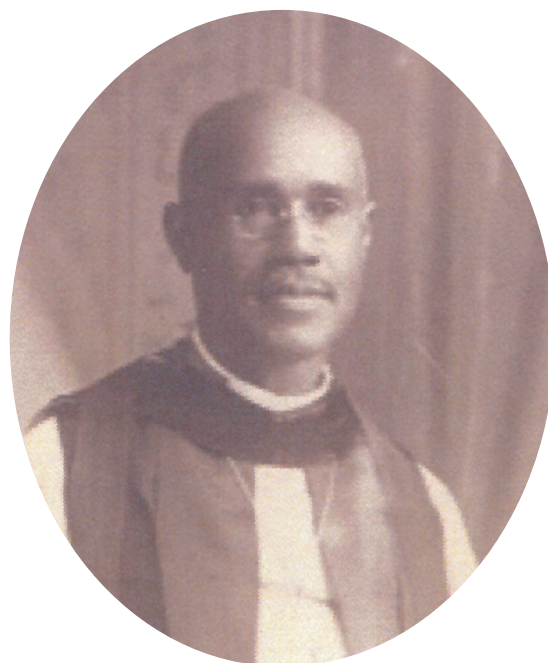
This is an ambitious project that will be a beacon of hope for all Episcopalians, uplifting and celebrating the legacies of historical figures associated with All Saints' and ensuring that their stories are never forgotten. It will also be a gathering place for community meetings and entertainment in the heart of the Warrenton historic district.

To help make this dream a reality, we invite you to join the journey. Make a contribution of any size. Simply visit allsaintswarrenton.gvtls.com or scan the QR code below. If you prefer to send a check, make your check payable to the Episcopal Diocese of North Carolina and write "All Saints' Warrenton" in the memo line.

Mail your check to:

Episcopal Diocese of North Carolina
200 W. Morgan Street Suite 300
Raleigh, NC 27601

For additional information, please contact the Rev. Kathleen Walker at kathy.walker@episdionc.org.





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

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BOARD OF COMMISSIONERS REGULAR MONTHLY MEETING

July 11, 2022

7:00 P.M.

Minutes

Those in attendance were:

Mayor Walter Gardner	Commissioner Michael Coffman
Commissioner John Blalock	Commissioner Al Fleming
Commissioner Jason Young	Commissioner Margaret Britt
Commissioner Aaron Ayscue	
Town Administrator, Robert Davie	
Goble Lane, Chief of Police	
Tracy Stevenson, Minute Taker	

Call to Order – Pledge of Allegiance and Moment of Silence

Mayor Gardner called the regular monthly meeting of the Town of Warrenton Board of Commissioners to order on Monday, July 11, 2022 at 7:00 p.m. A Moment of Silence was held for all who are sick, suffering, and in need. The Pledge of Allegiance was led by Commissioner Young.

Conflict of Interest Statement and Proposed Agenda

The Conflict-of-Interest statement was reviewed. The Proposed Agenda was presented. Mayor Gardner requested that the agenda be amended as follows:

Committee Reports: To be presented in reverse order

Commissioner Coffman made a motion to approve the proposed agenda with the requested change, which was seconded by Commissioner Britt. The motion was approved by unanimous vote.

Public Comments

Dr. Cosmos George was recognized for public comments. Representing the Warren County Environmental Action Team, he informed the Board of the planned celebration in recognition of the 40th anniversary of the PCB protest in Warren County. He announced that September 20, 2022 has been set for a day of activities in Warrenton, to include guided tours, remarks from

elected officials, and food trucks. Dr. George stated this event will have a positive impact on local tourism. He requested a town contribution of \$500.00 to help defray expenses for the celebration and a proclamation be made for the day, as well as, requested use of the bathrooms and electricity in town hall.

Minutes of Board Meeting on March 14, 2022

The minutes of the June 13, 2022, meeting and the public hearing were presented.

Commissioner Blalock made a motion to approve the minutes as presented, with a second by Commissioner Fleming. The motion was approved by unanimous vote.

Consent Agenda

- (a) Year-to-Date Revenue and Expenditure Reports (Budget vs. Actual)
- (b) Monthly Check Report
- (c) Public Works Monthly Report
- (d) WWTP Monthly Report
- (e) Police Activity Report
- (f) Action Items from May BOC meeting

Commissioner Young made a motion to approve the Consent Agenda, with a second by Commissioner Ayscue. The motion was approved by unanimous vote.

Committee Reports – (presented in reverse order)

- (a) Finance and Administration –Commissioner Hunter was not in attendance. Town Administrator, Robert Davie had no additional report other than agenda items.
- (b) Public Works – Commissioner Fleming stated repairs had to be made to the pump station at the Riggan property to stabilize the creek bed as it was encroaching on the sewer lines. He had no additional report.
- (c) Public Safety – Commissioner Ayscue had no additional report.
- (d) Human Resources – Information Technology – Commissioner Blalock had no additional report for Human Resources, but for Information Technology he stated that the town’s website has been viewed from areas as far as Boston, Massachusetts and Dallas, Texas.
- (e) Revitalization/Historic District Commission – Commissioner Coffman reported that the Historic District Commission considered three Certificates of Appropriateness at their June meeting. One from 307 Church Street and one from 123 S. Main Street were approved while the COA for 425 S. Main Street was tabled until the next meeting as the applicants were not present and the Commission members had several questions. Commissioner Coffman stated they are still working on the restructuring plan for the Revitalization Committee and will present the proposed changes to the Board next month. He further stated that the Fall Festival had been scheduled for October 8, 2022.
- (f) Beautification/Facilities – Commissioner Britt had no additional report other than agenda items. She stated there were still some potholes that needed to be repaired around town.
- (g) Planning/Zoning/Annexation – Commissioner Young introduced Frank Frazier, former City Manager of Henderson, who is currently working with Kerr Tar Regional Council of Government. Mr. Frazier presented the updated Zoning Ordinances to comply with NC General Statute 160D. He informed the Board that with the update

the Zoning Map would be required to be signed by the Mayor and the Town Administrator. The update would entail doing away with the Conditional Use Permit and re-categorizing them as Special Use Permits. With a recommendation to approve from the Planning Board, Commissioner Young made a motion to adopt the resolution updating the Zoning Ordinances as presented. Commissioner Fleming seconded the motion and the motion was approved by unanimous vote.

Old Business

(a) Status of Grants

Fund 53 – NC Commerce Main Street Downtown Redevelopment – Submitting paperwork for reimbursement, contingent on resolving payment to Belk Architecture.

Fund 55 – NC DEQ Water Infrastructure WWTP – Waiting for electrical components. Delays in manufacturing.

Fund 72 NC Main Street Solutions Warrenton Brewery Grant – Owners reimbursed \$100,000 from NC Commerce. Into six-month job reporting period.

Fund 67 – NC Neighborhood Revitalization Program – NC Commerce is considering additional funding due to construction cost increases.

Fund 68 – Building Reuse Grant – Job reporting to Commerce and closeout documentation is underway.

Fund 69 – Volkswagen Settlement Grant – Utility/dump truck delivered from Ford to local truck outfitter. Upon completion of manufacturing, eight additional weeks needed for lights and signage on truck.

Fund 71 – Brownfield Grant – Phase 1 study completed for Macon and Main Streets. Third study underway for site on W. Franklin Street.

Fund 74 – USDA Community Facilities \$154,488 (trucks) – Trucks have been ordered. Awaiting delivery date.

Grants submitted since last BOC meeting –

NC Rural Transformation Grant \$500,000 (Parking, Parks, Eaves) – Not awarded. Opportunity to reapply in September 2022.

NCDEQ SLRF Grant \$19,187,222

Water System Improvements: \$4,272,783 – Town not approved. Will apply again in September 2022.

Sewer System Rehabilitation: \$4,096,663 – Town application approved, awarded 100% grant.

WWTP Improvements: \$10,817,776 – Town application approved, awarded 100% grant

(b) USDA Grant Project Ordinance Revised – Updated purchase amounts were included. Commissioner Blalock made a motion to approve the revised ordinance, with a second by Commissioner Young. The motion was approved by unanimous vote.

New Business

(a) Audit Presentation FY 2020-2021 – April Adams of Cherry Bekaert presented the FY 2020-2021 audit to the board. The audit results found no significant deficiencies or weaknesses and one compliance finding for late audit. Ms. Adams stated the cause of the delay was staffing changes and workload balance issues for both the financial statement preparation firm and her firm, Cherry Bekaert, but that town staff were not at fault.

(b) Budget Amendment #1 Unexpected Health Insurance Increase – Town Administrator, Robert Davie presented Budget Amendment #1 to cover the health insurance increase to General Fund. Commissioner Ayscue made a motion to approve the budget amendment as presented, with a second by Commissioner Young. The motion was approved by unanimous vote.

(c) Riggan Outfall – ARP Appropriation Request - Town Administrator, Robert Davie presented the funding request for ARP funds to cover the sewer main repair located in John Riggan's pasture. Commissioner Blalock made a motion to approve the appropriation request, with a second by Commissioner Fleming. The motion was approved by unanimous vote.

(d) Remaining issues relating to Downtown Redevelopment Grant (Milano's) – Town Administrator, Robert Davie presented the following remaining issues:

1. Ventilation to the side of the building instead of through the roof was not approved by State Historic Preservation Office. Concern is that Commerce will claw back funds from the Town for non-compliance.
2. Brick on bottom façade was not approved by SHPO or local Historic District Commission. Specifically denied by HDC. Should be replaced with black tile as proscribed by SHPO. Again, concern is that Commerce will claw back funds from the Town for noncompliance.
3. Architect plans used for Phase II, developed by Belk Architecture, were not paid for. A balance of \$25,856 remains which is \$12,306 less than the original contract. By direction of Commerce, the Town has the contract with the architect. Milano's already paid for the architect fees for Phase I. My recommendation would be to determine if the architect fees can be taken from the remaining balance of grant funds.
4. A balance of \$2500 is owed to the Town for prepaying Kerr-Tar COG for CDBG project management.
5. A balance of \$1,285 is owed to the Town for insuring the building for approximately 18 months in the absence of insurance by the owner

Chris Privette, current contractor for Milano's, addressed the board. In reference to the ventilation issue, Mr. Privette suggested that estimates be obtained for the roof ventilation system and that money be held in escrow for four years in the event that Commerce decides to claw back funds from the town for non-compliance. In reference to the black tile on the front facade that was not replaced as required by the Town's Historic District Commission (HDC), he asked that the HDC board members re-visit their decision. Town Administrator, Robert Davie stated that the property owner willfully ignored the decision of the Historic District Commission. It was noted that painting the brick façade was not approved and not compliant with the HDC ordinances. In reference to the remaining balance of \$25,856 owed to Belk Architecture, Mr. Privette stated he will meet with the company to try to resolve the issue and will request an itemized listing of the design services rendered. In reference to the money owed to the town by the property owner, Mr. Privette suggested these funds could possibly be deducted from the grant money. Commissioner Ayscue requested that the Town Attorney be consulted as to the legality of Mr. Privette's suggestions for resolution of these issues.

Announcements – There were none.

With no further business, the meeting was adjourned.



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PUBLIC HEARING FOR UPDATED ZONING ORDINANCES
JULY 11, 2022
6:45 PM

Mayor Gardner called the Public Hearing of the Town of Warrenton Board of Commissioners to order on Monday, July 11, 2022 at 6:45 p.m. The purpose of this public hearing is to receive comments on the proposed updated Zoning Ordinances that comply with NC General Statute 160D. Those attending were Mayor Walter Gardner, Town Administrator, Robert Davie, Commissioners John Blalock, Margaret Britt, Al Fleming, Michael Coffman, Aaron Ayscue, and Jason Young, Chief of Police Goble Lane, Tracy Stevenson, Frank Frazier with Kerr Tar Council of Government, and several citizens.

Mayor Gardner asked for public comments. With no comments voiced during the Public Hearing, the meeting was closed.

Budget vs Actual

Town of Warrenton
8/1/2022 8:20:46 AM

Page 1 Of 15

Period Ending 7/31/2022

34 FRONTIER WARREN								
Description		Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues								
34-335-341 NC IDEA Grant Revenue		5,000	0.00	0.00	0.00	0.00	(5,000.00)	
34-335-344 Contribution from WC to Frontier Warren		10,000	0.00	0.00	0.00	0.00	(10,000.00)	
34-351-362 Frontier Warren Events		500	0.00	95.00	95.00	95.00	(405.00)	19%
34-351-422 Rent Paid to Town Frontier Warren		42,320	0.00	2,500.00	2,500.00	2,500.00	(39,820.00)	6%
34-352-363 Donations		0	0.00	80.00	80.00	80.00	80.00	
Revenues Totals:		57,820	0.00	2,675.00	2,675.00	2,675.00	(55,145.00)	5%
Expenses								
34-405-203 Supplies		900	0.00	0.00	0.00	0.00	900.00	
34-405-250 Lights/Heat/Security		4,250	2,503.37	316.63	316.63	316.63	1,430.00	66%
34-405-251 Telephone/Internet		3,000	3,095.34	275.94	275.94	275.94	(371.28)	112%
34-405-255 Bldg Maint/Clean Svcs		6,000	4,980.00	100.00	100.00	100.00	920.00	85%
34-405-309 Advertising		1,000	0.00	0.00	0.00	0.00	1,000.00	
34-405-332 Signs below \$5,000		500	0.00	0.00	0.00	0.00	500.00	
34-405-400 Liability Insurance		170	0.00	0.00	0.00	0.00	170.00	
34-405-422 Rent Paid by Town		36,000	33,000.00	3,000.00	3,000.00	3,000.00	0.00	100%
34-405-499 Miscellaneous		1,000	0.00	0.00	0.00	0.00	1,000.00	
Non-Departmental Totals:		52,820	43,578.71	3,692.57	3,692.57	3,692.57	5,548.72	89%
34-431-700 NC IDEA Grant Expense		5,000	0.00	0.00	0.00	0.00	5,000.00	
Totals:		5,000	0.00	0.00	0.00	0.00	5,000.00	
Expenses Totals:		57,820	43,578.71	3,692.57	3,692.57	3,692.57	10,548.72	82%
34 FRONTIER WARREN		Revenues Over/(Under) Expenses:		(1,017.57)	(1,017.57)	(1,017.57)		

Budget vs Actual

Town of Warrenton
8/1/2022 8:20:46 AM

Page 2 Of 15

Period Ending 7/31/2022

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
37-302-301 Ad Valorem Taxes - Current	424,000	0.00	0.00	0.00	0.00	(424,000.00)	
37-302-302 Ad Valorem Taxes - Prior Year	8,500	0.00	0.00	0.00	0.00	(8,500.00)	
37-302-303 Ad Valorem Taxes - all other prior years	8,500	0.00	0.00	0.00	0.00	(8,500.00)	
37-302-304 Ad Valorem Taxes - Penalties & Interest	3,300	0.00	0.00	0.00	0.00	(3,300.00)	
37-307-310 Motor Vehicles - Current	41,000	0.00	0.00	0.00	0.00	(41,000.00)	
37-320-320 Local Option Sales Tax Monthly	340,000	0.00	30,055.07	30,055.07	30,055.07	(309,944.93)	9%
37-320-321 Annual Refund of Sales Tax the Town paid	33,500	0.00	0.00	0.00	0.00	(33,500.00)	
37-325-325 Utility Franchise Tax Quarterly	86,000	0.00	0.00	0.00	0.00	(86,000.00)	
37-325-326 Beer & Wine Tax Annual	3,600	0.00	0.00	0.00	0.00	(3,600.00)	
37-325-328 Refund of Gas Tax paid monthly	1,000	0.00	0.00	0.00	0.00	(1,000.00)	
37-325-329 PD Narcotics Tax	100	0.00	0.00	0.00	0.00	(100.00)	
37-325-330 Solid Waste Disposal Tax Qrly	600	0.00	0.00	0.00	0.00	(600.00)	
37-335-335 Powell Bill	24,888	0.00	0.00	0.00	0.00	(24,888.00)	
37-345-345 Zone Board of Adj	400	0.00	600.00	600.00	600.00	200.00	150%
37-345-346 Code Enforcement	2,750	0.00	125.00	125.00	125.00	(2,625.00)	5%
37-351-350 Run Warrenton 5K	2,500	0.00	0.00	0.00	0.00	(2,500.00)	
37-351-353 Landfill Fees Residential	185,088	0.00	15,179.26	15,179.26	15,179.26	(169,908.74)	8%
37-351-355 Cemetery Fees	700	0.00	0.00	0.00	0.00	(700.00)	
37-351-356 Police Rpt Fees	50	0.00	0.00	0.00	0.00	(50.00)	
37-351-357 Court Fees	300	0.00	13.50	13.50	13.50	(286.50)	5%
37-351-360 Cell Tower Rent	62,340	0.00	0.00	0.00	0.00	(62,340.00)	
37-351-361 Parking/Ordinance Collections PD	250	0.00	20.00	20.00	20.00	(230.00)	8%
37-351-401 Debt Setoff Landfill	100	0.00	64.00	64.00	64.00	(36.00)	64%
37-365-001 Interest Income	50	0.00	0.00	0.00	0.00	(50.00)	

Budget vs Actual

Town of Warrenton
8/1/2022 8:20:46 AM

Page 3 Of 15

Period Ending 7/31/2022

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-365-002 NCCMT Debt Setoff Disbursement	0	0.00	(143.05)	(143.05)	(143.05)	(143.05)	
37-365-351 Revitalization Comm	9,500	0.00	40.00	40.00	40.00	(9,460.00)	0%
37-365-358 Branded Merchandise for Sales	40	0.00	0.00	0.00	0.00	(40.00)	
37-365-370 WWTP 25% of GF Exp	56,781	0.00	0.00	0.00	0.00	(56,781.00)	
37-365-371 WS 25% of GF Exp	105,308	0.00	0.00	0.00	0.00	(105,308.00)	
37-365-401 Mis/Revenue/License Tags	0	0.00	360.00	360.00	360.00	360.00	
37-365-410 Interest Investment NCCMT	50	0.00	0.00	0.00	0.00	(50.00)	
37-381-074 Transfer In from Rural Transformation Grant	24,825	0.00	0.00	0.00	0.00	(24,825.00)	
37-395-396 Apropriated Fund Balance (Budget Only)	24,744	0.00	0.00	0.00	0.00	(24,744.00)	
Revenues Totals:	1,450,764	0.00	46,313.78	46,313.78	46,313.78	(1,404,450.22)	3%
Expenses							
37-401-010 Salary - Full Time	170,397	0.00	13,288.66	13,288.66	13,288.66	157,108.34	8%
37-401-012 Salary - Adm Assistant	51,530	0.00	3,907.20	3,907.20	3,907.20	47,622.80	8%
37-401-020 ER-FICA Taxes	12,686	0.00	1,015.98	1,015.98	1,015.98	11,670.02	8%
37-401-021 ER-FICA Taxes - Adm Assistant	3,928	0.00	298.30	298.30	298.30	3,629.70	8%
37-401-030 ER-Retirement - Orbit	41,917	0.00	3,129.64	3,129.64	3,129.64	38,787.36	7%
37-401-040 ER-Health Insurance	24,350	19,743.23	4,606.77	4,606.77	4,606.77	0.00	100%
37-401-050 ER-Life Insurance	576	480.00	96.00	96.00	96.00	0.00	100%
37-401-060 ER-Workman's Comp	400	0.00	332.79	332.79	332.79	67.21	83%
37-401-200 Travel Expense	1,200	0.00	0.00	0.00	0.00	1,200.00	
37-401-203 Supplies	5,000	383.30	0.00	0.00	0.00	4,616.70	8%
37-401-250 Light, Heat & Security	12,000	5,250.36	325.64	325.64	325.64	6,424.00	46%
37-401-251 Telephone & Postage	3,000	2,560.87	192.33	192.33	192.33	246.80	92%
37-401-255 Bldg. Maint/ Clean SVS	5,000	3,844.22	185.00	185.00	185.00	970.78	81%
37-401-256 Bank Fees/ Petty Cash	3,600	0.00	100.00	100.00	100.00	3,500.00	3%
37-401-295 Training	1,400	0.00	0.00	0.00	0.00	1,400.00	

Budget vs Actual

Town of Warrenton
8/1/2022 8:20:46 AM

Page 4 Of 15

Period Ending 7/31/2022

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-401-301 Computer Maint	3,600	1,969.00	179.00	179.00	179.00	1,452.00	60%
37-401-302 Software Support	3,300	2,309.14	22.50	22.50	22.50	968.36	71%
37-401-304 Website	2,775	0.00	0.00	0.00	0.00	2,775.00	
37-401-306 Awning 25% Fund	500	0.00	0.00	0.00	0.00	500.00	
37-401-307 Special Events	600	0.00	0.00	0.00	0.00	600.00	
37-401-309 Advertising	1,300	0.00	0.00	0.00	0.00	1,300.00	
37-401-310 Dues & Subscriptions	3,000	415.00	321.00	321.00	321.00	2,264.00	25%
37-401-325 NC Sales/Use Tax Paid (No Tax)	700	0.00	89.94	89.94	89.94	610.06	13%
37-401-400 Liability Insurance	6,200	0.00	0.00	0.00	0.00	6,200.00	
37-401-401 County Tax Collection Svs	8,000	0.00	0.00	0.00	0.00	8,000.00	
37-401-405 Audit Expense	10,667	0.00	0.00	0.00	0.00	10,667.00	
37-401-420 Attorney Fees	3,500	0.00	0.00	0.00	0.00	3,500.00	
37-401-499 Miscellaneous Expense	3,000	0.00	270.00	270.00	270.00	2,730.00	9%
37-401-801 Town Hall Roof Loan-Principal	5,555	0.00	0.00	0.00	0.00	5,555.00	
37-401-803 USDA Town Hall/WS Loan Principal	4,486	0.00	0.00	0.00	0.00	4,486.00	
37-401-831 Town Hall Roof Loan - Interest Admin	113	0.00	0.00	0.00	0.00	113.00	
37-401-833 USDA Town Hall/WS Loan Interest	2,794	0.00	0.00	0.00	0.00	2,794.00	
37-401-998 Contingency	7,741	0.00	0.00	0.00	0.00	7,741.00	
General Government Totals:	404,815	36,955.12	28,360.75	28,360.75	28,360.75	339,499.13	16%
37-402-014 Mayor Part Time Salary	1,500	0.00	125.00	125.00	125.00	1,375.00	8%
37-402-020 ER - FICA TAXES	115	0.00	9.56	9.56	9.56	105.44	8%
37-402-200 Travel Expense	500	0.00	0.00	0.00	0.00	500.00	
37-402-295 Training	225	0.00	0.00	0.00	0.00	225.00	
37-402-402 Commission offsite meetings	50	0.00	0.00	0.00	0.00	50.00	
Governing Body Totals:	2,390	0.00	134.56	134.56	134.56	2,255.44	6%
37-405-345 Zoning/Ordinances	10,000	0.00	1,543.12	1,543.12	1,543.12	8,456.88	15%

Budget vs Actual

Town of Warrenton
8/1/2022 8:20:46 AM

Page 5 Of 15

Period Ending 7/31/2022

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-405-407 Branded Clothing Sales	500	0.00	0.00	0.00	0.00	500.00	
37-405-430 Historic District Comm	220	0.00	0.00	0.00	0.00	220.00	
37-405-440 Run Warrenton 5K	2,500	0.00	0.00	0.00	0.00	2,500.00	
37-405-450 Revitalization Comm	9,500	0.00	0.00	0.00	0.00	9,500.00	
37-405-470 Small Town Maint St	2,200	0.00	375.00	375.00	375.00	1,825.00	17%
Non-Departmental Totals:	24,920	0.00	1,918.12	1,918.12	1,918.12	23,001.88	8%
37-501-010 SALARY FULL TIME	260,983	0.00	20,203.98	20,203.98	20,203.98	240,779.02	8%
37-501-014 Salary - Part Time	20,000	0.00	2,880.00	2,880.00	2,880.00	17,120.00	14%
37-501-016 Police Clerical Salary	35,495	0.00	3,086.40	3,086.40	3,086.40	32,408.60	9%
37-501-019 Salary - Over-Time	5,000	0.00	1,573.44	1,573.44	1,573.44	3,426.56	31%
37-501-020 ER-FICA Taxes	24,469	0.00	2,110.10	2,110.10	2,110.10	22,358.90	9%
37-501-030 ER - Retirement Orbit	60,816	0.00	4,066.83	4,066.83	4,066.83	56,749.17	7%
37-501-031 ER - 401K 5%	13,191	11,911.13	1,088.87	1,088.87	1,088.87	191.00	99%
37-501-040 ER - Health Insurance	46,712	32,036.60	6,059.04	6,059.04	6,059.04	8,616.36	82%
37-501-050 ER - Life Insurance	1,010	784.00	176.00	176.00	176.00	50.00	95%
37-501-060 ER - Workman's Comp	6,420	0.00	4,194.39	4,194.39	4,194.39	2,225.61	65%
37-501-200 Travel Expense	1,000	0.00	0.00	0.00	0.00	1,000.00	
37-501-203 Supplies	3,000	468.44	10.96	10.96	10.96	2,520.60	16%
37-501-204 Uniforms	2,000	100.00	98.99	98.99	98.99	1,801.01	10%
37-501-205 Equipment & Material	3,500	432.26	0.00	0.00	0.00	3,067.74	12%
37-501-250 Light, Heat & Security	8,908	5,340.11	235.89	235.89	235.89	3,332.00	63%
37-501-251 Telephone & Postage	9,767	9,565.83	192.33	192.33	192.33	8.84	100%
37-501-252 Fuel	20,000	20,000.00	0.00	0.00	0.00	0.00	100%
37-501-255 Bldg Maint/Clean Svs	4,904	3,844.21	0.00	0.00	0.00	1,059.79	78%
37-501-295 Training	2,000	189.00	0.00	0.00	0.00	1,811.00	9%
37-501-301 Computer Maint	5,106	3,663.00	483.00	483.00	483.00	960.00	81%
37-501-302 Software Support	6,740	1,838.25	39.00	39.00	39.00	4,862.75	28%
37-501-351 Maint & Repair Equip	3,500	0.00	0.00	0.00	0.00	3,500.00	
37-501-370 2019 Dodge Car 100	1,500	0.00	0.00	0.00	0.00	1,500.00	

Budget vs Actual

Town of Warrenton
8/1/2022 8:20:46 AM

Page 6 Of 15

Period Ending 7/31/2022

37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-501-371 2017 Dodge Car 200	1,500	817.99	0.00	0.00	0.00	682.01	55%	
37-501-372 2016 Dodge Car 300	1,500	0.00	0.00	0.00	0.00	1,500.00		
37-501-373 2017 Dodge Car 400	1,500	0.00	0.00	0.00	0.00	1,500.00		
37-501-374 2010 Ford Car 500	1,500	0.00	0.00	0.00	0.00	1,500.00		
37-501-375 2008 Ford Car 600	1,500	16.18	0.00	0.00	0.00	1,483.82	1%	
37-501-376 2019 Dodge Car 700	1,500	0.00	0.00	0.00	0.00	1,500.00		
37-501-400 Liability Insurance	16,952	0.00	0.00	0.00	0.00	16,952.00		
37-501-415 Police Shots Medical	1,000	0.00	0.00	0.00	0.00	1,000.00		
37-501-433 COP Program	500	0.00	0.00	0.00	0.00	500.00		
37-501-436 PD Narcotics Tax/Proceeds	142	0.00	0.00	0.00	0.00	142.00		
37-501-499 Miscellaneous	4,660	2,070.00	90.00	90.00	90.00	2,500.00	46%	
37-501-801 Town Hall Roof Loan Principal	5,280	0.00	0.00	0.00	0.00	5,280.00		
37-501-802 Police 2017 Cars Loan Principal (USDA)	4,343	0.00	4,342.69	4,342.69	4,342.69	0.31	100%	
37-501-803 Police Security Camera Loan Principal (USDA)	1,272	0.00	0.00	0.00	0.00	1,272.00		
37-501-804 Police 2019 Cars Loan Principal (USDA)	4,681	0.00	0.00	0.00	0.00	4,681.00		
37-501-831 Town Hall Roof Loan - Interest PD	388	0.00	0.00	0.00	0.00	388.00		
37-501-832 Police 2017 Cars Loan Interest (USDA)	438	0.00	437.31	437.31	437.31	0.69	100%	
37-501-833 Police Security Camera Loan Interest (USDA)	61	0.00	0.00	0.00	0.00	61.00		
37-501-834 Police 2019 Cars Loan Interest (USDA)	746	0.00	0.00	0.00	0.00	746.00		
Police Department Totals:	595,484	93,077.00	51,369.22	51,369.22	51,369.22	451,037.78	24%	
37-601-014 Salary - Part Time Code Enforcement	3,000	0.00	811.65	811.65	811.65	2,188.35	27%	
37-601-020 ER-FICA Taxes	230	0.00	11.71	11.71	11.71	218.29	5%	
37-601-252 Fuel/Truck Expense/Insurance	435	0.00	0.00	0.00	0.00	435.00		

Budget vs Actual

Town of Warrenton
8/1/2022 8:20:46 AM

Page 7 Of 15

Period Ending 7/31/2022

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-601-352 Vehicle Maintenance	200	0.00	0.00	0.00	0.00	200.00	
37-601-437 Contract Srvs Fire Protection	70,000	0.00	0.00	0.00	0.00	70,000.00	
37-601-475 Donation to Town Fire	1,500	0.00	0.00	0.00	0.00	1,500.00	
37-601-476 Code Enforcement Exp	300	0.00	0.00	0.00	0.00	300.00	
37-601-710 Fire Museum Expense	10,000	0.00	0.00	0.00	0.00	10,000.00	
Fire Totals:	85,665	0.00	823.36	823.36	823.36	84,841.64	1%
37-651-330 Christmas Lights/Santa House	906	0.00	0.00	0.00	0.00	906.00	
37-651-331 Haley Haywood Park	1,415	0.00	0.00	0.00	0.00	1,415.00	
37-651-332 Signs below \$5,000	2,194	0.00	0.00	0.00	0.00	2,194.00	
37-651-333 Street Beautification - Below \$5,000	5,000	0.00	0.00	0.00	0.00	5,000.00	
37-651-335 Street Lighting Electric Bill	23,000	18,103.10	1,896.90	1,896.90	1,896.90	3,000.00	87%
Signs and Lights Totals:	32,515	18,103.10	1,896.90	1,896.90	1,896.90	12,515.00	62%
37-701-010 Salary - Full Time	57,484	0.00	4,425.28	4,425.28	4,425.28	53,058.72	8%
37-701-014 Salary - Part Time	16,643	0.00	832.90	832.90	832.90	15,810.10	5%
37-701-019 Over-Time	1,299	0.00	0.00	0.00	0.00	1,299.00	
37-701-020 ER-FICA Taxes	5,770	0.00	401.07	401.07	401.07	5,368.93	7%
37-701-030 ER - Retirement - Orbit	14,557	0.00	957.01	957.01	957.01	13,599.99	7%
37-701-040 ER-Health Insurance	16,687	14,057.80	2,628.42	2,628.42	2,628.42	0.78	100%
37-701-050 ER-Life Insurance	350	285.28	64.64	64.64	64.64	0.08	100%
37-701-060 ER-Workman's Comp	1,837	0.00	1,827.28	1,827.28	1,827.28	9.72	99%
37-701-203 Supplies	3,600	140.00	217.40	217.40	217.40	3,242.60	10%
37-701-204 Uniforms	3,869	3,869.00	0.00	0.00	0.00	0.00	100%
37-701-251 Telephone & Postage	936	936.00	0.00	0.00	0.00	0.00	100%
37-701-252 Fuel	15,000	10,250.00	0.00	0.00	0.00	4,750.00	68%
37-701-312 Tree Removal	1,200	0.00	0.00	0.00	0.00	1,200.00	
37-701-351 Maint & Repair Equip	7,250	0.00	0.00	0.00	0.00	7,250.00	
37-701-352 Vehicle Maintenance	6,000	0.00	0.00	0.00	0.00	6,000.00	
37-701-400 Liability Insurance	5,738	0.00	0.00	0.00	0.00	5,738.00	

Budget vs Actual

Town of Warrenton
8/1/2022 8:20:46 AM

Page 8 Of 15

Period Ending 7/31/2022

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-701-431 Street Debris Disposal	6,000	1,000.00	2,500.00	2,500.00	2,500.00	2,500.00	58%
Streets Totals:	164,220	30,538.08	13,854.00	13,854.00	13,854.00	119,827.92	27%
37-710-361 Maint & Repair POWELL BILL	24,788	0.00	0.00	0.00	0.00	24,788.00	
37-710-405 Audit Expense POWELL BILL	100	0.00	0.00	0.00	0.00	100.00	
Powell Bill Totals:	24,888	0.00	0.00	0.00	0.00	24,888.00	
37-801-010 Salary - Full Time Sanitation	49,503	0.00	3,807.92	3,807.92	3,807.92	45,695.08	8%
37-801-019 Salary - Over Time Sanitation	692	0.00	0.00	0.00	0.00	692.00	
37-801-020 ER - FICA Sanitation	3,840	0.00	285.18	285.18	285.18	3,554.82	7%
37-801-030 ER - Retirement - Orbit Sanitation	9,688	0.00	693.04	693.04	693.04	8,994.96	7%
37-801-040 ER - Health Insurance	13,063	10,729.80	2,025.09	2,025.09	2,025.09	308.11	98%
37-801-050 ER - Life Insurance	259	215.76	43.20	43.20	43.20	0.04	100%
37-801-060 Workman's Compensation	4,080	0.00	4,059.19	4,059.19	4,059.19	20.81	99%
37-801-203 Supplies	1,000	164.99	0.00	0.00	0.00	835.01	16%
37-801-204 Uniforms	2,309	2,309.00	0.00	0.00	0.00	0.00	100%
37-801-251 Telephone & Postage	516	516.00	0.00	0.00	0.00	0.00	100%
37-801-252 Fuel	4,781	3,500.00	0.00	0.00	0.00	1,281.00	73%
37-801-350 Landfill Fees	20,250	18,525.33	1,474.67	1,474.67	1,474.67	250.00	99%
37-801-352 Vehicle Maintenance	1,000	0.00	0.00	0.00	0.00	1,000.00	
37-801-400 Liability Insurance	4,886	0.00	0.00	0.00	0.00	4,886.00	
Sanitation Totals:	115,867	35,960.88	12,388.29	12,388.29	12,388.29	67,517.83	42%
Expenses Totals:	1,450,764	214,634.18	110,745.20	110,745.20	110,745.20	1,125,384.62	22%
37 GENERAL FUND Revenues Over/(Under) Expenses:			(64,431.42)	(64,431.42)	(64,431.42)		

Budget vs Actual

Town of Warrenton
8/1/2022 8:20:46 AM

Page 9 Of 15

Period Ending 7/31/2022

38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
38-351-401 Water Sales	801,660	0.00	64,038.24	64,038.24	64,038.24	(737,621.76)	8%
38-351-402 Debt Setoff WATER	78	0.00	22.53	22.53	22.53	(55.47)	29%
38-351-404 Sewer Services	623,274	0.00	49,563.75	49,563.75	49,563.75	(573,710.25)	8%
38-351-407 Debt Setoff SEWER	42	0.00	26.52	26.52	26.52	(15.48)	63%
38-351-408 Town Taps	18,000	0.00	256.96	256.96	256.96	(17,743.04)	1%
38-351-416 Dis/Reconnection Fee	8,972	0.00	497.92	497.92	497.92	(8,474.08)	6%
38-351-417 Fire Sprinkler	2,302	0.00	178.14	178.14	178.14	(2,123.86)	8%
38-351-418 Late Fees/Penalty/Cut Off	1,000	0.00	1,699.17	1,699.17	1,699.17	699.17	170%
38-351-419 Returned Check Fee	400	0.00	100.00	100.00	100.00	(300.00)	25%
38-351-420 Debt Setoff Late Fees/Penalty/Cut Off	55	0.00	30.00	30.00	30.00	(25.00)	55%
38-365-001 Interest Income	36	0.00	0.00	0.00	0.00	(36.00)	
38-365-014 Cash Over and Short (Daily Difference)	4	0.00	0.00	0.00	0.00	(4.00)	
38-365-410 Interest/investment Income NCCMT	23	0.00	0.00	0.00	0.00	(23.00)	
38-365-421 Account Activation Fee	2,400	0.00	200.00	200.00	200.00	(2,200.00)	8%
38-365-851 Misc Revenue WATER	32	0.00	0.00	0.00	0.00	(32.00)	
Revenues Totals:	1,458,278	0.00	116,613.23	116,613.23	116,613.23	(1,341,664.77)	8%
Expenses							
38-851-010 Salary Full Time	105,650	0.00	8,264.32	8,264.32	8,264.32	97,385.68	8%
38-851-014 Salary - Part Time	16,987	0.00	1,284.96	1,284.96	1,284.96	15,702.04	8%
38-851-019 Salary Over-Time	7,308	0.00	202.30	202.30	202.30	7,105.70	3%
38-851-020 ER-FICA Taxes	9,941	0.00	687.73	687.73	687.73	9,253.27	7%
38-851-030 ER - Retirement Orbit	19,774	0.00	1,366.81	1,366.81	1,366.81	18,407.19	7%
38-851-040 ER - Health Insurance WATER	23,979	15,741.71	3,113.91	3,113.91	3,113.91	5,123.38	79%
38-851-050 ER - Life Insurance	500	356.00	71.20	71.20	71.20	72.80	85%
38-851-060 ER - Workman's Comp	1,155	0.00	1,154.72	1,154.72	1,154.72	0.28	100%

Budget vs Actual

Town of Warrenton
8/1/2022 8:20:46 AM

Page 10 Of 15

Period Ending 7/31/2022

38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-851-200 Travel Expense	215	0.00	0.00	0.00	0.00	215.00	
38-851-203 Supplies	35,000	2,004.82	864.10	864.10	864.10	32,131.08	8%
38-851-204 Uniforms	2,220	2,220.00	0.00	0.00	0.00	0.00	100%
38-851-250 Light & Heat & Security	5,042	3,299.25	158.75	158.75	158.75	1,584.00	69%
38-851-251 Telephone & Postage	8,320	5,814.12	96.16	96.16	96.16	2,409.72	71%
38-851-252 Fuel	10,300	8,000.00	0.00	0.00	0.00	2,300.00	78%
38-851-255 Bldg. Maint/Clean Svs	3,039	1,922.14	0.00	0.00	0.00	1,116.86	63%
38-851-260 Electric Tank/Pumps	4,200	2,233.38	66.62	66.62	66.62	1,900.00	55%
38-851-296 Continuing Education	625	0.00	0.00	0.00	0.00	625.00	
38-851-301 Computer Maintenance	2,000	1,064.25	96.75	96.75	96.75	839.00	58%
38-851-302 Software Support	9,400	897.13	7,414.15	7,414.15	7,414.15	1,088.72	88%
38-851-305 Technology Upgrades	2,250	0.00	0.00	0.00	0.00	2,250.00	
38-851-309 Advertising	265	0.00	0.00	0.00	0.00	265.00	
38-851-310 Dues & Subscriptions	424	137.50	31.50	31.50	31.50	255.00	40%
38-851-313 State Permits	1,250	0.00	0.00	0.00	0.00	1,250.00	
38-851-345 Water Tank Contract	18,000	13,295.85	4,431.95	4,431.95	4,431.95	272.20	98%
38-851-347 Lab Analysis	1,500	0.00	0.00	0.00	0.00	1,500.00	
38-851-351 Maint. & Repair Equip	3,000	0.00	175.00	175.00	175.00	2,825.00	6%
38-851-352 Vehicle Maintenance	3,750	0.00	0.00	0.00	0.00	3,750.00	
38-851-400 Town Liability Insurance	5,260	0.00	0.00	0.00	0.00	5,260.00	
38-851-405 Audit Expense	5,334	0.00	0.00	0.00	0.00	5,334.00	
38-851-448 External Contract	17,000	1,735.96	1,398.80	1,398.80	1,398.80	13,865.24	18%
38-851-451 Water Purchase	200,000	154,924.39	15,075.61	15,075.61	15,075.61	30,000.00	85%
38-851-801 Town Hall Roof Loan - Principal	2,778	0.00	0.00	0.00	0.00	2,778.00	
38-851-802 USDA Public Works Trucks - Princ Water	2,651	0.00	0.00	0.00	0.00	2,651.00	
38-851-803 USDA Town Hall/WS Loan Principal	27,000	0.00	0.00	0.00	0.00	27,000.00	
38-851-831 Town Hall Roof Loan - Interest	57	0.00	0.00	0.00	0.00	57.00	

Budget vs Actual

Town of Warrenton
8/1/2022 8:20:46 AM

Page 11 Of 15

Period Ending 7/31/2022

38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Water							
38-851-833 USDA Town Hall/WS Loan Interest	14,130	0.00	0.00	0.00	0.00	14,130.00	
38-851-836 USDA Public Works Trucks - Int Water	267	0.00	0.00	0.00	0.00	267.00	
38-851-896 WS 25% of GF Expense	52,654	0.00	0.00	0.00	0.00	52,654.00	
38-851-998 Contingency	9,385	0.00	0.00	0.00	0.00	9,385.00	
Water Totals:	632,610	213,646.50	45,955.34	45,955.34	45,955.34	373,008.16	41%
38-852-010 Salary - Full Time	105,650	0.00	8,264.32	8,264.32	8,264.32	97,385.68	8%
38-852-014 Salary - Part Time	16,987	0.00	1,284.96	1,284.96	1,284.96	15,702.04	8%
38-852-019 Salary - Over Time Sewer	7,308	0.00	85.50	85.50	85.50	7,222.50	1%
38-852-020 ER - FICA Sewer	9,941	0.00	734.27	734.27	734.27	9,206.73	7%
38-852-030 ER-Retirement Orbit	19,774	0.00	1,363.88	1,363.88	1,363.88	18,410.12	7%
38-852-040 ER-Health Insurance SEWER	17,943	14,827.14	3,115.62	3,115.62	3,115.62	0.24	100%
38-852-050 ER-Life Insurance	500	362.40	72.48	72.48	72.48	65.12	87%
38-852-060 ER-Workman's Comp	1,155	0.00	1,154.73	1,154.73	1,154.73	0.27	100%
38-852-200 Travel Expense	215	0.00	0.00	0.00	0.00	215.00	
38-852-203 Supplies	25,602	2,004.82	623.47	623.47	623.47	22,973.71	10%
38-852-204 Uniforms	2,220	2,220.00	0.00	0.00	0.00	0.00	100%
38-852-250 Light & Heat & Security	6,000	3,299.25	158.75	158.75	158.75	2,542.00	58%
38-852-251 Telephone & Postage	8,320	5,813.88	96.16	96.16	96.16	2,409.96	71%
38-852-252 Fuel	10,300	8,000.00	0.00	0.00	0.00	2,300.00	78%
38-852-255 Bldg. Maint/Clean Svs	3,039	1,922.13	0.00	0.00	0.00	1,116.87	63%
38-852-260 Electric Tank/Pumps	9,000	7,900.23	599.77	599.77	599.77	500.00	94%
38-852-296 Continuing Education	625	0.00	0.00	0.00	0.00	625.00	
38-852-301 Computer Maint.	2,000	1,064.25	96.75	96.75	96.75	839.00	58%
38-852-302 Software Support	9,400	897.12	7,414.15	7,414.15	7,414.15	1,088.73	88%
38-852-305 Technology Upgrades	2,250	0.00	0.00	0.00	0.00	2,250.00	
38-852-309 Advertising	683	0.00	0.00	0.00	0.00	683.00	

Budget vs Actual

Town of Warrenton
8/1/2022 8:20:46 AM

Page 12 Of 15

Period Ending 7/31/2022

38 WATER / SEWER								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
38-852-310 Dues & Subscriptions	423	137.50	31.50	31.50	31.50	254.00	40%	
38-852-313 State Permits	1,500	0.00	0.00	0.00	0.00	1,500.00		
38-852-351 Maint & Repair Equip	3,000	0.00	175.00	175.00	175.00	2,825.00	6%	
38-852-352 Vehicle Maintenance	3,750	0.00	0.00	0.00	0.00	3,750.00		
38-852-400 Liability Insurance	5,552	0.00	0.00	0.00	0.00	5,552.00		
38-852-405 Audit Expense	5,334	0.00	0.00	0.00	0.00	5,334.00		
38-852-435 Purchase of Sewer Services	363,112	0.00	0.00	0.00	0.00	363,112.00		
38-852-448 External Contract	17,000	1,735.94	5,911.80	5,911.80	5,911.80	9,352.26	45%	
38-852-473 WWTP Rehab Annual Payment	25,700	0.00	0.00	0.00	0.00	25,700.00		
38-852-801 Town Hall Roof Loan - Principal	2,708	0.00	0.00	0.00	0.00	2,708.00		
38-852-802 USDA Public Works Trucks - Princ Sewer	2,567	0.00	0.00	0.00	0.00	2,567.00		
38-852-803 USDA Town Hall/WS Loan Principal	27,000	0.00	0.00	0.00	0.00	27,000.00		
38-852-804 NCDEQ Unity, Bute & Battle Sewer Rehab Princ Only	14,839	0.00	0.00	0.00	0.00	14,839.00		
38-852-809 John Riggans Easement Pmt	1,000	1,000.00	0.00	0.00	0.00	0.00	100%	
38-852-811 NCDEQ Sewer Rehab Annual Loan- Principal	13,750	0.00	0.00	0.00	0.00	13,750.00		
38-852-831 Town Hall Roof Loan - Interest Sewer	57	0.00	0.00	0.00	0.00	57.00		
38-852-833 USDA Town Hall/WS Loan Interest	14,130	0.00	0.00	0.00	0.00	14,130.00		
38-852-836 USDA Public Works Trucks - Int Sewer	267	0.00	0.00	0.00	0.00	267.00		
38-852-837 NCDEQ Sewer Rehab Annual Loan- Interest	3,025	0.00	0.00	0.00	0.00	3,025.00		
38-852-896 WS 25% of GF Expense	52,654	0.00	0.00	0.00	0.00	52,654.00		
38-852-998 Contingency	9,388	0.00	0.00	0.00	0.00	9,388.00		
Sewer Expenses Totals:	825,668	51,184.66	31,183.11	31,183.11	31,183.11	743,300.23	10%	

Budget vs Actual

Period Ending 7/31/2022								
Expenses Totals:	1,458,278	264,831.16	77,138.45	77,138.45	77,138.45	1,116,308.39	23%	
38 WATER / SEWER Revenues Over/(Under) Expenses:			39,474.78	39,474.78	39,474.78			

Budget vs Actual

Town of Warrenton
8/1/2022 8:20:46 AM

Page 14 Of 15

Period Ending 7/31/2022

39 WWTP							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
39-351-405 Septic Disposal Service	56,940	0.00	3,185.00	3,185.00	3,185.00	(53,755.00)	6%
39-351-470 Town Sewer Revenues	363,112	0.00	0.00	0.00	0.00	(363,112.00)	
39-351-471 Sewer Revenues - County	194,153	0.00	0.00	0.00	0.00	(194,153.00)	
39-351-472 Sewer Rev Norlina	213,183	0.00	0.00	0.00	0.00	(213,183.00)	
39-365-001 Interest Income	2	0.00	0.00	0.00	0.00	(2.00)	
Revenues Totals:	827,390	0.00	3,185.00	3,185.00	3,185.00	(824,205.00)	0%
Expenses							
39-861-010 Salary - Full Time	186,071	0.00	14,716.14	14,716.14	14,716.14	171,354.86	8%
39-861-014 Salary - Part Time	17,097	0.00	688.42	688.42	688.42	16,408.58	4%
39-861-019 Over-Time	15,869	0.00	580.21	580.21	580.21	15,288.79	4%
39-861-020 ER-FICA Taxes	16,756	0.00	1,126.47	1,126.47	1,126.47	15,629.53	7%
39-861-030 ER - Retirement Orbit	39,040	0.00	2,500.55	2,500.55	2,500.55	36,539.45	6%
39-861-040 ER- Health Insurance	32,198	26,047.05	5,016.00	5,016.00	5,016.00	1,134.95	96%
39-861-050 ER-Life Insurance	625	502.40	100.48	100.48	100.48	22.12	96%
39-861-060 ER-Workman's Comp	2,324	0.00	2,244.03	2,244.03	2,244.03	79.97	97%
39-861-200 Travel Expense	500	0.00	0.00	0.00	0.00	500.00	
39-861-203 Supplies	57,000	1,985.00	3,474.67	3,474.67	3,474.67	51,540.33	10%
39-861-204 Uniforms	3,120	3,120.00	0.00	0.00	0.00	0.00	100%
39-861-250 Light, Heat & Security	105,000	91,287.05	8,712.95	8,712.95	8,712.95	5,000.00	95%
39-861-251 Telephone & Postage	8,371	7,998.98	370.70	370.70	370.70	1.32	100%
39-861-252 Fuel	10,250	9,600.00	0.00	0.00	0.00	650.00	94%
39-861-296 Continuing Education	2,000	0.00	0.00	0.00	0.00	2,000.00	
39-861-301 Computer Maint.	3,885	2,128.50	193.50	193.50	193.50	1,563.00	60%
39-861-302 Software Support	3,267	1,601.75	367.49	367.49	367.49	1,297.76	60%
39-861-305 Technology Upgrades	2,000	0.00	0.00	0.00	0.00	2,000.00	
39-861-309 Advertising	1,000	0.00	0.00	0.00	0.00	1,000.00	
39-861-310 Dues & Subscriptions	132	0.00	0.00	0.00	0.00	132.00	

Budget vs Actual

Town of Warrenton
8/1/2022 8:20:46 AM

Page 15 Of 15

Period Ending 7/31/2022

39 WWTP							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
39-861-318 Freight Charges	1,750	1,628.00	146.16	146.16	146.16	(24.16)	101%
39-861-342 Maint & Repair Plant	80,000	0.00	0.00	0.00	0.00	80,000.00	
39-861-344 Sludge Removal	70,000	0.00	0.00	0.00	0.00	70,000.00	
39-861-345 Beaver Control	750	0.00	0.00	0.00	0.00	750.00	
39-861-346 Lab Material & Supplies	9,000	196.04	2,402.90	2,402.90	2,402.90	6,401.06	29%
39-861-347 Lab Analysis	18,565	0.00	0.00	0.00	0.00	18,565.00	
39-861-348 Tar - Pamlico Dues	3,000	0.00	0.00	0.00	0.00	3,000.00	
39-861-349 OSHAComp/Safety M&S	1,000	0.00	0.00	0.00	0.00	1,000.00	
39-861-352 Vehicle Maintenance	4,750	0.00	0.00	0.00	0.00	4,750.00	
39-861-400 Liability Insurance	14,624	0.00	0.00	0.00	0.00	14,624.00	
39-861-405 Audit Expense	10,667	0.00	0.00	0.00	0.00	10,667.00	
39-861-441 Certify Lab Services	1,000	0.00	0.00	0.00	0.00	1,000.00	
39-861-444 Permits & Fees	14,482	0.00	2,500.00	2,500.00	2,500.00	11,982.00	17%
39-861-446 Influent Debris Removal	5,655	3,567.16	272.84	272.84	272.84	1,815.00	68%
39-861-810 NCDEQ WWTP Phase 2 Principal	23,607	0.00	0.00	0.00	0.00	23,607.00	
39-861-897 WWTP 25% of GF Exp	56,781	0.00	0.00	0.00	0.00	56,781.00	
39-861-998 Contingency	5,254	0.00	0.00	0.00	0.00	5,254.00	
WWTP - Expenses Totals:	827,390	149,661.93	45,413.51	45,413.51	45,413.51	632,314.56	24%
Expenses Totals:	827,390	149,661.93	45,413.51	45,413.51	45,413.51	632,314.56	24%
39 WWTP Revenues Over/(Under) Expenses:			(42,228.51)	(42,228.51)	(42,228.51)		

Check Listing

Date From: 7/1/2022 Date To: 7/31/2022

Vendor Range: 1 800 FLAGPOLE.COM - YVONNE D MATTHEWS

Town of Warrenton
08/01/2022 08:22 AM

Page: 1 of 3

Check Number	Bank	Vendor	Date	Amount
64987	30	Cash	07/06/2022	<u>\$100.00</u>
64988	30	FLEMING INVESTMENT COMPANY	07/06/2022	<u>\$3,000.00</u>
64989	30	FRONTIER NATURAL GAS	07/06/2022	<u>\$12.42</u>
64990	30	INFORMATION TECHNOLOGY SERVICE	07/06/2022	<u>\$175.46</u>
64991	30	MULTIMEDIA SALES & MARKETING	07/06/2022	<u>\$270.00</u>
64992	30	NATIONAL MAIN STREET CENTER	07/06/2022	<u>\$375.00</u>
64993	30	UNIFIRST CORPORATION	07/06/2022	<u>\$109.68</u>
64994	30	UNUM LIFE INSURANCE COMPANY OF AMERICA	07/06/2022	<u>\$470.64</u>
64995	30	WHITCO TERMITE & PEST CONTROL	07/06/2022	<u>\$185.00</u>
64996	30	CAROLINA DIGITAL PHONE INC	07/07/2022	<u>\$316.00</u>
64997	30	Core & Main	07/07/2022	<u>\$15,791.85</u>
64998	30	DUKE ENERGY PROGRESS	07/07/2022	<u>\$1,769.84</u>
64999	30	HARRIS EQUIPMENT COMPANY	07/07/2022	<u>\$2,500.00</u>
65000	30	KING'S FITNESS & NUTRITION CENTER	07/07/2022	<u>\$315.00</u>
65001	30	Lee Roy West Plumbing & Heating	07/07/2022	<u>\$2.54</u>
65002	30	MERITECH INC	07/07/2022	<u>\$1,936.00</u>
65003	30	MUNICIPAL INSURANCE TRUST	07/07/2022	<u>\$778.79</u>
65004	30	NC DEPARTMENT OF REVENUE	07/07/2022	<u>\$89.94</u>
65005	30	NC INTERLOCAL RISK MANAGMENT	07/07/2022	<u>\$15,625.78</u>
65006	30	NEWCOMB TECH	07/07/2022	<u>\$1,081.38</u>
65007	30	Spectrum Business	07/07/2022	<u>\$129.98</u>
65008	30	TAR HEEL TIRE SALES/SERVICE	07/07/2022	<u>\$18.56</u>
65009	30	UNIFIRST CORPORATION	07/07/2022	<u>\$261.87</u>
65010	30	WILSON'S WATER SERVICES	07/07/2022	<u>\$750.00</u>
65011	30	WOMACK PUBLISHING CO. INC.	07/07/2022	<u>\$346.91</u>
65012	30	Community Eye Care	07/08/2022	<u>\$101.40</u>
65013	30	DEPT OF THE SECRETARY OF STATE	07/08/2022	<u>\$38.00</u>
65014	30	HARRIS EQUIPMENT COMPANY	07/08/2022	<u>\$7,310.60</u>
65015	30	NC DEQ/DWR/WSS Laboratory Cert. Branch	07/08/2022	<u>\$1,750.00</u>
65016	30	PETE SMITH TIRE & QUICK LUBE, INC	07/08/2022	<u>\$2,182.18</u>
65017	30	SOUTHERN CORROSION, INC.	07/08/2022	<u>\$4,431.95</u>
65018	30	UNIFIRST CORPORATION	07/08/2022	<u>\$261.87</u>

Check Listing

Date From: 7/1/2022 Date To: 7/31/2022

Vendor Range: 1 800 FLAGPOLE.COM - YVONNE D MATTHEWS

Town of Warrenton
08/01/2022 08:22 AM

Page: 2 of 3

Check Number	Bank	Vendor	Date	Amount
65019	30	WARREN AUTO PARTS, INC.	07/08/2022	\$7.75
65020	30	WRIGHT EXPRESS FSC	07/08/2022	\$2,898.39
65021	30	AMAZON CAPTIAL SERVICES, INC.	07/14/2022	\$660.53
65022	30	DUKE ENERGY PROGRESS	07/14/2022	\$1,394.15
65023	30	DUKE ENERGY PROGRESS	07/14/2022	\$304.21
65024	30	GALLS QUARTERMASTER	07/14/2022	\$105.67
65025	30	GARY V. WILLIAMS	07/14/2022	\$350.00
65026	30	HACH COMPANY	07/14/2022	\$1,177.68
65027	30	INVOICE CLOUD, INC.	07/14/2022	\$129.20
65028	30	KERR-TAR REG COUNCIL OF GOV	07/14/2022	\$137.00
65029	30	NC STATE BUREAU OF INVESTIGATION	07/14/2022	\$150.00
65030	30	NORTH CAROLINA 811, INC	07/14/2022	\$25.00
65031	30	PETE SMITH TIRE & QUICK LUBE, INC	07/14/2022	\$23.05
65032	30	UNITED PARCEL SERVICE	07/14/2022	\$36.00
65033	30	WARREN COUNTY PUBLIC UTILITIES	07/14/2022	\$15,075.61
65034	30	WOMACK PUBLISHING CO. INC.	07/14/2022	\$66.00
65035	30	AMAZON CAPTIAL SERVICES, INC.	07/19/2022	\$717.20
65036	30	CENTURY LINK COMMUNICATIONS	07/19/2022	\$291.70
65037	30	DUKE ENERGY PROGRESS	07/19/2022	\$8,712.95
65038	30	GFL ENVIRONMENTAL	07/19/2022	\$272.84
65039	30	HACH COMPANY	07/19/2022	\$745.12
65040	30	KERR-TAR REG COUNCIL OF GOV	07/19/2022	\$1,543.12
65041	30	TIME WARNER CABLE	07/19/2022	\$275.94
65042	30	United Healthcare	07/19/2022	\$27,584.76
65043	30	UNITED PARCEL SERVICE	07/19/2022	\$38.16
65044	30	FIRST CITIZENS BANK	07/20/2022	\$1,278.90
65045	30	AMAZON CAPTIAL SERVICES, INC.	07/21/2022	\$353.07
65046	30	DUKE ENERGY PROGRESS	07/21/2022	\$278.33
65047	30	HACH COMPANY	07/21/2022	\$141.46
65048	30	HARRIS EQUIPMENT COMPANY	07/21/2022	\$18,190.30
65049	30	MUNICIPAL INSURANCE TRUST	07/21/2022	\$802.99
65050	30	PETE SMITH TIRE & QUICK LUBE, INC	07/21/2022	\$391.76

Check Listing

Date From: 7/1/2022 Date To: 7/31/2022
Vendor Range: 1 800 FLAGPOLE.COM - YVONNE D MATTHEWS

Town of Warrenton
08/01/2022 08:22 AM

Page: 3 of 3

Check Number	Bank	Vendor	Date	Amount
65051	30	PITNEY BOWES GLOBAL	07/21/2022	<u>\$224.18</u>
65052	30	UNITED PARCEL SERVICE	07/21/2022	<u>\$72.00</u>
65053	30	UNUM LIFE INSURANCE COMPANY OF AMERICA	07/21/2022	<u>\$571.16</u>
65054	30	WALKER AUTO STORES	07/21/2022	<u>\$8.00</u>
65055	30	WARREN AUTO PARTS, INC.	07/21/2022	<u>\$24.57</u>
65056	30	WARREN COUNTY PUBLIC WORKS	07/21/2022	<u>\$1,474.67</u>
65057	30	WHITCO TERMITE & PEST CONTROL	07/21/2022	<u>\$100.00</u>
65058	30	COLUMBIAN MUTUAL LIFE INS CO	07/25/2022	<u>\$37.88</u>
65059	30	FRONTIER NATURAL GAS	07/25/2022	<u>\$12.42</u>
65060	30	HUMANA SPECIALTY BENEFITS	07/25/2022	<u>\$29.38</u>
65061	30	LOUISBURG TRACTOR & TRUCK CO.	07/25/2022	<u>\$1,151.61</u>
65062	30	NEILL M. SINGLETARY	07/25/2022	<u>\$370.00</u>
65063	30	UNC SCHOOL OF GOVERNMENT	07/25/2022	<u>\$118.00</u>
65064	30	AMAZON CAPTIAL SERVICES, INC.	07/28/2022	<u>\$120.86</u>
65065	30	ENVIRONMENTAL RESOURCE ASSOC.	07/28/2022	<u>\$469.04</u>
65066	30	PRUDENTIAL RETIREMENT	07/28/2022	<u>\$1,477.87</u>
65067	30	UNITED PARCEL SERVICE	07/28/2022	<u>\$36.00</u>
65068	30	WATER GUARD, INC.	07/28/2022	<u>\$2,680.60</u>
65069	30	WOMACK PUBLISHING CO. INC.	07/28/2022	<u>\$255.20</u>
83	Checks Totaling -			\$155,880.92

Totals By Fund

	Checks	Voids	Total
34	\$3,710.99		\$3,710.99
36	\$1,714.12		\$1,714.12
37	\$44,727.98		\$44,727.98
38	\$55,627.45		\$55,627.45
39	\$31,895.09		\$31,895.09
70	\$18,205.29		\$18,205.29
Totals:	\$155,880.92		\$155,880.92

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator
Date: August 1, 2022
Re: July 2022 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 camera/locating equipment. (4) Purchase water main valve exercising equipment. (5) Purchase replacement pump, additional pump impeller, and labor to install the pump for Riggans Sewer Lift Station (Quoted - \$25,129). (6) Three additional creek crossings need to be repaired for maintenance access to the Possum Quarter Sewer Main Outfall (Estimated - \$12,000).
- **Completed Water and Sewer System Maintenance/Repair Related Information:** (1) Repair – JCB Backhoe; Replaced shifter knob. – Kioti Tractor; Tightened hydraulic line and replaced axle pivot bolt. Contractor: Gary Williams (Labor - \$350.00, Parts – Furnished by Town). (2) Repair – F and M Sewer Lift Station – Repaired vacuum system. – Contractor: Harris Enterprises (Labor - \$120.00). (3) Repair – Fairlane Drive 2-inch water main – Repaired leak. – Contractor: Harris Equipment Company (Labor and Mobilization - \$1,213.30, Materials - \$185.00). (4) Repair – Possum Quarter Creek Sewer Main Outfall located between Cast Stone and Warren Street – Repaired 2 Creek Crossings to allow maintenance access. – Contractor: Harris Equipment Company (Labor and Mobilization - \$4,851.80, Materials - \$1,060.00).

Total cost for Maintenance and Repair Equipment (Account No. 38-851-351 & 38-852-351) - \$350.00

Total cost for External Contract Maintenance and Repair (Account No. 38-851-448 & 38-852-448) - \$7,310.60

Streets and Sanitation

- **Current Tasks:** Tree pruning. Street curb and gutter cleaning. Signs repair/replacement. 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: August 1, 2022
Re: July 2022 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)** Remove old floating mixers and cabling from oxidation ditch no. 2. **(Gathering cost information)** **(4)** Remove vegetation from oxidation ditch no. 2. **(Gathering cost information)** **(5)** Jet-Vac truck services to clean influent wet well, sludge recirculation building well, and scum pit. **(Estimated Cost - \$7,500)**
- **Completed Plant Maintenance/Repair Related Information:** No details to report.

Total cost for Repairs (Account No. 39-861-342) - \$0.00

- **Plant Discharge Quality:** Our discharge quality remained good throughout the entire month.



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

P.O. Box 281
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BOC Meeting July 2022 – 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. Revisit sewer vent at Hazelwood with town engineer
 - ✓ Engineer suggests alternatively increasing or changing additive that County puts in. Still investigating. (cont.)
3. Investigate resources for painting the fire hydrants
 - ✓ Bill Perkinson... working with contractor identified by Southern Corrosion. Anticipated cost \$3500 approximately.
4. Amend ordinances reflecting right turn only language
 - ✓ Ordinances amended. NC DOT contacted about NO RIGHT TURN signage at their intersections.
5. Work with Dr. George on assistance to PCB anniversary celebrations.
 - ✓ Ongoing
6. Execution Resolution on Zoning Ordinance changes.
 - ✓ Done
7. Execute Grant Project Ordinance
 - ✓ Done
8. Resolve remaining grant compliance issues with Milano's.
 - ✓ Ongoing
9. Update copies of zoning and Historic District ordinances.
 - ✓ Waiting on callback from Frank Frazier.
10. Draft BOC letter to LGC explaining why audit was late and how will be on time in coming year.
 - ✓ Letter drafted. Awaiting all BOC signatures.

Activity Detail Summary (by Category)

Warrenton Police Department

(07/01/2022 - 07/31/2022)

Incident\Investigations

13B - Simple Assault	3
23C - Shoplifting	1
23H - All Other Larceny	4
26B - Credit Card/Automated Teller Machine Fraud	1
290 - Destruction/Damage/Vandalism of Property	3
90J - Trespass of Real Property	1
90OJ - Warrant/Summons Other Jurisdiction	2
90P - Citizen Warrant/Summons	1
90Z - All Other Offenses	3

Total Offenses 19

Total Incidents 14

Arrests

23C - Shoplifting	1
23H - All Other Larceny	1
26A - False Pretenses/Swindle/Confidence Game	2
26B - Credit Card/Automated Teller Machine Fraud	2
90OJ - Warrant/Summons Other Jurisdiction	2
90Z - All Other Offenses	1

Total Charges 9

Total Arrests 5

Accidents

Total Accidents 0

Citations

No Operator License	3
Other (Infraction)	1
Passenger Seat Belt - Juvenile	1
Speeding (Infraction)	7

Activity Detail Summary (by Category)

Warrenton Police Department

(07/01/2022 - 07/31/2022)

Citations

Secondary Charge	6
Total Charges	18
Total Citations	12

Warning Tickets

Total Charges	0
Total Warning Tickets	0

Ordinance Tickets

Fire Lane Violation	1
No Parking Zone Violation	3
Parking Left Side to Curb	4
Total Ordinance Tickets	8

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

(07/01/2022 - 07/31/2022)

911 Hang-up	4	Accident	3
Alarm Activation	14	Arrest	3
Assault-Physical	3	Assist ALE	1
Assist Highway Patrol	2	Assist Motorist	3
Assist Other Department	3	Assist WC EMS	10
Assist WCSO	9	C.O.P.S	3
Careless and Reckless Driving	2	Check Station/ Checkpoint	1
Citation	2	Civil Dispute	2
Disabled Vehicle	1	Disturbance	6
Domestic	4	Downed Tree / Power Line	3
Follow up Investigation	2	Foot Patrol	13
Found Property/Item	1	Fraud	1
Injury to Real Property	1	Investigation and/or Interview	2
Larceny	3	Larceny - Gas Drive off	2
Loitering	2	Lost property	1
Medical / Person Hurt or Sick	3	Missing Person – Attempt to Locate	2
Non Law Enforcement Issue	6	Non-Law Enforcement Issue	1
Open Door (Business)	1	Ordinance Violation	1
Other	13	Parking Violation	6
Patrol	18	Property Check – Business	47
Property Check – Residential	1	Shoplifting	1
Suspected Drunk Driver	1	Suspicious Person / Vehicle	16
Talk with Officer	1	Traffic Control	7
Traffic Stop	49	Trespassing	3
Vandalism	1	Vehicle Maintenance	2
Warning Citation	1	Warrant	3
Welfare Check	3		

Total Number Of Events: 294

Warrenton Revitalization Committee

Town of Warrenton

Rules of Procedure

1.0 NAME

This Group shall be known as the Warrenton Revitalization Committee (WRC).

2.0 PURPOSE

To promote the planned growth and prosperity of the Town of Warrenton, including the residential and business sectors, while enhancing the Town's economic basis by utilizing sound fiscal policies.

3.0 RESPONSIBILITIES

- 3.1 Develop promotional strategies for the Town of Warrenton as a destination to reside, shop and tour.
- 3.2 Market to potential businesses and to commercial and residential developers.
- 3.3 Serve as a resource for local businesses to help provide them with contacts (local, State, Federal), strategies and possible incentives to promote growth and a sense of community.
- 3.4 Work possible landscape and streetscape designs and enhancements.
- 3.5 Work in concert with other organizations regarding projects which may have a bearing on the Town of Warrenton and fit the Purpose of this committee.
- 3.6 Work with State, Federal and County agencies to take advantage of any programs or resources that may be available to enhance the economic growth of the Town of Warrenton.

4.0 JURISDICTION

The jurisdiction for activities of the WRC shall coincide with the Town of Warrenton's Zoning Jurisdiction as delineated and shown on the official zoning map for the Town of Warrenton.

5.0 MEMBERSHIP

5.1 Committee Representation

- 5.1.1 The WRC shall be composed of 12 members plus the Chairman and a WABA representative. There will be three primary subcommittees to which four members each will be assigned. Those committees are known as Promotion, Design and Economic Vitality. One member will be assigned from each of these subcommittees chairman of the subcommittee and will also become a member of the Organization committee. The Organization committee acts as the board of directors of the primary subcommittees and consists of the Town appointed chairperson, Town Administrator, Chairs of the Promotion, Design and Economic Vitality committees and a representative of the Warren Area Business Association. Chairs of the subcommittees may rotate based upon a majority vote from each subcommittee.
- 5.1.2 New members will be selected by a Nominating Committee.
- 5.1.3 All proposed new members will be submitted to the Town of Warrenton Board of Commissioners for approval.

- 5.1.4 The members should include citizen, business and non-profit group representation.
- 5.1.5 The Town Administrator shall be an ex-officio member of the WRC and a voting member of the Organization Committee.
- 5.1.6 Terms of service on the WRC will initially be staggered with rotating terms of one, two and three years. Thereafter, the terms will be for a period of three years.
- 5.1.7 There is no limit to the number of terms that a member may serve.
- 5.1.8 Membership will be limited to persons who wish to be active in the promotion of the Town of Warrenton.

5.2 Chairman

- 5.2.1 The Chairman of the WRC will be a member of the Town of Warrenton Board of Commissioners as decided by the Board of Commissioners.
- 5.2.2 The Chairman shall decide all points of order and procedure subject to these rules, unless directed otherwise by a majority of the Members in session at the time.
- 5.2.3 The Chairman shall appoint any committees, not specified in these rules, found necessary to investigate any matters before the WRC.

5.3 Vice-Chairman

- 5.3.1 The WRC shall elect a Vice-Chairman annually from among the WRC members.
- 5.3.2 The Vice-Chairman shall serve as acting Chairman in the absence of the Chairman and, at such times, shall have the same powers and duties as the Chairman.

5.4 Secretary

- 5.4.1 The WRC shall elect a Secretary annually from its members.
- 5.4.2 The Secretary, subject to the direction of the Chairman of the WRC, shall keep all records, conduct all correspondence of the WRC and generally supervise the clerical work of the WRC.
- 5.4.3 Minute takers of each committee will be selected on a rotating basis for each meeting.

5.5 Attendance of Meetings

- 5.5.1 Faithful and prompt attendance at all meetings of the WRC and conscientious performance of the duties required of members shall be a prerequisite to continuing membership on the WRC.
- 5.5.2 Should a member fail to attend three consecutive regular meetings of the WRC and should there be no adequate excuse for such absences, the Chairman, with the concurrence of a majority of the Members present at a regularly scheduled meeting, shall declare a vacancy.

6.0 MEETINGS

- 6.1 Regular Meeting: The four primary committees shall meet at least once every two months, at an agreed upon time and place.
- 6.2 Special Meetings: Special meetings of the WRC may be called upon the request of the Chairman or one-third of Committee members, in compliance with the North Carolina General Statutes regarding open meetings.

6.3 Cancellation of Meetings: Meetings of the WRC may be canceled at any time by the Chairman in compliance with the North Carolina General Statutes regarding open meetings.

6.4 Action by the Board: All actions of the WRC shall have been put before the Members in the form of a motion, duly seconded and voted on by the Members present for a quorum.

6.5 Quorum

6.5.1 A quorum shall consist of a majority of the members currently on **their respective subcommittee or a majority of the members of the Organization committee.**

6.5.2 A quorum must be present at a meeting before business can be transacted or motions made or passed.

6.6 Conduct of Meetings

6.6.1 All meetings shall be open to the public.

6.6.2 The order of business at regular meetings shall be as follows:

6.6.2.1 Approval of minutes of previous meeting

6.6.2.2 Time for public comments

6.6.2.3 Report of committees

6.6.2.4 Unfinished business

6.6.2.5 New business

6.6.2.6 Adjournment

6.6.3 The current edition of Roberts Rules of Order shall be the source of authority in parliamentary procedures in all meetings

7.0 COMMITTEES

7.1 Standing or Other Committees

7.1.1 Standing or Other Committees having two (2) or more members may be designated by a resolution adopted by a majority of the number of Members currently on the WRC.

7.1.2 Vacancies in the membership of such committees shall be filled by appointment made in the same manner as provided in the case of the original appointment.

7.1.3 The WRC may, by majority vote, delegate day-to-day operational functions to standing or special committees, which shall at all times report to and be subject to the supervision of the WRC.

7.2 Nominating Committee: The Chairman of the WRC will appoint a Nominating Committee to determine candidates to fill any vacancies that occur on the WRC.

8.0 AMENDMENTS

8.1 These rules may be amended at any time by an affirmative vote of not less than a majority of the Members of the Town of Warrenton Board of Commissioners.

Approved this 14th day of December, 2006. Amended this

Mayor

Town Administrator

Chairman of the WRC



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
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STATUS OF GRANTS

(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.
- Town placed building under its insurance policy.
- Submitting paperwork for reimbursement, contingent on resolving payment to Belk Architecture.

(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.
- Waiting for electrical components, delayed in manufacturing.

(Fund 72) 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.

- NC Commerce and Main Street extended the grant deadline to December 31, 2021. New owners have applied for transfer of grant funding from Commerce. Commerce has approved transfer of grant.
- Into six-month job reporting period.

(Fund 67) NC Neighborhood Revitalization Program

- CDGB funds to assist in repairing houses owned by citizens of low or moderate incomes.
- Preliminary title work completed (legal).
- NC Commerce has granted an additional \$200,000 in funding due to construction cost increases.

(Fund 68) Building Reuse Grant

- Town awarded \$50,000 from NC Commerce for Warrenton Veterinary Clinic.
- Grant deadline extended to December 12, 2022.

- Reimbursement from NC Commerce has been received and paid out to Warrenton Veterinary Clinic
- Job reporting to Commerce and closeout documentation is underway.

(Fund 69) Volkswagen Settlement Grant

- Town awarded \$218,000 for new garbage and dump trucks.
- Utility/dump truck delivered from Ford to local truck outfitter. Upon completion of manufacturing, 8 additional weeks needed for addition of lights, signage on truck.

(Fund 71) Brownfield Grant

- This grant will analyze the environmental issues with multiple properties in Warrenton.
- The Town has been officially been awarded a grant of \$300,000.
- Phase 1 study completed for site on W. Franklin Street.

(Fund 74) USDA Community Facilities \$154,488 (trucks)

- Trucks have been ordered. Awaiting delivery date.

Grants submitted since April BOC meeting:

- NC Rural Transformation Grant \$500,000 (Parking, Parks, Eaves)
 - Not awarded. Opportunity to reapply in September 2022
- NCDEQ SLRF Grant **\$19,187,222**
 - Sewer System Rehabilitation: \$4,096,663 – Town application denied on technicality. Opportunity to reapply in September 2022
 - WWTP Improvements: \$10,817,776 – Town application denied on technicality. Opportunity to reapply in September 2022

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "Lease") is effective the date of the last signature on this Lease (the "Effective Date") by and between **TOWN OF WARRENTON, NC**, a North Carolina Municipal Corporation ("Landlord") and **T-Mobile South LLC**, a Delaware Limited Liability Company ("Tenant").

Landlord and Tenant agree to the following:

1. **Property Description.** Landlord is the owner of the real property located at Water Storage Tower, 543 King Street, Warrenton, NC 27589, as further described on **Exhibit A** (the "Property"). The Property includes an existing antenna corral installed on the water storage tank ("Water Tower") and 200 square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities, as generally described on **Exhibit B** (the "Premises"). Use of said antenna corral is non-exclusive and subject to the usage of existing Tenants. In addition to the square footage specified above, the Premises, as defined, shall include, but not be limited to, the following: cable runs and associated cable trays from the base transceiver station(s) (also referred to as the BTS) and the installation of power, telephone and other utility service cables. However, it is expressly agreed that the exact and precise location of the Tenant's Antenna Facilities (as defined below) are subject to review and approval by the planning and/or zoning boards having jurisdiction over the Property. The specific locations, number and type of equipment described in **Exhibit B** is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, relocate or upgrade. Any expansion of service area is subject to the structural capacity and the usage by existing tenants.

2. **Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the "Option"). The option period shall commence on the Effective Date and shall continue for one (1) year (the "Option Period"). The Option Period will be automatically extended for up to three (3) additional and successive one (1) year periods, unless Tenant provides written notice to the Landlord of its election to exercise or not renew its Option. For each Option Period, Tenant shall pay Landlord One Hundred and no/100 dollars (\$ 100.00).

3. **Landlord Cooperation.** After the Effective Date Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Tenant is authorized to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "Governmental Approvals"), and to the fullest extent necessary Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.

4. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "Antenna Facilities"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, expansion, enhancement, upgrading, removal, relocation or replacement of any and all Antenna Facilities (the "Permitted Uses") for no fee or additional consideration. The Antenna Facilities shall

remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a temporary antenna facility, (e.g. a cell-on-wheels) on the Property, including all utilities associated with the use of the temporary antenna facility. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

Notwithstanding anything to the contrary in the Lease, (a) Landlord makes no warranty, and Tenant should employ the appropriate structural engineer during its Option Period to insure that the Water Tower has structural capacity to support the Antenna Facilities as shown on Exhibit B, (b) Tenant shall have the right to install the Antenna Facilities shown on Exhibit B at any time during the Term without any increase in Rent, and (c) during the Term, Landlord shall reserve space and loading capacity on the Water Tower for the Antenna Facilities shown on Exhibit B.

Structural Analysis.

(a) Tenant shall be solely responsible to ensure that Tenant's installation of the Antenna Facilities shall not significantly effect the structural integrity of the Water Tower, and that no such damage results to the Water Tower due to installation of the Antenna Facilities. Landlord agrees to furnish Tenant promptly upon Tenant's request, with true and accurate copies of all analyses performed on the Water Tower within the two years preceding the request and Tenant's attachment of aAntenna Facilities on the Water Tower. In the absence of such an analysis or if the most recent analyses are insufficient for Tenant's needs, Tenant may request a new analysis. If Landlord reasonably believes that the structural integrity of the Water Tower will be effected, Landlord may request Tenant obtain a new analysis. Landlord agrees to cooperate with Tenant in acquiring the new analysis of the Water Tower. If a new analysis of the Water Tower is requested by Tenant or Landlord, Tenant shall be responsible for coordinating that new analysis by a licensed structural engineer or other party acceptable to Landlord. Tenant shall furnish a copy of the structural analysis to Landlord. The costs of the new analysis shall be paid solely by Tenant. In the event that it is determined by structural analysis or by any other means that the Water Tower requires repairs to make the Water Tower structurally sound, the parties shall mutually agree as to a what repairs are to be made and as to which party will pay for such repairs. In the event that the parties can not agree as to such repairs, either party may terminate this Lease without further obligation.

(b) Landlord shall notify Tenant in writing five (5) days prior to attaching, or permitting any other person or entity to attach, any additional antennas, microwave dishes, or other similar equipment ("Additional Antennas") to the Water Tower. Should Additional Antennas be attached to the Water Tower, and Tenant reasonably believes that such attachment endangers the structural integrity of the Water Tower, upon Tenant's written request, Landlord shall furnish, at Landlord's expense, a tower analysis performed on the Water Tower by a licensed structural engineer, or other party acceptable to Tenant indicating that attachment of the Additional Antennas to the Water Tower does not impair the structural integrity of the Water Tower and will not materially diminish the Water Tower's function or useful life. All such tower analyses shall be in compliance with current industry standards.

5. Lease Term.

a) The Initial Term of the Lease shall be TEN (10) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending on the day immediately preceding the tenth (10th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for FIVE (5) successive renewal terms of FIVE (5)

years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Landlord may elect not to renew by providing notice to Tenant at least six (6) months prior to the expiration of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. **Rent/Other Charges.**

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of Two Thousand Six Hundred Ninety Five dollars \$2695.00 per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in the Notice section, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive Renewal Term shall be increased by ten (10%) percent of the Rent for the immediately preceding Term. The Rent for each Extended Period shall be increased by two (2%) percent of the Rent for the immediately preceding year.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord. Additionally, if it is determined by Tenant that Tenant overpaid Landlord for any charges due under the Lease, Tenant is permitted, upon written notice to Landlord, to deduct any such overpayment from Rent amounts due under this Lease.

7. **Interference.** Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice notwithstanding any other cure periods in this Lease. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference, including the right to terminate this Lease.

8. **Utility Services.** Tenant shall have the right to connect to, maintain, repair, modify, upgrade, remove or replace existing utility related equipment and/or construct and install new utility related equipment and lines, including a generator, optical fiber facilities and alternative energy related equipment, to service its Antenna Facilities (collectively, the "**Utility Facilities**"). The Utility Facilities may be brought by Tenant to the Property and the Premises, and the charges for utility usage (the "**Utility Fees**") shall be payable, by the following method:

Separate Meter. Tenant shall install a separate meter at any time during the Term of the Lease and will remit payment directly to the utility provider.

a)

9. **Access and Easements.**

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises including the Utility Facilities on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees. In the event that Landlord does not provide Tenant with access as described, Rent will be abated for the time period where Tenant was denied access to the Antenna Facilities.

b) Upon the Effective Date, Landlord shall provide all applicable access key(s) and a defined and accessible location on the Property for Tenant to install a secure lockbox to store any such access key(s) necessary to allow for 24-hours-a-day, 7-days-a-week physical access to all of Tenant's equipment or conduits. Landlord shall not change the method(s) of access or access key(s), without providing Tenant prior written notice and an updated set of access keys or new access code(s).

c) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, installation, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "**Easements**"). Landlord shall not modify, interrupt or interfere with any access, communications, electricity, or other utility equipment and Easements serving the Property, except with the prior written approval of Tenant.

d) Landlord acknowledges that denial of access may adversely impact Tenant's requirement as an FCC licensee to provide 9-1-1 emergency calling services and may adversely impact Tenant's ability to provide wireless services to its customers. Failure to provide Tenant access to the Premises, as required above, within 24 hours after receiving written notice of such failure shall be deemed a material Default. In the event Landlord, its employees or agents impede or deny access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, have the right to deduct from the Rent due under this Lease five hundred and no/100 dollars (\$500.00) per day for each day that access is impeded or denied.

10. **Termination.** Tenant may terminate this Lease upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) in its sole discretion for technical, or economic reasons; or (iv) if Tenant is unable to obtain or maintain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon one hundred eighty (180) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason. Tenant must remove equipment within one hundred eighty (180) days after termination of Lease.

11. **Casualty and Condemnation.** If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all

awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational or accessible, due to casualty, condemnation, or damages, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure.

(a) The following will be deemed a default by Tenant and a breach of this Lease (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Lease. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

13. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Tenant shall not pay real property taxes or other fees and assessments attributable to the Water Tower or the Premises.

14. Insurance and Subrogation and Indemnification.

a) .

Liability Insurance. During the Initial term and all Renewal Terms of this Lease, Landlord and Tenant shall each maintain, at its own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and property damage insurance of not less than \$500,000.00. Such insurance shall insure against liabilities arising out of or in connection with Landlord and Tenant's use or occupancy of the Premises and the Water Tower subject to the standard exceptions found in commercial general liability insurance policies.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents,

contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. In no event shall either party be liable for any consequential, special, indirect or punitive damages or causes of loss, whether arising from breach of strict liability, contract, tort or otherwise, and regardless of whether or not such party was advised of, or should have known, the possibility of such damages.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

15. **Notices.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ 5RA0981A

If to Landlord, to:

Town of Warrenton
PO Box 281
Warrenton, NC 27589
Email address:
townadministrator@warrenton.nc.gov

Per the W-9 Form Rent is to be paid to:

Town of Warrenton
PO Box 281
Warrenton, NC 27589

16. **Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens and will not interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining

all portions of the Property, except for Tenant's Antenna Facilities and equipment, in good order and condition and in compliance with all applicable laws, including without limitation, the roof and its weatherproof membrane, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. **Environmental Laws.** Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. **Assignment.**

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord. Tenant shall also have the right to provide access and easement rights existing under this Lease, for the purposes of bringing in Utility Facilities, including fiber equipment. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

19. **Relocation.**

a) Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work and impose no additional fees, considerations, or conditions upon Tenant. If necessary, in Tenant's sole determination, Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall its Antenna Facilities immediately upon the completion of the Work. Tenant or its designee shall have the right to accompany Landlord, its agents or contractors

whenever the Work is being performed on the Premises. Notwithstanding anything to the contrary, Landlord shall not have the right to permanently relocate the Antenna Facilities except as set forth herein.

↪ If Landlord desires to redevelop, modify, remodel, or in any way alter its Property or any improvements thereon ("**Redevelopment**"), Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. If both parties to this Lease determine that the Redevelopment necessitates permanent relocation of the Antenna Facilities, Landlord shall have the right, subject to the following provisions of this section, to relocate the Antenna Facilities, or any part thereof, to an alternate location on the Property (the "**Relocation Premises**"), provided, however, that: (i) Landlord may only relocate Tenant once during the Lease; (ii) Landlord may only relocate Tenant after the Initial Term; (iii) Landlord must give Tenant at least twelve (12) months' written notice prior to such relocation; (iv) all costs and expenses associated with or arising out of such relocation (including, without limitation, approval and permitting costs) shall be paid by Landlord; (v) such relocation shall be performed exclusively by Tenant or its agents; and (vi) such relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord shall exercise its relocation right by delivering written notice to Tenant pursuant to the Lease and shall identify in the notice the proposed Relocation Premises on the Property. If, in Tenant's reasonable judgment, no suitable Relocation Premises can be identified on the Property, then Landlord shall not be permitted to exercise its relocation right under this section.

20. **Marking and Lighting Requirements.** If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. **Miscellaneous.**

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as **Exhibit C**; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed, scanned and emailed copy and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: TOWN OF WARRENTON, NC

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-MOBILE SOUTH LLC

By: _____

Printed Name: _____

Title: _____

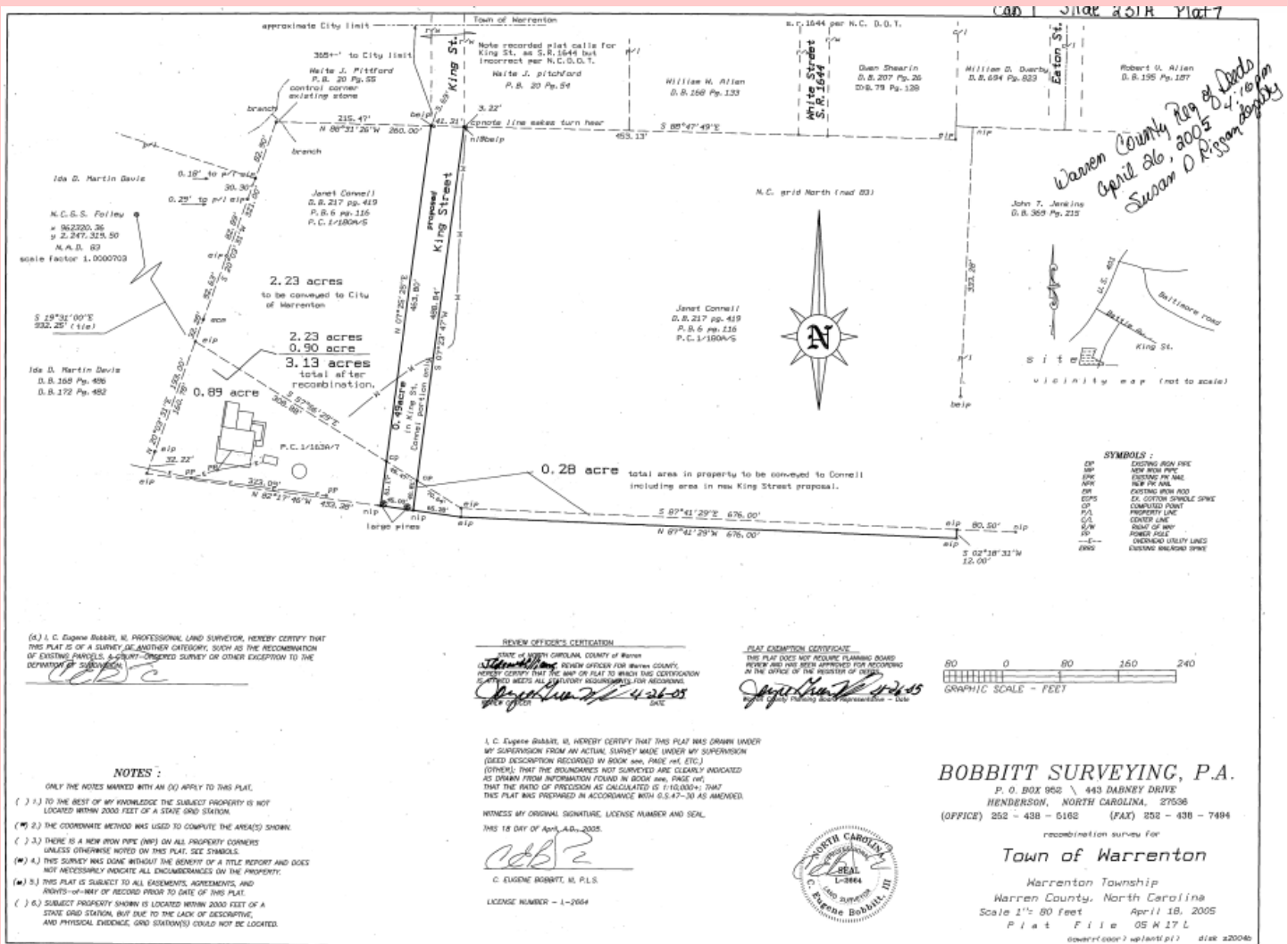
Date: _____

T-Mobile Legal Approval

EXHIBIT A
Legal Description

Property address of 543 King Street, Warrenton, NC 27589
Assessor's tax parcel number of E6 33

The Property is legally described as follows:
[Enter legal description below or as an attachment(s) A-2, etc.]



Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

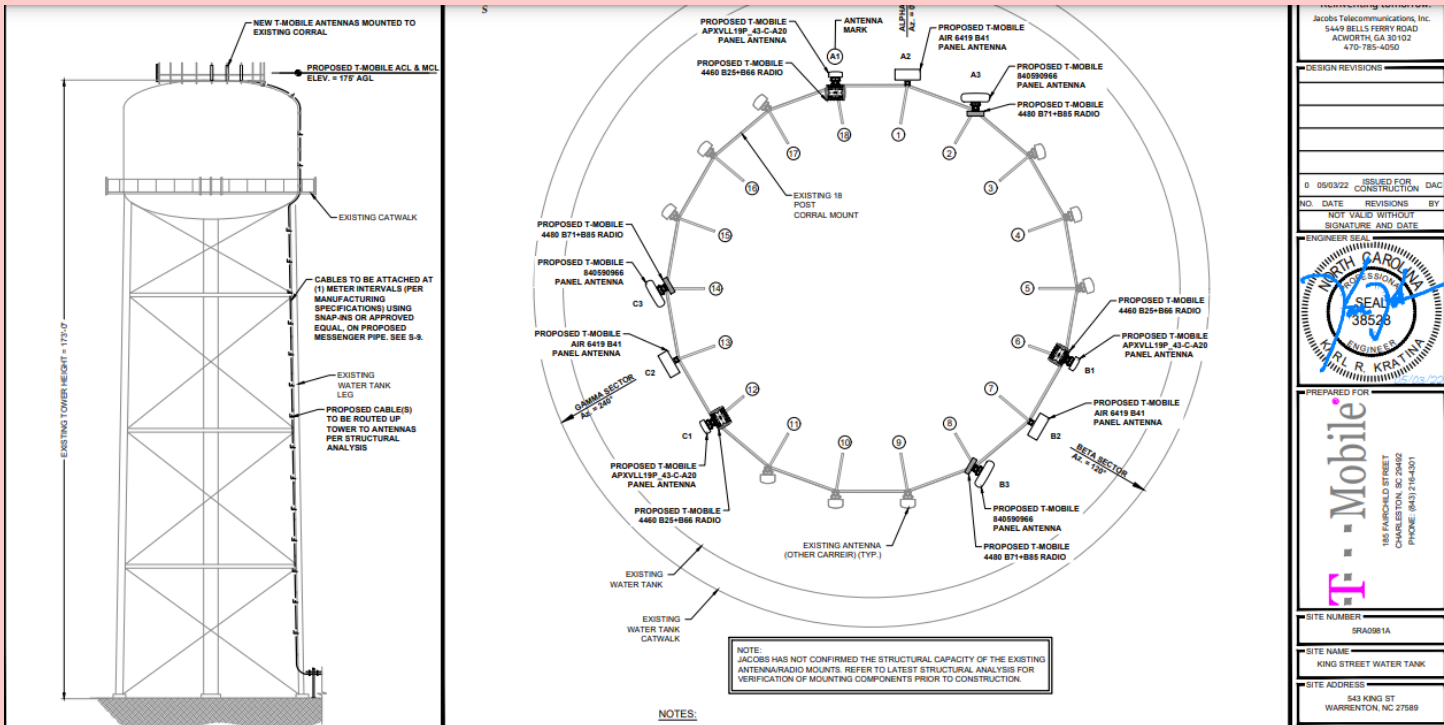


EXHIBIT C
Memorandum of Lease

[CONFIRM HEADING/MARGINS/FORMAT CONFORM TO STATE AND LOCAL REQUIREMENTS]

(Separate Document to be Executed)

Memorandum

**of
Lease**

After Recording, Mail To:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site Number: 5RA0981A

APN: E6 33
Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between Town of Warrenton, NC, a North Carolina Municipal Corporation ("Landlord") and **T-Mobile South LLC**, a Delaware Limited Liability Company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease, and will be extended for up to three (3) additional and successive one (1) year periods unless Tenant provides written notice to exercise or not renew its Option.
3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for ten (10) years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the Lease for five (5) additional and successive five (5)-year terms which may be extended for up to nine (9) additional and successive one-year periods.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: <Landlord Name>

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: <Market Entity Name>

By: _____

Printed Name: _____

Title: _____

Date: _____

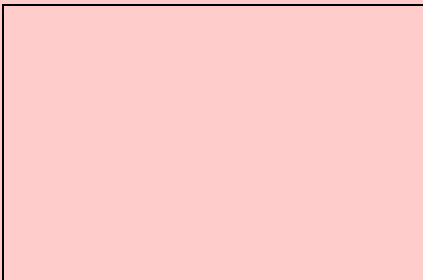
[Notary block for Landlord] [Substitute State-Specific Acknowledgement Form if Content Differs]

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by
_____, [title] _____ of
_____ a _____ [type of entity], on behalf of said
_____ [name of entity].

Dated: _____



Notary Public
Print Name _____
My commission expires _____

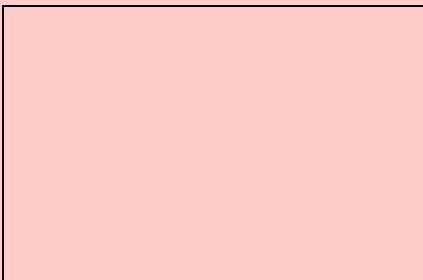
(Use this space for notary stamp/seal)

[Landlord Notary block for an Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____ , an individual.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

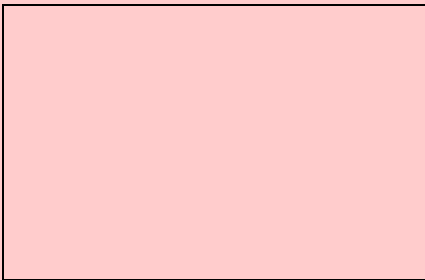
(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it as the _____ of **<Market Entity Name>**, a Delaware <T-Mobile Type of Entity>, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

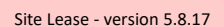
Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

The Property is legally described as follows:





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

Parking Lot Update

NC Commerce has indicated that the Town cannot use the Rural Transformation Grant to both purchase and construct the proposed parking lot along S. Main and S. Front Streets.

The Community Enhancement for Economic Growth category of the Rural Transformation Grant will pay for property acquisition but not for construction. The Downtown Revitalization category will pay for construction but not for acquisition. Given the competitive nature of this grant it was suggested by Commerce to submit only one application.

As an alternative to this grant the Town could wait until November of 2022 and work with Representative Michael Wray towards an appropriation by the General Assembly for both purchase and construction.

However, my recommendation would be to take advantage of the Rural Transformation Grant and apply for the Downtown Revitalization category and parking lot construction, since that is the costliest portion of the project, \$300,000 plus versus \$54,000 to purchase the property.

The option to purchase from Butch Meek expires on October 18, 2022. The deadline for reapplying for the Rural Transformation Grant is in November. Action may be necessary for acquiring the property or extending the option, prior to applying.



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

Unbudgeted Expenditures For Public Works Projects

Recently, \$18,190.30 from ARP funds was approved to pay for the sewer outfall repairs in Riggan's pasture.

Beyond that emergency expenditure from ARP funds there are additional unbudgeted needs:

1. New replacement pump for Riggan's Sewer Lift Station was ordered in early April 2022. Should deliver early August...Cost \$18,900.00...Labor Cost to install \$1,400.00.
2. Repaired 2 creek crossings in Possum Quarter Creek Sewer Main Outfall located between Cast Stone and Warren Street...Paid the invoice from WS Fund on 7/6/22...\$5,911.80
3. Repaired Red Hill Loop Rd. Water Main...5 to 10 customers had low to no water pressure...installed 2 inch with valves as a jumper to boost the pressure...this seems to have remedied the problem for now...the invoice was received today... Total \$10,812.65.
4. Need to do 3 additional creek crossing repairs to the Possum Quarter Sewer Main Outfall...Estimated cost at \$12,000.
5. Need to order an additional impeller for the pumps at Riggan's Sewer Lift Station...quoted in April, but not ordered...cost \$4,829.00.

These items represent quite a bit of money, **\$49,353.45**, but the numbers to you to include in a discussion of ARP funding uses.

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement ("Agreement") effective this ____ day of _____, 2022, by and between Board of Commissioners of Warrenton (Grantor), and Serious Business, Inc., a North Carolina Corporation or ("Grantee"). Both Grantor and Grantee hereinafter may be individually referred to as "Party" and collectively referred to as "Parties."

Recitals

WHEREAS, Grantor owns real property as legally described in Deed Book 74, Page 223, Warren County Registry, which has the street address of 113 S. Bragg Street, Warrenton, NC 27589 "**Exhibit A**" ("Property"), in, through, over, under, and across which the Utilities (as defined in Section 1 below) will pass; and

WHEREAS, Grantee has determined that its Utilities (as defined in Section 1 below) must be maintained within the Property;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. **Conveyance of Permanent Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive permanent easement to enter, occupy, and use the real property legally described in Deed Book 74, Page 223, Warren County Registry (113 S. Bragg Street, Warrenton, NC 27589), to construct, reconstruct, install, use, operate, maintain, repair, replace, and upgrade the Utilities as shown on "**Exhibit B**" and labeled as Proposed Utility Easements A, B, C, and D, or any other utility structures and all necessary underground cables, wires, and appurtenances thereto, including, but not limited to, electric or other control systems, cables, wires, connections, and surface appurtenances ("Improvements") and to make any cuts and fills in the earth necessary to the performance of such work, in, on, under, through, over and across such real property ("Permanent Easement").
2. **Easement Map.** "**Exhibit B**" attached hereto is a graphic representation of the Permanent Easement. Proposed Utility Easements "A, B, C, and D."
3. **Ingress and Egress.** Grantee shall have the perpetual right of reasonable ingress and egress in, on, to, through, over, under, and across the Permanent Easement, as described in Exhibit B.

To the maximum practicable extent, Grantee shall use existing gates, roads, trails or facilities to avoid disruption of Grantor's operations on the Property.

4. **Additional Construction.** Grantee shall have the right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove at any time or from time to time, one or more additional Improvements and appurtenances thereto within the Permanent Easement. Such right shall be perpetual, and Grantor shall not stop, hinder, or impede construction of such additional Improvements or limit the same within the Permanent Easement.
5. **Grantor's Rights Unaffected.** Except as provided in Section 6 below, Grantor shall retain the right to make full use of the Permanent Easement, except for such use as might endanger or interfere with the rights of Grantee in the Permanent Easement. Grantor shall only perform or permit other persons or entities to perform construction or other work within the Permanent Easement after prior written approval by Grantee and only if such construction or other work is performed in accordance with the terms of this Agreement, all applicable laws, rules and regulations, and Grantee's rules and regulations as they may be modified from time to time. Grantor reserves use of the Permanent Easement, whether longitudinal or otherwise, for installing the following: pavement, curbs, gutters, sidewalks, trails, parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again, such as, but not limited to: stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee ("Grantor's Improvements"); provided however, that the exercise of such rights, in the reasonable opinion of Grantee, does not injure or interfere with, now or in the future, any of the Grantee's rights in the Permanent Easement including, but not limited to, Grantee's rights of maintenance and reasonable access.
6. **Installations within Permanent Easement.** Grantor shall not construct or place any permanent structure or building on any part of the Permanent Easement including, but not limited to: posts, poles, fences (as allowed in Paragraph 5), dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, play houses or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, basketball/sports courts, retaining wall, or any edifice projections such as, but not limited to: balconies, verandas, porches, building overhangs, or bay windows. Without liability for damages, Grantee may remove any structure or building constructed or placed within the Permanent Easement. If Grantor constructs, places or permits any structure or building within the Permanent Easement, then Grantor shall reimburse Grantee for all expenses (including, but not limited to removal, court, collection, and attorneys' fees and costs if such litigation is successful pursuant to paragraph 14 below) associated with or arising from removing such structure or building. Despite anything herein to the contrary, if the Grantee approves a projection into the Permanent Easement, then the Projection Approval shall be considered Grantee's prior written consent to Grantor's encroachment into the Permanent Easement as described in that Projection Approval. Moreover, in no event shall Grantor:

- a. construct or place, longitudinally along or otherwise within the Permanent Easement any tree, underground pipeline, cable, wire, conduit, valve, stub, storm water drainage pipeline facilities or other utility or appurtenance without the prior written consent of Grantee; or
- b. change, by excavation or filling, the present grade or ground level of the Permanent Easement without the prior written consent of Grantee, which shall not be unreasonably denied. Despite anything herein to the contrary, if the Grantee approves Grantor's grading plan for the Property ("Grading Plan Approval"), then the Grading Plan Approval shall be considered Grantee's prior written consent to change the grade of the Permanent Easement as described in that Grading Plan Approval, provided that no Improvements exist within the Permanent Easement. Further, if Grantee determines that (as a result of the Grading Plan Approval) it is necessary to relocate any existing Improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Grading Plan Approval, and Grantor shall grant to Grantee any permanent easements required for the relocated Improvements.

Grantor shall prevent the construction or alteration of landfills, wetlands, land excavations, water impoundments including storm water quality features or facilities, and other land uses within the Permanent Easement unless the prior written consent of Grantee is provided. Additionally, Grantor shall not construct any new, or alter any existing landfills, wetlands, water impoundments, and other similar uses within or near the Permanent Easement, which might, in Grantee's reasonable discretion, endanger or interfere with any Improvements, including, but not limited to, Grantee's rights of maintenance and reasonable access, without the prior written consent of Grantee.

7. **Surface Restoration to Land.** Grantee shall within a reasonable period of time replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's Improvements on the Property, except as modified to accommodate Grantee's improvements, whether or not within the Permanent Easement, but only if such damage is caused by Grantee's construction, reconstruction, use, operation, maintenance, repair, replacement, upgrading, additional construction as defined Paragraph 4, or removal of its Improvements. In the construction, reconstruction, installation, use, operation, maintenance, repair, replacement, upgrading, additional construction as defined in Paragraph 4, removal of its Improvements, or for any ingress on the Property by Grantee or anyone on behalf of the Grantee, Grantee shall promptly restore, replace, or repair the surface of the Property to as close to its condition immediately prior to such work as may be reasonably possible. Despite anything contained herein to the contrary, Grantee shall not be liable for damage to, nor shall it be obligated to repair or replace, any structures, buildings, or any other articles whatsoever, which are constructed, installed, or otherwise existing within the Permanent Easement in violation of the terms of this Agreement including, but not limited to, any tree(s) that interfere with the Improvements or Grantee's rights in the Permanent Easement.
8. **Maintenance of Permanent Easement.** Grantee shall have the perpetual right to cut, trim, control, and remove trees, brush, and other obstructions which injure or interfere with

the Grantee's use, occupation or enjoyment of the Permanent Easement, or Grantee's right to construct, reconstruct, install, use, operate, maintain, repair, replace, upgrade, or remove its Improvements, without liability for damages arising there from.

9. **Subjacent and Lateral Support.** Grantor shall not impair any lateral or subjacent support for the Improvements.
10. **Nature of Easement.** The Permanent Easement is perpetual and runs with the land. It also is deemed to touch and concern the land. The exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sole discretion of Grantee and limited to rights that are delineated in paragraph 1.
11. **Warranty of Title.** Grantor specially warrants that it has good and merchantable title to the Property, and specially warrants it has the full right and lawful authority to grant the Permanent Easement. Further, Grantor warrants, promises, and agrees to defend Grantee in the exercise of Grantee's rights hereunder against any defect in title created by Grantor after Grantor received title to the Property or Grantor's right to grant the Permanent Easement.
12. **Waiver.** The failure of either Party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of either Party in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by either Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.
13. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of North Carolina. In the event of litigation, this Agreement shall be enforceable by either Grantor or the Grantee.
14. **Binding Effect.** Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.
15. **No Third Party Beneficiaries.** Except as expressly provided otherwise, this Permanent Easement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right.

16. **Severability.** The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
17. **Incorporation of Exhibits.** All exhibits described in and attached to this Agreement are herein incorporated by reference. Grantor hereby acknowledges that Exhibits A and B must be prepared by or under the supervision of a Professional Land Surveyor licensed by the State of Colorado.
18. **Notice.** Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice"). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.

Grantee: Serious Business Inc.
110 E. Macon Street
Warrenton, NC 27589

Grantor: Board of Commissioners of Warrenton
113 S. Bragg Street
Warrenton, NC 27589

19. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Permanent Easement Agreement and signed by the Parties.
20. **Board of Commissioners of Warrenton.** Although the Permanent Easement is perpetual and runs with the land and also touches and concern the land, nothing herein shall be interpreted to provide any ongoing liability of any kind or nature Board of Commissioners of Warrenton for the actions or inactions by any successor in title. Board of Commissioners of Warrenton shall be relived of any and all obligations in regard to encumbrances or obstructions to the Property or title or hold harmless provisions once the Property is no longer in the ownership of Board of Commissioners of Warrenton for actions or inactions occurring after Board of Commissioners of Warrenton transfers ownership of the Property.

-Remainder of Page Intentionally Left Blank-

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first above written.

GRANTEE: Serious Business Inc.

By: _____
Susan Harris

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022,
by Susan Harris as President of Serious Business Inc.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

GRANTOR: Board of Commissioners of Warrenton

By: _____

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
By _____

Witness my hand and official seal.

My Commission Expires: _____

Notary Public:

North Carolina.

Warren County. The foregoing certificate of H. A. Boyd, a Notary Public in and for Warren County, is adjudged to be correct and sufficient.

Let the instrument, with certificate be registered. Witness my hand this 10th day of Jan'y 1907,

J. R. Rodwell
Clerk Superior Court.

Filed and Registered Jan'y 10-1907.

J. A. Dorton, Reg. of Deeds.

Warren County, North Carolina.

F. G. Davis, et als.

to

Board of Commissioners of Warrenton.

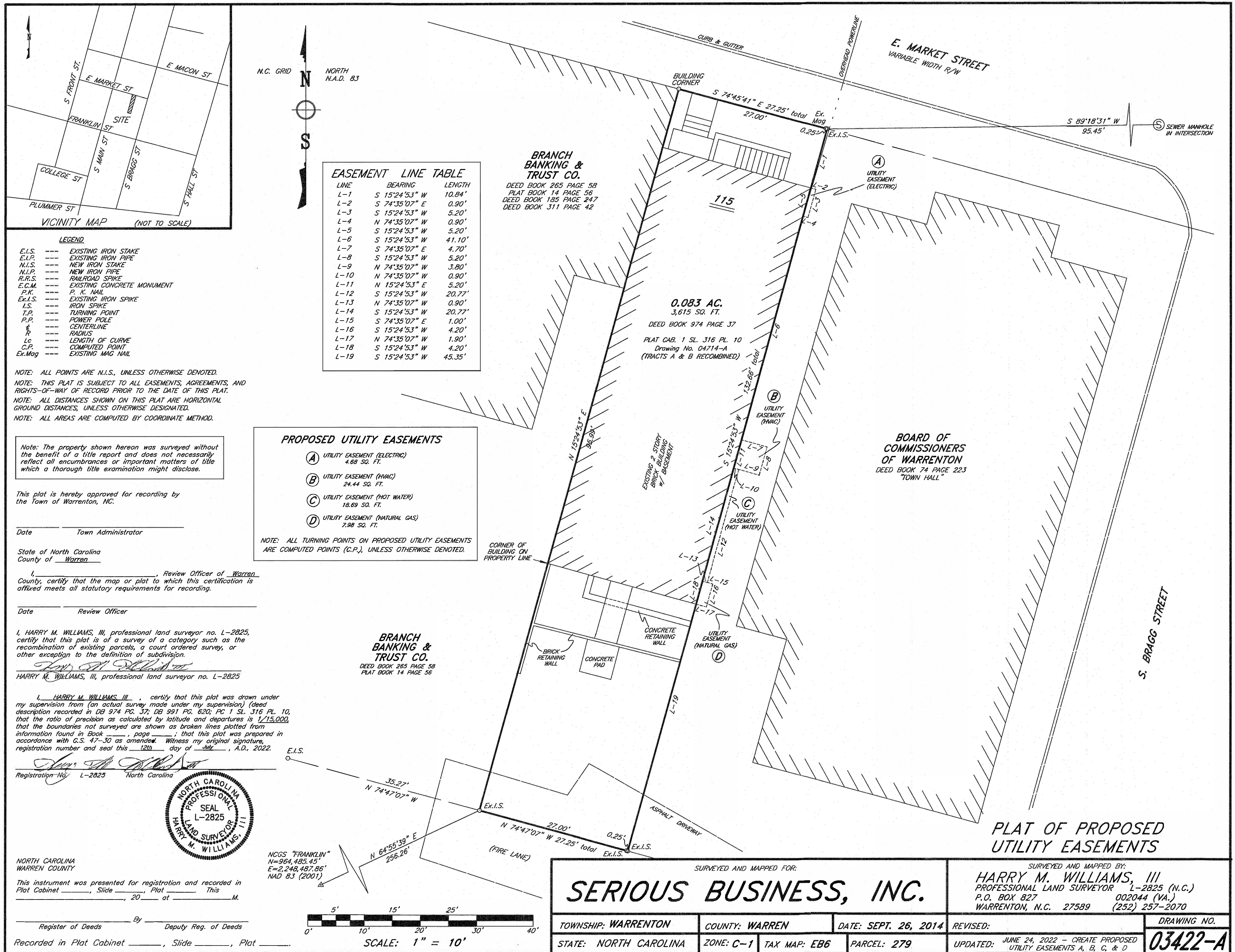
State of North Carolina, Warren County.

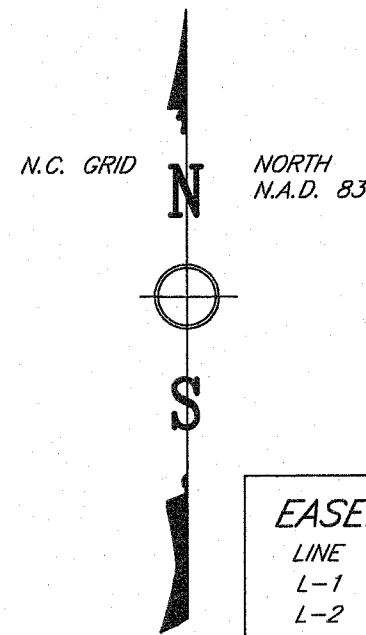
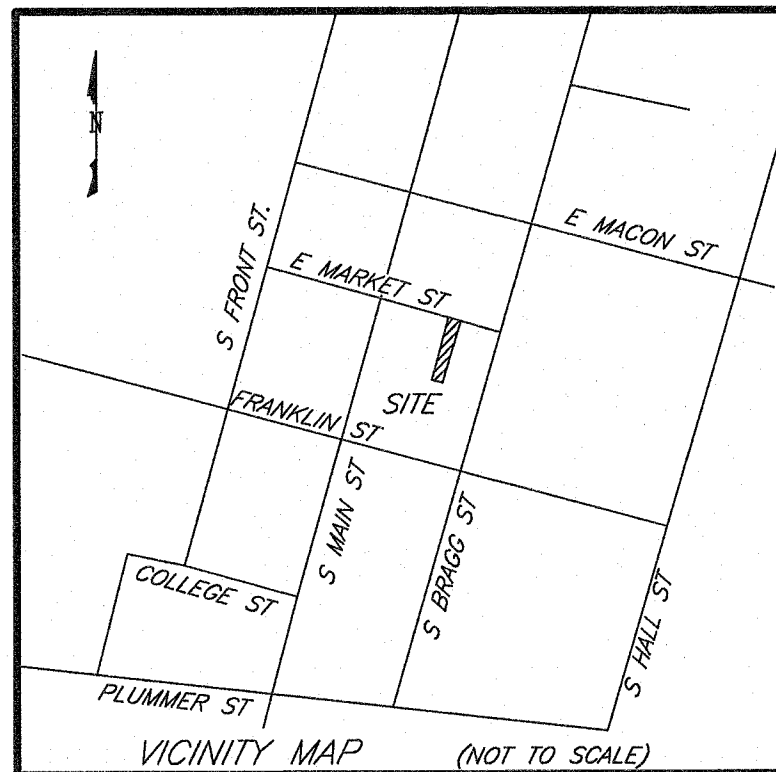
This Deed, made this the 12th day of January A.D. 1907, by F. G. Davis, & Addie M. Davis his wife, and St. J. Macon, Trustee, all of

the County of Warren, State of North Carolina, parties of the first part, to "the Board of Commissioners of Warrenton," State of North Carolina, party of the second part. Witnesseth: That the said parties of the first part, for and in consideration of the sum of Six Hundred (600) Dollars, to the said F. G. Davis and Addie M. Davis his wife, in hand paid by the said party of the second part, and in consideration of the sum of One Dollar, to the said St. J. Macon, Trustee, in hand paid by the said party of the second part, the receipt of which respective amounts is hereby acknowledged, have bargained and sold, and by these presents do bargain sell and convey to the said party of the second part, its Successors and assigns, a certain tract or parcel of land in the town of Warrenton State of North Carolina adjoining the lands of said Addie M. Davis and others, being a part of the Lot known as the Phoenix Hotel lot, and bounded as follows, viz: Beginning at an Iron Stake at the corner of Market Street where it enters Bragg Street, running thence Southwardly along Bragg Street a distance of 126 feet and three (3) inches, to an Iron Stake in the Northern line of an Alley, thence along the Northern line of said Alley in a Westwardly direction a distance of 98 feet and three (3) inches to an Iron Stake, thence in a straight line Northwardly a distance of 132 feet and three (3) inches to an Iron Stake in the Southern edge of a Side wall of Market Street, thence Eastwardly along said Side wall, a distance of 98 feet and three (3) inches to the place of beginning.

The aforesaid St. J. Macon is Trustee in a certain Conveyance executed to him by said F. G. Davis, and Addie M. Davis, his wife, on the 8th day of March 1906, which is Registered in the Office of the Register of Deeds of said Warren County, in Book No 72, Page 295. Which Conveyance is a lien upon said land, and the said Trustee becomes a party to this Deed in order to pass and convey all right, title and intent he may have in and to said land by reason of the aforesaid Conveyance and for no other purpose or intent.

I Have and do Hold the aforesaid tract or parcel of land, and all privileges and appurtenances thereto, belonging, to the said party of the second part, its Successors and assigns, in fee-simple forever.





LEGEND

E.I.S.	---	EXISTING IRON STAKE
E.I.P.	---	EXISTING IRON PIPE
N.I.S.	---	NEW IRON STAKE
N.I.P.	---	NEW IRON PIPE
R.R.S.	---	RAILROAD SPIKE
E.C.M.	---	EXISTING CONCRETE MONUMENT
P.K.	---	P. K. NAIL
Ex.I.S.	---	EXISTING IRON SPIKE
I.S.	---	IRON SPIKE
T.P.	---	TURNING POINT
P.P.	---	POWER POLE
C.	---	CENTERLINE
R.	---	RADIUS
Lc	---	LENGTH OF CURVE
C.P.	---	COMPUTED POINT
Ex.Mag	---	EXISTING MAG NAIL

NOTE: ALL POINTS ARE N.I.S., UNLESS OTHERWISE DENOTED.
NOTE: THIS PLAT IS SUBJECT TO ALL EASEMENTS, AGREEMENTS, AND RIGHTS-OF-WAY OF RECORD PRIOR TO THE DATE OF THIS PLAT.
NOTE: ALL DISTANCES SHOWN ON THIS PLAT ARE HORIZONTAL GROUND DISTANCES, UNLESS OTHERWISE DESIGNATED.
NOTE: ALL AREAS ARE COMPUTED BY COORDINATE METHOD.

Note: The property shown hereon was surveyed without the benefit of a title report and does not necessarily reflect all encumbrances or important matters of title which a thorough title examination might disclose.

This plat is hereby approved for recording by the Town of Warrenton, NC.

Date _____ Town Administrator

I, _____, Review Officer of Warren County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

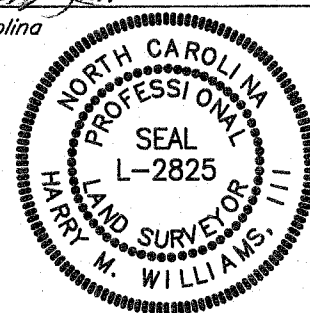
Date _____ Review Officer

I, HARRY M. WILLIAMS, III, professional land surveyor no. L-2825, certify that this plat is of a survey of a category such as the recombination of existing parcels, a court ordered survey, or other exception to the definition of subdivision.

HARRY M. WILLIAMS, III, professional land surveyor no. L-2825

I, HARRY M. WILLIAMS, III, certify that this plat was drawn under my supervision from (an actual survey made under my supervision) (deed description recorded in DB 974 PG. 37; DB 991 PG. 620; PC 1 SL. 316 PL. 10, that the ratio of precision as calculated by latitude and departures is 1/15,000, that the boundaries not surveyed are shown as broken lines plotted from information found in Book _____, page _____; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 12th day of July, A.D., 2022.

Registration No. L-2825 North Carolina



NORTH CAROLINA
WARREN COUNTY

This instrument was presented for registration and recorded in Plat Cabinet _____, Slide _____, Plat _____, This _____, 20 _____ at _____ M.

Register of Deeds By _____ Deputy Reg. of Deeds

Recorded in Plat Cabinet _____, Slide _____, Plat _____.

EASEMENT LINE TABLE

LINE	BEARING	LENGTH
L-1	S 15°24'53" W	10.84'
L-2	S 74°35'07" E	0.90'
L-3	S 15°24'53" W	5.20'
L-4	N 74°35'07" W	0.90'
L-5	S 15°24'53" W	5.20'
L-6	S 15°24'53" W	41.10'
L-7	S 74°35'07" E	4.70'
L-8	S 15°24'53" W	5.20'
L-9	N 74°35'07" W	3.80'
L-10	N 74°35'07" W	0.90'
L-11	N 15°24'53" E	5.20'
L-12	S 15°24'53" W	20.77'
L-13	N 74°35'07" W	0.90'
L-14	S 15°24'53" W	20.77'
L-15	S 74°35'07" E	1.00'
L-16	S 15°24'53" W	4.20'
L-17	N 74°35'07" W	1.90'
L-18	S 15°24'53" W	4.20'
L-19	S 15°24'53" W	45.35'

PROPOSED UTILITY EASEMENTS

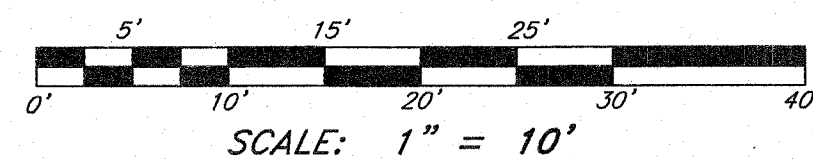
- (A) UTILITY EASEMENT (ELECTRIC)
4.68 SQ. FT.
- (B) UTILITY EASEMENT (HVAC)
24.44 SQ. FT.
- (C) UTILITY EASEMENT (HOT WATER)
18.69 SQ. FT.
- (D) UTILITY EASEMENT (NATURAL GAS)
7.98 SQ. FT.

NOTE: ALL TURNING POINTS ON PROPOSED UTILITY EASEMENTS ARE COMPUTED POINTS (C.P.), UNLESS OTHERWISE DENOTED.

BRANCH BANKING & TRUST CO.

DEED BOOK 265 PAGE 58
PLAT BOOK 14 PAGE 56

NCGS "FRANKLIN"
N=964,485.45'
E=2,248,487.86'
NAD 83 (2001)



BRANCH BANKING & TRUST CO.
DEED BOOK 265 PAGE 58
PLAT BOOK 14 PAGE 56
DEED BOOK 185 PAGE 247
DEED BOOK 311 PAGE 42

0.083 AC.
3,615 SQ. FT.

DEED BOOK 974 PAGE 37
PLAT CAB. 1 SL. 316 PL. 10
Drawing No. 04714-A
(TRACTS A & B RECOMBINED)

BOARD OF COMMISSIONERS OF WARRENTON
DEED BOOK 74 PAGE 223
"TOWN HALL"

PLAT OF PROPOSED UTILITY EASEMENTS

SERIOUS BUSINESS, INC.

TOWNSHIP: WARRENTON

COUNTY: WARREN

DATE: SEPT. 26, 2014

REVISED:

STATE: NORTH CAROLINA

ZONE: C-1

TAX MAP: EB6

PARCEL: 279

UPDATED: JUNE 24, 2022 - CREATE PROPOSED UTILITY EASEMENTS A, B, C, & D

DRAWING NO.

03422-A

(WARRENTONFURNITURE/2022/03422.crd) FIELD BOOK NO. 135 & LL

PROJECT BUDGET REVISION FORM

Per Bulletins 11-5

NAME OF GRANTEE:	Town of Warrenton		
GRANT NUMBER:	18-C-3079		
CDBG GRANT AMOUNT:	\$750,000		
DATE:	8-Aug-22		
ACTIVITY	PRESENT BUDGET	PROPOSE CHANGE IN BUDGET	REVISED BUDGET REVISION #
a. Acquisition			\$0.00
b. Disposition			\$0.00
c. Public facilities and improvements			\$0.00
(1) Senior and handicapped centers			\$0.00
(2) Parks, playgrounds and recreation facilities			\$0.00
(3) Neighborhood facilities			\$0.00
(4) Solid waste disposal facilities			\$0.00
(5) Fire protection facilities and equipment			\$0.00
(6) Parking facilities			\$0.00
(7) Public utilities, other than water and sewer			\$0.00
(8) [Reserved]			\$0.00
(9) Street Improvements			\$0.00
(10) Flood and drainage improvements			\$0.00
(11) Pedestrian improvements			\$0.00
(12) Other public facilities			\$0.00
(13) Public sewer improvements			\$0.00
(14) Public water improvements			\$0.00
d. Clearance activities			\$0.00
e. Public Services			\$0.00
f. Relocation assistance			\$0.00
g. Construction, rehabilitation and preservation			\$0.00
(1) Construction or rehabilitation of commercial and			\$0.00
(2) Rehabilitation of privately owned dwellings			\$0.00
a. Rehabilitation	\$680,000.00	\$200,000.00	\$880,000.00
b. Reconstruction			\$0.00
c. Clearance			\$0.00
d. Temporary relocation expenses			\$0.00
(3) Rehabilitation of publicly owned dwellings			\$0.00
(4) Code enforcement			\$0.00
(5) Historic preservation			\$0.00
h. Development financing			\$0.00
(1) Working capital			\$0.00
(2) Machinery and equipment			\$0.00
i. Removal of architectural barriers			\$0.00
j. Other Activities			\$0.00
k. SUBTOTAL			\$0.00
l. Planning			\$0.00
m. Administration	\$ 70,000.00		\$70,000.00
n. TOTAL	\$750,000.00	\$200,000.00	\$950,000.00

Authorized Signature & Date