



**TOWN OF GRIFTON
BOARD OF COMMISSIONERS
REGULAR MEETING
Tuesday, January 10, 2023
7:00 PM**

AGENDA

- A. Meeting Called to Order**
- B. Pledge of Allegiance to the Flag of the United States of America.**
- C. Approval of Minutes:** (December 13, 2022 Regular Meeting.) P.2 - P.5
- D. Manager Report**
- E. Recognition of Persons to Be Heard NOTE:** This is an opportunity for public comment, and we thank you for coming to the Board of Commissioners meeting tonight to share your views. We value all citizens input.
Speaker comments are limited to a maximum of 5 minutes during the public comment period. Groups shall designate one speaker to represent the group on a particular subject matter. At the conclusion of the 5 minutes, each speaker shall leave the podium. Comments will be directed to the full Board, not an individual Board member or Staff member. Although the Board is interested in hearing your comments, speakers should not expect any comments, action or deliberation from the Board on any issue raised during public comment period. Please state your full name and address.
- F. Discussion Items**
1. Proclamation declaring Human Trafficking Awareness and Prevention Month – Melisa Simpson P.6 - P.7
 2. Ordinance for “No Stopping, Parking, or Standing on N. Highland Blvd.” P.8
 3. Authorize public hearing for Economic Development Incentive Grant Agreement for Food Pride P.9 - P.21
 4. Adoption of American Rescue Plan Policies required by Coronavirus State and Local Fiscal Recovery Funds and American Rescue Plan Act of 2021
 5. Budget Amendment – Police Department & Building & Grounds P.22
- G. Commissioners Comments**
- H. Adjournment**

**TOWN OF GRIFTON
BOARD OF COMMISSIONERS
REGULAR MEETING
DECEMBER 13, 2022**

Present: Mayor B.R. Jackson; Commissioners Jessica Daigneault, Claude Kennedy, Raymond Oakes Will Barnes; Interim Manager Mark Warren, Clerk Tina Mitchell
Absent, Commissioner Angela Gay

Mayor Jackson called the meeting to order.

Mayor Jackson led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

Approval of Minutes

Commissioner Kennedy made a motion to approve minutes as presented. The motion was seconded by Commissioner Barnes. The motion carried unanimously.

Manager's Report

1. We are continuing with the USDA Project and nearing completion. We hope to have the project completed and cleaned up by the end of December.
2. The employee Christmas luncheon will be Tuesday 20,2022 at the Depot and will be catered by Greg's Pizza at 12:00 noon.
3. We are implementing an upload for bank draft with First citizens Bank. This will not change any services with the customers. We hope to implement this change beginning in January.
4. We are having the 2022 Shop with a Cop Programs for Christmas. The were 2 kids chosen from the Griffon School that lost all their items in an apartment fire on Short Street as well as an infant that lived in the house.
5. We put the Dodge Ram Charger on Gov.deals and the high bidder was 4500.00 that was received for the vehicle.
6. Harvest Beam are in the process of installing new wifi to service the Town Hall and the Police Department. They will be installing wifi in other parts of the Town as well.

Audit Presentation for the Town ending June 30, 2022 from Barrow, Parris & Davenport

Mr. Jay Parris of Barrow, Parris and Devenport appeared before the Board to present the formal audit. Mr. Parris sated that the audit was clean. He provided a handout detaining the following: the General Fund is at 71% which is a nice trend, water/sewer fund operated in a deficit so you need to look at your rates, the audit was submitted after the December 1st deadline, but we submitted explanation and upon approval of audit by LGC the Town will need to submit letter to LGC addressing how the Board will correct the water/Sewer revenue deficit.

On motion of Mr. Barnes, seconded by Mr. Kennedy the Board voted unanimously to approve audit subject to LGC approval

Recognition of Persons to Be Heard NOTE: This is an opportunity for public comment, and we thank you for coming to the Board of Commissioners meeting tonight to share your views. We value all citizens' input. Speaker's comments are limited to a maximum of 5 minutes during the public comment period. Groups shall designate one speaker to represent the group on a particular subject matter. At the conclusion of the 5 minutes, each speaker shall leave the podium. Comments will be directed to the full Board, not an individual Board member or Staff member. Although the Board is interested in hearing your comments, speakers should not expect any comments, action, or deliberation from the Board on any issue raised during public comment period. Please state your full name and address

Billy Tarlton with Grifton Mission Ministries 6499 North Highland Blvd. Mr. Tarlton shared when he first came to Grifton and how they created Grifton Mission Ministries. He shared several situations about providing help to meet the needs of the community. He shared how they have helped with hurricanes all along the Eastern Coast, food boxes, grass cutting areas that belong to the Town, cleaning flower beds at the Grifton entrances, etc. He feels that there is prejudice from the Town against the Grifton Mission Ministries with comments that are being made. He was told that they are the reason the grocery store wasn't opened any sooner and that the food they give out should have been given to the hogs. He stated that he does not agree with that because they collect food 7 days a week. Mr. Tarlton said that he requested a no parking sign on the side of the road so people will stop lining up on the road. He also asked for assistance from the Police Department but has not heard back from them. He said at this point he didn't know what else to do but he would do whatever he needs to do without having to deal with threats and comments. He said that he was here to help the community. Mr. Tarlton was told that the Town didn't want them in the old Piggly Wiggly building because of the revenue that the Town could get from it. They were awarded the Gold Medallion Award from the Governor. He mentioned that most of the Towns that were awarded a Gold Medallion normally puts up a plaque for people to see that are coming in Town but apparently, we don't mean anything. We are not doing this for our gratitude, we are doing it for the Town.

Public Hearing

1. Request for rezoning from Nicholas Hill and Alonzo Gray (Owner) to rezone a 1.84-acre tract located at Grifton Hugo Road and Skeeter Pond Road from R-14 Residential to B-1 Highway Commercial being Lenoir County Tax Parcel 38332 in the Grifton EJT.

On motion of Commissioner Barnes seconded by Commissioner Daigneault the Board opened the public hearing.

Mr. Alonzo Gray appeared before the Board stating he wanted to construct mini-storage buildings.

On a motion of Commissioner Barnes, seconded by Commissioner Oakes the Board voted unanimously to adjourn public hearing.

On a motion of Commissioner Barnes, seconded by Commissioner Oakes that we go back into our regular public hearing.

Discussion/Action Items

1. Consideration to (approve or disapprove) rezoning request from Nicholas Hill and Alonzo Gray, Owner to rezone a 1.84-acre track located at Griffon Hugo Road and Skeeter Pond Road from R-14 Residential to B-1 Highway Commercial being Lenoir County Tax Parcell 38332 in the Griffon EJT.

On a motion of Commissioner Barnes, seconded by Commissioner Daigneault, that this be allowed. Motion carried unanimously to approve.

2. Approval of Amendment No.2 to the Engineering Services Agreement with the Wooten Company for the U.S.D.A. Sewer Rehab Project.

On a motion of Commissioner Barnes, seconded by Commissioner Barnes, that this be allowed. Motion carried unanimously to approve.

3. Consideration to approve special event for the Shad Committee at the Depot for New Year's Eve.

On a motion of Commissioner Barnes, seconded by Commissioner Daigneault, that this be allowed. Motion carried unanimously to approve

Commissioner Comments

Commissioner Kennedy asked about the proposal for a grant with the new water meters. In reference to the audit proposal with cost cutting measures, is it possible that we can decrease salary since we won't have to physically go out and read meters. He would like to see that the no parking signs be put up by the Griffon Mission as quickly as possible.

Commissioner Barnes referenced what Commissioner Kennedy said about the new meters and saving money in that aspect to keep from having to raise the water rates.

In reference to what Billy Tarlton said about the cars being parked on the road and needing parking sign, can we help in any way to get this sign up.

He asked if the same company will be available to patch up the holes on the streets.

Asked if the kayak ramp was completed. He knows of some kayak clubs that are very interested in using it.

Asked if there is any possibility of getting a map of the shut off valves.

Was interested in knowing how much a suction truck would run to clean the streets.

Expressed his thanks for all that the Griffon Mission Ministries and volunteers, Police Dept, Fire and Rescue for all that they do.

The letter that we proposed last month to go to the DA, will we get a response from them.

Asked if the Grocery store will get a run off for the property tax.

Commissioner Oakes asked what the procedure was for replacing a streetlight that is out. He said that he called the Town Hall on November 18th and later, came down to the Town Hall and found out that nothing has been done about it. I got the number off the pole and called in myself to get it replaced and they repaired it in 3 to 5 days. He said that it looks like if I call the Town Hall and ask for it to be taken care of, it should be their responsibility to do it. I would love to see the workers

take a little more responsibility when they are asked to do something.

There is a hole in the road on Niblick that has gotten worse and I would like for you to put that on your list to be repaired.

On motion of Commissioner Barnes seconded by Mr. Oakes the Board voted unanimously to adjourn meeting.

Respectfully
Tina Mitchell
Town of
Grifton

Human Trafficking Awareness and Prevention Month, January 2023

A PROCLAMATION

WHEREAS, human trafficking involves the recruitment, harboring, transportation, provision, buying or selling of human beings for their services of labor or commercial sex through the use of force, fraud or coercion; and

WHEREAS, human trafficking violates basic human rights and deprives victims of human dignity and freedom; and

WHEREAS, human trafficking is a growing global and national problem, with North Carolina being consistently ranked among the top ten states for prevalence in human trafficking; and

WHEREAS, it is imperative that we educate our communities, our young people and families to take an active interest in learning how to recognize the risks and resist predators who use coercion and threats to manipulate children and adults into labor or sex trafficking; and

WHEREAS, sex buyers are the reason that children and adults are being groomed and recruited by traffickers into the exploitative sex industry; and

WHEREAS, our community must hold accountable those people who purchase sex and those people who look the other way; and

WHEREAS, the Pitt County Coalition Against Human Trafficking seeks to eradicate human trafficking by empowering organizations and individuals through collaboration, leadership and training; and

WHEREAS, TEDI Bear Child Advocacy Center, the Center for Family Violence Prevention, and many other organizations are active members of the Pitt County Coalition Against Human Trafficking; and

WHEREAS, the Town of Grifton is committed to protecting people vulnerable to human trafficking and taking action to end human trafficking by holding the sex buyers and traffickers accountable.

NOW, THEREFORE, I, B.R. Jackson, Mayor, do hereby proclaim January 2023 as “Human Trafficking Awareness and Prevention Month” in the Town of Grifton and commend its observance to all citizens.

B.R. Jackson, Mayor

Tina Mitchell, Town Clerk

ORDINANCE 01-01-2023

Section 72.14 No Stopping, Parking, or Standing on N. Highland Blvd.

No vehicle shall be allowed to park, stop, or stand on the shoulder of N. Highland Blvd. between River Road and Olive Branch Drive. Any vehicle that is left on the shoulder of N. Highland Blvd. between River Road and Olive Brach Drive will be subject to towing at the owner's expense.

Adopted the 10th day Of January 2023 by the Grifton Board of Commissioners.

B.R. Jackson, Mayor

ATTEST:

Tina Mitchell, Town Clerk

Public Notice

A public hearing is scheduled for Tuesday February 14, 2023, at 7:00 pm in the Town Hall board room located at 528 Queen Street in Grifton, N.C. to hear comments related to the Economic Development Incentive Agreement being considered for the purpose of increasing taxable property and employment opportunities for the Town of Grifton.

Alvin J Huggins Life Estate, Sandy Gail Huggins Remainder (operating as Food Pride Grocery Store) has acquired the property located at 501 Queen Street being Pitt County Tax Parcel 04953. The new owners have renovated the interior of the building to N.C. Building Code Standards and have installed business equipment necessary for the operation of a grocery store. The Pitt County Tax Office has assessed the total taxable value at \$ 417,320.00

The incentives to be offered will consist of a grant to the new owners mentioned above at a value equal to 100% of the taxes paid to the Town of Grifton for the first year, at 75% for the second year, at 50% for the third year, and at 25% for the fourth and final year. The incentives will also include a waiver of storm drainage charges due each month at a value equal to 100% of the storm drainage charges for the first year, at 75% for the second year, at 50% for the third year, and at 25% for the fourth and final year.

Requirements for these incentives will be that at a minimum three (3) full time positions and four (4) part-time positions will be created in the first year of operation and maintained for the period of the incentive agreement to be executed by the Town and the LLC. The estimated value of the incentive agreement over the four-year period is \$ 9,264.00.

Legal 2 times February 2, February 9

NORTH CAROLINA
PITT COUNTY

ECONOMIC DEVELOPMENT AGREEMENT

This ECONOMIC DEVELOPMENT AGREEMENT dated as of the ____ day of _____, 2023, is entered into by and between the TOWN OF GRIFTON, a North Carolina Municipal Corporation (the "Town") and Alvin J. Huggins Life Estate, Sandy Gail Huggins Remainder, DBA Food Pride, (the "Company").

WITNESSETH:

WHEREAS, the Company has purchased and proposes improved the Property located at 501 Queen Street, Grifton N.C. (Being Pitt County Tax Parcel 04953) in order to operate on the Property a grocery store similar to its other stores operated under the trade name "Food Pride" ;

WHEREAS, the Local Development Act of 1925, as amended (Article 1 of Chapter 158 of the North Carolina General Statutes) grants towns the authority to make appropriations for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the Town or for other purposes, which the Town's governing body finds in its discretion will increase the population, taxable property base and business prospects of the Town;

WHEREAS, the purpose of this Agreement is to describe certain incentives to be provided by the Town to the Company in connection with the Company's improvements to the Facility, and the creation of at least seven (7) new jobs.

WHEREAS, the parties desire hereby to document their respective commitments, and, to the fullest extent permitted by North Carolina law, contractually bind them thereto;

WHEREAS, it is anticipated that the Company's capital investment in and at the Facility and its operations thereat will (a) strengthen the tax base Town by generating significant ad valorem tax, sales tax and other revenues to the Town, (b) stimulate, diversify, and stabilize the

local economy of the Town, (c) promote and improve the business climate of the Town, and (d) create a significant number of new jobs that will have a positive impact on the Town, all of which are significant public purposes and all of which constitute a material part of the financial basis for the Town entering into this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties agree and contract as follows:

1. The Facility. The Company has renovated the Property (the "Facility"), and located and maintained upon the Property equipment and other personal property, representing a combined investment, when added to the purchase price for the Property, of not less than four hundred seventeen thousand three hundred twenty dollars (\$417,320.00). Per the Pitt County Tax Office, The total taxable market value, including real and personal property, is estimated to be four hundred seventeen thousand three hundred twenty dollars (\$417,320.00). The Company completed the improvements to the Facility before January 01, 2023. The Company will provide together with the certification of such copies of invoices, purchase orders, contracts, cancelled checks and other evidence corroborating the capital and other costs of the Facility as the Town may reasonably request.

2. Economic Development Assistance. The Board of Commissioners of the Town has determined that the improvements to the Property and the operations of the Facility will stimulate the local economy, promote business, and result in the creation of a substantial number of jobs in the Town.

(a) Property Tax Grants. Subject to the terms and conditions of this Agreement, the Town will pay to the Company from any lawfully available funds not otherwise restricted, for a period of four (4) consecutive years starting with the Town's fiscal year ending

June 30, 2023 (or the Town's fiscal year that ends during the year in which the Company completes its construction at the Facility and commences operations of the grocery store), annual economic development incentive grants (each a "Grant"), based on the assessed tax value of the Facility according to the Company's "Business Personal Property" and "Real Property and Personal Property" listings as filed for the Facility and the Property for the corresponding period, as set forth in more detail below. The amount of each annual Grant from the Town shall be equal to the *product* of (A) the amount of property taxes actually paid by the Company to the Town during the subject tax year, and (B) the "Applicable Percentage" as set forth in the following table:

Applicable Percentage	Based on Facility and Property Assessed Value as of January 1
100%	2023
75%	2024
50%	2025
25%	2026

For purposes of this Agreement, the years in the second column shall be adjusted based on the year during which the Company completes its improvements to the Facility and commences operations, with the first such year being the year during which the Company completes its improvements to the Facility and commences operations.

The Town acknowledges and agrees that nothing set forth in this Agreement shall prohibit the Company from appealing the County's valuation of its real property and business personal property. In the event of any such appeal, the Company shall pay the amount of the undisputed property tax payments, and, for purposes of calculating the amount of the Grant with respect to the subject year and the payment of such Grant, the Company shall be deemed to have paid in full the property taxes assessed by the subject jurisdiction, with the amount of such Grant

being adjusted based on the final results of the Company's appeal of the subject taxing jurisdiction's valuation of its real property and business personal property.

(b) Storm Drainage Fees Grants.

Subject to the terms and conditions of this Agreement, the Town will waive some or all of the storm water charges assessed against the Property for a period of four (4) consecutive years, as follows:

Applicable Percentage of Storm Water Charges waived	Year
100%	2023
75%	2024
50%	2025
25%	2026

For purposes of this Agreement, the years in the second column shall be adjusted based on the year during which the Company completes its improvements to the Facility and commences operations, with the first such year being the year during which the Company completes its improvements to the Facility and commences operations.

3. Conditions.

During each of the years that the Company is eligible for incentive Grants, the Grants for each year will be paid to the Company or waived by the Town, as applicable, in accordance with the schedule set forth herein and the procedures set forth herein. Subject to the above provisions regarding appeals of valuations, the Town will only be obligated to make incentive Grants for a given year if:

(a) the Company is then current in its payments of all ad valorem taxes, and only after the Company has made its ad valorem tax payments to the Town for the year for which

incentive Grants are payable under this Agreement and the Company has paid and complied with its other obligations and duties to the Town set forth herein. The payment of all ad valorem taxes due the Town as a condition to eligibility for Grants in any year during the Grant term is a material condition of this Agreement and shall not be construed as implying or suggesting that the Town is reimbursing to the Company any or all of any annual ad valorem taxes collected from the Company;

(b) the Company employs at a minimum three (3) full-time positions and four (4) part-time positions;

(c) the Company operates a grocery store at the Facility. For the purposes of determining whether the Facility has been operated during any given year, temporary interruptions in operations necessitated by inclement weather, utility disruptions, repairs, replacements, and ordinary and necessary service shall be disregarded in accordance with the force majeure provisions of Section 8.

Upon the written request from the Town, the Company will provide assurances reasonably satisfactory to the Town that the Company actually operated the Facility during any given year for which Grants are otherwise payable to the Company. The Company shall present such other evidence as may be reasonably requested by the Town to confirm that the Company is meeting its requirements hereunder, especially those relating to employment.

The Company acknowledges that the Town is required by law, upon request, to release certain "Public Records" as the term is defined by N.C.G.S. §132-1. All information disclosed to the Town by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the Town upon request as provided by N.C.G.S. §132-6. The Town may withhold from disclosure confidential records as defined by

N.C.G.S. §132-1.2. The Company acknowledges that it has read and is familiar with the Town's obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or confidential pursuant to N.C.G.S. §132-1.2, the Town shall notify the Company if the Town receives such a request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets or confidential information to be disclosed as a public record. The Company acknowledges that this disclosure of the Town's public records requirements is given pursuant to N.C.G.S. §132-1.8(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Company.

4. No Pledge of Faith and Credit. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation. The parties acknowledge that the scope, term and duration hereof are in all events reasonable. No provision of this Agreement shall be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of the Town within the meaning of the North Carolina Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Town's moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

5. Assignment.

(a) Except as provided in the following provisions of this Section 5 or otherwise set forth in this Agreement, no party shall assign its rights hereunder.

(b) Notwithstanding the foregoing, the Company may assign its rights hereunder to any entity that it controls, that controls the Company or that is under the common control of another with the Company. The Company will give the Town at least 30 days' prior written notice of any assignment hereunder.

6. Disclaimers.

(a) The Company acknowledges that the Town has not designed the Facility or the improvements thereto, nor has the Town supplied any plans or specifications with respect thereto. The Town (a) is not a manufacturer of, or dealer in, any of the component parts of the Facility or similar facilities; (b) has made no recommendation, given any advice or taken any other action with respect to (1) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Facility or any component part thereof or any property or rights relating thereto, or (2) any action taken or to be taken with respect to the Facility or any component part thereof or any property or rights relating thereto at any stage of the construction thereof; and (c) made no warranty or other representation, express or implied, that the Facility or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Company intends therefor, or (iii) is safe in any manner or respect. The provisions of this Section shall survive the Agreement's termination.

(b) The parties acknowledge and agree that any and all monies appropriated and expended by the Town for local economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on N.C.G.S. §158-7.1. The parties further acknowledge and agree that this Agreement, to the extent allowed by law, shall be considered a continuing contract and shall be subject to, and controlled

by, the provisions of the North Carolina General Statutes. If for any reason it is found by a court of competent jurisdiction by final judgment that provisions of the North Carolina General Statutes utilized herein do not legally apply to this Agreement, then in such event there shall be no liability on behalf of the Town for the failure of this Agreement to be continuing in nature.

7. Controlling Law. This Agreement is entered into pursuant to the laws of the State of North Carolina, and shall be construed and enforced thereunder.

8. Force Majeure. If by reason of acts of God, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, the Company is unable to complete the construction and related undertakings called for herein, or if same is delayed as a result of such event or events, then the parties hereto agree to extend the time period that the Town will be obligated to make the payments and provide the incentives described herein to a date to be mutually agreed upon by the parties hereto based upon the gravity and duration of such unexpected event.

9. Defaults; Remedies; Dispute Resolution and Cooperation.

(a) In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Superior Court of Pitt County, North Carolina or the United States District Court for the Eastern District of North Carolina. In the event that any of the incentives or other agreements of the Town are determined to be invalid, the Town agrees that it will, to the extent permitted by law, reasonably provide the Company with any permitted incentives of substantial equal value pursuant to one or more replacement incentive grant programs.

(b) There will not be a breach or default hereunder until the Town shall have provided to the Company a notice setting forth with specificity the details of the subject non-

compliance and provided the Company with no less than sixty (60) days to cure the subject non-compliance.

10. Notices.

(a) Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon the first to occur of (i) actual receipt by the intended recipient, or (ii) the third (3rd) business day after it is properly deposited in the United States mail via certified mail, return receipt requested.

(b) Each party's address to which such Notices shall be delivered is listed below:

(1) If to Company: Alvin J. Huggins Life Estate
Sandy Gail Huggins
5249 Bill Jones Rd.
Ayden, N.C. 28513

(2) If to the Town, to: Town of Grifton
Attn: Town Manager
528 Queen Street
P.O. Box 579
Grifton, NC 28530

(c) Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties five (5) business days prior to the effective date of such change.

11. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day (with a Business Day being any day on which federally chartered banking institutions are open for

business), such payment shall be made or act performed or right exercised on or before the next Business Day.

12. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, then (a) such determination shall not invalidate or render unenforceable any other provision of this Agreement; (b) such provision shall be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms hereof, together with such reconstructed provision, shall constitute the parties' entire agreement hereof.

13. Amendments. This Agreement shall not be changed except in writing and signed by all the parties.

14. Binding Effect and Effectiveness. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns, notwithstanding changes in corporate or other governance, subject to bankruptcy, insolvency, moratorium, and other items generally affecting creditors' rights generally and general principles of equity. The Town represents and warrants that it has approved this Agreement and the terms and incentives hereunder, and that the same are in compliance with any economic development or other policies or applicable legal authorities, and that the terms and incentives hereunder have been, and this Agreement shall further be conditioned upon it being stamp-certified as having been, pre-audited in order to comply with the budgetary accounting requirements (if any) that apply, under the Local Government Budget and Fiscal Control Act or otherwise. Such certification is set forth at the end of this Agreement, and must be signed by the Finance Officer for the Town.

15. Liability of Officers and Agents. No official, officer, agent or employee of the Town or Company shall be subject to any personal liability or accountability by reason of the execution or performance of this Agreement or any other documents related to the transactions contemplated hereby. Such officials, officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such official, officer, agent or employee from the performance of any official duty provided by law. Nevertheless, the parties, and each person executing this Agreement on behalf thereof, represent and warrant that they have the full right and authority to enter into this Agreement, which is binding upon the party represented by them, and to sign on behalf of the party indicated, and are acting on behalf of themselves, their constituent members, and the successors and assigns of each of them.

16. Counterparts. This Agreement may be executed in any number of separate counterparts. Each executed counterpart shall constitute an original, but all of them taken together shall constitute a single instrument.

SIGNATURES FOLLOW

ATTEST:

TOWN OF GRIFTON

Tina Mitchell, Clerk

By: _____
Billy Ray Jackson, Mayor

ALVIN J. HUGGINS LIFE ESTATE, SANDY
GAIL HUGGINS REMAINDER

By: _____
Alvin J. Huggins

By: _____
Sandy G. Huggins

This instrument has been pre-audited to the extent, and in the manner, required by the "Local Government Budget and Fiscal Control Act."

Town of Grifton Finance Officer

JANUARY BUDGET AMENDMENTS

January 10, 2023

REVENUES

Miscellaneous

103350000	Miscellaneous Revenue	+47600.00
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EXPENSES

Buildings & Grounds

1050007400	CAPITAL OUTLAY	+22600.00
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Police

1051007400	CAPITAL OUTLAY	+25000.00
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