



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

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**BOARD OF COMMISSIONERS
REGULAR MEETING 7:00 PM
DECEMBER 9, 2019
AGENDA**

Regular Meeting

1. Regular Meeting Call to Order, Pledge of Allegiance and Moment of Silence
2. Conflict of Interest Statement, Proposed Agenda
3. Public Comments
4. Swearing In Ceremony – Lisa Blalock
5. Minutes of Board Meeting from November 11, 2019
6. 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
7. Committee Reports
 - a. Finance and Administration (Ms. Hunter)
 - b. Public Works (Ms. Harding)
 - c. Public Safety (Mr. Hardy)
 - d. Human Resources/Information Technology (Mr. Blalock)
 - e. Revitalization/Historic District Commission (Mr. Coffman)
 - f. Beautification/Facilities (Ms. Britt)
 - g. Planning/Zoning/Annexation (Mr. Holt)
8. Old Business
 - a. Status of Grants
9. New Business
 - a. WWTP Phase 2 Rehabilitation – Grant / Loan
 - b. MiFleet - Terms and Conditions and Uses of License Agreement
 - c. Absentee Voting Resolution
 - d. Budget Amendment – Sales Tax Surplus
 - e. Preliminary Audit Report
10. Closed Session to discuss contract negotiations per NC General Statute § 143-318.11 (a)(5)
11. Announcements
 - a. Employee Appreciation Luncheon – December 11 at Noon at Fire Station
12. Adjournment

Conflict of Interest Disclaimer

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

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

Citizen Comments

Rules for Citizen Comments

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

**Town of Warrenton
Board of Commissioners**

Walter M. Gardner, Jr.
Mayor

Robert F. Davie
Town Administrator

Town of Warrenton

"Historically Great - Progressively Strong"

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

Town of Warrenton Board of Commissioners
Regular Meeting
November 12, 2019

Those attending were Mayor Walter Gardner
Commissioner Mary Hunter
Commissioner Michael Coffman
Commissioner Frank Holt
Commissioner Kimberly Harding
Commissioner Margaret Britt
Commissioner William "Tom" Hardy

Town Administrator, Robert Davie
Police Chief Goble Lane
Attorney Mitch Styers
Public Works Director William Perkinson
Annette Silver, Minute Taker

Commissioner Blalock was absent due to illness. Commissioner Tyrone Simes of Norlina was present.

Call to Order/Pledge of Allegiance/Moment of Silence

Mayor Gardner called the regular monthly meeting of the Town of Warrenton Board to order Tuesday, November 12, 2019 (due to Veteran's Day falling on regular meeting night) at 7:00 PM. The Pledge was led by Commissioner Holt. A Moment of Silence was held for all veterans and their families.

Conflict of Interest Statement/Proposed Agenda

The Conflict of Interest Statement was reviewed. Mayor requested flip flopping items 10 and 11 of Proposed Agenda. A motion was made by Commissioner Coffman with second by Commissioner Britt to approve the Proposed Agenda with change of items 10 and 11. The motion was approved by unanimous vote.

Public Comments

Public Comments were voiced by Tyrone Simes, Commissioner in Norlina. Mr. Simes was glad to attend a Warrenton meeting and observe. He hoped the Town of Norlina and the Town of Warrenton along with Warren County can work together on projects and meet together at least once a year.

Minutes of Board Meeting October 14, 2019

Minutes of Board Meeting of October 14, 2019 were presented. A motion to approve was made by Commissioner Coffman with second by Commissioner Hardy. The Minutes were approved by unanimous vote.

Minutes of Called Meeting October 21, 2019

Minutes of Called Meeting of October 21, 2019 were presented. A motion to approve was made by Commissioner Hardy with second by Commissioner Britt. The Minutes were approved by unanimous vote.

The Mayor took this time to thank Commissioner Holt for his service to Town of Warrenton as a commissioner. Commissioner Holt humbly expressed how much of a pleasure it has been to serve the Town.

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 Reports

The Consent Agenda was presented. A motion was made by Commissioner Hardy with second by Commissioner Coffman to approve the Consent Agenda. The motion was approved unanimously.

Committee Reports

Finance and Administration Commissioner Hunter had in addition to written reports information to be presented by Town Administration later in meeting.

Public Works Commissioner Harding and William "Bill" Perkinson had nothing in addition to written submission.

Public Safety Commissioner Hardy and Police Chief Lane reported that there has been positive feedback on the speed monitor or sign gaging speeds of individual cars and drivers on Town streets. Chief Lane explained that the data is collected and will be compiled to assist in determining speed check areas. Commissioner Hardy would like the Quilter's Lane Committee to be involved in the design of the Opal Jones property, if acquired. The Committee would also like to be involved in the crosswalk designs along East and West Market Streets and they intend to present a design concept at the December Board meeting.

Human Resources/Information Technology In the absence of Commissioner Blalock, Town Administrator reported the wireless router has been added on the 1st and 2nd floors at Town Hall which will provide greater signal strength. The 2nd floor router was repurposed from the 1st floor.

Revitalization/Historic District Commission Commissioner Coffman stated that the last Movie Night was cancelled due to weather conditions, and will be rescheduled for the Spring. Fright Night was successful with approximately 200 participants for the Ghost Walk. Commissioner Coffman noted that there are two unfilled positions on the Revitalization Committee, and there is a recommendation by the Committee that Mark Wethington and Mike Kelley replace Craig Hahn and Alex Borst. A motion was made by Commissioner Hardy with second by Commissioner Hunter to accept the nominations from the Revitalization Board. The motion was approved by unanimous vote.

At its last meeting the Historic District Commission approved 5 Certificates of Appropriateness. The P. G. Seaman house (307 Halifax St) was approved for demolition after no interest was made in purchasing after listing it for sale with Preservation North Carolina for over a year. David Woodson (305 Halifax St) submitted a COA application for installation of solar panels on the rear roof portion of his house. A previous application for the same was denied approximately one year ago. Attorney Nick Bagshawe represented the Woodsons this time. The Commission approved the solar panel installation. Wesley United Methodist Church (210 N Main St) was approved to remove decaying trees. Nancy Metsiou (416 S. Main St) was approved to remove one decaying tree. Sigrid Peter and Valerie Thame (410 Halifax St) were approved to allow sheds at the rear of their property that were constructed prior to approval by the Commission. Commissioner Coffman is working towards a March concert featuring Andrew Marlin at the Armory.

The Town of Warrenton hosted a regional meeting of NC Main Street Downtown Managers last week. Several managers of towns of equal size to Warrenton were present for meeting. Mayor, Commissioner Coffman and Robert Davie all agreed the meeting was successful, and the meeting held in new Town Hall demonstrated how Warrenton has been progressing and improving over the last several years.

Beautification/Facilities Commissioner Britt was thankful for the recent attention and repair to pot holes on Town streets. Commissioner Britt plans to meet with Town Administrator concerning the purchasing of banners for replacement along, with identification of any broken banner clamps.

Planning/Zoning/Annexation Commissioner Holt had no report, however, he did want to discuss a loose dog in the neighborhood that has been causing problems. Chief Lane had previously been made aware of the concern, and the owner of the dog has been contacted by Police as well as Warren County Animal Control. Commissioner Holt suggested the Town consider an electric fence requirement.

GRANT STATUS

Fund 51 & 61 USDA Rural Development Expecting funding approval for final additions to project by November 15

Fund 53 NC Commerce Main Street Downtown Redevelopment Bids are open for Phase 2 of construction

Fund 55 NC DEQ Water Infrastructure WWTP Bids received exceeded grant amount by nearly \$1million. Engineering firm working with winning bidder to identify savings. Additional loan may be required.

Volkswagen Settlement Grant -Application for "off -road" vehicles; backhoe and tractor has been retracted by Town due to match requirement. "On-road" vehicles: dump truck and garbage truck remain as valid applications with no match requirement from the Town.

Building Reuse Grant - Application submitted to NC Commerce on behalf of Warrenton Animal Clinic \$90,000 with potential revised match of up to \$4500 by Town.

OLD BUSINESS

A revision to the Resolution for NC Commerce Building Reuse Grant-Warrenton Animal Clinic was presented. The Grant will be up to \$90,000 with a total Town match of up to \$4500 instead of \$60,000 grant amount and \$3,000 Town match. A motion was made by Commissioner Coffman with second by Commissioner Hardy to approve the revision to Resolution for the NC Commerce Building Reuse Grant for the Warrenton Animal Clinic. The motion was approved by unanimous vote.

NEW BUSINESS

An amendment to the Bute/Unity and Battle Avenue Grant (Fund 65 and Fund 64 respectively) was presented showing two separate modifications of payments to the engineering company. A motion was made by Commissioner Coffman with second by Commissioner Hunter to approve both amended agreements. The motion was approved unanimously.

The Town of Warrenton in concert with Warren County Economic Development office, in particular, Stacy Woodhouse have created a local entrepreneurial partnership and purlieu with the Research Triangle Foundation. Based on an existing successful model in RTP called Frontier RTP, Warrenton and Warren County will create similar space in downtown Warrenton for current and aspiring entrepreneurs, as well as students, which will be branded "Frontier Warren, in Partnership with RTP." There will be 2 buildings on Main Street utilized. Local citizens will have access to educational programming and expertise through significant entrepreneurial organizations. The cost to the Town will be \$5000 annually through November 2024, requiring an amendment to the current FY budget. The Warren County match will be \$20,000. The partnership will seek private funding and donations to pay for furniture, ongoing events and programming. This **first ever** partnership for RTP will demonstrate to the region how progressive Warrenton and Warren County are with regards to entrepreneurs and startup companies. Five to six business owners have committed to taking space in one of the new buildings. The board of the Research Triangle Foundation will vote to approve the partnership at their 11-14-2019 meeting. A motion was made by Commissioner Coffman with second by Commissioner Hunter to proceed with project contingent upon approval of the Memorandum of Understanding by Warren County.

ANNOUNCEMENTS Warren Hills Nursing Center will host a tour of its facility November 20, 2019, and show off changes happening at the Center. Mayor thanked Norlina Commissioner Tyrone Simes for attending meeting and offered an open invitation to return at any time. Commissioner Britt inquired if Town Board meetings could be held at 6:00 PM during winter months instead of 7:00 PM. It will be discussed at the December meeting. Mary Hunter mentioned that local music group Mandolin Orange was performing on the Today Show.

Meeting adjourned for closed session.

A motion to return from closed session to regular session was made by Commissioner Hunter and seconded by Commissioner Hardy. The motion was approved by unanimous vote. With no additional business the meeting was adjourned.

Budget vs Actual

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Period Ending 11/30/2019

37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
37-302-301 Ad Velorem Taxes - Current	436,022	0.00	11,782.62	47,469.90	62,142.45	(373,879.55)	14%	
37-302-302 Ad Velorem Taxes - Prior Years	3,000	0.00	659.97	908.23	1,198.96	(1,801.04)	40%	
37-302-303 Ad Velorem Taxes - all other prior years	1,000	0.00	0.00	145.08	377.08	(622.92)	38%	
37-302-304 Ad Velorem Taxes - Penalties & Interest	1,300	0.00	68.25	97.76	192.29	(1,107.71)	15%	
37-307-310 Motor Vehicles - Current	28,302	0.00	1,437.08	4,935.42	10,363.43	(17,938.57)	37%	
37-320-320 Local Option Sales Tax	220,000	0.00	20,126.76	40,405.05	101,919.41	(118,080.59)	46%	
37-320-321 Annual Refund of Sales Tax the Town paid	22,000	0.00	0.00	34,741.73	34,741.73	12,741.73	158%	
37-325-325 Utility Franchise Tax Quarterly	86,000	0.00	0.00	0.00	19,815.09	(66,184.91)	23%	
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	142	0.00	0.00	0.00	0.00	(142.00)		
37-335-335 Powell Bill	25,965	0.00	0.00	0.00	12,791.32	(13,173.68)	49%	
37-345-345 Zone Board of Adj	500	0.00	25.00	75.00	375.00	(125.00)	75%	
37-345-346 Code Enforcement	2,500	0.00	550.00	790.00	1,290.00	(1,210.00)	52%	
37-351-350 Run Warrenton 5K	1,000	0.00	0.00	0.00	0.00	(1,000.00)		
37-351-353 Landfill Fees Residential	150,000	0.00	11,732.72	24,760.98	61,856.22	(88,143.78)	41%	
37-351-355 Cemetery Fees	1,800	0.00	0.00	0.00	0.00	(1,800.00)		
37-351-356 Police Rpt Fees	50	0.00	5.00	10.00	30.00	(20.00)	60%	
37-351-357 Court Fees	300	0.00	22.50	58.50	130.50	(169.50)	44%	
37-351-360 Cell Tower Rent	29,400	0.00	0.00	0.00	7,350.00	(22,050.00)	25%	
37-351-361 Parking/Ordinance Collections PD	250	0.00	35.00	100.00	230.00	(20.00)	92%	
37-365-001 Interest Income	12,000	0.00	0.00	0.00	2,681.10	(9,318.90)	22%	
37-365-351 Revitalization Comm	9,500	0.00	1,000.00	1,780.00	3,100.00	(6,400.00)	33%	
37-365-358 Branded Merchandise for Sales	500	0.00	0.00	0.00	64.00	(436.00)	13%	

Budget vs Actual

Town of Warrenton
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Period Ending 11/30/2019

37 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-365-359 Mower Service	500	0.00	0.00	0.00	0.00	(500.00)	
37-365-366 Surplus Property	4,000	0.00	0.00	0.00	1,200.00	(2,800.00)	30%
37-365-370 WWTP 25% of GF Exp	41,694	0.00	0.00	3,155.40	13,536.02	(28,157.98)	32%
37-365-371 WS 25% of GF Exp	80,855	0.00	0.00	5,401.29	22,456.35	(58,398.65)	28%
37-365-372 WS Reimburse Streets for mowing	16,000	0.00	0.00	0.00	0.00	(16,000.00)	
37-365-401 Mis/Revenue/License Tags	350	0.00	0.00	0.00	0.00	(350.00)	
37-365-501 Misc Revenue POLICE	500	0.00	0.00	0.00	0.00	(500.00)	
Revenues Totals	1,180,030	0.00	47,444.90	164,834.34	357,840.95	(822,189.05)	30%
Expenses							
37-401-010 Salary - Full Time	122,500	0.00	11,719.60	21,516.00	50,905.20	71,594.80	42%
37-401-012 Salary - Adm Assistant	35,910	0.00	1,968.75	3,086.25	12,128.75	23,781.25	34%
37-401-020 ER-FICA Taxes	9,377	0.00	887.01	1,352.85	3,595.28	5,781.61	38%
37-401-021 ER-FICA Taxes - Adm Assistant	1,489	0.00	218.98	601.36	1,002.45	486.21	67%
37-401-030 ER-Retirement - Orbit	25,030	0.00	1,851.71	3,399.55	8,185.05	16,844.95	33%
37-401-040 ER-Health Insurance	22,428	6,052.83	1,318.94	2,692.88	7,293.37	9,081.80	60%
37-401-050 ER-Life Insurance	504	168.00	28.00	56.00	168.00	168.00	67%
37-401-060 ER-Workman's Comp	383	0.00	0.00	0.00	316.18	66.82	83%
37-401-200 Travel Expense	1,200	0.00	259.38	269.72	344.66	855.34	29%
37-401-203 Supplies	3,800	359.63	831.77	1,073.80	2,435.73	1,004.64	74%
37-401-250 Light, Heat & Security	4,990	1,138.65	669.66	1,130.06	1,969.95	1,881.40	62%
37-401-251 Telephone & Postage	3,000	999.90	244.82	609.04	1,225.37	774.73	74%
37-401-255 Bldg. Maint/ Clean SVS	5,060	13.75	128.33	218.33	541.24	4,505.01	11%
37-401-256 Bank Fees/ Petty Cash	2,000	0.00	200.00	200.00	500.00	1,500.00	25%
37-401-295 Training	1,400	0.00	0.00	0.00	0.00	1,400.00	
37-401-301 Computer Maint	2,620	315.92	232.24	558.49	973.60	1,330.48	49%
37-401-302 Software Support	4,433	93.74	191.16	386.10	1,533.85	2,805.41	37%
37-401-303 Software Purchase less than \$5,000	20	0.00	0.00	0.00	0.00	20.00	

Budget vs Actual

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Period Ending 11/30/2019

37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-401-304 Website	5,624	0.00	0.00	0.00	5,575.00	49.00	99%	
37-401-305 Technology Upgrades	1,250	0.00	0.00	0.00	0.00	1,250.00		
37-401-306 Awning 25% Fund	500	0.00	0.00	0.00	0.00	500.00		
37-401-307 Special Events	500	0.00	0.00	0.00	0.00	500.00		
37-401-309 Advertising	1,300	0.00	358.01	358.01	879.79	420.21	68%	
37-401-310 Dues & Subscriptions	3,200	765.00	100.00	238.00	2,060.00	375.00	88%	
37-401-325 NC Sales/Use Tax Paid	2,500	0.00	0.00	443.78	443.78	2,056.22	18%	
37-401-400 Liability Insurance	5,521	0.00	222.00	1,538.55	1,538.55	3,982.45	28%	
37-401-401 County Tax Collection Svs	8,000	0.00	326.72	1,029.66	1,630.60	6,369.40	20%	
37-401-405 Audit Expense	7,584	0.00	0.00	201.04	201.04	7,382.96	3%	
37-401-410 Election Cost	4,942	0.00	0.00	0.00	0.00	4,942.00		
37-401-420 Attorney Fees	3,500	2,200.00	0.00	0.00	200.00	1,100.00	69%	
37-401-422 Town Hall Rent	650	0.00	162.50	162.50	1,137.50	(487.50)	175%	
37-401-497 Sales & Uses Tax Expense	22,000	0.00	0.00	0.00	11,989.58	10,010.42	54%	
37-401-499 Miscellaneous Expense	3,130	0.00	2,444.00	2,561.00	3,078.99	51.01	98%	
37-401-700 WDR1 Grant Expense	396	0.00	0.00	0.00	0.00	396.00		
37-401-801 Town Hall Roof Loan	5,668	0.00	0.00	0.00	1,416.78	4,251.22	25%	
37-401-889 Reserve for USDA Loans	3,144	0.00	0.00	0.00	0.00	3,144.00		
37-401-998 Contingency	870	0.00	0.00	0.00	0.00	870.25		
General Government Totals	326,423	12,107.42	24,363.58	43,682.97	123,270.29	191,045.09	41%	
37-402-014 Mayor Part Time Salary	1,500	0.00	125.00	250.00	625.00	875.00	42%	
37-402-020 ER - FICA TAXES	1,253	0.00	19.12	57.36	86.04	1,167.41	7%	
37-402-200 Travel Expense	500	0.00	0.00	0.00	0.00	500.00		
37-402-402 Commission offsite meetings	50	0.00	0.00	25.00	25.00	25.00	50%	
Governing Body Totals	3,303	0.00	144.12	332.36	736.04	2,567.41	22%	
37-405-407 Branded Clothing Sales	500	0.00	0.00	0.00	0.00	500.00		
37-405-430 Historic District Comm	222	0.00	0.00	0.00	0.00	221.75		
37-405-440 Runn Warrenton 5K	2,500	0.00	0.00	0.00	0.00	2,500.00		
37-405-450 Revitalization Comm	9,500	0.00	489.50	2,099.50	2,099.50	7,400.50	22%	

Budget vs Actual

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Period Ending 11/30/2019

37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-405-470 Small Town Maint St	2,200	0.00	0.00	0.00	375.00	1,825.00	17%	
Non-Departmental Totals	14,922	0.00	489.50	2,099.50	2,474.50	12,447.25	17%	
37-501-010 SALARY FULL TIME	193,237	1,840.20	17,049.44	29,965.69	69,456.32	121,940.48	37%	
37-501-014 Salary - Part Time	16,000	0.00	4,718.46	6,804.00	14,163.96	1,836.04	89%	
37-501-016 Police Clerical Salary	33,446	0.00	3,859.20	6,432.00	14,150.40	19,295.60	42%	
37-501-019 Salary - Over-Time	5,000	0.00	308.44	1,187.82	2,802.20	2,197.80	56%	
37-501-020 ER-FICA Taxes	19,078	0.00	1,970.28	3,367.80	7,638.19	11,439.81	40%	
37-501-030 ER - Retirement Orbit	33,310	0.00	3,482.50	6,161.37	14,152.87	19,156.63	42%	
37-501-031 ER - 401K 5%	10,297	6,154.73	895.59	1,794.62	3,787.18	355.09	97%	
37-501-040 ER - Health Insurance	32,115	14,850.63	1,610.55	3,221.10	11,392.41	5,871.96	82%	
37-501-050 ER - Life Insurance	1,010	420.00	70.00	140.00	420.00	170.00	83%	
37-501-060 ER - Workman's Comp	6,420	0.00	0.00	0.00	5,383.49	1,036.51	84%	
37-501-200 Travel Expense	1,000	51.74	0.00	24.18	24.18	924.08	8%	
37-501-203 Supplies	3,500	690.66	593.78	1,105.63	2,804.19	5.15	100%	
37-501-204 Uniforms	2,000	216.43	357.00	373.00	695.97	1,087.60	46%	
37-501-205 Equipment & Material	6,845	4,327.82	271.24	324.24	1,443.85	1,073.33	84%	
37-501-250 Light, Heat & Security	6,658	1,387.80	1,573.44	2,024.69	2,739.84	2,530.36	62%	
37-501-251 Telephone & Postage	6,837	3,425.77	445.25	933.17	2,278.04	1,133.19	83%	
37-501-252 Fuel	16,000	9,618.88	1,474.47	3,080.04	6,381.12	0.00	100%	
37-501-255 Bldg Maint/Clean Svs	1,000	0.00	50.00	50.00	50.00	950.00	5%	
37-501-295 Training	2,000	588.37	475.95	521.16	1,006.36	405.27	80%	
37-501-301 Computer Maint	4,900	508.62	320.00	1,084.87	1,724.87	2,666.51	46%	
37-501-302 Software Support	6,150	94.75	191.16	3,844.16	5,516.91	538.34	91%	
37-501-351 Maint & Repair Equip	3,000	180.00	(417.20)	712.77	1,209.25	1,610.75	46%	
37-501-370 2008 Ford Car 100	1,000	7.85	125.58	767.33	767.33	224.82	78%	
37-501-371 2017 Dodge Car 200	1,500	0.00	500.00	500.00	981.74	518.26	65%	
37-501-372 2016 Dodge Car 300	1,000	161.51	0.00	51.54	249.71	588.78	41%	
37-501-373 2017 Dodge Car 400	1,000	0.00	0.00	46.71	46.71	953.29	5%	
37-501-374 2010 Ford Car 500	1,525	16.43	0.00	135.91	1,439.34	69.23	95%	

Budget vs Actual

Town of Warrenton
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Period Ending 11/30/2019

37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-501-375 2008 Ford Car 600	1,000	0.00	0.00	187.23	252.23	747.77	25%	
37-501-376 1993 Chevy Car 700	975	409.23	0.00	0.00	409.23	156.54	84%	
37-501-400 Liability Insurance	12,000	0.00	222.00	2,916.68	2,916.68	9,083.32	24%	
37-501-415 Police Shots Medical	500	88.00	0.00	0.00	168.00	244.00	51%	
37-501-422 Town Hall Rent	813	0.00	162.50	162.50	1,137.50	(325.00)	140%	
37-501-433 COP Program	500	115.15	0.00	0.00	115.15	269.70	46%	
37-501-436 PD Narcotics Tax/Proceeds	142	0.00	0.00	0.00	0.00	142.00		
37-501-499 Miscellaneous	4,610	2,175.45	922.73	1,250.62	2,170.12	264.43	94%	
37-501-801 Town Hall Roof Laon Principal	5,667	0.00	0.00	0.00	1,416.78	4,250.22	25%	
37-501-802 Police Loan pymt prinicipal	5,131	0.00	0.00	0.00	3,945.44	1,185.56	77%	
37-501-830 Police Loan pymt Interest	982	0.00	0.00	0.00	834.56	147.44	85%	
Police Department Totals	448,147	47,330.02	41,232.36	79,170.83	186,072.12	214,744.86	52%	
37-601-014 Salary - Part Time Code Enforcement	3,000	0.00	413.10	688.50	2,076.80	923.20	69%	
37-601-020 ER-FICA Taxes	200	0.00	31.60	52.67	115.86	84.14	58%	
37-601-252 Fuel	100	0.00	0.00	0.00	0.00	100.00		
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	17,499.99	52,500.01	25%	
37-601-475 Donation to Town Fire	1,000	0.00	0.00	0.00	90.00	910.00	9%	
37-601-476 Code Enforcement Exp	150	0.00	0.00	0.00	0.00	150.00		
Fire Totals	74,650	0.00	444.70	741.17	19,782.65	54,867.35	27%	
37-651-330 Christmas Lights/Santa House	551	0.00	0.00	0.00	0.00	551.00		
37-651-331 Haley Haywood Park	1,159	0.00	0.00	0.00	77.97	1,081.03	7%	
37-651-332 Signs below \$5,000	3,040	0.00	787.24	2,826.24	2,985.99	54.01	98%	
37-651-333 Street Beautification - Below \$5,000	2,500	51.60	74.89	876.41	971.30	1,477.10	41%	
37-651-335 Street Lighting Electric Bill	23,000	10,862.79	1,737.21	5,230.34	8,709.84	3,427.37	85%	
Signs and Lights Totals	30,250	10,914.39	2,599.34	8,932.99	12,745.10	6,590.51	78%	
37-701-010 Salary - Full Time	51,389	0.00	5,756.08	9,516.48	20,868.84	30,520.16	41%	

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-701-014 Salary - Part Time	15,679	0.00	1,606.26	2,633.72	5,626.89	10,052.11	36%
37-701-019 Over-Time	1,714	0.00	5.66	5.66	5.66	1,708.34	0%
37-701-020 ER-FICA Taxes	5,262	0.00	561.87	926.96	2,020.84	3,241.16	38%
37-701-030 ER - Retirement - Orbit	10,868	0.00	1,164.13	1,920.60	4,128.67	6,739.33	38%
37-701-040 ER-Health Insurance	11,663	4,757.40	1,011.30	2,067.90	5,631.00	1,274.60	89%
37-701-050 ER-Life Insurance	269	131.88	21.98	43.96	131.88	5.24	98%
37-701-060 ER-Workman's Comp	4,131	0.00	0.00	0.00	4,130.50	0.50	100%
37-701-203 Supplies	5,120	171.46	30.27	1,057.70	2,012.50	2,936.04	43%
37-701-204 Uniforms	3,450	1,991.53	243.44	712.79	1,458.47	0.00	100%
37-701-251 Telephone & Postage	185	122.91	0.00	15.51	61.98	0.11	100%
37-701-252 Fuel	8,652	4,659.96	881.38	1,460.47	3,089.01	903.03	90%
37-701-312 Tree Removal	1,530	0.00	0.00	0.00	1,200.00	330.00	78%
37-701-351 Maint & Repair Equip	7,591	0.00	85.50	1,099.86	3,553.13	4,037.87	47%
37-701-352 Vehicle Maintenance	2,500	868.88	131.12	131.12	540.04	1,091.08	56%
37-701-400 Liability Insurance	7,112	0.00	0.00	1,777.95	1,777.95	5,334.05	25%
37-701-431 Street Debris Disposal	1,000	1,000.00	0.00	0.00	0.00	0.00	100%
37-701-803 Street Loan Principal	13,000	0.00	0.00	12,999.98	12,999.98	0.02	100%
37-701-832 Street Loan Interest	594	0.00	0.00	593.24	593.24	0.76	100%
Streets Totals	151,709	13,704.02	11,498.99	36,963.90	69,830.58	68,174.40	55%
37-710-361 Maint & Repair POWELL BILL	20,004	2,075.00	3,552.00	3,552.00	3,552.00	14,377.00	28%
37-710-405 Audit Expense POWELL BILL	100	0.00	0.00	0.00	0.00	100.00	
37-710-804 Battle Ave Payment POWELL BILL	5,861	0.00	0.00	0.00	0.00	5,861.00	
Powell Bill Totals	25,965	2,075.00	3,552.00	3,552.00	3,552.00	20,338.00	22%
37-801-010 Salary - Full Time Sanitation	46,758	0.00	5,035.20	8,392.00	18,462.40	28,295.60	39%
37-801-019 Salary - Over Time Sanitation	500	0.00	607.75	607.75	607.75	(107.75)	122%
37-801-020 ER - FICA Sanitation	3,676	0.00	416.88	663.80	1,404.56	2,271.44	38%
37-801-030 ER - Retirement - Orbit Sanitation	7,593	0.00	891.59	1,421.97	2,972.81	4,620.19	39%
37-801-040 ER - Health Insurance	10,028	5,139.09	523.74	1,092.48	3,807.99	1,080.92	89%

Budget vs Actual

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37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-801-050 ER - Life Insurance	227	113.40	18.90	37.80	113.40	0.20	100%	
37-801-060 Workman's Compensation	2,915	0.00	0.00	0.00	2,914.84	0.16	100%	
37-801-203 Supplies	1,135	400.60	15.24	53.55	209.45	524.95	54%	
37-801-204 Uniforms	2,690	1,924.98	129.48	323.70	765.02	0.00	100%	
37-801-251 Telephone & Postage	185	122.91	0.00	15.51	61.98	0.11	100%	
37-801-252 Fuel	4,000	1,771.68	178.11	336.43	977.23	1,251.09	69%	
37-801-350 Landfill Fees	17,596	11,519.77	1,423.75	2,915.84	6,076.23	0.00	100%	
37-801-352 Vehicle Maintenance	4,116	435.42	2,233.74	2,930.22	2,943.14	737.44	82%	
37-801-400 Liability Insurance	3,242	0.00	0.00	810.41	810.41	2,431.59	25%	
Sanitation Totals	104,661	21,427.85	11,474.38	19,601.46	42,127.21	41,105.94	61%	
Expenses Totals	1,180,030	107,558.70	95,798.97	195,077.18	460,590.49	611,880.81	48%	
37 GENERAL FUND	Revenues Over/(Under) Expenses:		(49,038.47)	(30,227.58)	(98,451.73)			

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38 WATER / SEWER								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
38-351-401 Water Sales	575,306	0.00	38,982.80	86,532.96	224,186.24	(351,119.76)	39%	
38-351-402 Debt Setoff WATER	35	0.00	0.00	0.00	0.00	(35.00)		
38-351-404 Sewer Services	641,634	0.00	42,503.83	86,510.74	215,797.15	(425,836.85)	34%	
38-351-407 Debt Setoff SEWER	53	0.00	0.00	0.00	0.00	(53.00)		
38-351-408 Town Taps	2,350	0.00	0.00	0.00	4,860.51	2,510.51	207%	
38-351-416 Dis/Reconnection Fee	5,846	0.00	210.00	907.47	2,294.94	(3,551.06)	39%	
38-351-417 Fire Sprinkler	2,236	0.00	187.74	375.48	938.70	(1,297.30)	42%	
38-351-418 Late Fees/Penalty/Cut Off	17,540	0.00	1,115.16	2,527.69	5,784.17	(11,755.83)	33%	
38-351-419 Returned Check Fee	900	0.00	108.55	108.55	183.55	(716.45)	20%	
38-365-410 Interest/investment Income	104	0.00	0.00	0.00	30.68	(73.32)	30%	
38-365-421 Account Activation Fee	2,950	0.00	200.00	475.00	1,225.00	(1,725.00)	42%	
38-365-851 Misc Revenue WATER	118	0.00	0.00	0.00	0.00	(118.00)		
38-365-852 Misc Revenue SEWER	118	0.00	0.00	0.00	0.00	(118.00)		
Revenues Totals	1,249,190	0.00	83,308.08	177,437.89	455,300.94	(793,889.06)	36%	
Expenses								
38-851-010 Salary Full Time	81,268	0.00	8,472.35	14,594.75	33,240.11	48,027.89	41%	
38-851-014 Salary - Part Time	15,630	0.00	1,998.91	3,148.55	6,812.51	8,817.49	44%	
38-851-019 Salary Over-Time	6,227	0.00	276.16	728.72	2,473.15	3,753.35	40%	
38-851-020 ER-FICA Taxes	7,889	0.00	791.38	1,361.78	3,127.22	4,761.78	40%	
38-851-030 ER - Retirement Orbit	12,480	0.00	1,231.31	2,162.66	4,973.34	7,506.16	40%	
38-851-040 ER - Health Insurance WATER	13,704	5,678.01	1,123.84	2,272.35	6,257.38	1,768.61	87%	
38-851-050 ER - Life Insurance	310	154.56	25.76	51.52	154.56	0.38	100%	
38-851-060 ER - Workman's Comp	1,642	0.00	0.00	0.00	1,412.63	228.87	86%	
38-851-200 Travel Expense	225	0.00	0.00	0.00	0.00	225.00		
38-851-203 Supplies	1,900	393.23	230.33	365.70	588.40	918.37	52%	
38-851-204 Uniforms	2,360	1,520.39	155.91	416.36	839.61	0.00	100%	
38-851-205 Materials & Supplies	27,500	618.91	1,103.67	13,689.99	23,577.79	3,303.30	88%	

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-851-250 Light & Heat & Security	2,731	3,154.64	358.86	802.85	1,261.47	(1,685.61)	162%
38-851-251 Telephone & Postage	4,765	1,006.14	500.46	1,240.07	2,719.00	1,039.86	78%
38-851-252 Fuel	5,000	2,733.10	342.29	709.53	2,181.29	85.61	98%
38-851-260 Electric Tank/Pumps	8,000	301.69	403.38	763.31	1,164.97	6,533.34	18%
38-851-296 Continuing Education	625	0.00	0.00	0.00	0.00	625.00	
38-851-301 Computer Maintenance	1,969	501.24	150.30	465.55	828.33	638.93	68%
38-851-302 Software Support	1,684	46.88	95.58	103.57	1,314.94	322.18	81%
38-851-305 Technology Upgrades	1,000	0.00	191.90	191.90	191.90	808.10	19%
38-851-309 Advertising	250	0.00	0.00	0.00	0.00	250.00	
38-851-310 Dues & Subscriptions	375	112.50	12.50	128.75	171.00	91.50	76%
38-851-313 State Permits	1,250	90.00	0.00	870.00	870.00	290.00	77%
38-851-345 Water Tank Contract	16,219	7,909.26	0.00	4,154.87	8,309.74	0.00	100%
38-851-351 Maint. & Repair Equip	7,500	207.00	0.00	49.44	538.06	6,754.94	10%
38-851-352 Vehicle Maintenance	1,500	656.05	0.00	73.24	538.98	304.97	80%
38-851-400 Town Liability Insurance	5,911	0.00	111.00	2,449.57	2,449.57	3,461.43	41%
38-851-405 Audit Expense	3,792	0.00	0.00	100.52	100.52	3,691.48	3%
38-851-422 WS Town Hall Rent	732	0.00	81.25	81.25	1,056.25	(324.25)	144%
38-851-441 Certify Lab Services	1,500	785.00	140.00	285.00	495.00	220.00	85%
38-851-448 External Contract	16,233	566.25	4,634.16	11,158.76	11,740.84	3,925.41	76%
38-851-451 Water Purchase	220,288	127,977.73	16,731.09	35,229.29	88,022.27	4,288.00	98%
38-851-801 Town Hall Roof Loan	2,834	0.00	0.00	0.00	1,416.78	1,417.22	50%
38-851-806 Debt/Loans/Leases - Interest	585	0.00	0.00	509.21	509.21	75.79	87%
38-851-807 Debt/Loans/Leases - Principal	2,332	0.00	0.00	2,407.79	2,407.79	(75.79)	103%
38-851-889 RESERVE FOR USDA LOANS	4,210	0.00	0.00	0.00	0.00	4,209.50	
38-851-895 Grass Cutting Expense	8,000	0.00	0.00	0.00	0.00	8,000.00	
38-851-896 WS 25% of GF Expense	40,428	0.00	0.00	2,700.64	11,228.17	29,199.33	28%
38-851-998 Contingency	44,743	0.00	0.00	0.00	0.00	44,742.50	
Water Totals	575,586	154,412.58	39,162.39	103,267.49	222,972.78	198,200.64	66%
38-852-010 Salary - Full Time	81,268	0.00	8,462.76	14,585.40	32,931.56	48,336.44	41%

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-852-014 Salary - Part Time	15,630	0.00	1,999.05	3,148.83	6,813.19	8,816.81	44%
38-852-019 Salary - Over Time Sewer	6,227	0.00	474.25	739.79	1,870.67	4,355.83	30%
38-852-020 ER - FICA Sewer	7,889	0.00	832.62	1,406.59	3,170.27	4,718.73	40%
38-852-030 ER-Retirement Orbit	12,480	0.00	1,267.86	2,178.69	4,864.72	7,614.78	39%
38-852-040 ER-Health Insurance SEWER	13,704	5,678.04	1,123.84	2,272.36	6,518.69	1,507.27	89%
38-852-050 ER-Life Insurance	310	154.56	25.76	51.52	154.56	0.38	100%
38-852-060 ER-Workman's Comp	1,642	0.00	0.00	0.00	1,412.62	228.88	86%
38-852-200 Travel Expense	225	0.00	0.00	0.00	0.00	225.00	
38-852-203 Supplies	2,423	804.71	230.31	373.28	573.98	1,044.31	57%
38-852-204 Uniforms	2,360	1,518.34	155.95	416.46	841.66	0.00	100%
38-852-205 Materials & Supplies	27,500	419.95	1,071.47	6,734.49	13,840.87	13,239.18	52%
38-852-250 Light & Heat & Security	2,731	1,193.94	358.83	802.78	1,222.14	314.42	88%
38-852-251 Telephone & Postage	4,765	985.65	500.44	1,382.88	2,804.45	974.90	80%
38-852-252 Fuel	5,000	2,733.13	342.30	709.52	2,155.95	110.92	98%
38-852-260 Electric Tank/Pumps	8,000	4,149.65	756.14	2,171.99	3,803.83	46.52	99%
38-852-296 Continuing Education	625	0.00	0.00	0.00	0.00	625.00	
38-852-301 Computer Maint.	1,587	351.25	150.29	465.55	745.46	489.79	69%
38-852-302 Software Support	1,684	46.88	95.58	103.58	1,314.95	322.17	81%
38-852-305 Technology Upgrades	1,000	0.00	191.88	191.88	191.88	808.12	19%
38-852-309 Advertising	419	0.00	0.00	418.50	418.50	0.50	100%
38-852-310 Dues & Subscriptions	375	112.50	12.50	128.75	171.00	91.50	76%
38-852-313 State Permits	1,250	200.00	0.00	0.00	0.00	1,050.00	16%
38-852-351 Maint & Repair Equip	7,500	0.00	0.00	49.44	298.06	7,201.94	4%
38-852-352 Vehicle Maintenance	1,500	656.05	0.00	73.24	460.09	383.86	74%
38-852-400 Liability Insurance	5,911	0.00	111.00	2,449.57	2,449.57	3,461.43	41%
38-852-405 Audit Expense	3,792	0.00	0.00	100.52	100.52	3,691.48	3%
38-852-422 Town Hall Rent	407	0.00	81.25	81.25	81.25	325.75	20%
38-852-434 WS Grant Expense	20	0.00	0.00	0.00	0.00	20.00	
38-852-435 Purchase of Sewer Services	296,037	0.00	0.00	0.00	0.00	296,037.00	

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38 WATER / SEWER								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
38-852-448 External Contract	38,552	506.25	13,434.17	26,983.90	31,424.11	6,621.14	83%	
38-852-473 WWTP Rehab Annual Payment	24,989	0.00	0.00	0.00	0.00	24,989.00		
38-852-801 Town Hall Roof Loan	2,834	0.00	0.00	0.00	0.00	2,834.00		
38-852-806 Debt/loans/Leases - Interest	585	0.00	0.00	509.21	509.21	75.79	87%	
38-852-807 Debt/loans/leases - Principal	2,332	0.00	0.00	2,407.79	2,407.79	(75.79)	103%	
38-852-809 John Riggans Easement Pmt	1,000	0.00	0.00	0.00	0.00	1,000.00		
38-852-810 Battle Avenue Loan	6,975	0.00	0.00	0.00	0.00	6,975.00		
38-852-811 NCDEQ Sewer Rehab Annual Loan Pymt	17,600	0.00	0.00	1,925.00	1,925.00	15,675.00	11%	
38-852-889 Reserve for USDA Loans	4,210	0.00	0.00	0.00	0.00	4,209.50		
38-852-896 WS 25% of GF Expense	40,428	0.00	0.00	2,700.65	11,228.18	29,199.32	28%	
38-852-998 Contingency	22,439	0.00	0.00	0.00	0.00	22,438.50		
Sewer Expenses Totals	676,200	19,510.90	31,678.25	75,563.41	136,704.73	519,984.37	23%	
38-901-037 Transfer to General Fund	8,000	0.00	0.00	1,125.00	4,500.00	3,500.00	56%	
38-901-064 Transfer Out to Unity Bute, Battle Sewer Grant	19,470	0.00	0.00	0.00	19,470.00	0.00	100%	
Transfers Out Totals	27,470	0.00	0.00	1,125.00	23,970.00	3,500.00	87%	
Expenses Totals	1,279,256	173,923.48	70,840.64	179,955.90	383,647.51	721,685.01	44%	
38 WATER / SEWER	Revenues Over/(Under) Expenses:		12,467.44	7,234.18	15,898.26			

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39 WWTP								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
39-351-470 Town Sewer Revenues	296,037	0.00	0.00	0.00	65,484.86	(230,552.14)	22%	
39-351-471 Sewer Revenues - County	209,003	0.00	0.00	0.00	46,232.44	(162,770.56)	22%	
39-351-472 Sewer Rev Norlina	165,486	0.00	0.00	0.00	36,606.25	(128,879.75)	22%	
39-365-861 Misc Revenue WWTP	19,828	0.00	2,145.00	2,145.00	4,130.00	(15,698.00)	21%	
Revenues Totals	690,354	0.00	2,145.00	2,145.00	152,453.55	(537,900.45)	22%	
Expenses								
39-861-010 Salary - Full Time	155,004	0.00	16,847.76	29,153.95	65,862.12	89,141.88	42%	
39-861-014 Salary - Part Time	15,361	0.00	1,873.94	3,144.92	6,796.81	8,564.19	44%	
39-861-019 Over-Time	13,520	0.00	436.74	1,834.01	3,903.29	9,616.71	29%	
39-861-020 ER-FICA Taxes	14,067	0.00	1,201.71	2,150.96	4,807.90	9,259.10	34%	
39-861-030 ER - Retirement Orbit	26,805	0.00	2,577.04	4,624.28	10,455.43	16,349.57	39%	
39-861-040 ER- Health Insurance	24,791	11,101.20	1,895.17	3,845.69	11,281.08	2,408.72	90%	
39-861-050 ER-Life Insurance	568	279.60	47.60	95.20	285.60	2.80	100%	
39-861-060 ER-Workman's Comp	4,004	0.00	0.00	0.00	2,770.77	1,233.23	69%	
39-861-200 Travel Expense	500	0.00	0.00	0.00	0.00	500.00		
39-861-203 Supplies	750	0.00	0.00	72.46	151.95	598.05	20%	
39-861-204 Uniforms	4,706	3,505.74	239.35	605.74	1,200.26	0.00	100%	
39-861-205 OP Material & supplies	44,000	7,904.06	3,118.62	6,613.13	15,738.93	20,357.01	54%	
39-861-250 Light, Heat & Security	95,341	41,239.30	7,554.79	21,642.56	36,369.05	17,732.65	81%	
39-861-251 Telephone & Postage	7,041	4,110.86	478.21	1,241.52	2,945.44	(15.30)	100%	
39-861-252 Fuel	9,000	4,646.07	563.63	1,158.74	3,545.03	808.90	91%	
39-861-296 Continuing Education	2,430	0.00	0.00	0.00	2,430.00	0.00	100%	
39-861-301 Computer Maint.	3,172	702.48	300.59	713.68	1,227.45	1,242.07	61%	
39-861-302 Software Support	3,209	243.75	191.16	334.60	2,257.34	707.91	78%	
39-861-305 Technology Upgrades	2,000	0.00	307.28	307.28	307.28	1,692.72	15%	
39-861-309 Advertising	643	0.00	0.00	355.73	355.73	287.27	55%	
39-861-318 Freight Charges	1,650	528.80	116.00	489.42	806.73	314.47	81%	

Budget vs Actual

Town of Warrenton
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Period Ending 11/30/2019

39 WWTP								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
39-861-342 Maint & Repair Plant	51,570	2,695.00	256.25	12,464.43	31,865.29	17,009.71	67%	
39-861-344 Sludge Removal	55,000	40,972.50	0.00	7,197.50	14,027.50	0.00	100%	
39-861-345 Beaver Control	2,000	0.00	0.00	0.00	0.00	2,000.00		
39-861-346 Lab Material & Supplies	11,500	564.63	119.41	1,173.35	1,809.44	9,125.93	21%	
39-861-347 Lab Analysis	16,600	1,359.00	1,103.50	2,492.50	4,641.00	10,600.00	36%	
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	621.00	0.00	0.00	0.00	379.00	62%	
39-861-352 Vehicle Maintenance	3,000	1,312.10	0.00	146.48	999.07	688.83	77%	
39-861-400 Liability Insurance	18,649	0.00	0.00	2,940.27	2,940.27	15,708.73	16%	
39-861-405 Audit Expense	7,584	0.00	0.00	201.03	201.03	7,382.97	3%	
39-861-444 Permits & Fees	5,967	0.00	510.00	717.50	5,967.00	0.00	100%	
39-861-445 Certify Lab Expense	1,000	0.00	0.00	0.00	328.12	671.88	33%	
39-861-446 Influent Debris removal	4,352	2,612.80	317.78	635.56	1,587.20	152.00	97%	
39-861-447 WWTP Grant Expense	24,000	0.00	0.00	0.00	0.00	24,000.00		
39-861-500 Capital Outlay \$5000 and Over	8,430	0.00	0.00	0.00	8,430.00	0.00	100%	
39-861-897 WWTP 25% of GF Exp	41,694	0.00	0.00	3,155.40	13,536.02	28,157.98	32%	
39-861-998 Contingency	6,446	0.00	0.00	0.00	0.00	6,446.00		
WWTP - Expenses Totals	690,354	124,398.89	40,056.53	109,507.89	259,830.13	306,124.98	56%	
Expenses Totals	690,354	124,398.89	40,056.53	109,507.89	259,830.13	306,124.98	56%	
39 WWTP Revenues Over/(Under) Expenses:			(37,911.53)	(107,362.89)	(107,376.33)			

A/P Check Listing

Vendor Range - A & L EASTERN LABORATORIES, I' - 'YOUR TRADEMARK ATTORNEY

Date From - 11/1/2019 Date To - 11/30/2019

Town of Warrenton
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Check Number	Bank	Vendor	Date	Amount
61878	30	AMAZON CAPTIAL SERVICES, INC.	11/05/2019	\$234.91
61879	30	DOCUMENT SYSTEMS, INC	11/05/2019	\$854.00
61880	30	DUKE ENERGY PROGRESS	11/05/2019	\$334.89
61881	30	HARRIS ENTERPRISES	11/05/2019	\$2,315.58
61882	30	MIRANDA E. MEDLIN	11/05/2019	\$135.00
61883	30	PRUDENTIAL RETIREMENT	11/05/2019	\$1,075.51
61884	30	VAUGHAN & SON AUTOBODY	11/05/2019	\$500.00
61885	30	WRIGHT EXPRESS FSC	11/05/2019	\$1,474.47
61886	30	DOCUMENT SYSTEMS, INC	11/06/2019	\$576.44
61887	30	GOBLE LANE	11/06/2019	\$85.51
61888	30	NORTH CAROLINA 811, INC	11/06/2019	\$25.00
61889	30	PROFESSIONAL MAIL SERVICES, INC	11/06/2019	\$486.89
61890	30	Spectrum Business	11/06/2019	\$259.00
61891	30	TAR HEEL TIRE SALES/SERVICE	11/06/2019	\$23.46
61892	30	THE CHARLOTTE POST PUBLISHING CO.	11/06/2019	\$168.00
61893	30	MERITECH INC	11/07/2019	\$1,243.50
61894	30	ROBIN SMALL ENGINE SERVICE	11/07/2019	\$413.94
61895	30	SONITROL INTEGRATED SECURITY	VOIDED 11/07/2019	\$1,405.26
61896	30	Core & Main	11/07/2019	\$8,681.44
61897	30	FIRST CITIZENS BANK	11/07/2019	\$1,890.00
61898	30	WPCSOCC	11/08/2019	\$85.00
61899	30	WPCSOCC	11/08/2019	\$85.00
61900	30	WPCSOCC	11/08/2019	\$85.00
61901	30	WPCSOCC	11/08/2019	\$85.00
61902	30	WPCSOCC	11/08/2019	\$85.00
61903	30	WPCSOCC	11/08/2019	\$85.00
61904	30	ALWAYS CARE BENEFITS, INC.	11/12/2019	\$13.20
61905	30	THE DAILY DISPATCH	11/12/2019	\$129.50
61906	30	AMAZON CAPTIAL SERVICES, INC.	11/13/2019	\$1,367.95
61907	30	Community Eye Care	11/13/2019	\$100.96

A/P Check Listing

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Check Number	Bank	Vendor	Date	Amount
61908	30	DOCUMENT SYSTEMS, INC	11/13/2019	\$32.49
61909	30	DRAWINGBOARD PRINTING	11/13/2019	\$111.45
61910	30	LAKE GASTON SIGNS & GRAPHIC CO.	11/13/2019	\$714.00
61911	30	MEREDITH VALENTINE-Petty Cash	VOIDED 11/13/2019	\$200.00
61912	30	MIRANDA E. MEDLIN	11/13/2019	\$100.00
61913	30	Parker Poe Adams & Bernstein, LLP	11/13/2019	\$8,000.00
61914	30	SONITROL INTEGRATED SECURITY	11/13/2019	\$3,845.07
61915	30	W.M. GARDNER FAMILY PARTNERSHIP	11/13/2019	\$487.50
61916	30	BELNICK INC	11/14/2019	\$1,234.38
61917	30	COUNTRYBOY'S EXCAVATING	11/14/2019	\$3,350.00
61918	30	HARRIS ENTERPRISES	11/14/2019	\$13,936.21
61919	30	KPH PAVING & LANDSCAPING, INC.	11/14/2019	\$3,957.00
61920	30	PETE SMITH TIRE & QUICK LUBE, INC	11/14/2019	\$133.43
61921	30	Cash	11/14/2019	\$200.00
61922	30	DAVID S. AND CATHERINE R. GARDNER	11/15/2019	\$100.00
61923	30	DUKE ENERGY PROGRESS	11/19/2019	\$8,650.19
61924	30	BANZET, THOMPSON, STYERS & MAY, PLLC	11/20/2019	\$965.14
61925	30	C. T. Wilson Construction Co.	VOIDED 11/20/2019	\$1,001,882.34
61926	30	Herring-Rivenbark, Inc.	11/20/2019	\$395,219.53
61927	30	C. T. Wilson Construction Co.	11/20/2019	\$129,530.34
61928	30	Brimar Industries	11/21/2019	\$840.38
61929	30	CAROLINA DIGITAL PHONE INC	11/21/2019	\$565.70
61930	30	Carolina Images by Angela, LLC	11/21/2019	\$381.10
61931	30	CENTURY LINK COMMUNICATIONS	11/21/2019	\$167.24
61932	30	DUKE ENERGY PROGRESS	11/21/2019	\$1,861.30
61933	30	HACH COMPANY	11/21/2019	\$127.48
61934	30	KING'S FITNESS & NUTRITION CENTER	11/21/2019	\$385.00
61935	30	MIRANDA E. MEDLIN	11/21/2019	\$150.00
61936	30	WARREN COUNTY PUBLIC UTILITIES	11/21/2019	\$16,731.09
61937	30	WOMACK PUBLISHING CO. INC.	11/21/2019	\$854.01

A/P Check Listing

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Date From - 11/1/2019 Date To - 11/30/2019

Town of Warrenton
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Check Number	Bank	Vendor	Date	Amount
61938	30	- ALWAYS CARE BENEFITS, INC.	11/25/2019	\$749.52
61939	30	- BLUE RIDGE SPRINGS, INC	11/25/2019	\$83.10
61940	30	- CITIZENS INSURANCE & BONDING,	11/25/2019	\$666.00
61941	30	- Coastal AgroBusiness	11/25/2019	\$127.90
61942	30	- COLUMBIAN MUTUAL LIFE INS CO	11/25/2019	\$37.88
61943	30	- DOCUMENT SYSTEMS, INC	11/25/2019	\$206.61
61944	30	- HUMANA SPECIALTY BENEFITS	11/25/2019	\$29.38
61945	30	- MUNICIPAL INSURANCE TRUST	11/25/2019	\$630.04
61946	30	- NC MAYORS ASSOCIATION	11/25/2019	\$100.00
61947	30	- NORTHERN SAFETY CO.,INC.	11/25/2019	\$273.11
61948	30	- OPTIMAL LIVING, LLC	11/25/2019	\$500.00
61949	30	- PETE SMITH TIRE & QUICK LUBE, INC	11/25/2019	\$995.41
61950	30	- ROBERT DAVIE	11/25/2019	\$259.38
61951	30	- SONITROL INTEGRATED SECURITY	11/25/2019	\$113.00
61952	30	- UNITED PARCEL SERVICE	11/25/2019	\$116.00
61953	30	- VERIZON WIRELESS	11/25/2019	\$835.35
61954	30	- WALKER AUTO STORES	11/25/2019	\$30.62
61955	30	- WARREN AUTO PARTS, INC.	11/25/2019	\$260.40
61956	30	- WARREN COUNTY PUBLIC WORKS	11/25/2019	\$1,423.75
61957	30	- WARRENTON SUPPLY CO., INC.	11/25/2019	\$25.04
61958	30	- WASTE INDUSTRIES	11/25/2019	\$317.78
61959	30	- WATER GUARD, INC.	11/25/2019	\$2,040.55
61960	30	- FIRST CITIZENS BANK	11/26/2019	\$3,597.97
61961	30	- AMAZON CAPTIAL SERVICES, INC.	11/27/2019	\$1,158.79
61962	30	- COUNTRYBOY'S EXCAVATING	11/27/2019	\$700.00
61963	30	- DOCUMENT SYSTEMS, INC	11/27/2019	\$636.96
61964	30	- DUKE ENERGY PROGRESS	11/27/2019	\$149.83
61965	30	- FRONTIER NATURAL GAS	11/27/2019	\$28.89
61966	30	- UNIFIRST CORPORATION	11/27/2019	\$1,308.51
61967	30	- United Healthcare	11/27/2019	\$11,109.87

A/P Check Listing

Vendor Range - A & L EASTERN LABORATORIES, I' - 'YOUR TRADEMARK ATTORNEY
Date From - 11/1/2019 Date To - 11/30/2019

Town of Warrenton
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Check Number	Bank	Vendor	Date	Amount
61968	30	WRIGHT EXPRESS FSC	11/27/2019	\$1,429.86
91	Checks Totaling -			\$1,648,958.28

Totals By Fund

	Checks	Voids	Total
36	\$2,437.13	\$7,311.39	(\$4,874.26)
37	\$33,902.61	\$101,707.83	(\$67,805.22)
38	\$45,520.52	\$136,561.56	(\$91,041.04)
39	\$20,311.48	\$60,934.44	(\$40,622.96)
51	\$409,210.95	\$1,227,632.85	(\$818,421.90)
53	\$304.00	\$912.00	(\$608.00)
61	\$1,137,271.59	\$3,411,814.77	(\$2,274,543.18)
Totals:	\$1,648,958.28	\$4,946,874.84	(\$3,297,916.56)

Activity Detail Summary (by Category)

Warrenton Police Department

(11/01/2019 - 11/30/2019)

Incident Investigations

13B - Simple Assault	1
23C - Shoplifting	1
23H - All Other Larceny	1
90C - Disorderly Conduct	1

Total Offenses 4

Total Incidents 4

Arrests

23C - Shoplifting	1
-------------------	---

Total Charges 1

Total Arrests 1

Accidents

Total Accidents 6

Citations

Driving While License Revoked	2
No Insurance	2
No Operator License	1
Running Red Light	1
Unsafe Movement	1
Secondary Charge	2

Total Charges 9

Total Citations 7

Warning Tickets

Total Charges 0

Total Warning Tickets 0

Activity Detail Summary (by Category)

Warrenton Police Department

(11/01/2019 - 11/30/2019)

Ordinance Tickets

Total Ordinance Tickets 0

Criminal Papers

Total Criminal Papers Served 0

Total Criminal Papers 0

Civil Papers

Total Civil Papers Served 0

Total Civil Papers 0

Activity Log Event Summary (Cumulative Totals)

Warrenton Police Department

(11/01/2019 - 11/30/2019)

<No Event Type Specified>	2	911 Hang-up	4
Accident	7	Alarm Activation	20
Animal Complaint	1	Assault-Physical	1
Assist Highway Patrol	1	Assist Motorist	1
Assist NPD	8	Assist Other Department	3
Assist WC EMS	5	Assist WCSO	7
C.O.P.S. - Main St	29	C.O.P.S.- Neighborhood Patrol	4
Check Station/ Checkpoint	1	Child Custody Exchange	1
Civil Dispute	3	Disabled Vehicle	2
Disturbance	7	Domestic	1
Escort	1	Fight	1
Foot Patrol	9	Investigation and/or Interview	1
Juvenile Issues	1	Larceny	3
Medical / Person Hurt or Sick	2	Open Door (Residence)	1
Ordinance Violation	1	Other	3
Parking Violation	16	Patrol	1
Property Check – Business	25	Property Check – Residential	7
Suspicious Person / Vehicle	8	Talk with Officer	7
Traffic Light / Street Safety Issue	1	Traffic Stop	22
Trespassing	1	Vandalism	1
Vehicle Lockout	2	Welfare Check	9

Total Number Of Events: 231

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator
Date: December 4, 2019
Re: November 2019 Monthly Activity Report for Public Works

Water and Sewer

- **Water and Sewer System Needs – Unfunded:** (1) West Ridgeway St. sewer main (general location is in area between Ridgeway Street and Fairlane Drive) – Determine exact location of sewer main and right of way. (2) Install magnetic flow meter in 14 inch sewer force main where Town of Norlina's and Warren County's Sewer enters Town of Warrenton's sewer system (meter would give us precise measurement of volume of sewer in route to the wastewater treatment plant from our partners thus helping to ensure accurate portioning of monthly wastewater treatment expense between the three partners). (3) Purchase water and sewer line locating equipment. (4) Purchase water main valve exercising equipment.
- **Water and Sewer System Needs – Funded:** (1) Comprehensive water system map (Required by NC DENR) – Creation will be funded by NC DEQ grant. (2) Sewer main located between Bragg St. and Macon St. (serves all businesses located on the east side of South Main Street between Odom's Motor Service and Macon Street and Quilt Lizzy) – Line is failing and will need to be repaired or relocated. Repair will be very difficult due to location of line – Replacement of line will be funded by USDA Rural Development grant. (3) Replace sewer main on Bute Street and Unity Drive – Replacement of lines funded by NC DEQ grant. (4) Replace sewer main on South Main Street from Battle Avenue intersection to sewer trunk line at Horse Creek - Replacement of line funded by NC DEQ grant. (5) Purchase and install public works 2-way radio repeater. Funded by USDA Rural Development grant. (6) Purchase and install SCADA systems on Town's 3 sewer lift stations - Funded by USDA Rural Development grant.
- **Completed Water and Sewer System Maintenance/Repair Related Information:** (1) Cleaning Services – Town Hall (WS Department portion). Contractor: Miranda E. Medlin (Labor and Materials - \$128.33). (2) Moving Expense – Town Hall (WS Department portion). Contractor: All My Sons Moving (Labor and materials - \$630.00). (3) Repair – John Riggan Sewer Lift Station. All repairs associated with pump station deck rehabilitation. Contractor: Harris Enterprises (Labor - \$13,055.00) (4) Emergency Repairs – Four water system leaks repaired: (1) Hwy 158 West Business near Tarheel Tire. (2) 168 Highway 58. (3) 764 Highway 401 South. (4) 306 Halifax Street. Worked in conjunction with Town staff on these. Contractor: Country Boy's Excavating (Labor - \$3,150.00, Materials supplied from spare parts inventory). (5) Repair – Asphalt/Utility Cut on the Southern End of Brehon St. Contractor: KPH Paving (Labor and Materials - \$405.00).

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

Total cost for External Contract Maintenance and Repair (Account No. 38-851-448 & 38-852-448) - \$18,068.33

Streets and Sanitation

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

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator, Warren County Director of Public Works, Norlina Director of Public Works
Date: December 4, 2019
Re: November 2019 Monthly Activity Report for WWTP

- **Pending Equipment Repairs:** **(1)** Effluent filter controls – Safety issue - Replace cylinders and control mechanism for valves located in pit area of filter building. **(2)** Sand blast and refinish site metal structures. **(Estimated Cost – Refinishing remaining structures - \$58,000)** **(3)** Replace Influent pump No. 2 and 3 motor base stands. **(Estimated Cost - \$4,000 per pump)** **(4)** Replace Wash Water Pump No. 1. **(Estimated Cost - \$20,000.00)**
- **Completed Plant Maintenance/Repair Related Information:** **(1)** Repair – 60-inch Zero Turn Toro Lawnmower. Replaced deck belt. Shop: Robins Small Engine Service (Labor - \$56.25, Materials supplied from Plant spare parts inventory). **(2)** Installation – Office Area Landscape. Trenched for irrigation system service supply line. See July 2019 report for additional details. Contractor: Country Boy’s Excavating (Labor - \$200.00).

Total cost for Repairs (Account No. 39-861-342) - \$256.25

- **Plant Discharge Quality:** Our discharge quality remained good throughout the entire month. 11.26 million gallons were treated.



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

P.O. Box 281
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(252) 257-1122 Fax (252) 257-9219
www.warrenton.nc.gov

BOC Meeting November 2019 – Action Items Checklist

1. Execute annexation resolution, file copy of resolution with Register of Deeds, update Ordinance Book as addition to Table 1. (cont.)
2. Meet with Lowes agent to determine equipment that stays in grocery (cont.)
3. Work with Mitch Styers on ordinance language for HDC penalty (cont.)
 - ✓ Underway
4. Execute revision for NC Commerce Grant Resolution
 - ✓ Done
5. Execute revised engineering agreements for Bute/Unity and Battle Ave grant
 - ✓ Done
6. Work with Mitch Styers on Opal Jones purchase offer for lot on Market St.
 - ✓ Underway
7. Initiate letter of understanding between County and Town regarding RTF Partnership
8. Execute lease agreements, MOU once County approves, regarding RTF Partnership



Walter M. Gardner, Jr. – Mayor
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STATUS OF GRANTS

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

- Elevator install at Town Hall and awaiting inspection.
- Expecting funding approval for final additions to project at any day.

(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.
- Two bids received for Phase 2 of construction, a minimum of three is required.

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

- Town \$1,600,000 with 100% grant and Town to pay 1.5% processing fee.
- Bids received exceeded grant amount by nearly \$1 million. Engineering firm working with winning bidder to identify savings. With reduced scope of project, additional loan is still required.

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

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

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

- Received Intent to Fund letter from NCDEQ for 75% total expense from NC DENR to repair Battle Ave sewer from overflow area down to treatment plant. Approximately \$750,120 in total project costs.
- Also received Intent to Fund letter for 75% of total cost which equals a grant of \$345,000 and loan amount of \$115,000 and a match amount of \$7,475 for a total of \$467,475 from NC DENR to repair sewer lines on Unity Dr. and Bute St.
- Bids were opened on Thursday, June 27 at 2:00 PM at Town Hall. H. G. Reynolds of Henderson was low bidder and will be awarded combined construction contract for \$862,119.

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

- 95% grant from NC DENR, 5% \$7,500 match including 1.5% grant fee from the Town. The grant fee of \$2,250 was paid 6-26-18 with O & A Letter and Resolution.
- 75% complete

National Park Service Grant – Professional services grant

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

NC DOT Bicycle and Pedestrian Planning Grant –

- 90%/10% grant with the Town responsible for 10%
- A fourth and final Steering Committee meeting was held in September to receive feedback from citizens. Consultant waiting on feedback from DOT as well. A formal presentation to the BOC will occur in the not too distant future.

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

- Final drawings received from architect
- Received approval from NCSHPO. Expect to start construction shortly with target completion date in Spring of 2020.

NC Neighborhood Revitalization Program

- Application underway for CDGB funds to assist in repairing houses owned by citizens of low or moderate incomes.
- Awaiting notification from NC Commerce.

Volkswagen Settlement Grant

- Application submitted on September 30 seeking replacement of garbage truck, dump truck, tractor and back hoe. No Town match was included in the application.
- Application for “off-road” vehicles; backhoe and tractor has been retracted by Town due to match requirement. “On-road” vehicles: dump truck and garbage truck remain as valid applications with no match requirement from the Town.

Building Reuse Grant

- Application submitted to NC Commerce on behalf of Warrenton Animal Clinic. \$90,000 with required match of \$4500 by the Town. Awaiting notification.

EPA Brownfield Grant

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



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Robert F. Davie, Jr. – Town Administrator

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JUSTIFICATION – WWTP Phase 2 Improvements

Summary:

The Waste Water Treatment Plant (WWTP) is a county-owned asset operated by the Town of Warrenton under license by the state. Nearing its 40th year of operation in 2021, the Waste Water Treatment Plant, that processes waste for the Towns of Warrenton and Norlina as well as for Warren County, has been granted funding from the NC Department of Environmental Quality (NC DEQ). This grant funding will address the most critical needs of the plant based on the Warren County WWTP Asset Management Plan created for Fiscal Years 2011-2012 through 2020-2021:

- Mobilization \$36,000.00
- Site Work \$13,000.00
- Headworks-Bar Screen \$166,847.00
- Headworks-Grit Classifier \$104,727.00
- Lime Supply System \$808,730.00
- Aeration Basin - New Mixers \$200,448.00
- Electrical \$178,772.00
- New Back-up 300 KW Generator \$118,360.00
- All Items not included in other breakouts \$40,868.00
- Additional Select Fill \$1,200.00
- Additional Concrete \$3,600.00
- Additional Steel \$440.00
- Additional Stone \$800.00

Grand Total: \$1,673,792.00

Finances:

Since the initial grant award, costs have risen as evidenced in the construction bids received. Budgeted construction costs in the grant project approximated \$1.2 million while the low bid totaled \$2.098 million, a difference of an additional \$898,000. Eliminating several items from the scope of the project has reduced the overall construction estimate to approximately

\$1,673,792, leaving a \$472,132 not covered by the grant. The overage, to be shared on a percentage basis by Warrenton, Norlina and Warren County, can be financed through NC DEQ at zero percent interest for twenty years. The cost to the Town of Warrenton is \$931.30 per month for 240 months or 20 years. The cost to Norlina is \$520.60 per month and the cost to Warren County \$657.50 per month.

As compared to Phase 1, Phase 2 is nearly all grant whereas Phase 1 was entirely loan at a higher interest rate. Again, this loan would be zero percent interest.

These improvements are essential and critical to the continued operation of the WWTP. Nearing its 40th year of operation it is quite remarkable that the plant is incurring minimal costs in Phase 2. A replacement plant, in the tens of millions of dollars to construct or reconstruct, is not an option.

Actions to Be Taken:

1. Approve additional loan amount and to be financed and contingent on approvals by Norlina and Warren County.

Warren County WWTP Phase 2 Improvements

Project Description and Scope of Work

The project consists of furnishing all materials, tools, labor, and equipment for an improvement project at the Warren County Wastewater Treatment Plant. The overall scope will consist of construction of a new mechanical bar screen and grit classifier, replacement of the lime silo and conveyance system, construction of new mixers within the existing oxidation ditch, and installation of new additional standby generator system. The project will also consist of all associated electrical and appurtenances (including SCADA) for a fully operational respective system.

Capital Cost Break-down Value Engineering

<u>Item No.</u>	<u>Description</u>	<u>Total Price</u>
1	Mobilization	\$36,000.00
2	Site Work	\$13,000.00
3	Headworks-Bar Screen	\$166,847.00
4	Headworks-Grit Classifier	\$104,727.00
5	Lime Supply System	\$808,730.00
6	Aeration Basin - New Mixers	\$200,448.00
7	Electrical	\$178,772.00
8	New Back-up 300 KW Generator	\$118,360.00
9	All Items not included in other break-outs	\$40,868.00
10	Additional Select Fill	\$1,200.00
11	Additional Concrete	\$3,600.00
12	Additional Steel	\$440.00
13	Additional Stone	\$800.00

Grand Total: \$1,673,792.00



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

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**RESOLUTION TO ADOPT
THE WARREN COUNTY WASTEWATER TREATMENT PLANT
ADDITIONAL LOAN FOR PHASE 2 REHABILITATION**

WHEREAS, maintenance improvements to the wastewater treatment plant will help protect public health and the environment, provide for stewardship of existing capital equipment, and control the cost of wastewater treatment; and

WHEREAS, the goals and plans set forth in the Warren County Wastewater Treatment Plan Asset Management Plan for Fiscal Years 2011-2012 through 2020-2021 are consistent with this grant-funded rehabilitation project and provide an opportunity for continuing to improve our cooperative efforts to meet wastewater management needs of our citizens; and

WHEREAS, a reduced overall construction estimate of approximately \$1,673,792 leaves a balance of \$472,132 not covered by the NC DEQ grant, but which can be financed through NC DEQ at zero percent interest for twenty years; and

WHEREAS, both grant and loan portions are to be shared on a percentage basis by Warrenton, Norlina and Warren County, with the estimated cost to the Town of Warrenton of \$931.30 per month, the estimated cost to Norlina of \$520.60 per month, the cost to Warren County of \$657.50 per month for a total of 240 months or 20 years;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF WARRENTON:

THAT the above loan amount of \$472,132 and terms offered by NC DEQ be authorized;

THAT user fees associated with sewer service will be reviewed annually and modified as necessary.

Adopted this 9th day of December 2019

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

ATTEST:
Town Administrator

Town of Warrenton Collection System Asset Management Plan

Fiscal Years 2011-2012 Through 2020-2021

**Town of Warrenton
Warren County, NC**

Revision 0
March 1, 2012



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4-1 Collection System Map

Town of Warrenton Asset Management Plan Adoption Resolution

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- A Population Growth Projection
- B Risk Category Assignment
- C Town of Warrenton Water and Sewer Budget FY2011-2012

EXECUTIVE SUMMARY

This Asset Management Plan is for the Town of Warrenton collection system and describes how the utility will manage the infrastructure assets associated with the collection system. The following items summarize the utility's asset review and plan to provide for long-term improvements in the operation and maintenance of the collection system:

- It is estimated that the utility will spend a total of \$622,000 on various collection system improvement projects over the next 10 years. A financial summary is presented in Table 6-2.
- External financing for capital expenses exceeding \$30,000 will be financed through low-interest loans, grants, or available funding.
- The operating ratio will be greater than or equal to 1.0 during the next 10 years
- Several capital projects are required (see Table 6-1) and the utility should pursue funding for these projects
- Consider increasing the sewer use fees by up to 7.3% in FY 2012-2013 to provide for implementation of the CIP.

1. INTRODUCTION

This Asset Management Plan is for the Town of Warrenton wastewater collection system and describes how the utility will manage the infrastructure assets associated with the Town-owned portion of the collection system that serves the Warren County wastewater treatment plant (WWTP). The Town of Warrenton collection system is owned by the Town and serves the Warren County WWTP, which is owned by Warren County and operated by the Town of Warrenton. This asset management plan focuses only on the wastewater infrastructure owned by the Town – the collection system. Customer service demands and regulations require utilities to actively manage wastewater assets through careful maintenance, repair and replacement decisions. This plan is an effective tool for combining technical, management and financial practices to ensure that the level of service required by the community is provided at the appropriate cost.

The plan has the following purposes:

1. To demonstrate responsible management of the Town of Warrenton collection system assets
2. To communicate and justify funding requirements indicated by the plan
3. To provide a management roadmap for the Town of Warrenton collection system
4. To serve as a link between the Town of Warrenton collection system and its customers.

The Asset Management Plan contains an overview of the utility, level of service agreement, critical asset list, operation and maintenance strategy, capital improvement plan, and financial strategies. This plan was developed using the guidance for the Check Up Program for Small Systems (CUPSS) provided by the U.S. Environmental Protection Agency.

1.1 MISSION STATEMENT

The mission statement defines the goals of the Town of Warrenton collection system and is the guide for level of service agreements discussed in Section 3. The Town of Warrenton collection system mission statement is as follows:

"We commit to improving and maintaining the public health protection and performance of collection system assets, while minimizing the long-term cost of operating those assets. We strive to make the most cost-effective renewal and replacement investments and provide the highest-quality customer service possible."

1.2 ASSET MANAGEMENT TEAM

The Town of Warrenton utilities department has a staff that performs day-to-day functions to keep the collection system functioning properly. These individuals are active members of the asset management team. Mr. Bill Perkinson serves as the team leader and assumes asset management planning responsibilities. The team is responsible for preparing, implementing, and updating this plan.

To the extent that other staff, such as the Town Administrator, are involved with this or other projects, the asset management team is responsible for coordinating such involvement in developing and implementing this plan. More specific roles and responsibilities are listed in Table 1-1.

Table 1-1. Town of Warrenton Collection System Asset Management Team

Name	Title	Organization	Role / Responsibility on Project
Bill Perkinson	Public Works Director	Town of Warrenton	Asset Management Team Leader
Michael Acquesta	Engineer	O'Brien & Gere	Asset Management Plan Development

2. UTILITY OVERVIEW

The Town of Warrenton collection system serves Warrenton, NC with a population of 862, as reported in the 2010 U.S. Census. The following table demonstrates key statistics about the utility and the population it serves. Maps of the collection system infrastructure are maintained by the Town at the Town Hall, located at 119 East Market Street, Warrenton, NC 27589.

Table 2-1. Town of Warrenton Collection System Overview

Category	Description
Residential/Commercial facilities connected to collection system, located in town	483
Residential/Commercial facilities connected to collection system, located out of town	267
Pumping Stations Owned by Town	4
Collection System Manholes	383
Distribution / Collection Mains	Approximately 111,522 LF

Warrenton expects customer growth of approximately 0.4% per year over the next 20 years, based on population growth projections developed by the North Carolina Office of State Budget and Management (Appendix A).

3. LEVEL OF SERVICE AGREEMENT

The goal of the Town of Warrenton collection system is to confirm wastewater is conveyed effectively and efficiently by providing services that meet or exceed customer expectations and comply with federal, state, and local regulations. This section describes the utility's Level of Service goals and the key performance targets for each Level of Service goal for present and future performance. The Level of Service describes the characteristics of the utility's performance, such as "how much", "of what nature", and "how frequently." The utility's progress toward meeting those goals will be reviewed annually.

The Levels of Service determine the amount of funding that is required to maintain, renew and upgrade the entire wastewater collection and treatment infrastructure to provide the customers with the Levels of Service specified. The Level of Service goals are defined across the four service areas identified below. Changes to the Levels of Service goals and how the utility addresses the issues will affect funding requirements and how well the utility can provide the proper service to the community. The target Levels of Service that the utility has chosen to meet are presented in Table 3-1. This table lists the Level of Service goals and measures the success of each goal.

Table 3-1. Level of Service Goals

Service Area	Goal	Achieved
Health, Safety, and Security	Comply with all federal, state, and local worker safety requirements	Meets all performance objectives
Asset Preservation and Condition	Perform routine maintenance on all major equipment per factory recommendations	Meets all performance objectives
Conservation, Compliance, and Enhancement	Meet all federal, state, and local regulatory standards	Meets all performance objectives
Service Quality and Cost	Customer complaints will be addressed within 2 business days of receiving the complaint	Will begin tracking and update achievement status during annual review of asset management plan
	Provide uninterrupted wastewater conveyance for the WWTP service area	Meets all performance objectives
	Sewer rates reviewed annually	Meets all performance objectives

4. INVENTORY OF CRITICAL ASSETS

The Town of Warrenton collection system includes assets associated with the pumped and gravity conveyance of wastewater to the WWTP. A map of the collection system identifying the type and size of sewer lines and manhole locations is provided in Figure 4-1. The collection system is generally 20 to 70 years old. The age of sewer lines within the collection system was generally estimated based on the pipe material, as follows:

HDPE force main	< 20 years old
PVC gravity sewer	< 20 years old
Ductile iron gravity sewer	50 years old
Vitrified clay gravity sewer	60 – 70 years old
Cast iron gravity sewer	70 years old

Some assets are more important than others in making sure that wastewater is collected and treated effectively. Therefore, the asset management team used the guidance provided for CUPSS (developed by the U.S. Environmental Protection Agency) to develop a method for identifying and prioritizing critical assets. This process included reviewing all assets and recording their conditions (likelihood of failure), criticality to the utility (consequence of failure) and redundancy (the number of back-up assets to help support each asset). The information collected during the review was used to assign a risk to each asset. This will ensure that the utility delivers the level of service described in the previous section. The following sections define the metrics used to assess each asset.

Condition

The condition of each of the critical assets was ranked according to the following scale:

- Excellent – New equipment with $\geq 90\%$ of anticipated equipment life remaining
- Good – Equipment with $< 90\%$ of anticipated equipment life remaining and in above average condition
- Fair – Average condition and suitable for operation
- Poor – Not suitable for long-term use due to offset joints, significant corrosion, cracks, reduced capacity, or other mechanical or electrical deficiencies
- Very Poor – Not operable

Assets rated as poor or very poor are addressed through the capital improvement plan.

Consequence of Failure

As defined in the CUPSS guidance, consequence of failure “estimates the degree of impact on utility service should the asset fail”¹. The consequence of failure of each asset was ranked according to the following scale:

- Insignificant – Minimal short-term or long-term impact on wastewater conveyance
- Minor – Minimal short-term impact on wastewater conveyance
- Moderate – Operations will be disrupted, but may not impact compliance
- Major – Wastewater conveyance will be severely disrupted, service to customers may be disrupted, and noncompliance is probable
- Catastrophic – Service to customers may be halted, or there may be a water quality emergency.

¹ CUPSS Release 1.3.5, February 2010, User’s Guide, page 64.

Redundancy

- The redundancy of each asset was recorded as one of the following categories:
- 0% Back-up
- 50% Back-up
- 100% Back-up
- 200% Secondary Back-up.

Risk Category

As defined in the CUPSS guidance, the risk category identifies the “potential for realization of unwanted adverse consequences or events”² associated with the condition or performance of a specific asset. Risks were categorized as:

- High – Provide immediate attention to monitor asset condition and develop plans for asset repair, rehabilitation, or replacement
- Medium – Provide aggressive monitoring
- Low – Perform routine maintenance for asset to extend remaining useful life.

The risk category was assigned based on the probability of failure and the consequence of failure. The probability of failure was estimated based on the remaining useful life of the equipment and the redundancy provided for the equipment. Appendix B provides a summary of the risk calculation.

The Town of Warrenton collection system asset management team has completed the asset assessment. The assessment was based on staff knowledge, a 2010 sanitary sewer evaluation study, age and type of equipment, and observed equipment performance. Table 4-1 lists assets and identifies those that are critical to maintain the performance of the collection system.

² CUPSS Release 1.3.5, February 2010, User’s Guide, page 156.

Table 4-1. Town of Warrenton Collection System Asset Inventory

Asset	Asset Status	Installation Year ¹	Condition ²	Consequence of Failure	Estimated Replacement Year ³	Risk Factor Category	Action Based on Risk	Critical Asset?
Warrenton-Ridgeway Road Pump Station	Active	2007	Excellent	Major	2036	Medium	Aggressive Monitoring	Yes
Red Hill Loop Road Pump Station	Active	2007	Excellent	Major	2036	Medium	Aggressive Monitoring	Yes
John Riggans Pump Station ⁴	Active	1995	Good	Major	2032	Medium	Aggressive Monitoring	Yes
F.M. Mobile Home Park Pump Station	Active	2005	Good	Major	2032	Medium	Aggressive Monitoring	Yes
Gravity Sewer - Sewershed 1	Active	1950	Fair (Average)	Major	2000	High	Immediate Attention	Yes
Gravity Sewer - Sewershed 2	Active	1990	Fair (Average)	Major	2040	Medium	Aggressive Monitoring	Yes
Gravity Sewer - Sewershed 3	Active	1990	Fair (Average)	Major	2040	Medium	Aggressive Monitoring	Yes
Gravity Sewer - Sewershed 4	Active	1950	Poor	Major	2001	High	Immediate Attention	Yes
Gravity Sewer - Sewershed 5	Active	1990	Fair (Average)	Major	2040	Medium	Aggressive Monitoring	Yes
Gravity Sewer - Sewershed 6	Active	1950	Fair (Average)	Major	2000	High	Immediate Attention	Yes
Gravity Sewer - Sewershed 7	Active	1950	Fair (Average)	Major	2000	High	Immediate Attention	Yes
Gravity Sewer - Sewershed 8	Active	1990	Poor	Major	2039	Medium	Aggressive Monitoring	Yes
Gravity Sewer - Sewershed 9	Active	1950	Fair (Average)	Major	2000	High	Immediate Attention	Yes
Gravity Sewer - Sewershed 10	Active	1950	Fair (Average)	Major	2000	High	Immediate Attention	Yes
Manholes - Sewershed 1	Active	1950	Fair (Average)	Major	2050	High	Immediate Attention	Yes
Manholes - Sewershed 2	Active	1990	Fair (Average)	Major	2090	Medium	Aggressive Monitoring	Yes
Manholes - Sewershed 3	Active	1990	Fair (Average)	Major	2090	Medium	Aggressive Monitoring	Yes
Manholes - Sewershed 4	Active	1950	Poor	Major	2048	High	Immediate Attention	Yes
Manholes - Sewershed 5	Active	1990	Fair (Average)	Major	2090	Medium	Aggressive Monitoring	Yes
Manholes - Sewershed 6	Active	1950	Fair (Average)	Major	2050	High	Immediate Attention	Yes
Manholes - Sewershed 7	Active	1950	Fair (Average)	Major	2050	High	Immediate Attention	Yes
Manholes - Sewershed 8	Active	1990	Poor	Major	2086	Medium	Aggressive Monitoring	Yes
Manholes - Sewershed 9	Active	1950	Fair (Average)	Major	2050	High	Immediate Attention	Yes
Manholes - Sewershed 10	Active	1950	Fair (Average)	Major	2050	High	Immediate Attention	Yes

Notes:

1. The sewer lines within a sewershed were installed over a range of years. For the purposes of this table and the risk assessment, the earliest installation year within a sewershed is shown.

2. Individual sewer lines within a sewershed may vary in condition, from Poor to Fair. The general condition of the sewershed was assessed by reviewing 2010 sewer video survey priority rehabilitation assignments. The sewersheds with >50% of the linear feet surveyed assigned as Priority 1 or Priority 2 were rated as Poor condition, which indicates the lines have structural concerns, large root balls, offset joints, hammer taps, infiltration points, or blockages.
3. The estimated replacement year is based on the installation date of the oldest sewer lines within a sewershed and may not apply to every sewer line within a sewershed.
4. The John Riggans Pump Station was recently upgraded with the following: pump overhaul, new controls, increased wet well capacity. These upgrades increased the useful life of the pump station and improved the condition to "good".

5. OPERATION AND MAINTENANCE (O&M) STRATEGY

O&M consists of preventive and emergency/reactive maintenance. The Town of Warrenton collection system staff has in place an O&M strategy to ensure that the utility is achieving the level of service goals. The maintenance strategy focuses on the three areas listed below and will be revisited every year.

5.1 PREVENTIVE MAINTENANCE

Preventive maintenance is the day-to-day work necessary to keep assets operating properly and to extend the life of the collection system, which includes the following:

- Inspecting the lift stations once per week
- Providing routine testing and maintenance of backflow prevention devices
- Regular and ongoing annual tasks necessary to keep the lift stations and sewer lines at their required service level
- Jet or power cleaning 10% of collection system per year.

Preventive maintenance is carried out because of a planned maintenance program (such as regularly scheduled asset repairs) and historically problematic operations (such as blockages and root infestation). Equipment must be maintained according to manufacturer's recommendations to achieve maximum return on investment. By simply following the manufacturer's suggested preventive maintenance the useful life of equipment can be increased 2 to 3 times when compared to run till failure. Communities that have eliminated preventive maintenance practices from their operating budget can achieve positive returns from a relatively small additional investment.

5.2 EMERGENCY/REACTIVE MAINTENANCE

Reactive maintenance is often carried out because of customer requests or sudden asset failures. The required service and maintenance to fix the customer's issue(s) is identified by staff inspection. Emergency/reactive maintenance activities include:

- Providing emergency on-call services for cross connection backflow prevention assembly repairs.
- Emergency wastewater pumping and hauling of lift station and manhole overflows during rain events.
- Excavating and performing emergency wastewater collection repairs.

5.3 DEFERRED MAINTENANCE

Deferred maintenance is any maintenance, repair, restoration or replacement work that should have been accomplished before now, and that has not been performed. The utility plans to reduce overall deferred maintenance over the following 10 years by implementing the capital improvement plan.

6. CAPITAL IMPROVEMENT PLAN (CIP)

The Town of Warrenton collection system capital improvement plan (CIP) plan is the description of future capital project needs for the next 10 years. Capital improvement projects generally create a new asset that previously did not exist or they upgrade and improve an existing asset's capacity. The projects can result from growth or environmental needs, such as the following:

- Expenditure that purchases or creates a new asset or in any way improves an asset beyond its original design capacity
- Upgrades that increase the capacity of the asset
- Construction designed to produce an improvement in the standard operation of the asset beyond its present capacity.

In addition to capital improvement projects, the asset management team has reviewed and is establishing a renewal (or rehabilitation) strategy. Renewal expenditure is anything that does not increase the asset's design capacity but restores an existing asset to its original capacity. Any improvement projects that require more than simply restoring an asset to its original capacity are deemed to be a renewal project, such as the following:

- Activities that do not increase the capacity of the asset (i.e., upgrade and enhance the assets restoring them to their original size, condition, and capacity)
- Rehabilitation involving improvements and realignment or restores the assets to a new or fresh condition.

In making renewal decisions, the utility considered several categories other than the normally recognized physical, failure or breakage. Such renewal decisions include the following:

- Structural
- Capacity
- Level of service failures
- Outdated functionality
- Cost or economic impact.

The Town of Warrenton conducted a video survey of approximately 80% of the collection system in 2010. This survey identified a significant portion of the collection system that requires rehabilitation to repair structural issues, offset joints, infiltration, and blockages. The Town was awarded a Clean Water State Revolving Fund (CWSRF) loan in 2010 to rehabilitate sanitary sewer across Sewersheds 1, 5, 7, 8, and 9. The funded project replaces a fraction of the sewer lines identified as high priority in the 2010 video survey. Additional phases of sewer rehabilitation projects are needed to address the approximately 23,900 LF of 8" and 10" gravity mains that will remain a high priority following completion of the funded sewer replacement project. In developing the CIP, it was assumed that approximately 60% of the remaining lines identified as high priority will be rehabilitated in three phases. The scope of the sewer rehabilitation included in the CIP was limited to that which the Town could support through user fee increases.

A summary of the current plan is presented in Table 6-1. Because the expected needs of the utility will change each year, the CIP plan will be updated to reflect those changes.

6.1 FINANCIAL MANAGEMENT STRATEGY

This section describes the Town of Warrenton Utilities Department financial condition and its strategy for future financing. Equipment expenses greater than or equal to \$10,000 are considered capital costs. Capital costs are one time expenses (not including labor) used to replace or upgrade, because of capacity, a part of the utility. Capital costs do not include O&M costs.

The Town of Warrenton does not track the expenditures and revenues for sewer services separately from the water supply services it offers to its residents. Wastewater expenses are funded through general rates, fees, and

charges (Appendix C). It is assumed that external financing for capital expenses exceeding \$30,000 will be financed through Clean Water State Revolving Fund or other loans and all available grant programs.

The utility estimates that it will spend a total of \$622,000 on wastewater over the next 10 years to rehabilitate the collection system so that it can continue to maintain compliance with local, state, and federal regulations. A financial summary for the next 10 years is presented in Table 6-1.

6.1.1 Total Expenditures

Table 6-2 illustrates the forecasted financial needs for the next 10 years. The approved budget for FY 2011-2012 is provided in Appendix C for reference. The financial forecast includes the capital cost and debt repayment for collection system improvement projects that are recommended to be installed in the next 10 years.

6.2 USER RATES

A sewer fee increase of up to 7.5% in FY 2012-2013 and 0%-12% annually thereafter is required to implement the CIP. Implementation of the sewer user fee increases shown in Table 6-2 would result in an operating ratio greater than or equal to 1.

Table 6-1. Capital Improvement Plan

Capital Improvement Project ^{1,2,3}	Estimated						Total for FYs	Total for FYs
	Total Project Cost	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2014-2015	FY 2015-2016	2011-2016	2016-2021
Sanitary Sewer Replacement (CWSRF funded project No. CS370634-01)⁴	\$ 500,000	\$ -	\$ 23,613	\$ 18,307	\$ 18,001	\$ 17,696	\$ 77,616	\$ 83,894
Sanitary Sewer Rehabilitation⁵ - Phase 2	\$ 500,000	\$ -	\$ -	\$ -	\$ 47,225	\$ 36,614	\$ 83,839	\$ 173,900
Sanitary Sewer Rehabilitation⁶ - Phase 3	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,233
Sanitary Sewer Rehabilitation⁶ - Phase 4	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,225
Total	\$ 1,500,000	\$ -	\$ 23,613	\$ 18,307	\$ 65,226	\$ 54,309	\$ 161,455	\$ 460,251

Notes:

1. The Capital Improvement Plan includes capital projects (those greater than or equal to \$10,000) to replace or upgrade capital equipment that was categorized as Poor or Very Poor or equipment that has an estimated replacement date within the next 10 years.
2. It is assumed that projects with an estimated project cost greater than \$30,000 will be funded with 20 year loans with an interest rate of 2.445%. Year 1 estimated costs for these projects includes a 2% closing fee.
3. The estimated total project cost is distributed over the life of the project (up to 20 years) and includes project costs (excluding debt service) covered by grants, loans, and the Town of Warrenton.
4. This project was funded by CWSRF with 50% principal forgiveness, resulting in a loan amount of \$250,000.
5. The estimated total project cost assumes replacement of approximately 4,760 LF 8" and 10" gravity sewer throughout all sewersheds.
6. The estimated total project cost assumes replacement of approximately 4,900 LF 8" gravity sewer throughout all sewersheds.

Table 6-2. Total Expenditures

	Fiscal Year Ending									
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Inflation	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
Service Population Growth	0.40%	0.40%	0.40%	0.40%	0.40%	0.40%	0.40%	0.40%	0.40%	0.40%
Annual Operating Expenses¹	\$ 1,063,819	\$ 1,091,478	\$ 1,119,857	\$ 1,148,973	\$ 1,178,846	\$ 1,209,496	\$ 1,240,943	\$ 1,273,208	\$ 1,306,311	\$ 1,340,275
Annual Capital Improvement Cost for CIP (including Debt Payment)	\$ -	\$ 23,613	\$ 18,307	\$ 65,226	\$ 54,309	\$ 53,393	\$ 99,701	\$ 88,173	\$ 86,644	\$ 132,341
Payment of Debt Existing Prior to Development of CIP	\$ 6,974	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Cost of Doing Business	\$ 1,070,793	\$ 1,115,091	\$ 1,138,164	\$ 1,214,199	\$ 1,233,156	\$ 1,262,889	\$ 1,340,644	\$ 1,361,380	\$ 1,392,956	\$ 1,472,616
Annual Sewer User Fee Increase	0.0%	7.3%	3.2%	11.7%	2.1%	3.5%	10.0%	1.9%	3.2%	8.7%
Water Revenue	\$ 493,997	\$ 495,973	\$ 497,957	\$ 499,949	\$ 501,949	\$ 503,956	\$ 505,972	\$ 507,996	\$ 510,028	\$ 512,068
Sewer Revenue	\$ 544,046	\$ 586,237	\$ 607,194	\$ 681,106	\$ 697,930	\$ 725,522	\$ 801,128	\$ 819,706	\$ 849,115	\$ 926,600
Other Revenues (fees, interest)	\$ 32,750	\$ 32,881	\$ 33,013	\$ 33,145	\$ 33,277	\$ 33,410	\$ 33,544	\$ 33,678	\$ 33,813	\$ 33,948
Total Revenue	\$ 1,070,793	\$ 1,115,091	\$ 1,138,164	\$ 1,214,199	\$ 1,233,156	\$ 1,262,889	\$ 1,340,644	\$ 1,361,380	\$ 1,392,956	\$ 1,472,616
Revenue Surplus/Deficit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Ratio²	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0

Notes:

1. FY 2012 annual operating expenses are calculated from 2011-2012 Town of Warrenton Water/Sewer Fund approved budget.
2. The operating ratio (OR) is the ratio of annual revenue and total annual cost of doing business.

7. USER RATE CALCULATIONS

The Town charges sewer customers a monthly service fee and a consumption fee based on the total volume of water used. Out-of-town customers are billed at a higher consumption rate than in-town customers. The average revenue based on the current sewer use fees is shown in Table 7-1.

Table 7-1. Current Sewer Use Fees

User Class	Number	Average Use (gal/user/month)	Service Fee (\$/Month)	Consumption Rate (\$/1000 gal)	Current Average Monthly Revenue
Residential/Commercial - In Town	483	5,000	\$8.50	\$8.25	\$24,029.25
Residential/Commercial - Out of Town	267	5,000	\$23.25	\$12.50	\$22,895.25
Total Average Monthly Revenue					\$46,924.50
Total Annual Revenue					\$563,094.00

It is recommended that the sewer monthly charges be increased in FY 2012-2013 so that the annual sewer revenue increases by 7.3%. The revenue increase could be implemented in several ways, including an increase in the service fee and/or consumption rate. For example, the consumption rate for both in-town and out-of-town users could be increased by \$0.91/1000 gal to achieve a 7.3% increase in sewer revenue. The projected revenue resulting from the example increase in sewer use rates is shown in Table 7-2.

Table 7-2. Proposed Increase in Sewer Use Fees

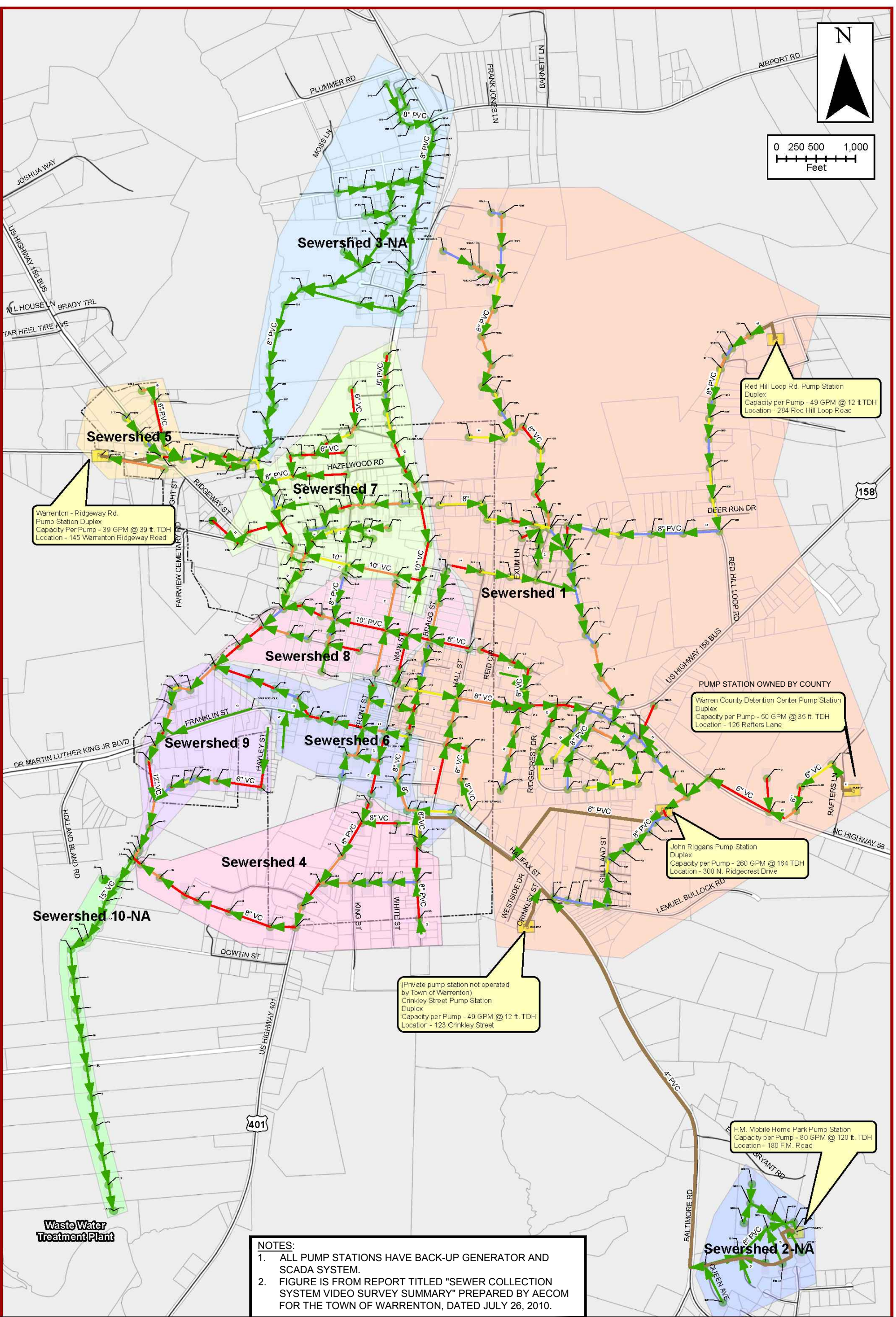
User Class	Number	Average Use (gal/user/month)	New Service Fee (\$/Month)	New Consumption Rate (\$/1000 gal)	Current Average Monthly Revenue
Residential/Commercial - In Town	483	5,000	\$8.50	\$9.16	\$26,235.26
Residential/Commercial - Out of Town	267	5,000	\$23.25	\$13.41	\$24,114.72
Total Average Monthly Revenue					\$50,349.99
Total Annual Revenue					\$604,199.86

8. RECOMMENDATIONS

The Town of Warrenton collection system Asset Management Plan refers to many objectives, targets, and improvements for the utility. It is recommended that the Town of Warrenton consider the following to successfully implement the Asset Management Plan:

- Review this plan annually and update the community on new information and revisions
- Implement the O&M strategy to extend the life of equipment
- Pursue funding for the projects identified in the Table 6-1 CIP
- Increase the sewer user fees by up to 7.3% in FY 2012-2013 to provide for implementation of the CIP.

Figures



Warrenton - Ridgeway Rd.
Pump Station Duplex
Capacity Per Pump - 39 GPM @ 39 ft. TDH
Location - 145 Warrenton Ridgeway Road

Red Hill Loop Rd. Pump Station
Duplex
Capacity per Pump - 49 GPM @ 12 ft TDH
Location - 284 Red Hill Loop Road

PUMP STATION OWNED BY COUNTY
Warren County Detention Center Pump Station
Duplex
Capacity per Pump - 50 GPM @ 35 ft. TDH
Location - 126 Rafter Lane

John Riggins Pump Station
Duplex
Capacity per Pump - 260 GPM @ 164 TDH
Location - 300 N. Ridgcrest Drive

(Private pump station not operated by Town of Warrenton)
Crinkley Street Pump Station
Duplex
Capacity per Pump - 49 GPM @ 12 ft. TDH
Location - 123 Crinkley Street

F.M. Mobile Home Park Pump Station
Capacity per Pump - 80 GPM @ 120 ft. TDH
Location - 180 F.M. Road

- NOTES:**
1. ALL PUMP STATIONS HAVE BACK-UP GENERATOR AND SCADA SYSTEM.
 2. FIGURE IS FROM REPORT TITLED "SEWER COLLECTION SYSTEM VIDEO SURVEY SUMMARY" PREPARED BY AECOM FOR THE TOWN OF WARRENTON, DATED JULY 26, 2010.

FIGURE 4-1
COLLECTION SYSTEM MAP
WARRENTON, NC

LEGEND			
	Warrenton City Limits		Pump Station
	Parcel Boundaries		Manhole
	Roads		Gravity Main - Priority 1
	Cleanout		Gravity Main - Priority 2
	Gravity Main		Gravity Main - Priority 3
	Force Main		Gravity Main - Priority 4
	Gravity Main - Priority 1		Sewershed 1
	Gravity Main - Priority 2		Sewershed 2 - NA
	Gravity Main - Priority 3		Sewershed 3 - NA
	Gravity Main - Priority 4		Sewershed 4
	Gravity Main - Not Yet Reviewed		Sewershed 5
	Sewershed 6		Sewershed 7
	Sewershed 8		Sewershed 9
	Sewershed 10 - NA		

TOWN OF WARRENTON
"Historically Great – Progressively Strong"
CHARTERED IN 1779
P. O. Box 281
Warrenton, North Carolina 27589
Phone (252) 257-3315 / Fax (252) 257-9219

**RESOLUTION TO ADOPT
THE TOWN OF WARRENTON COLLECTION SYSTEM
ASSET MANAGEMENT PLAN**

WHEREAS, the Town of Warrenton Board of Commissioners recognizes the need for an improved wastewater collection system, as well as the need to control the costs associated with the same; and

WHEREAS, the Capital Improvement Program within the Asset Management Plan provides a framework for accomplishing needed improvements to the wastewater collection system; and

WHEREAS, adoption of an Asset Management Plan is required to receive the Clean Water State Revolving Fund loan that was awarded to the Town of Warrenton in September 2010; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF WARRENTON:

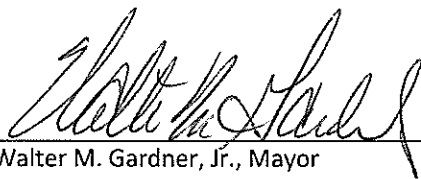
THAT the Town of Warrenton Collection System Asset Management Plan for Fiscal Years 2011-2012 Through 2020-2021 is adopted as a policy to guide capital budgeting and financial planning for the wastewater treatment plant.

THAT user fees associated with sewer service will be increased as necessary to implement the adopted Collection System Asset Management Plan.

THAT the adopted Collection System Asset Management Plan supersedes all previously adopted Plans.

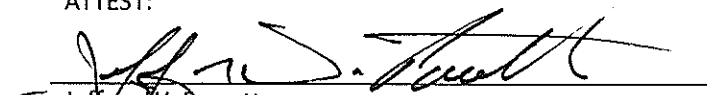
THAT the adopted Collection System Asset Management Plan may be amended by the Town Board of Commissioners with budgetary actions or other actions related to the authorization of specific projects and by the adoption of future Asset Management Plans.

Adopted this 9th day of April, 2012



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

ATTEST:



Jeffery W. Parrott
Town Administrator

Appendices

Appendix A: Population Growth Projection

Town of Warrenton 20-Year Population Projection

	Projected Warren County Population ¹	Projected Annual Warren County Growth	Projected Town of Warrenton Population ²
Jul-2010	21,022	N/A	862
Jul-2011	21,112	0.4%	866
Jul-2012	21,199	0.4%	869
Jul-2013	21,289	0.4%	873
Jul-2014	21,379	0.4%	877
Jul-2015	21,469	0.4%	880
Jul-2016	21,558	0.4%	884
Jul-2017	21,647	0.4%	888
Jul-2018	21,737	0.4%	891
Jul-2019	21,827	0.4%	895
Jul-2020	21,933	0.5%	899
Jul-2021	22,027	0.4%	903
Jul-2022	22,118	0.4%	907
Jul-2023	22,211	0.4%	911
Jul-2024	22,303	0.4%	915
Jul-2025	22,394	0.4%	918
Jul-2026	22,487	0.4%	922
Jul-2027	22,579	0.4%	926
Jul-2028	22,673	0.4%	930
Jul-2029	22,765	0.4%	933
Jul-2030	22,859	0.4%	937
Jul-2031	22,953	0.4%	941

Average projected annual growth = 0.4%

Notes:

1. Data projections from North Carolina Office of State Budget and Management, updated on August 29, 2011.
http://www.osbm.state.nc.us/ncosbm/facts_and_figures/socioeconomic_data/population_estimates/county_projections.shtm
2. July 2010 population data from the 2010 U.S. Census. July 2011-2031 population projection calculated by assuming a growth rate equal to that of Warren County projection.

Appendix B: Risk Category Assignment

RISK CATEGORY ASSIGNMENT

The following selected information was recorded for each asset. The available categories for use recording condition, redundancy, and consequence of failure for each asset are described in Section 4.

- Estimated useful life for the asset
- Installation year
- Condition of the asset
- Redundancy
- Consequence of failure (COF)

The steps below summarize the method for assigning a risk category to each asset.

1. Assign a numerical factor to the condition, redundancy, and consequence of failure rankings, according to the tables below.

Condition	% of Useful Life Remaining	Redundancy	Redundancy Factor	COF	Condition Factor
Excellent	120%	0% Backup	0	Insignificant	2
Good	110%	50% Backup	0.5	Minor	4
Fair (Average)	100%	100% Backup	0.9	Moderate	6
Poor	95%	200% Secondary Backup	0.98	Major	8
Very Poor	90%			Catastrophic	10

2. Calculate Estimated Remaining Useful Life (ERUL)

$$\text{ERUL} = \text{Estimated Useful Life} - (\text{Current Year} - \text{Installation Year})$$

3. Calculate Remaining Useful Life (RUL)

$$\text{RUL} = \text{ERUL} \times \text{Condition Factor}$$

4. Calculate Replacement Year

$$\text{Replacement Year} = \text{Current Year} + \text{RUL}$$

5. Calculate Probability of Failure (POF)

- a. If $\text{RUL} < 0$ Then $\text{POF} = 10$

- b. Else $\text{POF} = ((\text{EUL} - \text{RUL}) / \text{EUL}) \times (1 - \text{Redundancy Factor}) \times 10$

6. Assign Risk Factor Category

- a. If $\text{COF} > 5$ and $\text{POF} > 5$ Then Risk Factor = "High – Immediate Attention"

- b. Else If either $\text{COF} < 5$ and $\text{POF} > 5$ or $\text{COF} > 5$ and $\text{POF} < 5$ Then Risk Factor = "Medium – Aggressive Monitoring"

- c. Else Risk Factor = "Low – Routine Maintenance"

Note: Equations and method of risk assignment are based on the guidance provided in Check Up Program for Small Systems (CUPSS) Release 1.3.5, February 2010, User's Guide, page 151, Appendix D.

*Appendix C:
Town of Warrenton
Water/Sewer Fund Budget
FY 2011-2012*

**Town of Warrenton Water/Sewer Fund
FY 2011-2012**

Appendix C

Description	Revenue
TOWN WATER	\$ 493,997.00
TOWN SEWER	\$ 544,046.00
TOWN TAPS	\$ 7,000.00
INTEREST INVESTMENTS	\$ 100.00
RECONNECTION FEE	\$ 6,700.00
FIRE SPRINKLER	\$ 3,550.00
LATE FEE,CUT OFF,REC	\$ 13,000.00
RETURNED CK FEE	\$ 1,600.00
MISC REVENUE	\$ 800.00
Total Revenue	\$ 1,070,793.00

Description	Expense
ANNUAL OPERATING EXPENSES	
TO WWTP SEWER CHARGES	\$ 261,836.00
SALARY W/S	\$ 143,168.00
SALARY - PART TIME	\$ 1,600.00
WATER & SEWER OT	\$ 9,749.00
FICA TAXES	\$ 11,502.00
POD PW WORK TRUCKS	\$ -
RETIREMENT	\$ 4,170.00
WATER DEPT-HEALTH INS	\$ 33,157.00
WATER DEPT LIFE INSURANC	\$ 337.00
WORKMAN'S COMP	\$ 8,290.00
LIABILITY INSURANCE	\$ 22,500.00
TRAVEL EXPENSE	\$ 600.00
WATER CUSTOMER REFUND	\$ -
MAINT & REPAIR BLDG	\$ 800.00
LIGHTS & HEAT	\$ 10,750.00
TELEPHONE & POSTAGE	\$ 11,500.00
OFFICE SUPPLIES	\$ 3,000.00
CLEANING SERVICE	\$ -
COMPUTER MAINT.	\$ 1,800.00
SOFTWARE SUPPORT	\$ 2,700.00
UNIFORMS	\$ 2,760.00
COMPUTER TECHNOLOGY UPGR	\$ 5,000.00
SPEC. MATERIAL & SUPPLIE	\$ -
MATERIALS & SUPPLIES	\$ 36,500.00
MAINT & REPAIR EQUIP	\$ 18,000.00
TRUCK MAINT & REPAIR	\$ 3,000.00
TRUCK GAS EXPENSE	\$ 11,282.00
CONTRACT WATER TANK	\$ 16,191.00
CONT EDU	\$ 2,000.00
2 TRUCKS PAYMENT	\$ 32,511.00
GENERATOR PAYMENTS	\$ -
W/S ADVERTISING	\$ -
ELECTRIC TANK/PUMPS	\$ 12,500.00
EXTERNAL CONTRACT	\$ 45,000.00

Description	Expense
CERTIFY LAB SERVICE	\$ 2,000.00
AUDITOR EXPENSE	\$ 6,000.00
ASSOCIATION DUES	\$ 1,500.00
STATE PERMITS	\$ 4,400.00
CONTINGENCY	\$ 2,262.00
TRANSFER TO GF	\$ 48,150.00
FRIEGHT CHARGES	\$ 1,500.00
JOHN RIGGANS EASEMENT	\$ 1,000.00
RIGGANS PUMP, HOIST, ROO	\$ 14,500.00
WATER METERS	\$ 4,000.00
LEASE BACK HOE	\$ 6,820.00
OSHA COMPLIANCE	\$ 500.00
ENVIROLINK	\$ 12,500.00
WATER PURCHASE WC	\$ 207,900.00
TRACTOR/BUSH HOG	\$ 9,784.00
WARR-RIDGEWAY PUMP	\$ 3,800.00
FAIR GROUNDS W/TANK	\$ 25,000.00
OTHER EXPENSES	
BATTLE AVE LOAN	\$ 6,974.00
Total Expenses	\$ 1,070,793.00

MiFleet™ TERMS AND CONDITIONS

These Terms and Conditions and the Order are required to be attached to the Contract Cover Page to which they pertain, and together constitute the "Agreement."

1. DEFINITIONS. 1.1 Affiliate shall mean a company controlling, controlled by or under common control with MiFleet or Subscriber, as appropriate.

1.2 Application Services shall mean the features and functions of the software application(s) and any and all MiFleet data and content, access to which is made available to Subscriber as a service.

1.3 Authorized End Users shall mean any individual employee or contractor of Subscriber accessing or using the Hardware, Application Services and Licensed Technology solely for the benefit of Subscriber, as further described in Section 3.6.

1.4 Communication Network shall mean the cellular data network(s) to which the Hardware is connected in order to be utilized, provided by MiFleet to Subscriber under this Agreement. Communication Network data lines may have a minimum activation term required by the wireless telecommunications service provider. Subscriber's access to the Communication Network is subject to termination by the wireless telecommunications service provider for fraud or unauthorized use by Subscriber.

1.5 Data Network shall mean either the Communication Network or other third-party cellular data network services purchased by Subscriber directly from a third-party vendor, to which the Hardware is connected in order to be utilized.

1.6 Defect shall mean a material defect caused by defective material or workmanship resulting in a failure of the Hardware to substantially conform to the specifications provided in user documentation.

1.7 Hardware shall mean the GPS tracking and reporting device that directly interfaces with the Application Services and its ancillary accessories provided from MiFleet and provided to Subscriber under this Agreement.

1.8 Installation shall mean the Hardware and its related accessories have been attached to the Subscriber's Vehicle, the Hardware has been activated on the Data Network ("Activation") and the Hardware has been provisioned. ("Provisioning" is complete when the Hardware and the MiFleet host computer server(s) have been programmed, enabling the server(s) to identify, communicate with and provide automated system access and services to the Hardware.)

1.9 Licensed Technology shall mean collectively (i) the access provided by MiFleet to the Communication Network, if applicable, and (ii) software and firmware, if any, embedded within the Hardware.

1.10 MiFleet Marks shall mean all MiFleet-owned domain names, trademarks and logos.

1.11 Order shall mean the MiFleet authorized Sales Quote executed by the Parties, or any Subscriber issued purchase order which will only be effective if countersigned by MiFleet and will remain subject to Section 15.8 below.

1.12 Other Equipment shall mean any third-party device or equipment purchased from MiFleet under this Agreement but not sold under the MiFleet brand or name. Other Equipment is not Hardware. MiFleet is not obligated to procure or provide Other Equipment unless included in an Order that MiFleet has accepted, and assumes no liability for Other Equipment other than installation if MiFleet has agreed to perform installation services. Subscriber accepts Other Equipment subject to all restrictions and limitations imposed by the third-party supplier or manufacturer. Title and risk of loss to Other Equipment will pass to Subscriber as described in Section 5.1.

1.13 Reseller shall mean any reseller of the Hardware and/or the Application Services from which Subscriber purchased the same.

1.14 Subscriber Data shall mean all Subscriber's information and data (including any third-party information and data in the possession or custody of Subscriber), collected or transmitted by the Application Services or stored on MiFleet computer server(s) in accordance with this Agreement.

1.15 Subscriber Marks shall mean all Subscriber-owned domain names, trademarks and logos.

1.16 Vehicle shall mean any powered or non-powered vehicle, and for the purposes hereof also includes any other Subscriber equipment (including fixed assets), receiving installation of Hardware (whether powered or unpowered).

2. ORDERS.

2.1 Orders. From and after the Effective Date, Subscriber may purchase the Hardware and access to Application Services, and Licensed Technology pursuant to one or more Order(s). Orders will specify the Hardware units to be shipped to Subscriber for use by Subscriber. The right to use the Hardware includes the right to use the embedded Licensed Technology as herein provided. All Orders are subject to and governed by the provisions of this Agreement which are deemed incorporated therein by reference.

2.2 Affiliate Orders. Subscriber's Affiliates (if any) may place Orders under this Agreement in the same manner as Subscriber. MiFleet is not required to verify with Subscriber the authority of any Affiliate to place such Order. Subscriber, jointly and severally with its Affiliate shall be liable for all obligations of the Affiliate as it relates to that Order.

3. GRANT OF RIGHTS.

3.1 Provision and Access. Subject to the provisions of this Agreement, including the payment when due of all applicable Fees, MiFleet agrees to provide Subscriber with the right to access and use the Application Services or Licensed Technology during the Term solely for Subscriber's internal business use. MiFleet shall provide to Subscriber passwords and internet addresses as necessary to facilitate access.

3.2 License Grant. Solely in furtherance of the access granted in Section 3.1 above, and subject to the provisions of this Agreement, including the payment when due of all applicable Fees to Reseller, MiFleet grants Subscriber a limited, non-transferable, non-sublicensable, non-exclusive, royalty-free license to use

the Licensed Technology during the Term in a fully assembled state and not separately as components, solely for Subscriber's own internal business use.

3.3 Restrictions. The rights granted in Sections 3.1 and 3.2 are subject to the following restrictions. Subscriber shall not with respect to the Hardware, Application Services or Licensed Technology, or any component thereof, unless expressly permitted or required by law, or unless Subscriber has been specifically told that they may do so by MiFleet, in writing, directly or indirectly: (i) authorize or permit use by persons other than Authorized End Users; (ii) modify, translate, reverse engineer, decompile, disassemble, or in any manner decode any object code in order to derive, obtain or perceive the source code; (iii) copy, reproduce or create derivative works; (iv) assign, sell, lease, license, transfer, encumber or pledge as security, permit liens against or otherwise convey any rights therein; (v) permit use for the development of new, or the modification of existing products or services, whether offered by Subscriber or a third party; (vi) permit use for the benefit of any third parties (e.g., in a time share, service bureau or outsourcing relationship) or use other than in the intended manner; or (vii) remove, alter or obscure any proprietary notice, labels or marks on the Hardware. Subscriber will not use, duplicate or disclose any technical data or other information pertaining to the Hardware or the Licensed Technology for any purposes.

3.4 Intellectual Property Rights. MiFleet reserves to itself and without restriction all rights not expressly granted herein to Subscriber. Without limiting the foregoing, except as specifically set forth in this Agreement, MiFleet and its third-party vendors own all right, title and interest in and to the MiFleet software, the Application Services, the Licensed Technology and the MiFleet Marks, and all intellectual property rights pertaining to the foregoing, including all improvements, modifications and derivative works. Subscriber neither owns nor acquires any rights in or to any of the foregoing except the limited rights of use expressly granted in this Agreement.

3.5 Subscriber License Grant and Intellectual Property Rights. Subscriber owns all right, title and interest in and to the Subscriber Marks and Subscriber Data, and MiFleet acknowledges that it neither owns nor acquires any additional rights in and to the foregoing other than the rights expressly granted by this Agreement. Subscriber grants to MiFleet a non-exclusive, royalty-free right and license to: (i) use the Subscriber Data to provide the services, conduct internal testing and continued product development.

3.6 Authorized End Users. Subscriber may permit an Authorized End User to access and use the Application Services in compliance with the terms of this Agreement. Subscriber acknowledges and agrees that Subscriber shall be liable for all acts and omissions of, and any breach of this Agreement caused by its Authorized End Users.

4. PERFORMANCE; THIRD PARTY SERVICES; TERMS OF USE.

4.1 Performance. MiFleet may utilize agents and independent subcontractors in the performance of this Agreement.

4.2 Network Service: Subscriber acknowledges that (i) access to, transmission speed and quality of the Data Network, Global Positioning System (“GPS”) network, and the Internet (the worldwide network of computer networks using standard protocols to facilitate data transmission) are dependent upon network infrastructures owned by, operated by, or under the control of third parties, and made available to Subscriber subject to availability, limitations and conditions over which MiFleet assumes no control or responsibility; and (ii) connectivity, functionality and performance of these networks are dependent upon, and limited by a variety of factors including without limitation network technology, equipment, coverage and calling areas, cell site availability, inherent capacity and other system limitations, interference and failures, and network user congestion, environmental variables due to weather and atmospheric conditions, topography, locations of buildings and other structures, as well as periodic software and equipment updates and maintenance, and other internal factors determined solely by each network provider. GPS is a satellite-based positioning system providing expansive coverage throughout the world. The GPS antenna must have a direct line of sight to the satellites. If said path is impaired (e.g. underground parking lots or the shadow of tall buildings), it can affect the ability of the services to recognize an accurate location. Subscriber agrees that MiFleet is not responsible for any failure or degradation in performance of the Hardware, Application Services and Licensed Technology, or Other Equipment, resulting delays, loss or damage including loss of data or compromised data security, due to the performance of any of these networks. In addition, Application Services based on cellular technology may become obsolete in the futures as a result of changes in wireless technology or actions by telecom regulators with respect to cellular technology in mapping applications. In such event, MiFleet shall have no obligation to issue a refund or furnish substitute services. In addition, MiFleet assumes no responsibility for the accuracy or inaccuracy of any maps upon which the Application Services are based. The parties also recognize that unusual concentrations of usage may occur in certain locations. MiFleet shall incur no liability for its inability to provide adequate Application Services hereunder arising from or related to a lack of network capacity on the Hardware or Other Equipment which results from the aforesaid usage concentration, and nothing herein shall require MiFleet to expend any capital to insure capacity for Subscriber’s use of the Application Services.

4.3 Subscriber acknowledgements. Subscriber acknowledges that (i) Subscriber Data collected by the Hardware while access to the Data Network is not available or when outside a reporting interval will not be transmitted or retrievable by Subscriber until access is restored or reporting next occurs; (ii) Subscriber Data collected by the Application Services will be stored pursuant to the MiFleet customer data retention policy as published and periodically updated at: <https://www.mifleet.us/dataretentionpolicy> and thereafter may be archived or purged and destroyed in MiFleet’s sole discretion; (iii) Subscriber assumes the entire risk in downloading or otherwise accessing any data, information, files or other materials obtained from the MiFleet’s business support network or any Application Services; (iv) it is technically possible for third parties to monitor Data Network transmissions over the air and MiFleet is not responsible for the security of such transmissions; (v) the Application Services, which provide location or directional information are to be used only as an aid in planning and MiFleet is not responsible for the accuracy thereof; and (vi) due to the factors described in this Section 4.3 and elsewhere in this Agreement, Subscriber Data transmission through Hardware is not instantaneous and delays in receipt of data are normal. Subscriber further agrees that MiFleet shall not be liable for any resulting delays, loss or damage including loss of data or compromised data security. Subscriber also acknowledges that the Hardware and Application Services have not been designed and are not effective as a security system or to provide security or emergency response for person (including remote medical monitoring) or property, including

driver/passengers, Vehicle and its contents, whether alone or in conjunction with any other security or emergency system (e.g. a Vehicle security/alarm system), and any use of the Hardware or the features or functionality of the Application Services for such purpose is unauthorized and at Subscriber's sole risk and liability. Subscriber shall communicate to each of its Authorized End Users that the Hardware and Application Services are not intended to provide access to emergency personnel or services and that Authorized End Users must contact law enforcement agencies or emergency services personnel directly through means other than the Hardware. MiFleet accepts no responsibility or liability for use of the Application Services in emergency situations and does not contact or communicate with law enforcement agencies on Subscriber's or Authorized End User's behalf.

4.4 Third-party Application and Interface acknowledgements. MiFleet Application Services specifications may allow for an interface ("Interface") with certain third-party workforce and service management applications ("Third-party Application(s)"). MiFleet has no responsibility for such Third-party Applications and availability of an Interface is not guaranteed by MiFleet. If Subscriber requests and MiFleet agrees to provide an Interface, Subscriber acknowledges and agrees that (i) MiFleet has no liability or responsibility for the operation, support, maintenance or updates of such Interface, (ii) Subscriber expressly authorizes the exchange of Subscriber Data between MiFleet and the Third-party Applications utilized by Subscriber, through the Interface, and MiFleet has no responsibility for Subscriber Data transferred to the possession or control of the Third-party Application provider, (iii) MiFleet does not warrant any rights in the Interface including without limitation intellectual property rights or indemnity against infringement, (iv) Subscriber will use the most current version of the Interface that is compatible with the Application Services and any failure of the Third-party Application provider, with whom Subscriber must have a separate agreement, to continue to support, maintain or update the Interface does not affect in any way Subscriber's obligations under this Agreement, and (v) depending on the nature and scope of the Interface, MiFleet may charge Subscriber an additional fee.

4.5 OBD II Acknowledgements. If Subscriber's MiFleet Hardware is an OBD II plug-in device(s), the following applies: The OBD II Hardware device is based on the OBD II standard and plugs into the OBD II port on Subscriber's Vehicle. Subscriber acknowledges and agrees that (i) the Vehicle must support the OBD II standard and the OBD II port must be free of any damage, properly powered, and fully functioning and communicating with all Vehicle systems as designed, and (ii) the data parameters available through the OBD II port or the ability to access them vary among Vehicle manufacturers and Vehicle models, and as a result not all data may be available for transmission to the OBD II Hardware device.

4.6 Mobile Devices. Some features and functionality of Application Services may be available to Subscribers utilizing certain mobile devices, subject to their specifications and telecommunications and internet service availability. MiFleet is not obligated to provide a compatible version of the Application Services for all mobile devices or telecommunication service provider network specifications. Access to the Application Services on a mobile device is also subject to the terms and conditions of the plan and contract covering use of the mobile device, and subject to the telecommunications service provider's rates and fees, taxes and other costs, which are the sole responsibility of the Subscriber or the mobile device end-user.

4.7 Disclosure of Relationship with Service Providers. Subscriber understands, and will communicate to each of its Authorized End Users, that the Hardware and Application Services furnished by MiFleet depend upon services provided by third parties ("Service Providers") pursuant to agreements between such

Service Providers and MiFleet and are subject to certain terms, conditions and limitations set out in such agreements. Subscriber expressly understands and agree that it and its Authorized End Users have no contractual relationship whatsoever with the Service Providers and that Subscriber and its Authorized End Users are not a thirdparty beneficiary of any agreement between MiFleet and such Service Providers. In addition, Subscriber expressly agrees that the agreements and terms in this section 4.7 shall survive the termination of this Agreement. Subscriber understands that MiFleet and Service Provider cannot guaranty the security of data transmissions, and will not be liable for any lack of security relating to the use of the Application Services or the transmission of data. Subscriber further acknowledge that the Service Providers disclaim all liability of any nature to Subscriber, whether direct, indirect, incidental or consequential, arising out of use of the Hardware, and Subscriber agrees that it shall have no claims against the Service Providers of any kind with respect thereto.

5. HARDWARE SHIPMENT AND INSTALLATION.

5.1 Shipping and Title. Title to the Hardware and any Other Equipment, and risk of loss or damage, will pass to Subscriber when MiFleet delivers the Hardware or Other Equipment to the delivery location. MiFleet's title and rights to the embedded Licensed Technology and all associated intellectual property rights therein remain with MiFleet and do not transfer to Subscriber. Unless provided in an Order or otherwise agreed in writing, MiFleet will deliver the Hardware and any Other Equipment freight prepaid by MiFleet and billable to Subscriber. MiFleet utilizes standard ground shipping; any other available form of shipment requested by Subscriber will be at Subscriber's sole cost.

5.2 Hardware Installation. Subscriber shall be solely responsible for (i) Installation unless Installation is purchased from MiFleet and included in the Order; and (ii) integration of the Hardware with any other hardware and software applications not purchased from MiFleet, any such integration being at Subscriber's sole risk and cost. The Term Commencement Date shall be fourteen (14) days following the date the Hardware is shipped to Subscriber or upon first installation, whichever occurs first (subject to adjustment in the sole discretion of MiFleet for any delays in Hardware availability or delivery).

6. SUPPORT; UPDATES; SERVICES.

6.1 Customer Support. Customer Support is available by telephone or email to Subscriber Monday through Friday from 4:00 am – 5:00 pm, Pacific Standard Time (PST) Subscriber consents to recording of calls for quality assurance and training. On-site support or service, or other professional services, are not available unless separately purchased and included in an Order and if applicable, a Statement of Work.

6.2 Updates. Updates and upgrades to the Application Services or the Licensed Technology will be made available when offered to MiFleet's entire subscriber base. Licensed Technology updates or upgrades will be installed by "over the air programming" ("OTAP"). Data Network usage for over the air programming may exceed the Data Network communication rate plan selected by Subscriber and Subscriber is responsible for any "Overage Fees."

7. FEES AND PAYMENT.

7.1 All payment and billing terms are set forth in agreement(s) between the Reseller and Subscriber.

8. TERM.

8.1 Term and Term Commencement Date. The Term of this Agreement will commence on the Term Commencement Date of the initial Order. The provisions relating to renewal or termination of the Order are set forth in the agreement(s) between the Reseller and Subscriber. (ii) the rights and license granted to Subscriber under this Agreement or the particular Order terminate immediately and are of no further force and effect.

8.2 Dispute Resolution. This provision applies to disputes other than matters governed by agreement(s) between the Reseller and the Subscriber. The Parties agree to first attempt to resolve any disputes voluntarily under this Section 8.5 by good faith negotiations before initiating any lawsuit or legal action, except in the case where injunctive or other equitable relief is being sought in order to protect against the wrongful use or disclosure of Confidential Information or intellectual property, or other actual or threatened harm which may be irreparable or for which there is no adequate remedy at law. If the Parties' principal points of contact at the operational level have been unable to resolve a dispute, either Party may request resolution under this Section by sending written or e-mail notice of such request to the other Party ("Request for Resolution"), in which notice the sending Party identifies an authorized representative ("Resolution Representative"). Within two (2) business days of the receipt of the Request for Resolution, the receiving Party will identify its Resolution Representative. The Resolution Representatives shall be part of each Party's management-level team, not less than one level below vice-president, and at least one level above the operational point of contact referred to above. The Resolution Representatives will be responsible for promptly becoming knowledgeable about the dispute and then coordinating and conducting such meetings and communications as are appropriate to discuss the dispute and to negotiate a resolution, which will then be documented. Should appointment of both Resolution Representatives not occur as described above, or a written resolution of the dispute not be agreed upon within ten (10) business days following the appointment of the second Resolution Representative, either Party will be entitled to terminate this dispute resolution process upon written notice to the other Party at any time thereafter, and proceed with its other available remedies. Engaging in the dispute resolution process as herein described shall not delay or extend any time periods elsewhere specified in this Agreement, and the failure to reach a negotiated resolution of a dispute under this Section shall not be deemed evidence of a failure to act in good faith.

9. HARDWARE AND WARRANTY.

9.1 Hardware Limited Warranty. Subject to fulfillment by Subscriber of its obligations under this Agreement, MiFleet warrants that for a period of one (1) year from shipment of Hardware ("Warranty Period"), it will repair or replace, at MiFleet's sole discretion, Hardware (excluding ancillary accessories) having Defects (or the defective part thereof), provided that Subscriber delivers proper notification to MiFleet as set forth in Section

9.2 below during the Warranty Period. The warranty obligations described in Section 9 shall not apply to: (i) Hardware normally consumed in operation such as fuses, cables, antennae or mounting brackets; (ii) Hardware that MiFleet determines has evidence of a broken seal, which will invalidate the warranty, or (iii) Hardware that MiFleet determines does not have Defect(s), or is not working or is damaged or causes damage as a result of Subscriber's unauthorized or improper use, storage or other non-warranted condition including but not limited to: (a) improper operation, (b) any combination, operation or use with equipment, software, services, technologies or processes not furnished by MiFleet; (c) detrimental exposure to corrosive or other chemicals, electric shock or surge, excessive temperature, impact or

vibration, water, weather conditions or other elements; (d) involvement in any collision, accident, explosion, fire or any man made or natural force of any kind including Act of God; and (e) tampering, alteration, improper Installation or repair by any party other than MiFleet or its authorized Installer(s). Repair or replacement under warranty of Hardware with Defect(s) will not extend the Warranty Period. Replacement Hardware or components may be new or reconditioned and may consist of comparable Hardware or components manufactured by the same or other manufacturers, in the sole discretion of MiFleet. 9.2 Notification and Return Material Authorization. Subscriber will provide MiFleet with proper notification that Hardware has a Defect. Proper notification will be deemed to have occurred only after (i) Subscriber has in good faith worked with MiFleet's customer support team by telephone or email to evaluate, troubleshoot and test any Hardware that appears to have a Defect; (ii) MiFleet's customer support team determines that the Hardware appears to have a warranted Defect that cannot be repaired through telephone support or over the air programming, and (iii) MiFleet authorizes and assigns a Return Material Authorization Number ("RMA") for the Hardware.

9.3 Warranty and Repair Process. Subscriber at its own cost shall uninstall the Hardware from the Vehicle and return it, securely packaged, to a MiFleet-designated facility for repair with the assigned RMA clearly visible on each shipping form and carton. Inbound shipping will be paid by Subscriber and outbound standard ground shipping for warranty service will be borne by MiFleet, with Subscriber bearing all risk of loss during transit. Any other shipping requested by Subscriber will be at Subscriber's sole cost. (Hardware containing a battery must be shipped by ground or as required by law.) Subscriber consents to Licensed Technology updates or upgrades being installed with respect to any Hardware in MiFleet's possession under this Section 9. Certain Hardware may qualify for Advance Replacement, or Advance Replacement may be the only warranty fulfillment method available for the Hardware. If Advance Replacement applies, Subscriber must return the original Hardware with the Defect within fifteen (15) days of receipt of the replacement Hardware, failing which Subscriber agrees to pay MiFleet the then current full retail price of the Replacement Hardware plus shipping, which shall be due upon invoice. Hardware returned to MiFleet for repair under warranty that is determined to not be covered by warranty will be charged to Subscriber at a flat diagnostic/repair rate established by MiFleet, or if an Advance Replacement unit has shipped, at the lesser of the price of the Advance Replacement unit or the diagnostic/repair rate. Repair services for Hardware that is outside its warranty period may not be available and replacement may be required. If nonwarranty repairs are requested and are available, the diagnostic/repair costs will be set forth in the RMA and Subscriber's delivery of the Hardware to MiFleet constitutes agreement to these charges. Subscriber shall be responsible for the Installation and the payment of any Taxes or other charges or fees associated with each repaired or replaced Hardware unit. On-site troubleshooting services are not covered under warranty and are available to Subscriber only upon request and will be subject to a separate agreement.

9.4 Warranty Inapplicable. NOTWITHSTANDING THE FOREGOING, MiFleet DOES NOT WARRANT AND SHALL HAVE NO RESPONSIBILITY FOR REPAIR OR OTHER LIABILITY FOR HARDWARE (INCLUDING LICENSED TECHNOLOGY EMBEDDED THEREIN) NOT MANUFACTURED BY OR SOLD UNDER THE MiFleet BRAND OR NAME, OR FOR OTHER EQUIPMENT, REGARDLESS OF WHETHER PURCHASED FROM OR FURNISHED OR INSTALLED BY MiFleet, AS TO WHICH HARDWARE OR OTHER EQUIPMENT SUBSCRIBER SHALL BE LIMITED SOLELY TO ITS RIGHTS AND OBLIGATIONS UNDER ANY THIRD-PARTY MANUFACTURER'S LIMITED WARRANTY OR OTHER AGREEMENT.

9.5 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE HARDWARE, THE APPLICATION SERVICES AND LICENSED TECHNOLOGY AND ANY OTHER MATERIALS, SOFTWARE, CONTENT, DATA AND/OR SERVICES PROVIDED BY MiFleet ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND SUBSCRIBER ASSUMES ALL RISK AND LIABILITY ASSOCIATED WITH THE PERFORMANCE, USE AND RESULTS THEREOF. MiFleet EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY OR NON-INFRINGEMENT. NO WARRANTY IS MADE BY MiFleet ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. NO EMPLOYEE OR CONTRACTOR OF MiFleet (INCLUDING ANY SALESPERSON OR INSTALLER) IS AUTHORIZED TO CREATE ANY WARRANTY OR PROMISE, OR MODIFY ANY PROVISION OF THIS AGREEMENT. MiFleet DOES NOT WARRANT THE VALUE, ACCURACY OR SECURITY OF ANY DATA. MiFleet DOES NOT WARRANT THAT THE HARDWARE, APPLICATION SERVICES OR LICENSED TECHNOLOGY (OR ANY OTHER HARDWARE, SOFTWARE, INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT) WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. SUBSCRIBER ACKNOWLEDGES THAT MiFleet'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF SUBSCRIBER ONLY. THE SOLE OBLIGATION AND LIABILITY OF MiFleet, AND THE SOLE AND EXCLUSIVE REMEDY OF SUBSCRIBER FOR ANY BREACH OF WARRANTY SHALL BE REPAIR OR REPLACEMENT OF HARDWARE HAVING A DEFECT AS SET FORTH IN THIS SECTION 9.

9.6 Communication Network: SUBSCRIBER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS TELECOMMUNICATIONS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT SUBSCRIBER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MiFleet AND THE UNDERLYING SERVICE PROVIDER. IN ADDITION, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS TELECOMMUNICATIONS SERVICE PROVIDER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO SUBSCRIBER AND SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

10. LIMITATION OF LIABILITY.

10.1 Limitations of Liability. MiFleet SHALL NOT BE LIABLE TO SUBSCRIBER OR TO ANY OTHER PERSON FOR ANY LOSS OR DAMAGE CAUSED BY THE USE OF THE APPLICATION SERVICES OR LICENSED TECHNOLOGY OR FOR ANY INTERRUPTION OF THE SERVICES, REGARDLESS OF CAUSE. IN NO EVENT SHALL MiFleet'S LIABILITY TO SUBSCRIBER EXCEED THE AMOUNT PAID BY SUBSCRIBER FOR THE SERVICES IN QUESTION. MiFleet SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, GENERAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO SUBSCRIBER'S VEHICLES OR ASSETS OR LOSS OF PROFITS, REVENUES OR DATA, EVEN IF MiFleet HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD MiFleet HARMLESS FROM AND AGAINST ANY AND ALL LOSSES OR DAMAGES CAUSED BY THE USE OF THE LICENSED TECHNOLOGY AND APPLICATION SERVICES OR FOR ANY INTERRUPTION OF THE SERVICES. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS AGREEMENT MORE THAN ONE YEAR AFTER ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT BY MiFleet FOR MONEY DUE ON AN OPEN ACCOUNT. CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY IN SOME STATES. TO THE EXTENT THAT ANY SUCH LIMITATIONS ARE PRECLUDED IN A GIVEN STATE, SUCH PRECLUSION SHALL NOT AFFECT ANY

OTHER LIMITATIONS NOT SO PROHIBITED OR PRECLUDED. NOTWITHSTANDING ANYTHING ELSE SET FORTH IN THIS AGREEMENT, SUBSCRIBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS USE OF THE APPLICATION SERVICES AND LICENSED TECHNOLOGY IS AT ITS SOLE RISK. THE APPLICATION SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MiFleet EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE APPLICATION SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER. SUBSCRIBER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

10.2 Open Source Applications. Subscriber acknowledges that MiFleet embeds some Open Source Applications in some of its Hardware. These Open Source Applications are not licensed by MiFleet to Subscriber pursuant to the provisions of this Agreement and this Agreement may not be construed to grant any such right and/or license. Subscriber shall have only such limited rights and/or licenses, if any, to use the Open Source Applications as are set forth in the relevant agreements, available to Subscriber upon request during the Term, solely as embedded in the Hardware in a fully assembled state and not separately as components. MiFleet will have no obligation whatsoever under this Agreement to deliver, support or maintain any such Open Source Applications, and MiFleet disclaims any and all warranties and other obligations, express, implied or statutory, with respect to any and all Open Source Applications. MiFleet WILL NOT HAVE ANY LIABILITY ARISING FROM OR RELATED TO SUBSCRIBER'S USE OF THE OPEN SOURCE APPLICATIONS REGARDLESS OF THE NATURE OF THE CLAIM OR THE NATURE OF THE ALLEGED DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

11. CONFIDENTIAL INFORMATION.

11.1 Definition and Ownership of Confidential Information. "Confidential Information" is information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), that is identified as confidential or which by its nature or circumstances of disclosure, a reasonable person would believe to be confidential. Confidential Information may also include third-party information in the possession of the Disclosing Party. Confidential Information is proprietary to the Disclosing Party or its rightful third-party owner, if applicable, and will remain the sole property of the Disclosing Party or such third party. Except as necessary to MiFleet's provision of services under this Agreement, Confidential Information will remain subject to the following.

11.2 Mutual Confidentiality Obligations. The Receiving Party agrees with respect to Confidential Information to: (i) hold it in confidence and use it solely for the purposes described in this Agreement; (ii) not reproduce it and to protect it from dissemination; (iii) not create any derivative work based thereon; (iv) restrict its access to such of its personnel, agents, and/or consultants who have an identifiable need and who are bound by a written non-disclosure agreement that contains restrictions at least as protective as those set forth herein and who will remain responsible to the Disclosing Party for any violation thereof; and (v) return, or at the Disclosing Party's request destroy it upon termination or expiration of this Agreement, and certify in writing that it has done so. Notwithstanding the foregoing, the Receiving Party is not required to return or destroy Confidential Information if to do so would violate applicable law or

regulation, or judicial or governmental order, and may retain copies of the Confidential Information created as part of its computer back-up or archival procedures for the period it normally archives or backs up records, provided in either case such copies shall be subject to the confidentiality restrictions of this Agreement until purged or destroyed. Subscriber Data scheduled or to be scheduled for destruction by MiFleet in the normal course of business may be destroyed as provided in Section 4.3 above.

11.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 12.1 and 12.2 will not apply to information that (i) is or becomes publicly available at or after the time of disclosure through no fault of the Receiving Party; (ii) is rightfully communicated to the Receiving Party by persons not bound by confidentiality obligations; (iii) is already in the Receiving Party's possession free of any confidentiality obligations at the time of disclosure; or (iv) is independently developed by the Receiving Party without access to the Confidential Information. The Receiving Party may disclose Confidential Information (a) in response to a judicial or governmental order, provided it shall first give notice to the Disclosing Party (unless such notice is precluded by the order or by law) so to enable it to seek a protective order at no cost to the Receiving Party, (b) as required by law or regulation, or (c) in order to establish the Receiving Party's rights under this Agreement, including to make such court filings as may be required; provided that in each case, the Receiving Party reasonably minimizes such disclosures to the extent legally permissible. Subscriber further authorizes MiFleet to share Subscriber's information with any wireless telecommunications service provider responsible for the Data Network to permit the provider's compliance with any such orders, regulations or laws.

11.4 Injunctive Relief. In addition to all other rights and remedies, the Disclosing Party shall be entitled to seek temporary, preliminary and permanent injunctive relief in order to prevent or to restrain any breach or threatened breach of the obligations under this Section 12.

12. SECURITY; PERSONAL INFORMATION AND PRIVACY. Subscriber agrees and understands that it is responsible for maintaining the confidentiality of passwords associated with any account it uses to access the Services. Accordingly, subscriber agrees that it will be solely responsible to MiFleet for all activities that occur under its account. If Subscriber becomes aware of any unauthorized use of its password or of its account, it agrees to notify MiFleet immediately at 1-866-643-5338 Option #2. Subscriber agrees that, in order to perform its obligations under this Agreement, MiFleet may collect personal information about it or, if applicable, Subscriber's customers, and when the Services are used, and about Subscriber or, if applicable, Subscriber customers' assets. Subscriber understands and agrees that in conjunction with employee training, quality control and the provision of the Services, MiFleet and/or its agents or service providers may monitor the activities and location of Subscriber or, if applicable, Subscriber customers' assets and the usage of the MiFleet system. Further, Subscriber understands that privacy cannot be guaranteed on the MiFleet system or other systems such as those used in order to provide the Services, and MiFleet shall not be liable to Subscriber or any other third party for any claims, loss, damages or costs which may result from a lack of privacy. Subscriber consents to MiFleet using information about Subscriber and Subscriber assets to (i) administer the Services, (ii) electronically locate Subscriber or, if applicable, Subscriber customers' assets equipped with a Unit in conjunction with providing the Services, (iii) provide information to third party service providers, wireless carriers or other persons for the purpose of providing the Services, or in response to a subpoena or other legal process, and (iv) use and share Subscriber information and statistics that do not include information that identifies Subscriber or, if applicable, Subscriber clients, personally. In addition, Subscriber consents to MiFleet using information about Subscriber and its assets including contact information and the types of Services that Subscriber

purchases and uses to (i) enforce the terms of this Agreement, (ii) prevent fraud and respond to regulatory and legal requirements, or in conjunction with a government inquiry, or in litigation or dispute resolution, and (iii) share information with MiFleet affiliates in conjunction with the Services and for the purpose of providing Subscriber with any promotional offers and marketing materials. Subscriber also consents and agrees to the use of Subscriber personal information to (i) administer Subscriber's account, including for credit and collections purposes, and (ii) disclose such information to Subscriber's bank or to a third-party collection agency. Subscriber may obtain a copy of the full text of the MiFleet Privacy Policy Statement by contacting MiFleet Privacy Officer. SUBSCRIBER ACKNOWLEDGES THAT IT IS SUBSCRIBER'S RESPONSIBILITY TO ADVISE ALL OCCUPANTS OR USERS OF SUBSCRIBER'S OR, IF APPLICABLE, SUBSCRIBER CUSTOMERS' ASSETS EQUIPPED WITH A UNIT ABOUT HOW INFORMATION ABOUT THEM MAY BE COLLECTED, USED AND DISCLOSED BY MiFleet.

13. USE OF WEBSITE. MiFleet maintains a website that Subscriber may access in connection with Services Subscriber purchases from MiFleet or MiFleet's authorized agents. Subscriber agrees that Subscriber will not use or attempt to use this website for any purpose: 1) that is any way unlawful or prohibited, 2) that transmits any unauthorized or unsolicited advertisements, solicitations, schemes, spam, flooding, or other unsolicited e-mail or unsolicited commercial communications, 3) that transmits any viruses, 4) that interferes with MiFleet's network services; 5) that attempts to gain unauthorized access to MiFleet's network services, or 6) that impairs or limits MiFleet's ability to operate this website or any other person's ability to access or use the website. Subscriber agrees that Subscriber will only access or use information related to Subscriber in accordance with the Services Subscriber purchase, and not for any illegal purposes. Subscriber agree that Subscriber will access this website at Subscriber own risk. SUBSCRIBER ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS WEBSITE, SERVER AND THE INTERNET GENERALLY. Subscriber understands that MiFleet cannot and does not ensure continuous access to the website. Access may be interrupted due to technical limitations, such as heavy use and server malfunctions, or other circumstances such as maintenance. MiFleet reserves the right to modify this website at any time without Subscriber consent. SUBSCRIBER UNDERSTANDS AND AGREES THAT MiFleet WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES RESULTING FROM, OR IN ANY WAY CONNECTED TO, SUBSCRIBER'S ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON THE WEBSITE OR ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES OBTAINED OR ACCESSED THROUGH THE WEBSITE. FOR THOSE JURISDICTIONS THAT EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS, THIS LIMITATION SHALL BE CONSTRUED TO PERMIT THE MAXIMUM EXCLUSION OR LIMITATION PERMITTED BY APPLICABLE LAW.

14. SECTION RESERVED

15. GENERAL.

15.1 Force Majeure. Notwithstanding any other provision of this Agreement, neither party shall be deemed in default of this Agreement for delay, failure in performance, loss or damage due to any of the following force majeure events: fire, strike, embargo, explosion, interruptions or irregularities in power or connectivity, earthquake, nuclear accident, terrorism, volcanic action, flood, war, water, the elements, labor disputes, civil disturbances, the requirements of any government, civil or military authority, acts of God or public enemy, inability to obtain or secure products or transportation facilities, acts or omissions of common carriers or other causes beyond a Party's reasonable control, whether or not similar to the

foregoing. Force majeure may not be asserted by Subscriber to excuse or suspend Subscriber's payment obligations.

15.2 Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, provided consent is not required in conjunction with the merger, transfer or sale of a majority of a Party's outstanding voting capital stock or substantially all of its assets, or other transaction effecting a change of control, nor is consent required for MiFleet's sale of assets primarily pertaining to or required for the performance of its obligations under this Agreement, or its sale or assignment of accounts receivable or subcontracting any of its performance obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns.

15.3 Compliance with Laws. Subscriber agrees that with respect to the Hardware, Application Services and Licensed Technology, Subscriber's use (including the handling and disposal of Hardware subsequently uninstalled from a Vehicle) will comply with all applicable laws, statutes, regulations, ordinances, and rules of governmental authority, and to hold MiFleet harmless from liability or loss by reason of any asserted or established violation of said laws, statutes, regulations, ordinances or rules by Subscriber or anyone Subscriber authorizes to use a vehicle equipped with the Hardware, Application Services or Licensed Technology. MiFleet is not liable for any claims or damages that may arise out of the fact that GPS and/or starter disablement technologies are not permitted, or used in compliance with applicable law, in a particular jurisdiction. Subscriber will not directly or indirectly export, re-export or transmit in violation of any export laws, rules or regulations of Canada or the United States. Where applicable, Subscriber will advise its authorized drivers, employees and contractors that Vehicles are tracked and detailed operating information is collected, stored and reported. If Subscriber has authorized a third-party to receive data and information from MiFleet related to Subscriber's account, including data pertaining to Vehicle location and driver operating behavior, then to the extent MiFleet agrees to provide such data and information, Subscriber agrees that such third party (and not MiFleet) is solely responsible for the handling of that shared data and information, including responsibility for compliance with all laws (including the laws of privacy) pertaining to the sharing, use and retention thereof.

15.4 Notices. Except as otherwise provided in this Agreement, all notices or other communications hereunder to be effective shall be in writing and either delivered in person by a nationally recognized overnight delivery service (with delivery confirmed), or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to Subscriber or to MiFleet at the addresses specified in this Agreement. Notices shall be effective upon receipt (or first attempted delivery, if refused or unclaimed). Either Party may send a notice changing its address for receipt of notices under this Section.

15.5 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties, their successors and permitted assigns. There are no express, implied, legal or equitable rights or benefits conferred upon any third party.

15.6 Independent Contractors. Each Party is an independent contractor and not a partner, joint venturer, or agent of the other, and will have no authority to bind the other to any contract or commitment of any type.

15.7 Promotion. Each Party may use the other Party's name and logo in connection with speaking engagements, Web sites, client proposals and other communications sent to existing and potential customers and others, to the extent necessary to indicate the relationship of the Parties. MiFleet may also document a business case for the technology solution deployed for Subscriber, with Subscriber's review prior to release. Either Party may distribute a press release announcing the execution of this Agreement, with the other Party's prior written consent, which consent will not be unreasonably withheld or delayed, provided no Confidential Information is disclosed.

15.8 Order of Precedence. These Terms and Conditions take precedence over those contained in any Order. Any additional or different terms contained in a Subscriber purchase order whether such terms would materially alter this Agreement, shall be deemed objected to by MiFleet and of no force or effect unless the Parties expressly amend this Agreement in writing. Execution of an Order shall not operate as an amendment to this Agreement.

15.9 Waivers of Default. A Party's waiver of any breach or default shall not be deemed a waiver or modification of any term or condition of this Agreement, a continuing waiver of such breach or default or a waiver of any other breach or default.

15.10 Survival. The expiration or termination of this Agreement shall not terminate vested rights of either Party unless this Agreement expressly specifies otherwise, or release either Party from any liabilities or obligations incurred prior to expiration or termination, or from obligations which by their express terms or by their nature are intended to survive expiration or termination in order to achieve the intent of the Parties.

15.11 Headings. Section headings are solely for the convenience of the Parties, and shall not affect the meaning or interpretation of any term or condition of this Agreement.

15.12 Governing Law and Admissibility. This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without regard to conflicts of law principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any printed or electronic form or copy of this Agreement is admissible in any judicial or administrative proceedings to the same extent as other business documents and records. All suits and claims will be made only in courts located in the State of California.

15.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior oral or written proposals, negotiations and agreements between the Parties relating to the subject matter. No modifications to this Agreement or waivers will be enforceable unless evidenced in writing and signed by both Parties.

15.14 Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court or other forum of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entirety of this Agreement. Unless a failure of consideration would result, the invalid or unenforceable provision will be deemed revised to the minimum extent necessary in order to make this Agreement valid and enforceable (provided this Agreement as revised continues to substantially reflect its original intent).

15.15 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be

executed by the exchange of facsimile or scanned signatures or electronic signature. By signing this Agreement (through electronic acceptance or otherwise), Subscriber agrees to all terms of this Agreement.

THE SIGNED PARTY BELOW ACCEPTS THE TERMS AND CONDITIONS AS DESCRIBED HEREIN AND IS AUTHORIZED TO SIGN AS PARTY HERETO:

NAME: Town of warrenton

ADDRESS:

CITY / STATE/ ZIP:

SIGNED:

DATE:



FEATURES

- » 4G LTE
 - CAT 1: 2/4/5/12
 - CAT 1: 4/13
- » BATTERY 1,000 mAh
- » IGNITION INTERRUPT
- » PEG™ CONFIGURATION
- » PULS™ DEVICE MANAGEMENT
- » OPTIONAL GPIO

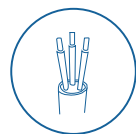
MiFleet 3-Wire Commercial:

CalAmp LMU-2630 | 4G LTE

The LMU-2630 is a compact 3-Wire solution for fleets that offers robust functionality with ECU Data. The 2630 is equipped with PEG™ scripting options for customized usage including Power-Take-Off, backup battery, accelerometer, starter interrupt and more. This solution is ideal for fleets, rentals, heavy-equipment, and other types of transport equipment with Power-Ground.

Benefits:

- Location Based Services
- Intervals: 30-seconds
- Power-Take-Off Options
- Ignition Alerts
- Harsh Driving Alerts
- Battery backup
- 20,000 Message Log
- Optional: Temperature Sensor



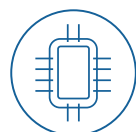
3-Wire Connection

By connecting device directly into the engine you can **obtain valuable data points and be alerted** when they happen.



Power-Take-Off

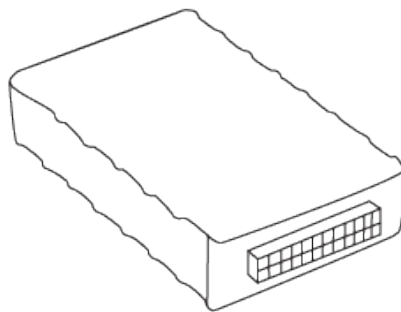
Identify and **monitor equipment movement** in the field and **control access of equipment** with starter interrupt features.



Expandable Features

This solution provides the ultimate universal features list with **PEG™ Scripting for customizing reports, alerts, and accessories.**





CELLULAR NETWORK

North American Variant I LTE Cat 1 HSPA/UMTS	1900 (B2)/AWS 1700 (B4)/850 (B5)/700 (B12) MHz 850 (V)/1900 (II) MHz
North American Variant II LTE Cat 1	LTE Cat 1 AWS 1700 (B4)/700 (B13) MHz
Americas, EU, APAC Variant HSPA/UMTS GSM/GPRS	850 (V)/1900 (II)/2100 (I) MHz 850/900/1800/1900 MHz
Americas Variant HSPA/UMTS GSM/GPRS	850 (V)/1900 (II) MHz 900/1800 MHz
Global Variant GSM/GPRS	GSM/GPRS 850/900/1800/1900 MHz

DATA SUPPORT

SMS, UDP Packet Data, TCP, CalAmp Telematics
Cloud API

SATELLITE LOCATION (GNSS)

Constellation Support	Hybrid GPS, GLONASS, SBAS Engine (WAAS, EGNOS, MSAS, GAGAN)
Channels	31 Channel
Tracking Sensitivity	-162 dBm
Acquisition Sensitivity	-156 dBm (hot start) -148 dBm (cold start)
Location Accuracy	~2.0m CEP Open Sky (GPS SBAS 24 hours static)
Location Update Rate	Up to 4 Hz

AGPS Location Assistance Capable

COMPREHENSIVE I/O

Ignition Inputs	1 fixed bias
Digital Inputs	4 (high/low bias selectable 0-32 VDC)
Digital Outputs	3 (open collector relay 150mA)
Analog Inputs	1 (external ADC input 0-32 VDC)
Accelerometer	Built in, triple-axis (driver behavior, impact detection, motion sensing, tilt detection)
Serial Interface	2 TTL ports
DC Power Output	1 (switched 3.3V)
1-Wire® Interface	1 (driver ID/temperature sense)
Status LEDs	2 (GPS and cellular)

CERTIFICATIONS

FCC, IC, PTCRB, RoHS

ELECTRICAL

Operating voltage	12/24 Vehicle System 9-30 VDC (start-up, operating) 7-32 VDC (momentary)
Power Consumption	Typical <3mA @ 12V (deep sleep) Typical 25mA @ 12 V (radio-active sleep) Typical 50mA @ 12 V (GPS tracking and cell idle)

BATTERY PACK

Battery Capacity	Up to 1000 mAh
Battery Technology	Lithium-ion
Charging Temperature	0° to +45° C

ENVIRONMENTAL

Temperature	-30° to +60° C (connected to primary power) -10° to +60° C (operating on internal battery) -20° to +25° C ≤ 6 months (long term storage with battery)
Humidity	95% RH @ 50° C non-condensing
Shock and Vibration	U.S. Military Standards 202G, 810F, SAE J1455
EMC/EMI	IEC 61000-4-2 (4KV test)

PHYSICAL

Dimensions	3.7 x 2.0 x 0.8" (94 x 53 x 20 mm)
Weight	2.8 oz. (80 g) (w/ 1000 mAh Battery)

CONNECTORS & SIM ACCESS

SIM Access	Internal (2FF SIM)
Power I/O	20-Pin 3mm Pitch
GPS Antenna	Internal/External options (w/ tamper monitoring on external, 3V)
Cellular Antenna	Internal/External options

DEVICE MANAGEMENT

PULS™ Monitor, manage, upgrade firmware, configure and troubleshoot devices remotely.

EMBEDDED INTELLIGENCE ENGINE

PEG™ Update device functionality or develop new on the edge applications.

PRODUCT OPTIONS

I/O wiring harness
200 mAh battery
IP66 enclosure (captive harness)



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

P.O. Box 281
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www.warrenton.nc.gov

Absentee Voting Rationale

The Mayor has tasked the Town Administrator with addressing the expenses associated with maintaining two precincts during elections, costing the Town significant resources. While this change and combination of precincts requires a longer state approval, the Warren County Board of Elections has suggested, in the interim, that the Town adopt a similar measure as the Town of Macon, eliminating One Stop Early Voting.

Because the last election was uncontested, the cost to the Town could reach \$100 per voter, given an average of 65 votes cast.



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**RESOLUTION
TO NOT PARTICIPATE IN ONE STOP EARLY VOTING**

**TOWN OF WARRENTON BOARD OF COMMISSIONERS
STATE OF NORTH CAROLINA
COUNTY OF WARREN**

WHEREAS, The Town of Warrenton, North Carolina Board of Commissioners has the authority and duty to establish and determine the needs of the voters of their municipality based on NCGS 163-226.2 and NCGS 163-302; and

WHEREAS: The current voter registration of the Town of Warrenton does not constitute the need for early voting and mail absentee voting versus the cost of conducting early voting; and

NOW THEREFORE, BE IT RESOLVED; that the Warrenton Town Board of Commissioners does hereby request that the Warren County Board of Elections file this resolution in the minutes of their meeting in addition to providing a copy to the NC State Board of Elections for their records until such time that the needs of the Town of Warrenton change.

Adopted this 9th day of December 2019.

(Seal)

Mayor

ATTEST:

Clerk

§ 163-302. Absentee voting.

(a) In any municipal election, including a primary or general election or referendum, absentee voting may, upon resolution of the municipal governing body, be permitted. Such resolution must be adopted no later than 60 days prior to an election in order to be effective for that election. Any such resolution shall remain effective for all future elections unless repealed no later than 60 days before an election. A copy of all resolutions adopted under this section shall be filed with the State Board of Elections and the county board of elections conducting the election within 10 days of passage in order to be effective. In addition, absentee voting shall be allowed in any referendum on incorporation of a municipality.

(b) The provisions of Articles 20 and 21 of this Chapter shall apply to absentee voting in municipal elections, special district elections, and other elections for an area less than an entire county other than elections for the General Assembly, except that the earliest date by which absentee ballots shall be required to be available for absentee voting in such elections shall be 30 days prior to the primary or election or as quickly following the filing deadline specified in G.S. 163-291(2) or G.S. 163-294(c) as the county board of elections is able to secure the official ballots. In elections on incorporation of a municipality not held at the same time as another election in the same area, the county board of elections shall adopt a special schedule of meetings of the county board of elections to approve absentee ballot applications so as to reduce the cost of the process, and to further implement the last paragraph of G.S. 163-230(2)a. If no application has been received since the last meeting, no meeting shall be held of the county board of elections under such schedule unless the meeting is scheduled for another purpose. If another election is being held in the same area on the same day, or elsewhere in the county, the cost of per diem for meetings of the county board of elections to approve absentee ballots shall not be considered a cost of the election to be billed to the municipality being created. (1971, c. 835, s. 1; 1975, c. 370, s. 1; c. 836; 1977, c. 475, s. 1; 1983, c. 324, s. 6; 1991 (Reg. Sess., 1992), c. 933, s. 1; 2014-111, s. 10; 2017-6, s. 3; 2018-146, s. 3.1(a), (b).)

SUBCHAPTER VII. ABSENTEE VOTING.

Article 20.

Absentee Ballot.

§ 163-226. Who may vote an absentee ballot.

(a) **Who May Vote Absentee Ballot; Generally.** – Any qualified voter of the State may vote by absentee ballot in a statewide primary, general, or special election on constitutional amendments, referenda or bond proposals, and any qualified voter of a county is authorized to vote by absentee ballot in any primary or election conducted by the county board of elections, in the manner provided in this Article.

(b) **Annual Request by Person With Sickness or Physical Disability.** – If the applicant so requests and reports in the application that the voter has a sickness or physical disability that is expected to last the remainder of the calendar year, the application shall constitute a request for an absentee ballot for all of the primaries and elections held during the calendar year when the application is received.

(c) **Absentee Ballots; Exceptions.** – Notwithstanding the authority contained in G.S. 163-226(a), absentee ballots shall not be permitted in fire district elections.

(d) **The Term "Election".** – As used in this Article, unless the context clearly requires otherwise, the term "election" includes a general, primary, second primary, runoff election, bond election, referendum, or special election.

(e) **The Term "Verifiable Legal Guardian."** – An individual appointed guardian under Chapter 35A of the General Statutes. For a corporation appointed as a guardian under that Chapter, the corporation may submit a list of 10 named individuals to the State Board of Elections who may act for that corporation under this Article. (1939, c. 159, s. 1; 1963, c. 457, s. 1; 1967, c. 775, s. 1; c. 952, s. 1; 1973, c. 536, s. 1; c. 1018; 1977, c. 469, s. 1; 1979, c. 140, s. 1; 1995 (Reg. Sess., 1996), c. 561, s. 1; c. 734, s. 5; 1999-455, s. 1; 2001-337, s. 1; 2001-507, s. 1; 2013-381, s. 4.5; 2017-6, s. 3; 2018-146, s. 3.1(a), (b).)

Warrenton Budget Amendment

Date: 12/9/2019

Number: 13

Purpose of Amendment: Surplus Revenues from Sales Tax

Fund Name: Fund 37

Revenue

Account Title/Number:	Increase Amount	Decrease Amount
37-320-321 Annual Sales Tax Refund	\$12,000	

Subtotal \$ 12,000 0
 Total \$ 12,000
 Grand Total 0

Expenditure

Account Title/Number:	Increase Amount	Decrease Amount
37-401-499 Miscellaneous Expense	\$12,000	

Subtotal \$ 12,000 0
 Total \$ 12,000



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Preliminary Audit Report 2018-19

The auditor has concluded the FY 2018-19 audit with zero “findings”, which means that Town financial operations are in excellent order.

Definitions

- *Restricted for Stabilization by State Statute* – portion of fund balance that is restricted by state statute (G.S. 159-8(a)).
- *Unassigned Fund Balance* – Portion of fund balance that has not been restricted, committed, or assigned to specific purposes or other funds.

General Fund

The Town has officially adopted a fund balance policy to maintain an available fund balance of 45% of the general fund expenditures.

- The increase in Fund Balance for General Fund over prior year was \$144,172, which includes \$110,801 in savings from expenses and \$33,371 in transfers from WWTP.
- At the end of the current fiscal year, Unassigned Fund Balance for the General Fund was \$857,562, or 81.21% of total general fund expenditures for the fiscal year.
- The Restricted by State Statute Fund Balance totals \$164,574.
- The combined total for both Restricted and Unassigned equals \$1,022,136.

Water Sewer Fund

- The Water and Sewer Fund Balance amounts to \$628,523, which is restricted to water and sewer activities only. This amount represents a decrease of (\$40,380) primarily due to partial repayment of the WWTP loan to the General Fund.