



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

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

**BOARD OF COMMISSIONERS REGULAR MEETING
7:00 PM NOVEMBER 8, 2021
AGENDA**

Regular Meeting

1. Call to Order, Pledge of Allegiance and Moment of Silence
2. Conflict of Interest Statement, Proposed Agenda
3. Public Comments
4. Minutes of Board Meeting on October 11, 2021
5. Minutes of Called Meeting on October 22, 2021
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
 - f. Response to Questions from Ms. Roberts
 - g. Letter to Hayley Street Property Owner – for information
 - h. Diversity, Equity and Inclusion at Armory – for information
7. Committee Reports
 - a. Finance and Administration (Ms. Hunter)
 - b. Public Works (Ms. Harding)
 - c. Public Safety (Ms. Scott)
 - d. Human Resources/Information Technology (Mr. Blalock)
 - e. Revitalization/Historic District Commission (Mr. Coffman)
 - f. Beautification/Facilities (Ms. Britt)
 - g. Planning/Zoning/Annexation (Mr. Wethington)
8. Old Business
 - a. Status of Grants – for information
 - b. Paving of walking trail at the Hayley-Haywood Park – for information or consideration
 - c. Budget Amendment - NC IDEA Grant revenue and expenditures – for consideration
 - d. Grant Project Ordinance (EPA Brownfield) – for consideration
 - e. LBP and Asbestos Inspection Contract (Neighborhood revitalization) – for consideration
 - f. Grant Project Ordinance (Main Street Solutions Fund – 120 S. Main) – for consideration
 - g. ARP Funding and Expenditure Update – for information
 - h. Resolution to Receive ARP Funds – for consideration
9. New Business
 - a. Historical Marker Presentation – for consideration
 - b. Agreement for IT Services from Newcomb Tech – for consideration
 - c. Agreement from Invoice Cloud for Online Utility Payments – for consideration
 - d. Downtown Ordinance Review – for information or consideration
 - e. Preliminary research on Minimum Housing Standard – for information
10. Announcements
11. Adjournment

Conflict of Interest Disclaimer

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

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

Citizen Comments

Rules for Citizen Comments

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

Town of Warrenton
Board of Commissioners



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

P.O. Box 281
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Sunshine List

The Town of Warrenton maintains a Sunshine List. Upon request, any person may be added to the Sunshine List to receive notifications of public meetings as well as information disseminated for public meetings.

To be added to the Sunshine List send your request via email to townadministrator@warrenton.nc.gov.

Walter M. Gardner, Jr.
Mayor

Robert F. Davie
Town Administrator

Town of Warrenton

"Historically Great - Progressively Strong"

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BOARD OF COMMISSIONERS REGULAR MEETING

OCTOBER 11, 2021

Those attending were Mayor Walter Gardner	Robert Davie, Town Administrator
Commissioner Mary Hunter	Police Chief Goble Lane
Commissioner Michael Coffman	Jennifer Harris – Warren Record
Commissioner Mark Wethington	William “Bill” Perkinson, Public Works
Commissioner Kimberly Harding	Annette Silver, Minute Taker
Commissioner John Blalock	
Commissioner Edna Scott	

Commissioner Margaret Britt was absent from meeting. There were several citizens participating by zoom and 2 citizens present at Town Hall.

Call To Order – Pledge of Allegiance – Moment of Silence

Mayor Gardner called to order the regular monthly meeting of Town of Warrenton at 7:00pm. The Pledge of Allegiance was led by Commissioner Wethington. A Moment of Silence was held for those in need locally and elsewhere.

Conflict of Interest Statement - Proposed Agenda

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

Public Comments

Public Comments were voiced by Ms. Yvette Roberts of Hayley Street via Zoom. She had not received answers to some of her previous concerns and also voiced new concerns over Hayley Street, Hayley-Haywood Park and Frontier Warren. Mayor Gardner asked Ms. Roberts if she would submit her concerns/questions by email if she wants answers, noting that email addresses were available on the Town website. The owner, of planned Play D’Out LLC had some questions concerning his application for a game room permit. Mayor Gardner explained that his concerns were to be addressed later in the meeting under New Business.

Minutes of August 9, 2021 (revised)

The Minutes of August 9, 2021 (revised) were presented. A motion was made by Commissioner Coffman with second by Commissioner Wethington to approve the Minutes. The motion was approved by unanimous vote.

Minutes of September 13, 2021

The Minutes of September 13, 2021 were presented. A motion was made by Commissioner Wethington with second by Commissioner Coffman to approve the Minutes. The motion was approved by unanimous vote.

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

The Consent Agenda was presented. A motion was made by Commissioner Blalock with second by Commissioner Hunter to approve the Consent Agenda. The motion was approved by unanimous vote.

COMMITTEE REPORTS

Planning/Zoning/Annexation Commissioner Wethington reported no meetings of the Planning Board or Zoning Board, but asked the Town Administrator to report on any updates to the parking lot project. Mr. Davie stated he is waiting for a third quote from an engineering firm. Two quotes have been received, one for over \$308,000 which included an estimate of engineering at \$137,000 and another engineering quote for \$22,000. A difference in the quotes was due to one including administration of a USDA grant. A survey has been done by the current property owner but a topography report is needed and is included in the engineering quotations.

Beautification/Facilities In absence of Commissioner Britt it was reported that the flowers have been changed out in the downtown planters.

Revitalization/ Historic District Commission Commissioner Coffman had no report from Historic District. Nothing on Revitalization Committee except Commissioner Coffman is working with Rotary Club on the Christmas Parade Saturday, December 11, 2021. The Mayor noted that the Fireman's Association will place luminary lights on the courthouse square Sunday, December 12, 2021 for the NC Burn Center.

Human Resources/Information Technology Commissioner Blalock reported a diversity, equity and inclusion report would be discussed later in meeting.

Public Safety Commissioner Scott reported Halloween would be observed Saturday, October 30 in Town. Commissioner Scott also reported that the Fire Inspection is set for October 14, 2021.

Public Works Commissioner Harding reported in addition to regular actions a Sewer Collection System Capital Improvement Plan (CIP) update for the Fiscal Years 2021/2022 through 2026/2027 was provided by Town Administrator at the meeting. Mr. Davie noted that the CIP shows a plan for five years and was created with support from Rural Water and at no cost to the Town. This CIP is need to apply for upcoming grant opportunities. A motion was made by Commissioner Coffman with second by Commissioner Blalock to adopt the Sewer Collection System Capital Improvement Plan. The motion was approved by unanimous vote.

Finance and Administration Commissioner Hunter had no report in addition to those submitted.

OLD BUSINESS

Status of Grants

Fund 53 NC Commerce Main Street Downtown Redevelopment

Milano's There is still a pending meeting. Project received extension to June 30, 2022 Costs to complete are being gathered by property owner for October meeting.

Fund 55 (NC DEQ Water Infrastructure WWTP) Anticipate work to be completed by November 2021.

Fund 67 NC Neighborhood Revitalization Program Awaiting responses for RFP on lead based paint analysis of properties.

Fund 69 Volkswagen Settlement Grant Waiting on delivery of dump truck still tentatively end of calendar year.

Brownfield Grant Kickoff meeting held with Cardno (engineer) and EPA and NC DEQ.

NC IDEA – Ice House Grant Town awarded \$5,000 from NC IDEA to pay for teachers for two Ice House classes. The first cohort will begin in October 2021. Korita Steverson, a certified teacher of Ice House, will teach the classes.

Mr. Davie reported that the balance due to Town of Warrenton from Town of Norlina for WWTP Service totals \$31,438.46.

Paving of walking trail at the Hayley-Haywood Park was discussed. Commissioner Scott voiced concerns of possible injuries to persons walking because of track condition after \$4200 has been spent on track improvements. She suggested town fund matching with potential contributions from churches and citizens. Commissioner Blalock suggested inquiring into materials used at the Henderson YMCA track. Commissioner Coffman suggested contacting the Warren County Recreation department for advice and contacts. Town Administrator will investigate various types of materials for walking tracks.

Commissioner Blalock indicated that the Town Administrator has investigated seminars and/or classes concerning diversity, equity and inclusion training available in the area. Example from Hillsborough, NC was mentioned. The Kerr Tar Council of Governments is offering a program locally at no charge. The North Carolina League of Municipalities (NCLM) is offering two programs in the \$5000 range. It was agreed that Mayor Gardner would investigate Kerr Tar DEI Training scheduled for Warren County in early December. It was agreed by all that Town staff and elected officials could benefit from taking the course. It was noted that the February 2021 goal-setting workshop addressed this training as a priority.

A Grant Project Ordinance for the NC IDEA grant was presented for consideration. The \$5,000 in grant funding is to be used for procuring teaching services for two entrepreneurial classes known as Ice House. A motion was made by Commissioner Blalock with second by Commissioner Coffman to approve the Ordinance for the Ice House classes. The motion was approved by unanimous vote. A motion was made by Commissioner Coffman with second by Commissioner Blalock for Mayor Gardner and Town Administrator to sign the NC IDEA Grant Agreement. The motion was approved by unanimous vote.

NEW BUSINESS

An application was presented for a Game Room for children to be located on Hall Street and owned by Play D'Out LLC. There was discussion about the proximity to a bar also located in the same building. And the required distance between Game Rooms in the shopping center across the street was discussed. A motion was made by Commissioner Blalock with second by Commissioner Coffman to tentatively approve the Game Room contingent upon compliance with Town Ordinances regarding distance between Game Rooms. Commissioner Hunter expressed concern that a bar is in such close proximity to the proposed game room. The owner stated that times of operation were not the same as the bar next door. The owner further stated that if this arcade/game room opens, it will be located in the current bar space, which is not leased at this time. With the contingency, the motion was approved by unanimous vote.

A Service Agreement for WWTP SCADA System was presented. Public Works Director informed Board that the company has been used by Town for several years with no problems. The system is a very sophisticated system and is vital to operation of the plant. It was noted that the service Agreement is pro-rated for the current Fiscal Year at a cost of \$9000 which will be shared by the three partners. A motion was made by Commissioner Coffman with second by Commissioner Harding to approve the SCADA System contract. The motion was approved by unanimous vote.

Mr. Sam Fletcher requested permission to plant a Star Magnolia and place a small stone marker near the walking path at Hayley-Haywood Park in memory of his wife Sylvia Fletcher. A motion was made by Commissioner Coffman with second by Commissioner Hunter to approve the request. The motion was approved by unanimous vote.

With no further business the meeting was adjourned.

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Mayor

Robert F. Davie
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BOARD OF COMMISSIONERS CALLED MEETING FRIDAY, OCTOBER 22, 2021, 1:15 PM

Attending were Mayor Walter Gardner, Robert Davie – Town Administrator, Commissioners: Margaret Britt, Michael Coffman, Mark Wethington, Mary Hunter, Kimberly Harding and Edna Scott. Commissioner Blalock was absent. No citizens were in attendance.

The meeting was called to order by Mayor Gardner at 1:15 PM on Friday, October 22, 2021. The purpose of the called meeting was to consider an engineering agreement for a proposed parking lot. Commissioner Wethington inquired about the comprehensiveness of the agreement and Mr. Davie stated that if offered a turnkey solution. Commissioner Harding asked if gravel, as an alternative solution to asphalt, could be an option for saving money on the parking lot expenses. Mr. Davie stated that such a request could be included in a future bid packet as an option for bidders to quote.

A motion was made by Commissioner Wethington to approve the agreement and authorize signatures. A second to the motion was made by Commissioner Hunter. The motion was approved by a unanimous vote.

With no further business meeting was adjourned.

Budget vs Actual

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Period Ending 10/31/2021

34 FRONTIER WARREN							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
Revenues							
34-335-341 NC IDEA Grant Revenue	5,000	0.00	0.00	5,000.00	0.00	100%	
34-335-344 Contribution from WC to Frontier Warren	10,000	0.00	0.00	0.00	(10,000.00)		
34-351-422 Rent Paid to Town Frontier Warren	24,000	1,480.00	1,480.00	9,340.00	(14,660.00)	39%	
34-352-363 Donations	2,000	47.25	47.25	207.75	(1,792.25)	10%	
Revenues Totals:	41,000	1,527.25	1,527.25	14,547.75	(26,452.25)	35%	
Expenses							
34-405-203 Supplies	691	204.40	204.40	646.51	44.49	94%	
34-405-250 Lights/Heat/Security	4,000	777.32	777.32	1,982.46	2,017.54	50%	
34-405-251 Telephone/Internet	3,000	103.97	103.97	979.79	2,020.21	33%	
34-405-255 Bldg Maint/Clean Srvs	2,500	630.00	630.00	1,440.00	1,060.00	58%	
34-405-309 Advertising	1,500	0.00	0.00	0.00	1,500.00		
34-405-332 Signs below \$5,000	500	0.00	0.00	0.00	500.00		
34-405-400 Liability Insurance	30	0.00	0.00	7.50	22.50	25%	
34-405-422 Rent Paid by Town	36,000	3,000.00	3,000.00	15,000.00	21,000.00	42%	
34-405-499 Miscellaneous	779	0.00	0.00	300.00	479.00	39%	
Non-Departmental Totals:	49,000	4,715.69	4,715.69	20,356.26	28,643.74	42%	
34-431-700 NC IDEA Grant Expense	5,000	1,250.00	1,250.00	1,250.00	3,750.00	25%	
Totals:	5,000	1,250.00	1,250.00	1,250.00	3,750.00	25%	
Expenses Totals:	54,000	5,965.69	5,965.69	21,606.26	32,393.74	40%	
34 FRONTIER WARREN	Revenues Over/(Under) Expenses:		(4,413.44)	(4,413.44)	(6,800.01)		

Budget vs Actual

Town of Warrenton
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Period Ending 10/31/2021

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
Revenues							
37-302-301 Ad Valorem Taxes - Current	403,379	0.00	0.00	30,044.88	(373,334.12)	7%	
37-302-302 Ad Valorem Taxes - Prior Year	6,000	0.00	0.00	3,117.36	(2,882.64)	52%	
37-302-303 Ad Valorem Taxes - all other prior years	3,000	0.00	0.00	1,427.88	(1,572.12)	48%	
37-302-304 Ad Valorem Taxes - Penalties & Interest	1,800	0.00	0.00	957.02	(842.98)	53%	
37-307-310 Motor Vehicles - Current	36,007	0.00	0.00	11,551.73	(24,455.27)	32%	
37-320-320 Local Option Sales Tax Monthly	270,000	26,315.22	26,315.22	103,357.84	(166,642.16)	38%	
37-325-325 Utility Franchise Tax Quarterly	86,000	0.00	0.00	19,000.43	(66,999.57)	22%	
37-325-326 Beer & Wine Tax Annual	3,600	0.00	0.00	0.00	(3,600.00)		
37-325-328 Refund of Gas Tax paid monthly	1,000	0.00	0.00	462.08	(537.92)	46%	
37-325-329 PD Narcotics Tax	100	0.00	0.00	0.00	(100.00)		
37-335-335 Powell Bill	24,128	0.00	0.00	12,444.22	(11,683.78)	52%	
37-345-345 Zone Board of Adj	500	25.00	25.00	50.00	(450.00)	10%	
37-345-346 Code Enforcement	2,750	550.00	550.00	1,475.00	(1,275.00)	54%	
37-351-350 Run Warrenton 5K	2,500	0.00	0.00	0.00	(2,500.00)		
37-351-353 Landfill Fees Residential	180,480	15,549.46	15,549.46	61,745.21	(118,734.79)	34%	
37-351-355 Cemetery Fees	1,400	0.00	0.00	0.00	(1,400.00)		
37-351-356 Police Rpt Fees	50	0.00	0.00	10.00	(40.00)	20%	
37-351-357 Court Fees	300	31.50	31.50	108.00	(192.00)	36%	
37-351-360 Cell Tower Rent	29,400	0.00	0.00	8,085.00	(21,315.00)	28%	
37-351-361 Parking/Ordinance Collections PD	250	0.00	0.00	50.00	(200.00)	20%	
37-351-401 Debt Setoff Landfill	100	0.00	0.00	53.00	(47.00)	53%	
37-365-001 Interest Income	50	0.00	0.00	4.77	(45.23)	10%	
37-365-351 Revitalization Comm	9,500	0.00	0.00	20.00	(9,480.00)	0%	
37-365-358 Branded Merchandise for Sales	500	0.00	0.00	0.00	(500.00)		
37-365-366 Surplus Property	1,500	0.00	0.00	7,260.00	5,760.00	484%	

Budget vs Actual

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Period Ending 10/31/2021

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-365-370 WWTP 25% of GF Exp	44,247	0.00	0.00	10,633.79	(33,613.21)	24%	
37-365-371 WS 25% of GF Exp	87,356	0.00	0.00	25,273.03	(62,082.97)	29%	
37-365-401 Mis/Revenue/License Tags	100	0.00	0.00	0.00	(100.00)		
37-365-410 Interest Investment NCCMT	500	0.00	0.00	13.08	(486.92)	3%	
37-365-501 Misc Revenue POLICE	500	0.00	0.00	0.00	(500.00)		
37-395-396 Apropriated Fund Balance (Budget Only)	78,102	0.00	0.00	0.00	(78,102.00)		
Revenues Totals:	1,275,099	42,471.18	42,471.18	297,144.32	(977,954.68)	23%	
Expenses							
37-401-010 Salary - Full Time	128,031	12,192.78	12,192.78	42,768.72	85,262.28	33%	
37-401-012 Salary - Adm Assistant	47,353	5,400.00	5,400.00	16,200.00	31,153.00	34%	
37-401-020 ER-FICA Taxes	9,747	931.90	931.90	3,269.26	6,477.74	34%	
37-401-021 ER-FICA Taxes - Adm Assistant	3,623	412.26	412.26	1,236.78	2,386.22	34%	
37-401-030 ER-Retirement - Orbit	31,806	3,201.89	3,201.89	10,732.31	21,073.69	34%	
37-401-040 ER-Health Insurance	24,780	1,921.20	1,921.20	9,607.59	15,172.41	39%	
37-401-050 ER-Life Insurance	504	48.00	48.00	240.00	264.00	48%	
37-401-060 ER-Workman's Comp	400	0.00	0.00	326.20	73.80	82%	
37-401-200 Travel Expense	1,200	0.00	0.00	0.00	1,200.00		
37-401-203 Supplies	5,000	259.18	259.18	775.00	4,225.00	16%	
37-401-250 Light, Heat & Security	12,000	242.36	242.36	1,917.73	10,082.27	16%	
37-401-251 Telephone & Postage	3,000	215.33	215.33	898.23	2,101.77	30%	
37-401-255 Bldg. Maint/ Clean SVS	6,000	(1,978.22)	(1,978.22)	(54.32)	6,054.32	-1%	
37-401-256 Bank Fees/ Petty Cash	1,500	0.00	0.00	700.00	800.00	47%	
37-401-295 Training	1,400	0.00	0.00	325.00	1,075.00	23%	
37-401-301 Computer Maint	3,600	346.33	346.33	1,177.86	2,422.14	33%	
37-401-302 Software Support	2,675	29.98	29.98	1,469.11	1,205.89	55%	
37-401-304 Website	1,575	1,200.00	1,200.00	1,575.00	0.00	100%	
37-401-306 Awning 25% Fund	500	0.00	0.00	0.00	500.00		
37-401-307 Special Events	500	0.00	0.00	0.00	500.00		

Budget vs Actual

Town of Warrenton
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Period Ending 10/31/2021

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-401-309 Advertising	1,300	0.00	0.00	87.33	1,212.67	7%	
37-401-310 Dues & Subscriptions	2,800	138.00	138.00	2,059.00	741.00	74%	
37-401-325 NC Sales/Use Tax Paid (No Tax)	700	223.66	223.66	297.40	402.60	42%	
37-401-400 Liability Insurance	7,072	0.00	0.00	1,598.23	5,473.77	23%	
37-401-401 County Tax Collection Svs	8,000	0.00	0.00	1,009.50	6,990.50	13%	
37-401-405 Audit Expense	9,200	0.00	0.00	4,150.00	5,050.00	45%	
37-401-410 Election Cost	3,200	0.00	0.00	0.00	3,200.00		
37-401-415 Economic Development	12,000	1,000.00	1,000.00	5,000.00	7,000.00	42%	
37-401-420 Attorney Fees	28,500	0.00	0.00	17,000.00	11,500.00	60%	
37-401-499 Miscellaneous Expense	3,000	(569.58)	(569.58)	(546.25)	3,546.25	-18%	
37-401-700 WDRI Grant Expense	132	0.00	0.00	0.00	132.00		
37-401-801 Town Hall Roof Loan-Principal	5,416	0.00	0.00	1,286.85	4,129.15	24%	
37-401-803 USDA Town Hall/WS Loan Principal	4,430	0.00	0.00	0.00	4,430.00		
37-401-831 Town Hall Roof Loan - Interest Admin	252	0.00	0.00	129.90	122.10	52%	
37-401-833 USDA Town Hall/WS Loan Interest	2,850	0.00	0.00	0.00	2,850.00		
37-401-998 Contingency	1,000	0.00	0.00	0.00	1,000.00		
General Government Totals:	375,046	25,215.07	25,215.07	125,236.43	249,809.57	33%	
37-402-014 Mayor Part Time Salary	1,500	125.00	125.00	500.00	1,000.00	33%	
37-402-020 ER - FICA TAXES	115	9.56	9.56	38.24	76.76	33%	
37-402-200 Travel Expense	500	0.00	0.00	0.00	500.00		
37-402-295 Training	225	0.00	0.00	0.00	225.00		
37-402-402 Commission offsite meetings	50	0.00	0.00	0.00	50.00		
Governing Body Totals:	2,390	134.56	134.56	538.24	1,851.76	23%	
37-405-407 Branded Clothing Sales	500	0.00	0.00	0.00	500.00		
37-405-430 Historic District Comm	14,870	0.00	0.00	1,480.00	13,390.00	10%	
37-405-440 Run Warrenton 5K	2,500	0.00	0.00	0.00	2,500.00		

Budget vs Actual

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Period Ending 10/31/2021

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-405-450 Revitalization Comm	9,500	384.00	384.00	444.00	9,056.00	5%	
37-405-470 Small Town Maint St	2,200	0.00	0.00	375.00	1,825.00	17%	
Non-Departmental Totals:	29,570	384.00	384.00	2,299.00	27,271.00	8%	
37-501-010 SALARY FULL TIME	217,173	22,660.62	22,660.62	73,702.31	143,470.69	34%	
37-501-014 Salary - Part Time	10,000	1,159.71	1,159.71	1,947.71	8,052.29	19%	
37-501-016 Police Clerical Salary	34,795	4,015.20	4,015.20	12,045.60	22,749.40	35%	
37-501-019 Salary - Over-Time	5,000	327.84	327.84	1,338.68	3,661.32	27%	
37-501-020 ER-FICA Taxes	20,066	2,132.84	2,132.84	6,746.12	13,319.88	34%	
37-501-030 ER - Retirement Orbit	48,440	5,073.27	5,073.27	16,367.52	32,072.48	34%	
37-501-031 ER - 401K 5%	10,912	1,149.42	1,149.42	3,752.05	7,159.95	34%	
37-501-040 ER - Health Insurance	38,960	3,201.95	3,201.95	16,012.40	22,947.60	41%	
37-501-050 ER - Life Insurance	1,010	96.00	96.00	480.00	530.00	48%	
37-501-060 ER - Workman's Comp	6,420	0.00	0.00	4,600.47	1,819.53	72%	
37-501-200 Travel Expense	1,000	0.00	0.00	40.16	959.84	4%	
37-501-203 Supplies	3,000	187.50	187.50	805.15	2,194.85	27%	
37-501-204 Uniforms	2,000	0.00	0.00	627.35	1,372.65	31%	
37-501-205 Equipment & Material	3,000	63.74	63.74	281.62	2,718.38	9%	
37-501-250 Light, Heat & Security	10,908	199.79	199.79	1,664.95	9,243.05	15%	
37-501-251 Telephone & Postage	9,387	226.79	226.79	2,638.22	6,748.78	28%	
37-501-252 Fuel	14,000	1,942.68	1,942.68	8,058.27	5,941.73	58%	
37-501-255 Bldg Maint/Clean Svs	5,904	(1,256.55)	(1,256.55)	667.35	5,236.65	11%	
37-501-295 Training	2,000	0.00	0.00	0.00	2,000.00		
37-501-301 Computer Maint	5,606	388.00	388.00	1,387.00	4,219.00	25%	
37-501-302 Software Support	6,665	0.00	0.00	5,774.11	890.89	87%	
37-501-351 Maint & Repair Equip	3,000	(186.14)	(186.14)	0.77	2,999.23	0%	
37-501-370 2019 Dodge Car 100	1,000	0.00	0.00	31.04	968.96	3%	
37-501-371 2017 Dodge Car 200	1,000	104.90	104.90	464.60	535.40	46%	
37-501-372 2016 Dodge Car 300	1,000	41.05	41.05	161.05	838.95	16%	
37-501-373 2017 Dodge Car 400	1,000	0.00	0.00	65.61	934.39	7%	

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37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-501-374 2010 Ford Car 500	1,000	0.00	0.00	0.00	1,000.00		
37-501-375 2008 Ford Car 600	1,000	0.00	0.00	0.00	1,000.00		
37-501-376 2019 Dodge Car 700	1,000	46.71	46.71	517.71	482.29	52%	
37-501-400 Liability Insurance	12,400	0.00	0.00	3,210.42	9,189.58	26%	
37-501-415 Police Shots Medical	500	0.00	0.00	0.00	500.00		
37-501-433 COP Program	500	0.00	0.00	0.00	500.00		
37-501-436 PD Narcotics Tax/Proceeds	142	0.00	0.00	0.00	142.00		
37-501-499 Miscellaneous	4,660	(1,291.24)	(1,291.24)	(895.32)	5,555.32	-19%	
37-501-801 Town Hall Roof Loan Principal	5,280	0.00	0.00	1,286.88	3,993.12	24%	
37-501-802 Police 2017 Cars Loan Principal (USDA)	4,206	0.00	0.00	4,206.00	0.00	100%	
37-501-803 Police Security Camera Loan Principal (USDA)	1,243	0.00	0.00	0.00	1,243.00		
37-501-804 Police 2019 Cars Loan Principal (USDA)	4,545	0.00	0.00	0.00	4,545.00		
37-501-831 Town Hall Roof Loan - Interest PD	388	0.00	0.00	129.93	258.07	33%	
37-501-832 Police 2017 Cars Loan Interest (USDA)	574	0.00	0.00	574.00	0.00	100%	
37-501-833 Police Security Camera Loan Interest (USDA)	91	0.00	0.00	0.00	91.00		
37-501-834 Police 2019 Cars Loan Interest (USDA)	882	0.00	0.00	0.00	882.00		
Police Department Totals:	501,657	40,284.08	40,284.08	168,689.73	332,967.27	34%	
37-601-014 Salary - Part Time Code Enforcement	3,000	535.50	535.50	1,706.81	1,293.19	57%	
37-601-020 ER-FICA Taxes	230	40.97	40.97	87.79	142.21	38%	
37-601-252 Fuel/Truck Expense/Insurance	435	0.00	0.00	0.00	435.00		
37-601-352 Vehicle Maintenance	200	0.00	0.00	0.00	200.00		
37-601-437 Contract Srvs Fire Protection	70,000	5,833.33	5,833.33	23,333.32	46,666.68	33%	
37-601-475 Donation to Town Fire	1,500	0.00	0.00	0.00	1,500.00		

Budget vs Actual

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37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-601-476 Code Enforcement Exp	5,300	5,000.00	5,000.00	5,000.00	300.00	94%	
37-601-710 Fire Museum Expense	10,000	0.00	0.00	0.00	10,000.00		
Fire Totals:	90,665	11,409.80	11,409.80	30,127.92	60,537.08	33%	
37-651-330 Christmas Lights/Santa House	600	0.00	0.00	0.00	600.00		
37-651-331 Haley Haywood Park	1,650	25.57	25.57	25.57	1,624.43	2%	
37-651-332 Signs below \$5,000	2,500	0.00	0.00	0.00	2,500.00		
37-651-333 Street Beautification - Below \$5,000	4,765	605.72	605.72	1,015.36	3,749.64	21%	
37-651-335 Street Lighting Electric Bill	23,000	1,806.91	1,806.91	7,227.64	15,772.36	31%	
Signs and Lights Totals:	32,515	2,438.20	2,438.20	8,268.57	24,246.43	25%	
37-701-010 Salary - Full Time	56,378	4,926.33	4,926.33	15,061.07	41,316.93	27%	
37-701-014 Salary - Part Time	16,316	1,709.19	1,709.19	5,129.04	11,186.96	31%	
37-701-019 Over-Time	1,274	0.00	0.00	61.55	1,212.45	5%	
37-701-020 ER-FICA Taxes	5,659	505.83	505.83	1,543.90	4,115.10	27%	
37-701-030 ER - Retirement - Orbit	13,832	1,207.65	1,207.65	3,668.12	10,163.88	27%	
37-701-040 ER-Health Insurance	14,114	846.21	846.21	4,222.52	9,891.48	30%	
37-701-050 ER-Life Insurance	269	26.24	26.24	124.20	144.80	46%	
37-701-060 ER-Workman's Comp	1,837	0.00	0.00	1,836.17	0.83	100%	
37-701-203 Supplies	3,503	226.70	226.70	1,437.24	2,065.76	41%	
37-701-204 Uniforms	3,720	324.16	324.16	698.68	3,021.32	19%	
37-701-251 Telephone & Postage	936	0.00	0.00	229.11	706.89	24%	
37-701-252 Fuel	8,000	1,019.26	1,019.26	2,207.29	5,792.71	28%	
37-701-256 Street Maintenance	33,481	4,900.00	4,900.00	14,458.00	19,023.00	43%	
37-701-312 Tree Removal	1,200	0.00	0.00	500.00	700.00	42%	
37-701-351 Maint & Repair Equip	9,187	4,983.18	4,983.18	5,138.01	4,048.99	56%	
37-701-352 Vehicle Maintenance	5,028	1,830.21	1,830.21	5,027.89	0.11	100%	
37-701-400 Liability Insurance	6,328	0.00	0.00	1,581.51	4,746.49	25%	
37-701-431 Street Debris Disposal	2,500	1,000.00	1,000.00	1,000.00	1,500.00	40%	
Streets Totals:	183,562	23,504.96	23,504.96	63,924.30	119,637.70	35%	

Budget vs Actual

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37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-710-361 Maint & Repair POWELL BILL	18,167	0.00	0.00	0.00	18,167.00		
37-710-405 Audit Expense POWELL BILL	100	0.00	0.00	0.00	100.00		
37-710-810 BB&T Battle Ave Sewer Loan POWELL - Prin	5,637	0.00	0.00	0.00	5,637.00		
37-710-830 BB&T Battle Ave Sewer Loan POWELL - Int	224	0.00	0.00	0.00	224.00		
Powell Bill Totals:	24,128	0.00	0.00	0.00	24,128.00		
37-801-010 Salary - Full Time Sanitation	48,527	5,599.08	5,599.08	16,797.24	31,729.76	35%	
37-801-019 Salary - Over Time Sanitation	678	0.00	0.00	0.00	678.00		
37-801-020 ER - FICA Sanitation	3,764	419.10	419.10	1,257.32	2,506.68	33%	
37-801-030 ER - Retirement - Orbit Sanitation	9,201	1,019.04	1,019.04	3,057.12	6,143.88	33%	
37-801-040 ER - Health Insurance	11,101	857.37	857.37	4,287.77	6,813.23	39%	
37-801-050 ER - Life Insurance	227	21.60	21.60	108.00	119.00	48%	
37-801-060 Workman's Compensation	4,080	0.00	0.00	4,079.31	0.69	100%	
37-801-203 Supplies	750	0.00	0.00	269.40	480.60	36%	
37-801-204 Uniforms	2,196	236.61	236.61	504.98	1,691.02	23%	
37-801-251 Telephone & Postage	516	0.00	0.00	123.14	392.86	24%	
37-801-252 Fuel	3,000	338.91	338.91	801.96	2,198.04	27%	
37-801-350 Landfull Fees	19,300	1,514.20	1,514.20	7,022.94	12,277.06	36%	
37-801-352 Vehicle Maintenance	377	0.00	0.00	210.00	167.00	56%	
37-801-400 Liability Insurance	3,555	0.00	0.00	2,298.62	1,256.38	65%	
Sanitation Totals:	107,272	10,005.91	10,005.91	40,817.80	66,454.20	38%	
37-901-889 Transfer Out to USDA Loan Reserve	1,883	0.00	0.00	0.00	1,883.00		
Transfers Out Totals:	1,883	0.00	0.00	0.00	1,883.00		
Expenses Totals:	1,348,688	113,376.58	113,376.58	439,901.99	908,786.01	33%	
37 GENERAL FUND Revenues Over/(Under) Expenses:		(71,602.30)	(71,602.30)	(145,085.09)			

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38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
Revenues							
38-351-401 Water Sales	776,347	58,848.03	58,848.03	255,124.41	(521,222.59)	33%	
38-351-402 Debt Setoff WATER	302	0.00	0.00	37.37	(264.63)	12%	
38-351-404 Sewer Services	594,414	41,801.39	41,801.39	189,497.96	(404,916.04)	32%	
38-351-407 Debt Setoff SEWER	501	0.00	0.00	41.74	(459.26)	8%	
38-351-408 Town Taps	4,616	246.77	246.77	5,195.31	579.31	113%	
38-351-416 Dis/Reconnection Fee	7,320	450.26	450.26	3,117.32	(4,202.68)	43%	
38-351-417 Fire Sprinkler	2,253	146.40	146.40	717.96	(1,535.04)	32%	
38-351-418 Late Fees/Penalty/Cut Off	12,741	0.00	0.00	46.38	(12,694.62)	0%	
38-351-419 Returned Check Fee	430	0.00	0.00	75.00	(355.00)	17%	
38-351-420 Debt Setoff Late Fees/Penalty/Cut Off	27	0.00	0.00	55.00	28.00	204%	
38-365-001 Interest Income	26	0.00	0.00	9.52	(16.48)	37%	
38-365-421 Account Activation Fee	2,875	200.00	200.00	1,100.00	(1,775.00)	38%	
38-365-851 Misc Revenue WATER	63	0.00	0.00	1.50	(61.50)	2%	
Revenues Totals:	1,401,915	101,692.85	101,692.85	455,019.47	(946,895.53)	32%	
Expenses							
38-851-010 Salary Full Time	97,849	9,937.25	9,937.25	29,732.71	68,116.29	30%	
38-851-014 Salary - Part Time	18,194	1,962.15	1,962.15	5,940.72	12,253.28	33%	
38-851-019 Salary Over-Time	6,477	293.86	293.86	1,563.52	4,913.48	24%	
38-851-020 ER-FICA Taxes	9,373	896.71	896.71	2,740.35	6,632.65	29%	
38-851-030 ER - Retirement Orbit	17,584	1,424.28	1,424.28	4,129.95	13,454.05	23%	
38-851-040 ER - Health Insurance WATER	18,024	1,333.15	1,333.15	5,618.41	12,405.59	31%	
38-851-050 ER - Life Insurance	365	33.52	33.52	154.94	210.06	42%	
38-851-060 ER - Workman's Comp	2,599	0.00	0.00	1,070.01	1,528.99	41%	
38-851-200 Travel Expense	215	0.00	0.00	0.00	215.00		
38-851-203 Supplies	34,554	946.75	946.75	6,632.88	27,921.12	19%	
38-851-204 Uniforms	2,172	230.74	230.74	437.40	1,734.60	20%	
38-851-250 Light & Heat & Security	4,374	118.99	118.99	1,143.25	3,230.75	26%	

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38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
38-851-251 Telephone & Postage	8,029	491.65	491.65	2,488.47	5,540.53	31%	
38-851-252 Fuel	6,000	814.87	814.87	2,378.95	3,621.05	40%	
38-851-255 Bldg. Maint/Clean Svs	3,039	(1,273.91)	(1,273.91)	(311.97)	3,350.97	-10%	
38-851-260 Electric Tank/Pumps	3,000	63.09	63.09	574.03	2,425.97	19%	
38-851-296 Continuing Education	625	0.00	0.00	0.00	625.00		
38-851-301 Computer Maintenance	2,547	131.92	131.92	579.41	1,967.59	23%	
38-851-302 Software Support	10,492	29.97	29.97	10,199.54	292.46	97%	
38-851-305 Technology Upgrades	2,250	0.00	0.00	233.43	2,016.57	10%	
38-851-309 Advertising	265	34.93	34.93	264.35	0.65	100%	
38-851-310 Dues & Subscriptions	424	143.84	143.84	323.01	100.99	76%	
38-851-313 State Permits	1,250	870.00	870.00	931.59	318.41	75%	
38-851-345 Water Tank Contract	17,506	4,431.95	4,431.95	8,640.83	8,865.17	49%	
38-851-347 Lab Analysis	1,460	285.00	285.00	425.00	1,035.00	29%	
38-851-351 Maint. & Repair Equip	1,009	141.42	141.42	1,192.98	(183.98)	118%	
38-851-352 Vehicle Maintenance	3,500	1,638.09	1,638.09	2,180.32	1,319.68	62%	
38-851-400 Town Liability Insurance	7,160	0.00	0.00	1,741.28	5,418.72	24%	
38-851-405 Audit Expense	4,347	0.00	0.00	2,075.00	2,272.00	48%	
38-851-448 External Contract	16,769	0.00	0.00	13,256.79	3,512.21	79%	
38-851-451 Water Purchase	201,423	15,537.39	15,537.39	63,590.70	137,832.30	32%	
38-851-801 Town Hall Roof Loan - Principal	2,708	0.00	0.00	643.41	2,064.59	24%	
38-851-802 USDA Public Works Trucks - Princ Water	2,567	2,566.80	2,566.80	2,566.80	0.20	100%	
38-851-803 USDA Town Hall/WS Loan Principal	26,000	0.00	0.00	0.00	26,000.00		
38-851-831 Town Hall Roof Loan - Interest Water	126	0.00	0.00	64.95	61.05	52%	
38-851-833 USDA Town Hall/WS Loan Interest	14,423	0.00	0.00	0.00	14,423.00		
38-851-836 USDA Public Works Trucks - Int Water	351	350.20	350.20	350.20	0.80	100%	

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38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
38-851-895 Grass Cutting Expense	16,000	1,125.00	1,125.00	4,500.00	11,500.00	28%	
38-851-896 WS 25% of GF Expense	43,678	0.00	0.00	12,636.51	31,041.49	29%	
Water Totals:	608,728	44,559.61	44,559.61	190,689.72	418,038.28	31%	
38-852-010 Salary - Full Time	97,849	9,929.59	9,929.59	29,719.72	68,129.28	30%	
38-852-014 Salary - Part Time	18,194	1,962.15	1,962.15	5,940.57	12,253.43	33%	
38-852-019 Salary - Over Time Sewer	6,477	293.61	293.61	3,121.95	3,355.05	48%	
38-852-020 ER - FICA Sewer	9,373	928.07	928.07	2,954.57	6,418.43	32%	
38-852-030 ER-Retirement Orbit	17,584	1,407.88	1,407.88	4,360.88	13,223.12	25%	
38-852-040 ER-Health Insurance SEWER	18,025	1,334.02	1,334.02	5,622.75	12,402.25	31%	
38-852-050 ER-Life Insurance	310	34.16	34.16	158.14	151.86	51%	
38-852-060 ER-Workman's Comp	1,195	0.00	0.00	1,070.00	125.00	90%	
38-852-200 Travel Expense	202	0.00	0.00	0.00	202.00		
38-852-203 Supplies	42,246	5,417.30	5,417.30	21,348.70	20,897.30	51%	
38-852-204 Uniforms	2,172	230.71	230.71	437.32	1,734.68	20%	
38-852-250 Light & Heat & Security	5,981	118.98	118.98	1,143.19	4,837.81	19%	
38-852-251 Telephone & Postage	8,029	491.63	491.63	2,495.39	5,533.61	31%	
38-852-252 Fuel	6,000	814.86	814.86	2,535.73	3,464.27	42%	
38-852-255 Bldg. Maint/Clean Svs	3,039	(1,273.88)	(1,273.88)	(311.94)	3,350.94	-10%	
38-852-260 Electric Tank/Pumps	14,000	1,036.07	1,036.07	3,394.52	10,605.48	24%	
38-852-296 Continuing Education	625	0.00	0.00	0.00	625.00		
38-852-301 Computer Maint.	2,547	131.92	131.92	579.40	1,967.60	23%	
38-852-302 Software Support	10,492	29.97	29.97	10,199.52	292.48	97%	
38-852-305 Technology Upgrades	2,250	0.00	0.00	233.41	2,016.59	10%	
38-852-309 Advertising	683	453.43	453.43	682.83	0.17	100%	
38-852-310 Dues & Subscriptions	423	143.83	143.83	323.00	100.00	76%	
38-852-313 State Permits	1,250	0.00	0.00	0.00	1,250.00		
38-852-351 Maint & Repair Equip	1,009	141.42	141.42	1,192.98	(183.98)	118%	
38-852-352 Vehicle Maintenance	3,500	1,638.07	1,638.07	2,110.29	1,389.71	60%	
38-852-400 Liability Insurance	7,160	0.00	0.00	1,741.29	5,418.71	24%	

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38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
38-852-405 Audit Expense	4,347	0.00	0.00	2,075.00	2,272.00	48%	
38-852-435 Purchase of Sewer Services	334,513	0.00	0.00	49,180.36	285,332.64	15%	
38-852-448 External Contract	35,939	2,892.50	2,892.50	27,903.23	8,035.77	78%	
38-852-473 WWTP Rehab Annual Payment	25,357	0.00	0.00	0.00	25,357.00		
38-852-801 Town Hall Roof Loan - Principal	2,708	0.00	0.00	643.44	2,064.56	24%	
38-852-802 USDA Public Works Trucks - Princ Sewer	2,567	2,566.80	2,566.80	2,566.80	0.20	100%	
38-852-803 USDA Town Hall/WS Loan Principal	26,000	0.00	0.00	0.00	26,000.00		
38-852-804 NCDEQ Unity, Bute & Battle Sewer Rehab Princ Only	14,977	0.00	0.00	0.00	14,977.00		
38-852-809 John Riggans Easement Pmt	1,000	0.00	0.00	0.00	1,000.00		
38-852-810 BB&T Battle Avenue Sewer Loan - Principal	6,485	0.00	0.00	0.00	6,485.00		
38-852-811 NCDEQ Sewer Rehab Annual Loan- Principal	13,750	0.00	0.00	0.00	13,750.00		
38-852-830 BB&T Battle Ave Sewer Loan - Int	267	0.00	0.00	0.00	267.00		
38-852-831 Town Hall Roof Loan - Interest Sewer	126	0.00	0.00	64.98	61.02	52%	
38-852-833 USDA Town Hall/WS Loan Interest	14,423	0.00	0.00	0.00	14,423.00		
38-852-836 USDA Public Works Trucks - Int Sewer	351	350.20	350.20	350.20	0.80	100%	
38-852-837 NCDEQ Sewer Rehab Annual Loan- Interest	3,300	1,650.00	1,650.00	1,650.00	1,650.00	50%	
38-852-896 WS 25% of GF Expense	43,678	0.00	0.00	12,636.52	31,041.48	29%	
38-852-998 Contingency	3,115	0.00	0.00	0.00	3,115.00		
Sewer Expenses Totals:	813,518	32,723.29	32,723.29	198,124.74	615,393.26	24%	
38-901-889 Transfer Out to USDA Loan Reserve	8,669	0.00	0.00	0.00	8,669.00		
Transfers Out Totals:	8,669	0.00	0.00	0.00	8,669.00		

Budget vs Actual

Town of Warrenton
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Period Ending 10/31/2021

Expenses Totals:	1,430,915	77,282.90	77,282.90	388,814.46	1,042,100.54	27%
38 WATER / SEWER Revenues Over/(Under) Expenses:		24,409.95	24,409.95	66,207.56		

Budget vs Actual

Town of Warrenton
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Period Ending 10/31/2021

39 WWTP							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
Revenues							
39-351-405 Septic Disposal Service	18,828	240.00	240.00	240.00	(18,588.00)	1%	
39-351-470 Town Sewer Revenues	334,513	0.00	0.00	49,180.36	(285,332.64)	15%	
39-351-471 Sewer Revenues - County	190,349	0.00	0.00	27,985.21	(162,363.79)	15%	
39-351-472 Sewer Rev Norlina	194,521	0.00	0.00	28,598.64	(165,922.36)	15%	
39-365-861 Misc Revenue WWTP	1,000	3,765.00	3,765.00	4,009.50	3,009.50	401%	
Revenues Totals:	739,211	4,005.00	4,005.00	110,013.71	(629,197.29)	15%	
Expenses							
39-861-010 Salary - Full Time	168,825	16,699.27	16,699.27	52,362.87	116,462.13	31%	
39-861-014 Salary - Part Time	13,673	1,933.95	1,933.95	5,921.80	7,751.20	43%	
39-861-019 Over-Time	14,064	703.64	703.64	4,557.95	9,506.05	32%	
39-861-020 ER-FICA Taxes	15,037	1,226.08	1,226.08	3,973.95	11,063.05	26%	
39-861-030 ER - Retirement Orbit	33,686	2,729.57	2,729.57	8,564.53	25,121.47	25%	
39-861-040 ER- Health Insurance	27,820	1,994.42	1,994.42	8,636.93	19,183.07	31%	
39-861-050 ER-Life Insurance	625	44.48	44.48	194.72	430.28	31%	
39-861-060 ER-Workman's Comp	2,324	0.00	0.00	2,081.21	242.79	90%	
39-861-200 Travel Expense	500	0.00	0.00	0.00	500.00		
39-861-203 Supplies	41,130	2,535.02	2,535.02	29,457.30	11,672.70	72%	
39-861-204 Uniforms	3,120	274.09	274.09	518.50	2,601.50	17%	
39-861-250 Light, Heat & Security	95,000	8,623.86	8,623.86	32,280.48	62,719.52	34%	
39-861-251 Telephone & Postage	7,873	397.89	397.89	2,479.24	5,393.76	31%	
39-861-252 Fuel	9,000	672.77	672.77	2,546.20	6,453.80	28%	
39-861-296 Continuing Education	1,225	0.00	0.00	0.00	1,225.00		
39-861-301 Computer Maint.	4,364	263.83	263.83	1,118.82	3,245.18	26%	
39-861-302 Software Support	2,672	59.94	59.94	2,174.12	497.88	81%	
39-861-305 Technology Upgrades	2,000	0.00	0.00	233.41	1,766.59	12%	
39-861-309 Advertising	1,000	488.36	488.36	833.91	166.09	83%	
39-861-310 Dues & Subscriptions	132	131.33	131.33	131.33	0.67	99%	

Budget vs Actual

Town of Warrenton
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Period Ending 10/31/2021

39 WWTP							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
39-861-318 Freight Charges	1,900	214.25	214.25	725.52	1,174.48	38%	
39-861-342 Maint & Repair Plant	80,000	11,365.00	11,365.00	15,878.30	64,121.70	20%	
39-861-344 Sludge Removal	60,000	0.00	0.00	13,597.50	46,402.50	23%	
39-861-345 Beaver Control	750	0.00	0.00	0.00	750.00		
39-861-346 Lab Material & Supplies	9,150	1,624.84	1,624.84	4,925.16	4,224.84	54%	
39-861-347 Lab Analysis	18,466	1,431.00	1,431.00	3,861.50	14,604.50	21%	
39-861-348 Tar - Pamlico Dues	3,000	0.00	0.00	0.00	3,000.00		
39-861-349 OSHAComp/Safety M&S	1,000	0.00	0.00	0.00	1,000.00		
39-861-352 Vehicle Maintenance	4,250	307.07	307.07	841.41	3,408.59	20%	
39-861-400 Liability Insurance	20,500	0.00	0.00	5,130.15	15,369.85	25%	
39-861-405 Audit Expense	8,694	0.00	0.00	4,150.00	4,544.00	48%	
39-861-441 Certify Lab Services	1,000	518.40	518.40	518.40	481.60	52%	
39-861-444 Permits & Fees	6,200	0.00	0.00	5,331.66	868.34	86%	
39-861-446 Influent Debri removal	3,856	479.70	479.70	1,731.34	2,124.66	45%	
39-861-810 NCDEQ WWTP Phase 2 Principal	23,607	0.00	0.00	0.00	23,607.00		
39-861-897 WWTP 25% of GF Exp	44,247	0.00	0.00	10,633.79	33,613.21	24%	
39-861-998 Contingency	8,521	0.00	0.00	0.00	8,521.00		
WWTP - Expenses Totals:	739,211	54,718.76	54,718.76	225,392.00	513,819.00	30%	
Expenses Totals:	739,211	54,718.76	54,718.76	225,392.00	513,819.00	30%	
39 WWTP Revenues Over/(Under) Expenses:		(50,713.76)	(50,713.76)	(115,378.28)			

Check Listing

Date From: 10/1/2021 Date To: 10/31/2021
Vendor Range: 1 800 FLAGPOLE.COM - YVONNE D MATTHEWS

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Check Number	Bank	Vendor	Date	Amount
64091	30	DOCUMENT SYSTEMS, INC	10/05/2021	<u>\$43.48</u>
64092	30	KERR-TAR REG COUNCIL OF GOV	10/05/2021	<u>\$138.00</u>
64093	30	NC DEPARTMENT OF REVENUE	10/05/2021	<u>\$223.66</u>
64094	30	NC DEQ	10/05/2021	<u>\$1,650.00</u>
64095	30	NCDEQ-DIVISION OF ENERGY,MINERAL AND LAND RESOURC	10/05/2021	<u>\$870.00</u>
64096	30	TABLETOP MEDIA GROUP LLC	10/05/2021	<u>\$1,200.00</u>
64097	30	UNIFIRST CORPORATION	10/05/2021	<u>\$1,348.52</u>
64098	30	WRIGHT EXPRESS FSC	10/05/2021	<u>\$1,942.68</u>
64099	30	AMAZON CAPTIAL SERVICES, INC.	10/07/2021	<u>\$166.20</u>
64100	30	DUKE ENERGY PROGRESS	10/07/2021	<u>\$222.22</u>
64101	30	QUILL CORPORATION	10/07/2021	<u>\$96.06</u>
64102	30	UNIFIRST CORPORATION	10/07/2021	<u>\$730.48</u>
64103	30	WARREN AUTO PARTS, INC.	10/07/2021	<u>\$8.84</u>
64104	30	WRIGHT EXPRESS FSC	10/07/2021	<u>\$1,482.13</u>
64105	30	A & S PEST CONTROL, INC.	10/08/2021	<u>\$100.00</u>
64106	30	AHNER SECURITY INC.	10/08/2021	<u>\$384.30</u>
64107	30	CAROLINA DIGITAL PHONE INC	10/08/2021	<u>\$316.00</u>
64108	30	Community Eye Care	10/08/2021	<u>\$84.28</u>
64109	30	ELECTRO-CHEMICAL DEVICES	10/08/2021	<u>\$957.58</u>
64110	30	HACH COMPANY	10/08/2021	<u>\$758.90</u>
64111	30	HARRIS ENTERPRISES	10/08/2021	<u>\$6,179.01</u>
64112	30	NORTH CAROLINA 811, INC	10/08/2021	<u>\$25.00</u>
64113	30	Spectrum Business	10/08/2021	<u>\$124.98</u>
64114	30	VAUGHAN & SON AUTOBODY	10/08/2021	<u>\$2,952.83</u>
64115	30	WALKER AUTO STORES	10/08/2021	<u>\$30.62</u>
64116	30	WARREN COUNTY PUBLIC UTILITIES	10/08/2021	<u>\$15,537.39</u>
64117	30	WARRENTON SUPPLY CO., INC.	10/08/2021	<u>\$7.22</u>
64118	30	A FULL CLEANING SERVICES LLC	10/11/2021	<u>\$630.00</u>
64119	30	CARTER'S LOCK & KEY	10/11/2021	<u>\$75.00</u>
64120	30	DUKE ENERGY PROGRESS	10/11/2021	<u>\$10,217.22</u>
64121	30	FRANKLIN BROS NURSERY	10/11/2021	<u>\$85.40</u>

Check Listing

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Check Number	Bank	Vendor	Date	Amount
64122	30	METTLER-TOLEDO, INC.	10/11/2021	<u>\$605.97</u>
64123	30	PROFESSIONAL MAIL SERVICES, INC	10/11/2021	<u>\$2.03</u>
64124	30	PROFESSIONAL MAIL SERVICES, INC	10/11/2021	<u>\$6.10</u>
64125	30	SOUTHERN CORROSION, INC.	10/11/2021	<u>\$4,431.95</u>
64126	30	WARRENTON SUPPLY CO., INC.	10/11/2021	<u>\$2.75</u>
64127	30	A FULL CLEANING SERVICES LLC	10/14/2021	<u>\$540.00</u>
64128	30	CENTURY LINK COMMUNICATIONS	10/14/2021	<u>\$288.69</u>
64129	30	DOCUMENT SYSTEMS, INC	10/14/2021	<u>\$36.40</u>
64130	30	MERITECH INC	10/14/2021	<u>\$1,716.00</u>
64131	30	PETE SMITH TIRE & QUICK LUBE, INC	10/14/2021	<u>\$204.74</u>
64132	30	WARREN COUNTY PUBLIC WORKS	10/14/2021	<u>\$1,514.20</u>
64133	30	WARRENTON SUPPLY CO., INC.	10/14/2021	<u>\$14.95</u>
64134	30	DOCUMENT SYSTEMS, INC	10/15/2021	<u>\$1,293.75</u>
64135	30	FIRST CITIZENS BANK	10/15/2021	<u>\$2,121.02</u>
64136	30	GFL ENVIRONMENTAL	10/15/2021	<u>\$479.70</u>
64137	30	HACH COMPANY	10/15/2021	<u>\$577.52</u>
64138	30	OLD DOMINION BRUSH CO.	10/15/2021	<u>\$2,832.74</u>
64139	30	PROFESSIONAL MAIL SERVICES, INC	10/15/2021	<u>\$551.68</u>
64140	30	ALWAYS CARE BENEFITS, INC.	10/21/2021	<u>\$470.64</u>
64141	30	AMAZON CAPTIAL SERVICES, INC.	10/21/2021	<u>\$886.52</u>
64142	30	BLUE RIDGE SPRINGS, INC	10/21/2021	<u>\$84.85</u>
64143	30	DRAWINGBOARD PRINTING	10/21/2021	<u>\$182.76</u>
64144	30	DUKE ENERGY PROGRESS	10/21/2021	<u>\$71.57</u>
64145	30	ELECTRO-CHEMICAL DEVICES	10/21/2021	<u>\$197.67</u>
64146	30	FOSTER SEPTIC TANK CLEANING	10/21/2021	<u>\$1,000.00</u>
64147	30	FRONTIER NATURAL GAS	10/21/2021	<u>\$12.42</u>
64148	30	KORITA STEVERSON	10/21/2021	<u>\$1,250.00</u>
64149	30	MUNICIPAL ENGINEERING	10/21/2021	<u>\$5,000.00</u>
64150	30	PETE SMITH TIRE & QUICK LUBE, INC	10/21/2021	<u>\$3,653.06</u>
64151	30	QUILL CORPORATION	10/21/2021	<u>\$45.80</u>
64152	30	TIME WARNER CABLE	10/21/2021	<u>\$97.97</u>
64153	30	TRI-COUNTY POWER EQUIPMENT INC	10/21/2021	<u>\$130.72</u>

Check Listing

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Check Number	Bank	Vendor	Date	Amount
64154	30	United Healthcare	10/21/2021	<u>\$13,863.99</u>
64155	30	UNITED PARCEL SERVICE	10/21/2021	<u>\$132.00</u>
64156	30	WARREN AUTO PARTS, INC.	10/21/2021	<u>\$108.41</u>
64157	30	WOMACK PUBLISHING CO. INC.	10/21/2021	<u>\$837.00</u>
64158	30	BLUE RIDGE SPRINGS, INC	10/22/2021	<u>\$30.00</u>
64159	30	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	10/22/2021	<u>\$173.47</u>
64160	30	DOCUMENT SYSTEMS, INC	10/22/2021	<u>\$103.55</u>
64161	30	DUKE ENERGY PROGRESS	10/22/2021	<u>\$1,867.14</u>
64162	30	FRONTIER NATURAL GAS	10/22/2021	<u>\$25.12</u>
64163	30	HUMANA SPECIALTY BENEFITS	10/22/2021	<u>\$29.38</u>
64164	30	MUNICIPAL INSURANCE TRUST	10/22/2021	<u>\$769.17</u>
64165	30	AMERICAN WATER WORKS	10/26/2021	<u>\$394.00</u>
64166	30	ClearWater, Inc	10/26/2021	<u>\$4,772.37</u>
64167	30	FRONTIER NATURAL GAS	10/26/2021	<u>\$12.42</u>
64168	30	HACH COMPANY	10/26/2021	<u>\$125.17</u>
64169	30	INFORMATION TECHNOLOGY SERVICE	10/26/2021	<u>\$176.76</u>
64170	30	LORD & COMPANY, INC	10/26/2021	<u>\$9,000.00</u>
64171	30	NCL OF WISCONSIN, INC.	10/26/2021	<u>\$209.41</u>
64172	30	OLD DOMINION BRUSH CO.	10/26/2021	<u>\$107.25</u>
64173	30	PITNEY BOWES GLOBAL	10/26/2021	<u>\$224.18</u>
64174	30	PRUDENTIAL RETIREMENT	10/26/2021	<u>\$1,676.12</u>
64175	30	QUALITY EQUIPMENT LLC	10/26/2021	<u>\$1,133.76</u>
64176	30	ROBERT C. KELLY, JR.	10/26/2021	<u>\$4,900.00</u>
64177	30	UNITED PARCEL SERVICE	10/26/2021	<u>\$33.00</u>
64178	30	VERIZON WIRELESS	10/26/2021	<u>\$280.07</u>
64179	30	ALANNA FLYNNE MEARES	10/28/2021	<u>\$1,000.00</u>
64180	30	FLEMING INVESTMENT COMPANY	10/28/2021	<u>\$3,000.00</u>
64181	30	HARRIS INVESTMENTS	10/28/2021	<u>\$1,000.00</u>
91	Checks Totaling -			\$124,875.91

Totals By Fund

Checks	Voids	Total
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Check Listing

Date From: 10/1/2021 Date To: 10/31/2021

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Check Number	Bank	Vendor		Date	Amount
			Checks		Total
34			\$5,435.43		\$5,435.43
36			\$1,821.90		\$1,821.90
37			\$39,875.64		\$39,875.64
38			\$43,800.40		\$43,800.40
39			\$33,942.54		\$33,942.54
Totals:			\$124,875.91		\$124,875.91

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator
Date: November 4, 2021
Re: October 2021 Monthly Activity Report for Public Works

Water and Sewer

- **Water and Sewer System Needs – Unfunded:** (1) West Ridgeway St. sewer main (general location is in area between Ridgeway Street and Fairlane Drive) – Determine exact location of sewer main and right of way. (2) Install magnetic flow meter in 14-inch sewer force main where Town of Norlina's and Warren County's Sewer enters Town of Warrenton's sewer system (meter would give us precise measurement of volume of sewer in route to the wastewater treatment plant from our partners thus helping to ensure accurate portioning of monthly wastewater treatment expense between the three partners). (3) Purchase water and sewer line camera/locating equipment. (4) Purchase water main valve exercising equipment.
- **Completed Water and Sewer System Maintenance/Repair Related Information:** (1) Repair – Cargo Trailer Used for Repairs – Replaced 3 tires. – Shop: Pete Smith (Labor and Materials - \$282.84) (2) Emergency Repair – F and M Sewer Lift Station. Replaced check valves, mechanical seals, and impellers in Pump 1 and 2. Replaced variable frequency drive in Pump 2. Contractor: Harris Equipment Company (Labor - \$2,892.50, Parts provided by Town).

Total cost for Maintenance and Repair Equipment (Account No. 38-851-351 & 38-852-351) - \$282.84

Total cost for External Contract Maintenance and Repair (Account No. 38-851-448 & 38-852-448) - \$2,892.50

Streets and Sanitation

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

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator, Warren County Director of Public Works, Norlina Director of Public Works
Date: November 4, 2021
Re: October 2021 Monthly Activity Report for WWTP

- **Pending Equipment Repairs:** **(1)** Effluent filter controls – Safety issue - Replace cylinders and control mechanism for valves located in pit area of filter building. **(2)** Sand blast and refinish site metal structures. **(Estimated Cost – Refinishing remaining structures - \$58,000)** **(3)** Replace Influent pump No. 2 and 3 motor base stands. **(Estimated Cost - \$4,000 per pump)**
- **Completed Plant Maintenance/Repair Related Information:** **(1)** Repair – Grit Pump/Grit Classifier. Troubleshooted and corrected issue with grit pump for grit classifier start-up. Contractor: Harris Enterprises (Labor - \$260.00). **(2)** Repair – Influent Pump 1. Assisted with replacing and lining up 4 drive belts. Repair – Troubleshooted and corrected communication issue with Chlorine handling equipment SCADA RTU. Contractor: Harris Enterprises (Labor - \$325.00). **(3)** Repair – Raw Sewer Pump Station. Replaced 2 float switches. Contractor: Harris Enterprises (Labor - \$260.00, Parts supplied from spare parts inventory). **(4)** Repair – Sludge Recirculation Pump 1 and Scum Pump 2. Troubleshooted and resolved run issues. Contractor: Harris Enterprises (Labor - \$520.00). **(5)** Preventative Maintenance – Grit Classifier. Removed sand build-up. Filter Building Manhole – Removed lime build-up. Contractor: Foster Septic Tank Cleaning (Mobilization and Labor - \$1,000.00). **(6)** Service Contract. Plant SCADA System – Warrenton has been working with Lord and Company for the last 10 years. Lord and Company installed the current SCADA system in 2011 for the WWTP. They have provided excellent service when equipment malfunctions or when technical assistance is needed. The WWTP recently experienced a component failure that temporarily shut down the whole SCADA system. Lord and Company made an emergency repair which fixed the failure, bringing the SCADA system back online. Given the age of the WWTP's SCADA equipment and the complexity of it, it is recommended to purchase an annual service agreement with Lord and Company, which pro-rated will be \$9000 in the current FY budget. Provider: Lord and Company (Service - \$9,000.00)

Total cost for Repairs (Account No. 39-861-342) - \$11,365.00

- **Plant Discharge Quality:** Our discharge quality remained good throughout the entire month; 13.14 million gallons were treated.

Activity Detail Summary (by Category)

Warrenton Police Department

(10/01/2021 - 10/31/2021)

Incident\Investigations

13B - Simple Assault	1
220 - Burglary/Breaking & Entering	1
23C - Shoplifting	4
23G - Theft of Motor Vehicle Parts or Accessories	1
23H - All Other Larceny	4
26A - False Pretenses/Swindle/Confidence Game	3
290 - Destruction/Damage/Vandalism of Property	3
35A - Drug/Narcotic Violations	3
35B - Drug Equipment Violations	1
90C - Disorderly Conduct	2
90D - Driving Under the Influence	2
90J - Trespass of Real Property	2
90Z - All Other Offenses	10

Total Offenses 37

Total Incidents 22

Arrests

23H - All Other Larceny	1
35A - Drug/Narcotic Violations	2
90D - Driving Under the Influence	2
90Z - All Other Offenses	6

Total Charges 11

Total Arrests 6

Accidents

Total Accidents 0

Citations

Driving While License Revoked	7
No Operator License	1

Activity Detail Summary (by Category)

Warrenton Police Department

(10/01/2021 - 10/31/2021)

Citations

Other (Infraction)	2
Speeding (Infraction)	2
Unsafe Movement	1
Secondary Charge	5

Total Charges 18

Total Citations 13

Warning Tickets

Total Charges 0

Total Warning Tickets 0

Ordinance Tickets

Total Ordinance Tickets 0

Criminal Papers

Total Criminal Papers Served 0

Total Criminal Papers 0

Civil Papers

Total Civil Papers Served 0

Total Civil Papers 0

Activity Log Event Summary (Cumulative Totals)

Warrenton Police Department

(10/01/2021 - 10/31/2021)

<No Event Type Specified>	1	911 Hang-up	2
Abandoned Vehicle	2	Accident	6
Alarm Activation	2	Animal Complaint	1
Arrest	1	Assist Elderly/Lost person	1
Assist Highway Patrol	1	Assist Motorist	1
Assist Other Department	1	Assist WC EMS	6
Assist WCSO	12	B & E	1
C.O.P.S	16	C.O.P.S.- Neighborhood Patrol	1
Careless and Reckless Driving	1	Check Station/ Checkpoint	4
Citation	3	Civil Dispute	1
Communicating Threats	1	Complaint	1
Dispute	1	Disturbance	8
Domestic	1	Escort	1
Fight	3	Foot Patrol	1
Fraud	1	Harrassment	1
Information by Phone	1	Injury to Personal Property	2
Injury to Real Property	1	Larceny	2
Loitering	3	Lost property	1
Non Law Enforcement Issue	1	Ordinance Violation	1
Other	3	Parking Violation	3
Patrol	5	Property Check – Business	13
Shoplifting	3	Suspected Drunk Driver	2
Suspicious Person / Vehicle	7	Talk with Officer	8
Traffic Stop	26	Trespassing	2
Vandalism	1	Vehicle Maintenance	4
Warrant	1	Welfare Check	1

Total Number Of Events: 174



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

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

Response to Ms. Roberts

1. Grant funds received for primarily water and sewer projects amounts to thousands of dollars per resident. If these grant funds were not received, each citizen, taxpayer or water customer would be paying the cost of these improvements through long-term financing causing rate increases. The Town does not foresee a time when water/sewer rates will decrease, but utilizing alternative sources of funding for maintenance and improvement projects delays or offsets the intensity of increases.
- 2a. The abandoned house on Hayley Street is private property and the responsibility of its owner. The Town of Warrenton is unable to force the owner to renovate or remove the structure without a Minimum Housing Standard (MHS). An MHS would impact every residence in Town and would need to be carefully considered, understanding the full impact on all residents and full impact on the Town's budget and staff.
- 2b. We currently have no funds budgeted for street resurfacing. We have secured an estimate for Hayley Street for consideration in future budget years. We will continue to make necessary maintenance repairs when warranted.
- 2c. Our street maintenance workers will continue to look at hazardous tree branches in the Hayley Street vicinity as they do all over town and will take appropriate action when necessary.
3. Ms. Hunter provided a print out of expenses relating to Hayley-Haywood Park. The Town has contributed over \$15,000 over and above the \$28,500 in grant funds provided by the Parks and Recreation Trust Fund.
4. Frontier Warren's co-working space is available for events on evenings and weekends. Event hosts must either pay \$10 per hour or 15% of receipts. Yoga classes are generating revenue from 15% of receipts. (Yoga is one of the events hosted at Frontier RTP, which is a partner in the project and an example for Frontier Warren.)

Banzet, Thompson, Styers & May, P.L.L.C.

ATTORNEYS AT LAW

PO Box 535 • 101 North Front Street • Warrenton, NC 27589

Mitchell G. Styers • mitchstyers@banzetlaw.com
Robert T. May, Jr. • robert.may@banzetlaw.com

Telephone 252-257-3166
Facsimile 252-257-2053

November 1, 2021

JADE AIR LLC
200 WILSON POINT RD STE 5091
BALTIMORE, MD 21220

JADE AIR, LLC
13332 MOUNT OLIVET RD
STEWARTSTOWN, PA 17363-8426

Re: Violation of Town Ordinances in Warrenton North Carolina
208 Hayley Street
Warrenton, NC 27589
Parcel ID: E6B 67

Dear Mr. Sweiter,

I represent the Town of Warrenton. Our records indicate your company owns the real property, house and shed located within the Town limits located at 208 Hayley Street. The Town Administrator has written you regarding these structures on more than one prior occasions to notify you that the structures are in violation of the Town's Ordinances regarding Safety and Appearance. Chapter 154 of the Ordinances for the Town of Warrenton, North Carolina mandates that:

§154.05-Unsecured building contributing to blighted neighborhood: Structure visible from a public street must be properly maintained and show no signs of visible disrepair. An "unsecured building" shall include a roofed structure with any opening on the exterior skin of the building such as windows, unlocked or missing doors, and is large enough and within ground level reach for a human or animal to enter. Such openings may be completely unimpeded or may have covering which is hinged or sliding but is not locked or stabilized to prevent entry.

Visible disrepair is defined for the purpose of this ordinance to be:

- a) broken or missing panes of glass;
- b) visible rot or sagging of structure;
- c) visible missing windows and doors;
- d) noticeable peeling or chipping of paint.

This notice shall serve as your citation under Town Ordinance § 154.05, which informs you that you are in violation of the Town Ordinance and you are subject to a civil penalty after 30 days from this notice. The Town directs that you remedy the visible no later than January 1, 2022.

Sincerely,

Mitchell G. Styers
Attorney for the Town of Warrenton



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

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

Diversity, Equity & Inclusion Training Summary

When: December 8, 2021 from 10:00 AM to 2:00 PM at Armory

Our objective is to have all of Warrenton's full-time staff in attendance including off-duty police officers. Part-time staff will cover the water payment window and Waste Water Treatment Plant during the training period. Police Department and Administration offices will be closed. In the event of emergency staff may be required to leave training.

An RSVP for nineteen (19) staff persons has been sent to Kerr-Tar COG.

DIVERSITY, EQUITY, & INCLUSION TRAINING



Presented by:

LRJ Coaching & Business Solutions, LLC
Kerr-Tar Regional Council of Governments,
Region K Community Assistance Corporation, &
Duke Energy Foundation

Speaker: Linda R. Jordon, PhD, CEO & Executive Director of LRJ Coaching & Business Solutions, LLC

Topics to be Covered:

Diversity & Inclusion Awareness, Unpacking Stereotypes, Implicit Bias, the Art of Communication, and more

WEDNESDAY, DECEMBER 8, 2021

10:00 AM-2:00 PM | WARREN COUNTY ARMORY
501 US HWY 158 BUS. E | WARRENTON, NC

Come Join Us!

This training is open to local government officials, elected officials, citizen advisory boards, or anyone wanting to learn more about diversity & inclusion.

RSVP Required | Training Materials & Lunch Provided

[» Click HERE to Register](#)

WWW.KERRTARCOG.ORG



Dr. Linda R. Jordon is a leadership coach and diversity and inclusion trainer/consultant with over 30 years of experience in management, leadership development & training, leadership coaching, business process improvement, diversity and inclusion, contact center development & management, organizational development and training within the U.S. and abroad.



As a leadership coach, Linda works with business owners and professional leaders, helping them identify and close gaps in the workplace by setting goals and creating a strategy to increase productivity and growth in the workplace. Linda has assisted with leadership assessments and performance management.

As a diversity and inclusion trainer/consultant, Linda supports organizations in facilitating diversity and inclusion training. Linda has assisted with organizational assessments, harassment training and employee engagement surveys.

In her years at GlaxoSmithKline, Linda led Sales Operations Teams to support the sales force and health care providers with product and medical information. Linda also led Employee Contact Center Teams and Employee Relations Teams to support employees and leadership regarding human resources, benefits, payroll and employee relations. Linda's focus areas are: leadership development, change management, performance management, training and communications.

Representative Clients:

Education

- Vance-Granville Community College
- Cornell University

Local Government

- Granville County

Corporate/For Profits

- International Justice Mission, D.C.
-

Education and Certifications:

- North Carolina Wesleyan College, BS, concentration in Business Administration
- Pfeiffer University, MS, concentration in Organizational Change & Leadership
- University of Arizona Global Campus, Candidate for Doctoral Degree, Organizational Development & Leadership (Oct. 2021)
- *Leadership Coaching, The John Maxwell Team Certification*
- *Certified Life Coach, Life Coaching Institute of Orange County*
- *DISC Certification*
- *Empowered Living Licensed Trainer for Another Seat At The Table*

Community:

- Granville County Human Relations Commission, Executive Board, Secretary
- South Granville Water & Sewer Authority, Executive Board Member
- South Granville Water & Sewer Authority, Finance Committee, Treasurer



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

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STATUS OF GRANTS

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

- Received bids for Phase 2. Received some lower bids for electrical, concrete and plumbing. Phase 2 plans may be revised and rebid, else project could continue as Phase 1 cost estimates are similar to prior estimates.
- Received updated estimates to continue on as Phase 1. Town placed building under its insurance policy.
- Project received extension to June 30, 2022.
- November 4 meeting scheduled.

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

- Town \$1,600,000 with 100% grant and Town to pay 1.5% processing fee. Town borrowing additional \$500,000 to pay for cost increases in marketplace.
- Additional SCADA – grift lift and vortex remaining.

(No Fund) 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 January of 2022.
- DOT preparing for construction of handicapped ramps.

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

- Projects are being closed out.

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

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

(Fund 67) NC Neighborhood Revitalization Program

- Application underway for CDGB funds to assist in repairing houses owned by citizens of low or moderate incomes.
- Received release of funds letter from NC Department of Commerce.
- Preliminary title work completed (legal).
- Continuing to check pricing on modular homes and building materials.
- Awarding contract for lead based paint and asbestos analysis of properties.

(Fund 68) Building Reuse Grant

- Town awarded \$50,000 from NC Commerce for Warrenton Veterinary Clinic.
- Construction underway. Grant deadline is December 2021.

(Fund 69) Volkswagen Settlement Grant

- Town awarded \$218,000 for new garbage and dump trucks.
- Waiting on delivery of dump truck.

Brownfield Grant

- This grant will analyze the environmental issues with multiple properties in Warrenton.
- The Town has been officially been awarded a grant of \$300,000.
- Training classes for award recipients occurring.

(No Fund) NC IDEA – Ice House Grant

- Town awarded \$5,000 from NC IDEA to pay for teachers for two more Ice House classes.
- The first cohort is underway.



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

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Hayley-Haywood Park Trail

Distance = approximately 1100 feet
Width = 6 feet

Cost per foot of 1.5 inches of asphalt with appropriate base = \$1.75

KPH Paving estimate = $1100 \times 6 \times \$1.75 = \$11,550$
Rightmyer estimate = $1100 \times 6 \times \$1.75 = \$19,725$

Example:

Town of Elkin

Adam W. McComb
Assistant Town Manager
Director, Elkin Recreation & Parks Department

“Our trail surface is made of compacted granite screenings. We are fortunate that there is a granite quarry in operation very near to the town. We typically place granite crusher/run to a 3 inch depth beneath the granite screenings. From a maintenance standpoint we spent a half day or so after a large thunderstorm regrading and filling in areas that have washed (and we keep a stockpile just for this reason). We utilize a small utility tractor with a front loader and then a box blade to level. I have seen other town actually drag and groom their trails similar to dragging a baseball infield. We don’t have the manpower and time to do this. In the fall of the year we will blow the leaves off the trails several times as well as spray the edges for grass growth. All in all, if we don’t have any major flooding events the trails keep their shape fairly well with minimal work.”

“We fund \$5k per year (that carry’s over if unused) for future trail maintenance issues that may arise (flooding mainly).”

“The positive comments that we receive on our trail surface has outweighed the calls for asphalt. Although it would be less maintenance, the local perception is that our trail surface provides a more cushioned experience.”

“In our community asphalt is for roads not trails 😊”

“In local comparison; Mt. Airy, Wilkesboro and Yadkinville all have a combination of asphalt and natural trails.”

“We maintain close to 4 miles of trail. Our park maintenance dept is a 2 to 3 man crew and 1 seasonal part-time and trail work is just a small portion of their work load.”

“I should also note that we have a local interest group that schedules at least 1 work day a quarter and then smaller ones as needed to help replenish trail material as needed. They are energetic and robust and I usually just step out of the way and ensure they have what they need.”

ARP Funding

After multiple classes with the UNC SOG and after discussion with the Kerr Tar COG, it seems that an expenditure on paving a park walkway may be justifiable under the ARP guidelines.

Rubber Coating

A rubber coating requires typically two coats applied over a clean asphalt surface. This would be an additional cost over and above the asphalt paving.



Proposal
RIGHTMYER MACHINE RENTALS, INC.
 497 Hwy. 48
 Roanoke Rapids, NC. 27870
 Ph. 252-537-3223 Fax 252-537-4645
 N.C. Lic.5323 VA. Lic.2705-033619A

Date: 10-29-21

Submitted to:

Town of Warrenton
 Attn: Mr. Robert Davie
 P.O. Box 281
 Warrenton, NC 27589
 Ph: (252) 257-1122
townadministrator@warrenton.nc.gov

Project Information:

Asphalt Paving Walking Path
 Beside Hayley Street
 Warrenton, NC

We hereby submit specifications and estimates for:

1. Mobilization.
2. Fine grade existing stone in preparation for asphalt pavement.
 Price quoted assumes existing material suitable and no soft/yielding areas which may require removal and replacement. Should soft/yielding areas be encountered or additional material be needed, work to be completed on a time and material basis.
 Price quoted assumes existing stone base is at least six and a half feet wide along entire walking path in preparation for six feet wide asphalt.
3. Furnish and install a two inch layer NC Type SF-9.5A asphalt pavement on walking path.
 Price quoted for walking path 1,100' x 6' width.

Testing, permits, fee's, approvals, bonds, utilities removal/relocation, additional crush/run stone base, and backfill to edges of completed asphalt NOT included.

This proposal is based on a liquid asphalt cost at \$502.73 per ton. Final contract total will be based on the actual F.O.B. costs at the time the work is completed.

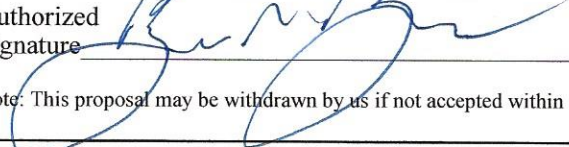
Price quoted per request received in our office on 10-21-21 and a finish paved walking path at 6' wide x 1,100' long. Final invoice will be adjusted if over 1,100' long.

We Propose to furnish material, labor and equipment - complete in accordance with above specifications for the sum of:

NINETEEN THOUSAND SEVEN HUNDRED TWENTY FIVE \$ 19,725.00

Payment Terms: NET 30 DAYS (ADD 4% for payment by credit card)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Includes one year warranty from completion date.

Authorized Signature 

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____
 Signature _____



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

P.O. Box 281
Warrenton, NC 27589-0281
(252) 257-1122 Fax (252) 257-9219

**GRANT PROJECT ORDINANCE
ENVIRONMENTAL PROTECTION AGENCY
(Brownfield Assessment Grant)**

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

Section 1: The Grant Project authorized by the Board of Commissioners of the Town of Warrenton is for the purpose of receiving and distributing funds from the EPA Brownfield Assessment Grant to assess and test various public and private properties in Warrenton for environmental hazards.

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

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

EPA Grant	\$300,000
Total	\$300,000

Section 4: The following amounts are appropriated for the project activities:

Contractual / Engineering Activities	\$294,000
Supplies	\$1,000
Travel	\$5,000
Total	\$25,000

Section 5: The Town Administrator is hereby directed to maintain within the Grant Project fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and Federal and State regulations.

Section 6: The Town Administrator is directed to include a detailed analysis of past and future costs and revenues of this Grant Project in every budget submission made to this Board of Commissioners.

Section 7: The Town Administrator shall be authorized to transfer appropriations within the various line items of this Grant Project ordinance, as he deems necessary, subject to the approval of the Local Government Commission. All such transfers shall be reported to the Board of Commissioners.

Walter M. Gardner, Jr. - Mayor

Date

Robert Davie - Town Administrator

Date

**TOWN OF WARRENTON 2018 CDBG-NEIGHBORHOOD
REVITALIZATION PROJECT
LEAD BASED PAINT & ASBESTOS INSPECTION SERVICES
CONTRACT
Warrenton, North Carolina**

THIS CONTRACT made and entered into this ____ day of November, 2021 by and between SUMMIT ENGINEERING, LABORATORY & TESTING, INC., hereinafter referred to as “Contractor”, and THE TOWN OF WARRENTON, NORTH CAROLINA, hereinafter referred to as “Town”.

WHEREAS, the Town of Warrenton, North Carolina, is the recipient of a Community Development Block Grant-Neighborhood Revitalization Program grant from the North Carolina Department of Commerce, Rural Economic Development Division for the purpose of providing rehabilitation assistance to address long-term housing needs for low and moderate-income citizens.

WHEREAS, the Town desires to secure professional services for the assessment of Lead Based Paint (LBP) in housing units identified for Rehabilitation and for determining the presence of Asbestos Containing Materials in units identified for Demolition, as follows;

Lead Based Paint Assessments:

1. Unit #4
Ms. Betty Rollison
210 S. Bragg Street
Warrenton, NC
2. Unit #5
Mr. Steve Mullenix
118 S. Bragg Street
Warrenton, NC
3. Unit #8
Ms. Patsy Boyd
301 E. Bute Street
Warrenton, NC
4. Unit #9
Mr. Chester Hunt
108 Brehon Street
Warrenton, NC

Asbestos Containing Materials Assessment:

1. Unit #1
Ms. Ida Pierce
238 Hayley Street

Warrenton, NC

2. Unit #2
Ms. Ada Davis
532 Fairlane Drive
Warrenton, NC
3. Unit #3
Ms. Viola Mae Long
303 E. Bute Street
Warrenton, NC

WHEREAS, the County has selected the Contractor to provide the following services on each of the housing units requiring LBP Assessment at the fees shown below:

SCOPE OF WORK

The hired contractor will inspect four (4) single family dwelling unit in the Town of Warrenton and provide test results identifying any lead hazards; provide a risk assessment and design for lead abatement to eliminate any lead hazards found in each dwelling unit; conduct clearance testing once interim controls or abatement work is completed and conduct a final clearance test when all remaining rehabilitation work is completed. Additional units may be added to the original contract through a change order process. Other specifics of the services to be provided under the program include:

1. Provide consultation to the Town staff in the area of lead inspections.
2. Conduct component by component, wall by wall lead inspections using an XRF machine, dust wipes, chip and soil samples.
3. Provide detailed reports outlining the results of the lead inspections.
4. Provide a computer assisted drawing of the layout of the housing unit showing the location of all rooms and dimensions.
5. Provide Risk Assessments and advise the Town on lead hazard reduction options to include cost and risk analysis.
6. Provide Scopes of Work for each dwelling that clearly outlines contractor responsibilities, work practices and lead hazard reduction methods to be utilized.
7. Provide digital photos (printed copy and on disk) documenting lead hazards present in each housing unit.
8. Upon contract award, meet with contractors at the beginning of each job to inspect and approve set-up, prior to the commencement of work.
9. Monitor lead hazard reduction projects at least once while in progress.
10. Provide clearance inspections and results.

Total Fee per Unit	\$1,291.66
Total Fee (4 units)	\$5,166.64

These services and fees shall be applicable to any additional Rehabilitation Units not currently identified for the Town's 2021 CDBG-NRP Project.

WHEREAS, the County has selected the Contractor to provide the following services on each of the housing units requiring Asbestos Containing Materials Assessment at the fees shown below:

1. Provide consultation to the County staff in the area of ACM inspections.
2. Conduct full interior and exterior site inspections for the each unit.
3. Provide detailed reports outlining the results of the ACM inspections.
4. Provide Scopes of Work for each dwelling that clearly outlines contractor responsibilities, work practices and ACM abatement methods to be utilized.
5. Provide digital photos (printed copy and on disk) documenting ACM's present in each housing unit.
6. Monitor ACM abatement projects at least once while in progress.
7. Provide clearance inspections and results.

Total Fee per Unit	\$2,708.33
Total Fee (3 units)	\$8,125.99

These services and fees shall be applicable to any additional units not currently identified for the Town's 2018 CDBG-NRP Project requiring Asbestos inspection services.

Payment

The Contractor shall submit detailed invoices along with the Risk Assessment and Clearance Report for each unit inspected and tested. Payment for each unit shall be as described above:

ADDITIONAL PROVISIONS

Conflict of Interest: No member, officer, or employee of the recipient, or its agents, no member of the governing body of the COUNTY, and no other public official of or other localities who exercises any functions or responsibilities with respect to the program during his or her tenure for one year thereafter, shall have any interest, direct or indirect, in this Agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from financial interest in this Agreement.

Legal Remedies: If at the end of the approved project period Company has failed to carry out the activities described in this Agreement, Company will pay to the COUNTY an amount as determined by the COUNTY, based on the level of accomplishment and original project goals. If failure to accomplish project activities is based on events beyond the control of the COUNTY, this commitment may be partially waived by the COUNTY with prior approval by the Division of Community Assistance, NC Department of Commerce.

Termination: If, through any cause, the COMPANY shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the COMPANY of such termination and specifying the date of termination.

Non-Discrimination: No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with HUD funds.

Age Discrimination: No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this project.

Handicapped Discrimination: No qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any activity in connection with this project.

Section 3: The work to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing & Urban Development and is subject to the requirements of Section 3 of Housing & Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project areas and contracts for work in connection with this project be awarded to business concerns, which are located in or owned in substantial part by persons residing in the areas of the project.

The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing & Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.

The contract will include this Section 3 clause in every subcontract for work in connection with this project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing & Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be conditions of the federal financial assistance provided to this project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assignees to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

Access to Records: The U.S. Department of Housing & Urban Development, the NC Department of Commerce, the NC Department of the Treasurer, and the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions during the operation of this project and for a period of three years following close-out.

Lobbying: No federally appropriated funds have been or will be paid by or on behalf of the undersigned to any persons for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of federal contracts, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LL.

IN WITNESS WHEREOF, the Town and the Company agree to the terms identified above.

Town of Warrenton

Summit Engineering, Laboratory, & Testing, Inc.

Walter M. Garner, Jr
Mayor

Douglas J. Curley, P.E.
President

Attest

Witness

Robert Davie
Town Administrator/Clerk to the
Board

**EVALUATION/RATING CRITERIA
TOWN OF WARRENTON 2018 CDBG-NRP PROJECT
LEAD BASED PAINT INSPECTION PROPOSALS**

EVALUATION CRITERIA	NAME OF LBP INSPECTION FIRMS
Technical Approach/Understanding of Program (20)	Summit Eng. LLC 15
Work Management Plan/Experience of Proposed Personnel (20)	5
Grant Funded Program Experience of Firm (20)	5
Familiarity with Locality (20)	5
Bib Summary (20)	18
Total Points	88

Proposals Reviewed By: ROBERT DAVID
LUKE SCOTT

Date of Review: Oct. 18, 2021

Recommended Firm: _____

Date Approved by Board: _____

EVALUATION/RATING CRITERIA
TOWN OF WARRENTON 2018 CDBG-NRP PROJECT
ASBESTOS INSPECTION PROPOSALS

EVALUATION CRITERIA	NAME OF LBP INSPECTION FIRMS
Technical Approach/Understanding of Program (20)	Summit Epcg. MGB 2000 LLC 15
Work Management Plan/Experience of Proposed Personnel (20)	5
Grant Funded Program Experience of Firm (20)	18 5
Familiarity with Locality (20)	15 5
Bib Summary (20)	15 18
Total Points	88 48

Proposals Reviewed By: ROBERT DAVIE
LUKE SCOTT

Date of Review: Oct. 18, 2021

Recommended Firm: _____

Date Approved by Board _____

Walter M. Gardner, Jr.
Mayor

Robert F. Davie Jr.
Town Administrator

TOWN OF WARRENTON
“Historically Great - Progressively Strong”
P. O. Box 281
Warrenton, NC 27589-0281
PHONE (252) 257-1122 FAX (252) 257-9219

GRANT PROJECT ORDINANCE
MAIN STREET SOLUTIONS FUND GRANT (FUND 72)

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

Section 1: The Grant Project authorized by the Board of Commissioners of the Town of Warrenton is for the purpose of receiving and distributing funds for the Main Street Solutions Fund Grant awarded to the Town on behalf of Taber Group, LLC, dba Bragging Rooster Brewery and the associated renovation of the building located at 120 S. Main Street in Warrenton.

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

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

Main Street Solutions Fund Grant	<u>\$100,000</u>
Total	\$100,000

Section 4: The following amounts are appropriated for the project activities:

Renovation of 120 S. Main Street	<u>\$100,000</u>
Total	\$100,000

Section 5: The Town Administrator is hereby directed to maintain within the Grant Project fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and Federal and State regulations.

Section 6: The Town Administrator is directed to include a detailed analysis of past and future costs and revenues of this Grant Project in every budget submission made to this Board of Commissioners.

Section 7: The Town Administrator shall be authorized to transfer appropriations within the various line items of this Grant Project ordinance as he deems necessary, subject to the approval of the Local Government Commission. All such transfers shall be reported to the Board of Commissioners.

Walter M. Gardner, Jr. – Mayor

ATTEST: Robert Davie – Town Administrator



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

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

ARP Funding Update

Over 30 hours in UNC SOG webinar information sessions.

Public Input:

- Target/reach segments that are not usually involved in public input sessions
- Traditional methods: Sunshine List, Public Hearings, water bill mailer
- Newer methods: social media, online polls in English and Spanish languages
- Linking to full government guidance Interim Final Rule, Uniform Guidance, etc.
- Seeking solutions as well as recommendations from the public

Complexity of ARP Program:

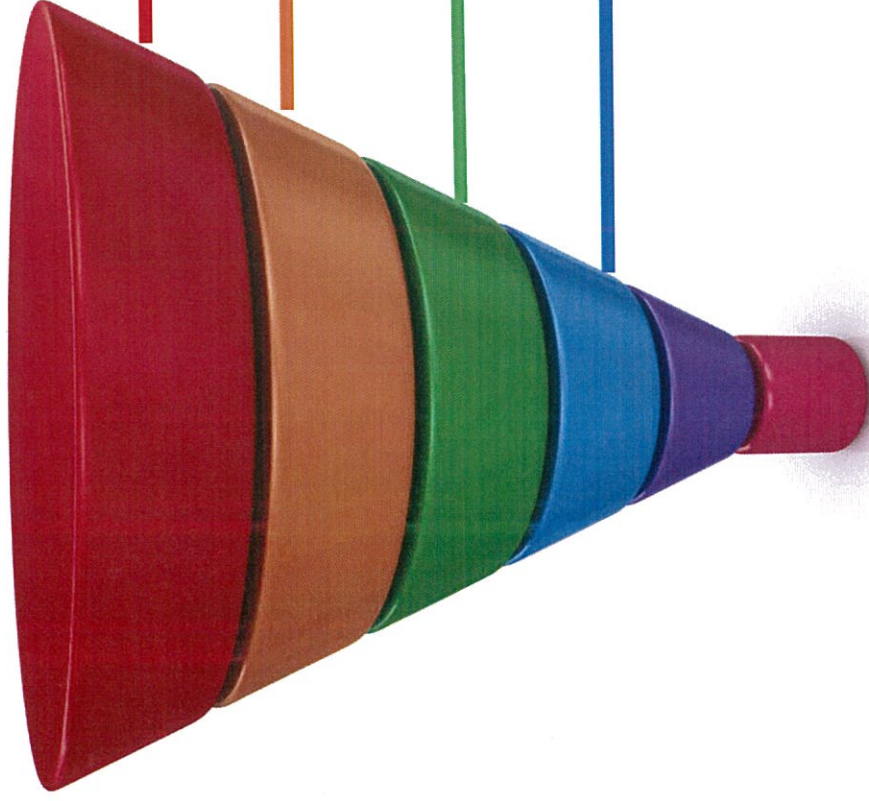
- Extra layer of Uniform Guidelines from the Federal government covering all aspects including bidding, awarding, tracking, compliance, record retention is required.
- Compliance with state and federal laws and state authorizations for towns is required.
- If sub-awards involved, Town must impose legal restrictions and track Uniform Guideline and legal compliance with contractors. (Sub-award example would be a non-profit distributing funds for utility payments.)
- Limitations on expenditures to approved/specific categories. (see printout)
- Justification is required for expenditures to approved/specific categories.

Challenges for Town:

- Assistance from Kerr-Tar COG needed for all aspects of administering ARP grant funds.
- Town has no qualification in sub-recipient projects or need based projects.
- Lack of time and staff to manage complexity. Town applying for 5 to 6 more grants in spring of 2022 (2 for water/sewer, two for grocery store, one for business equipment, one for replacement of backhoe).

Existing Plans and Priorities:

- W/S and WWTP Capital Improvement Plans
- Streetscape Plan
- Annual Budget priority List
- Goal-setting priority list



Define the Project

Is there State Law Authority?

Is all or some portion of the project within an ARP/CLFRF Category?

What are the compliance, justification, reporting, documentation requirements?

Eligible Project

Expenditure Category (EC)	EC Sub-Levels
1 Public Health	1.1 COVID-19 Vaccination 1.2 COVID-19 Testing 1.3 COVID-19 Contact Tracing 1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.) 1.5 Personal Protective Equipment 1.6 Medical Expenses (including Alternative Care Facilities) 1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency 1.8 Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine) 1.9 Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19 1.10 Mental Health Services 1.11 Substance Use Services 1.12 Other Public Health Services
2 Negative Economic Impacts	2.1 Household Assistance: Food Programs 2.2 Household Assistance: Rent, Mortgage, and Utility Aid 2.3 Household Assistance: Cash Transfers 2.4 Household Assistance: Internet Access Programs 2.5 Household Assistance: Eviction Prevention 2.6 Unemployment Benefits or Cash Assistance to Unemployed Workers 2.7 Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives) 2.8 Contributions to UI Trust Funds 2.9 Small Business Economic Assistance (General) 2.10 Aid to Nonprofit Organizations 2.11 Aid to Tourism, Travel, or Hospitality 2.12 Aid to Other Impacted Industries 2.13 Other Economic Support 2.14 Rehiring Public Sector Staff
3 Services to Disproportionately Impacted Communities	3.1 Education Assistance: Early Learning 3.2 Education Assistance: Aid to High-Poverty Districts 3.3 Education Assistance: Academic Services 3.4 Education Assistance: Social, Emotional, and Mental Health Services 3.5 Education Assistance: Other 3.6 Healthy Childhood Environments: Child Care 3.7 Healthy Childhood Environments: Home Visiting 3.8 Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System 3.9 Healthy Childhood Environments: Other 3.10 Housing Support: Affordable Housing 3.11 Housing Support: Services for Unhoused Persons 3.12 Housing Support: Other Housing Assistance 3.13 Social Determinants of Health: Other 3.14 Social Determinants of Health: Community Health Workers or Benefits Navigators 3.15 Social Determinants of Health: Lead Remediation 3.16 Social Determinants of Health: Community Violence Interventions
4 Premium Pay	4.1 Public Sector Employees 4.2 Private Sector: Grants to Other Employers
5 Infrastructure	5.1 Clean Water: Centralized Wastewater Treatment 5.2 Clean Water: Centralized Wastewater Collection and Conveyance 5.3 Clean Water: Decentralized Wastewater 5.4 Clean Water: Combined Sewer Overflows 5.5 Clean Water: Other Sewer Infrastructure 5.6 Clean Water: Stormwater 5.7 Clean Water: Energy Conservation 5.8 Clean Water: Water Conservation 5.9 Clean Water: Nonpoint Source 5.10 Drinking water: Treatment 5.11 Drinking water: Transmission & Distribution 5.12 Drinking water: Transmission & Distribution: Lead Remediation 5.13 Drinking water: Source 5.14 Drinking water: Storage 5.15 Drinking water: Other water infrastructure 5.16 Broadband: "Last Mile" projects 5.17 Broadband: Other projects
6 Revenue Replacement	6.1 Provision of Government Services
7 Administrative	7.1 Administrative Expenses 7.2 Evaluation and Data Analysis 7.3 Transfers to Other Units of Government 7.4 Transfers to Non-entitlement Units (States and territories only)



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

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

Resolution for Accepting American Rescue Plan Act funds

WHEREAS, the Town of Warrenton is eligible for funding from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF).

WHEREAS, the North Carolina General Assembly will provide for the distribution of funds to eligible North Carolina municipalities; and

WHEREAS, before receiving a payment, the Town Council is required to formally accept the CSLRF funds;

WHEREAS, revenue received under the CSLRF must only be spent for purposes authorized by the CSLRF, and applicable regulations, and by state law;

WHEREAS, revenue received under the CSLRF must be accounted for in a separate fund and not co-mingled with other revenue for accounting purposes; and

WHEREAS, the Town of Warrenton must comply with all applicable budgeting, accounting, contracting, reporting, and other compliance requirements for CSLRF funds.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Warrenton that we do hereby accept and request CSLRF funding to be distributed by the State of North Carolina; and

FURTHER RESOLVED that the Town of Warrenton affirms that the CSLRF revenue will only be used for the purposes prescribed in the CSLRF, and in US Treasury guidance in 31 CFR, Part 35, and any applicable regulations, and in accordance with state law; and

FUTHER RESOLVED that the Town of Warrenton will comply with procedures created by the North Carolina General Assembly and the US Treasury Department to receive funds under the act; and

FURTHER RESOLVED that the Town of Warrenton will account for CSLRF in a separate fund and not co-mingle it with other revenues for accounting purposes and will comply with all applicable federal and state budgeting, accounting, contracting, reporting, and other compliance requirements for CSLRF funds; and

FURTHER RESOLVED that the Town Council of the Town of Warrenton designates and directs the [Town Manager/Mayor/Town Finance Officer] to take all actions necessary on behalf of the town council to receive the CSLRF funds.

ADOPTED, this the ___ day of _____, 20__.

Mayor

Town Clerk

Date: 10-30-21

Client:
Town of Warrenton
113 S Bragg St
Warrenton, NC 27589

IT Services Agreement

Newcomb Tech will provide unlimited IT Support for all workstations, laptops and servers during normal operation hours of Monday – Friday 8:00am – 5:00pm excluding holidays observed by Newcomb Tech.

Services Included:

- IT support labor for all workstations, laptops and servers and network connected equipment.
- Hardware monitoring and patch management for all desktops, laptops, and servers.
- Remote monitoring of Internet connectivity of all Internet connections.

Terms and Conditions:

- Customer is responsible for backing up all data.
- Newcomb Tech offers no warranty for existing equipment not under manufacturer warranty.
- Newcomb Tech is not responsible for any equipment failure or loss of data while servicing or repairing equipment.
- Newcomb Tech is not responsible for license compliance for customer.
- IT Services agreement will be reviewed and adjusted based on needs of customer annually or semi-annually.
- After Hour and holiday rates are as follows:
 - Remote Support billed in 30 minute minimum and 30-minute increments \$75/hour
 - Onsite Support billed in 1 hour minimum and 30-minute increments \$150/hour

Monthly Price - \$924/month

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Billers Agreement

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish,

Biller Agreement

disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than 5%, provided, however, that such increase may not apply during the Initial Term and may not occur more than once per Renewal Term.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of three (3) years after the Go Live Date ("Initial Term") and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached and incorporated by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not

Biller Agreement

responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller’s Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer’s account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller’s software and service providers and providing to Invoice Cloud the information required to integrate with Biller’s billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller’s costs, and reasonable attorneys’ fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller’s failure to resolve a payment dispute concerning debts owed to Biller or Biller’s negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the “Implementation”). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated on the SOW and Biller Order Form change requests and modifications to existing platform functionality not stated in the SOW and Biller Order Form;
- Additional integrations or integration modifications after Go Live Date, not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller’s specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties;
- Data conversion not listed in the SOW, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party’s email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party’s address on record in Invoice Cloud’s account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184

Biller Agreement

Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

Invoice Cloud

Statement of Work

Town of Warrenton, NC

Overview

The Invoice Cloud (IC) suite of services (The Service) will give the Town of Warrenton (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the Town of Warrenton to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Biller – Merchant / Town of Warrenton
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Biller’s customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry’s most common browsers.

2. Data Integration

Invoice Cloud does maintain an integration with Southern Software. The integration for the Town of Warrenton will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Biller’s customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

- d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. The system will accept partial, full, or overpayments as defined by the Biller.
- g. The Payer will register with the Service using the authentication method designated by Biller.
- h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- i. The Payer will receive an email confirmation of payment after any payment process.
- j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- k. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
- b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
 - ACH Reject Notifications
 - Batch Close Notifications
 - Daily Management Report
 - File Processing Notifications
 - Month End Billing Invoice
 - Paperless Customer Email Bounce Daily Report

- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
 - Status Notifications (notifications of planned outages, new features, etc.)
- e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing Auto-Pay and scheduled payments
 - allowing customers to update their phone or mailing address through the payer portal
 - allowing customers to pay less than, or more than the balance due based on receivable type
 - updating Refund Policy description
 - updating customer service phone number

5. **Biller Portal - Reporting**

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

- a. Reports:
- b. Search Customers*
- c. Search Invoices
- d. Search Payment Transactions*
- e. Monthly Summary
- f. Registration Report*
- g. Autopay Report*
- h. Paperless Report*
- i. Data Synchronization History
- j. EFT/ACH Rejects*
- k. View Scheduled Payments*
- l. Invoice File History
- m. Import Errors
- n. Daily Payments Received*
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
 - Email Statistics
 - Email Tracking
 - Bounced Email Report

6. **Payer Email Notifications**

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentation and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

- a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.

- b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.
- First Invoice Email Notification
 - Second Invoice Email Notification
 - Third Invoice Email Notification
 - Payment Transaction Receipt
 - Declined Auto Pay Transaction
 - Late Fee Email Notification
 - Declined Scheduled Payment Notification
 - Registered Customer Welcome Email
 - AutoPay Registration Notification
 - Paperless Registration Notification
 - ACH Reject/Chargeback Notices (with reason codes and descriptors)
 - Credit Card Expiration Notification
 - Scheduled Payment Confirmation
 - AutoPay Reminder Notification
 - FlexPay Confirmation Notification
 - Scheduled Payment Reminder
 - Paperless Off Confirmation
 - Online Bank Direct Payment Receipt
 - Check 21 Payment Receipt
 - Linked Accounts First Notice Notification
 - Linked Accounts Second Notice Notification
 - Linked Accounts Third Notice Notification
 - AutoPay Off Confirmation
 - Conveyed Customer Notification
 - Multiple Registered Customers Welcome Email
 - Recurring Scheduled Payment Confirmation
 - Recurring Scheduled Payment Canceled

7. **Business Rules**

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. **Implementation Process**

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. **Support & Training**

- a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
- d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
 - i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
 - ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
- e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
- f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
 - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
 - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
 - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller*.

10. **Marketing**

Invoice Cloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 1-hour conference call to

review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link
- Posters with Acrylic Stands for Payment Counters
- Business card sized take-away cards with QR code
- Local cable/TV station announcement

11. CloudIVRConnect™

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. CloudSMSConnect™

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

13. CloudStore™

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

14. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices

- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the Town of Warrenton, as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Town of Warrenton

Invoice Cloud, Inc.

By: _____

By: Thomas E. Griffin

Printed Name: _____

Printed Name: Thomas E. Griffin

Title: _____

Title: President

Date: _____

Date: 10/25/2021

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B: Integration Supported Features

Modules & Features	Citi-Pak	
PRODUCTS		
Invoice Types	42- Utilities	
EBPP	Supported	
Cloud IVR Connect	Supported	
Pay by Text	Supported	
Cloud POS Connect	Not Supported	
Cloud CSR Connect	Not Supported	
KIOSK	Supported	
Pay Near Me	Supported	
DATA EXCHANGE	Method	Frequency
Invoices	Stratus	Each billing cycle
Payments	Lockbox/Payment File	Daily
AutoPay Flags	Manual via Biller Portal	As Needed
Paperless Flags	Manually via Biller Portal	As needed
Account Balances	Adjustment/Balance File - Stratus	Daily
Block Payment Method (Credit/ACH)	Manually within Biller Portal	As needed
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	Supported	
Templates	Supported	
Link to PDFs	Supported	
BATCH CLOSE		
Standard or Custom	Standard	
CUSTOM OPTIONS		
Single Sign-on	Not Supported	
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Sample Adjustment/Balance File (BAF)
Sample Payment/Lockbox file
Sample Images of Bills
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

SALES INFORMATION			
IC Sales Rep	Adam Ek	Vertical	Local Gov (Util, Tax, Misc)
Order Date	10/25/2021	Billing Software	Southern Software

BILLER INFORMATION			
Ownership Type	Government	Phone	9197332391
Legal Name	Town of Warrenton	Website URL	http://www.warrenton.nc.gov/page/water_sewer_home
Address 1	113 South Bragg Street	Bus. Open Date	
Address 2		Federal Tax ID	
City	Warrenton	<i>*Federal Tax ID and Legal Name must match on all documents</i>	
State	NC ZIP 27589		

BILLER CONTACT	
Primary Contact Name	Robert Davie
Phone	252-257-1122
Email Address	townadministrator@warrenton.nc.gov

SIGNING AUTHORITY			
Name	Robert Davie	Title	Town Administrator
Phone	252-257-1122	Fax	
		Email Address	townadministrator@warrenton.nc.gov

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)	
Note: Must include voided business check or bank letter for each unique account	
Billing Method	Monthly Invoice
Routing #	Last 4 Acct #

PAYMENT METHODS ACCEPTED	
Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*			
Description	Interval	Cost Type	Cost
Invoicing - Biller Portal Access Fee	Monthly	Fixed (\$)	\$100.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$10.00
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed (\$)	\$10.00
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed (\$)	\$10.00
Invoicing - Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.15

HARDWARE					
Card Reader Type	Swipe Only	Quantity	1	Cost per Reader	0.00
Card Reader	IDTech SREDKey			Billing Interval	

Shipping Address (if different than location address)	
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DATA RETENTION		
Months to Keep	24	*Additional Fees apply if greater than 24 months

IMPLEMENTATION CHARGES			
Description	Interval	Cost	
Implementation (per SOW)	One-Time	\$0.00 (WAIVED)	

NOTES/SPECIAL HANDLING
Full EBPP for utilities payments. Multiple Cloud Store tiles. Invoice Cloud will run autopay process and need to convert previous autopay residents to our autopay process in implementation/go-live.

[signature page follows]

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer/Authorized Official

Robert Davie

Printed Name

Town Administrator

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Thomas E. Griffin

Printed Name

President

Title

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utilities Payments	Pricing Model	Submitter	
--------------	--------------------	---------------	-----------	--

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000

Avg CC Transaction \$	140.00	Max Invoice \$	100000.00	Bill Frequency	Monthly	Avg. Bills Per Month	1000
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PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [OBD]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees
Online Bank Direct	All Payment Methods		\$0.25		No

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	3.50 %	Percent (%)	\$100000.00	2.50
All Payment Sources	ACH/EFT	\$1.50	Fixed (\$)	\$125000.00	
IVR Surcharge	All Payment Methods	\$0.95	Fixed (\$)	\$100000.00	

SERVICE FEE EXCEPTIONS

Auto Pay	ACH/EFT	\$0.30	Fixed (\$)	\$125000.00	
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #	
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NOTES / SPECIAL HANDLING

Full EBPP tile for utilities payments.
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**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Municipal Fees-Cloud Store	Pricing Model	Submitter	
--------------	----------------------------	---------------	-----------	--

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
100	100	100	100	100	100	100	100	100	100	100	100

Avg CC Transaction \$	100.00	Max Invoice \$	100000.00	Bill Frequency	Monthly	Avg. Bills Per Month	100
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	3.50 %	Percent (%)	\$100000.00	2.50
All Payment Sources	ACH/EFT	\$1.50	Fixed (\$)	\$125000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #	
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NOTES / SPECIAL HANDLING

Cloud store tile with 9 dropdowns: 1. Cemetery Fees 2. Police Report Fees 3. Court Fees 4. Parking/Ordinance Collections 5. Code Enforcement Fees 6. Zoning Board of Adjustment Fees 7. Septic Disposal Service Fees 8. Sale of Surplus Property Fees 9. Charge for Mower Service.

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Other Fees-Cloud Store	Pricing Model	Submitter	
--------------	------------------------	---------------	-----------	--

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
50	50	50	50	50	50	50	50	50	50	50	50

Avg CC Transaction \$	50.00	Max Invoice \$	100000.00	Bill Frequency	Monthly	Avg. Bills Per Month	50
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	3.50 %	Percent (%)	\$100000.00	2.50
All Payment Sources	ACH/EFT	\$1.50	Fixed (\$)	\$125000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #	
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NOTES / SPECIAL HANDLING

Cloud Store tile with 3 dropdowns 1. 5k Run 2.Branded Merchandise 3.Misc. Rev/License Tags.

Downtown Development Regulations Review Services

*To improve alignment with
community economic goals*

**North Carolina Department of Commerce
Main Street and Rural Planning Center**



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT



Presentation topics

1. Outcome and impacts
2. Purpose of project
3. The project
4. Starting the project
5. Doing the project
6. Questions and answers



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DEVELOPMENT



1. Outcomes and impacts

- Downtown regulations review may in the long term add value to municipality economic development efforts
- Report will provide recommendations to make positive changes to regulations applicable to improve downtown development and businesses
- Community impact may long term result in:
 - ✓ Increased economic investment - public and private
 - ✓ Expansion to existing businesses
 - ✓ New job creation and retention
 - ✓ New business recruitment and start-up



2. Purpose of project

- A downtown regulations review service is intended to help a municipality and your Main Street program
 - ✓ Enhance current development policies and regulations
 - ✓ Align with municipality plans (economic and land use) and goals
- Examples
 - ✓ Community wants to encourage business growth and make sure it has locations with appropriate zoning to support such development
 - ✓ Community wants to ensure that its regulations allow for a diverse mix of business uses – to be more economically resilient
- A balance between regulation and encouraging development
 - ✓ Project report findings will help the municipality better achieve development planning goals



3. The project

- Time length
 - Project length may vary from a few weeks to three months
 - A limited items review could be a short time period
 - A more extensive items review could take up to three months
- No cost
 - There are no project costs by the NC Main Street and Rural Planning Center to the municipality and associated Main Street program – labor staff time is a free service
- Memorandum of Understanding for project
 - MoU will be signed by the NC Main Street and Rural Planning Center and municipality
 - As part of MoU the municipality will adopt a resolution in support of project



NC DEPARTMENT
of COMMERCE
RURAL ECONOMIC
DEVELOPMENT



4. Starting the project

- Initial meeting will be by the NC Main Street and Rural Planning Center with client municipality Town/City staff and Main Street staff
- Project meetings to be held virtually e.g. Teams, Zoom
- A project scope and report outline will be drafted and finalized
- Once the Memorandum of Understanding and resolution is prepared and signed, the project can begin



5. Doing the project (1 of 2)

- Acquire and review municipality plans, policies, development regulations applicable to downtown
- Take virtual tour downtown e.g. Google Maps and Street View
- A project may have few review topics or multiple topics
- Typical review topics may include (or be shorter):
 - ✓ Downtown zoning, overlay districts, maps
 - ✓ Permitted and conditional uses
 - ✓ Density and dimensional requirements
 - ✓ Off-street parking and loading
 - ✓ Landscaping: screening, parking lots, street yards
 - ✓ Signs



5. Doing the project (2 of 2)

- Research other NC municipal examples of downtown regulations and plans that could be used to help the project municipality
- Apply best planning practices and prepare recommendations
- Prepare report and submit to municipality – presentation available
- The municipality and their Main Street program will be responsible to implement changes recommended in the report
- NC Main Street and Rural Planning Center staff available for advisement if needed



6. Questions and answers

- I'll be happy to answer questions

Mark Zeigler, AICP, Community Economic
Development Planner, NC Main Street and Rural
Planning Center

mzeigler@nccommerce.com

910-632-4011

**Downtown Development
Regulations Review Services**
*To improve alignment with
community economic goals*





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

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

Example of Applied Minimum Housing Standard

The City of Henderson adopted a minimum housing standard some years ago to address derelict properties. They currently maintain a staff of two inspectors and one manager dedicated to enforcement.

- Budget of \$100,000 annually for demo and cleanup
- Bid out the work, four to five properties simultaneously
- Sub-contracting the asbestos and lead paint first
- Staff trained in environmental abatement
- Cost of inspections \$500 to \$600
- Abatement as high as \$7000 to \$8000 for average size house, \$15,000 to \$20,000 for large houses

City Process:

- Compile bill and send to owner
- Allow 30 days to pay
- If no payment then lien placed on property
- Letter sent to tax office to place a lien on a foreclosure
- In the case of heir property; title searches performed, FedEx notices sent to known heirs
- Utilities arranged to be cut off
- Properties placed in hands of a responsible owner as possible, often gifting the property in exchange for redevelopment

Additional Information:

- City of Henderson owns 160 properties with 160 yards to mow and maintain
- City sued three times, but because proficient use of due process claims were dismissed

Properties in Warrenton:

- All residential properties would be affected by Minimum Housing Standard
- Would need contract inspector to evaluate properties, develop process, manage process