



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

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BOARD OF COMMISSIONERS REGULAR MEETING
7:00 PM February 12, 2024
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 Board Meeting of January 8, 2023, Minutes Public Hearing of January 8, 2023
5. Consent Agenda
 - a. Year-to-Date Revenue and Expenditure Reports (Budget vs. Actual)
 - b. Monthly Checks Report
 - c. Public Works Monthly Report
 - d. WWTP Monthly Report
 - e. Police Activity Reports
 - f. Action Items from December BOC Meeting
 - g. Budget Amendment #13
6. Committee Reports
 - a. Finance and Administration (Ms. Hunter)
 - b. Public Works (Mr. Blalock)
 - c. Public Safety (Mr. Ayscue)
 - d. Human Resources/Information Technology (Mr. White)
 - e. Revitalization/Historic District Commission (Mr. Coffman)
 - i. CORE Warrenton Presentation by Bruce Naegelen – NC Main Street
 - f. Beautification/Facilities (Ms. Sourelis)
 - g. Planning/Zoning/Annexation (Mr. Young)
7. Old Business
 - a. Status of Grants – for information
 - b. Acceptance of Bids for CDBG Neighborhood Revitalization Project Phase 2 (Mike Scott presenting) – for consideration
 - c. NCLM In-Kind Grant Resolution – for consideration
 - d. NCLM In-Kind Grant Agreement (pending legal review) – for consideration
 - e. Unaccounted Water, Fixed Rate Water – for information and discussion
 - f. Special Use Requests for 105 Halifax St. and 327 N. Main St. along with Planning Board Recommendation – for consideration
8. New Business
 - a. Contract Renewals: Auditor, Financial Software, Police Software, Elevator Maintenance (pending legal review) – for consideration
 - b. Public Works Generator Maintenance Contract – for consideration
 - c. Vacant Property Ordinance and Recent Letters – for discussion
 - d. Blue Bird signage – for discussion and consideration

- e. Schedule Public Hearing for Special Use Applications (Dameron Bldg, 305 Halifax St,) and Rezoning of Reynolds Tavern – for consideration
 - f. Donation of Land Offer – for discussion and consideration
- 9. Announcements
 - a. Goal-Setting Workshop for Board/Staff hosted by UNC SOG on March 5 at 9:00 AM
 - b. Main Street Conference registration due February 16. (March 12-14 conference)
- 10. 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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BOARD OF COMMISSIONERS REGULAR MONTHLY MEETING

December 11, 2023

7:00 P.M.

Minutes

Those in attendance were:

Mayor Walter Gardner	Commissioner Mary Hunter
Commissioner John Blalock	Commissioner Nat White
Commissioner Michael Coffman	Commissioner Dian Sourelis
Commissioner Jason Young	Commissioner Aaron Ayscue
Town Administrator, Robert Davie	
Chief Goble Lane, Police Department	
Bill Perkinson, Public Works Director	
Meredith Valentine, Finance Director	
Tracy Stevenson, Minute Taker	
Jennifer Harris Franks, Media	

Call to Order – Pledge of Allegiance and Moment of Silence

Mayor Gardner called the regular monthly meeting of the Town of Warrenton Board of Commissioners to order Monday, January 8, 2024, at 7:00 p.m. A Moment of Silence was held in memory of Commissioner Margaret Britt for her dedicated service to the Town of Warrenton. The Pledge of Allegiance was led by Commissioner Ayscue.

Conflict of Interest Statement and Proposed Agenda

The Conflict-of-Interest statement was reviewed. The Proposed Agenda was presented. Commissioner Coffman made a motion to approve the proposed agenda as presented, with a second by Commissioner Hunter. The motion was approved by unanimous vote.

Public Comments

Sherman Johnson addressed the board asking for clarification on the back flow letter received by the Warrenton Baptist Church on Bragg Street. Town Administrator, Robert Davie stated he and Public Works Director, Bill Perkinson, would reach out to Mr. Johnson via phone to go over the specifics of the letter.

Minutes

The minutes of the December 11, 2023, board meeting and public hearing were presented. Commissioner Blalock made a motion to approve the minutes as presented, with a second by Commissioner Young. The motion was approved by unanimous vote.

Consent Agenda

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

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

Committee Reports

- (a) Finance and Administration –Commissioner Hunter had no additional report other than agenda items.
- (b) Public Works – Commissioner Blalock had no additional report other than agenda items. Mr. Blalock stated that the tour of the facilities was highly informative and thanked Public Works Director, Bill Perkinson, for the tour.
- (c) Public Safety – Commissioner Ayscue had no additional report other than agenda items.
- (d) Human Resources – Information Technology – Commissioner White had no additional report other than agenda items.
- (e) Revitalization/Historic District Commission – Commissioner Coffman stated that the Historic District Commission did not meet in December. The Revitalization Committee met to discuss the rebranding of the Spring Fest to the Eastern Bluebird Fest, “Blues and Brews” to be held on April 27, 2024.
- (f) Beautification/Facilities – Commissioner Sourelis had no additional report other than agenda items.
- (g) Planning/Zoning/Annexation – Commissioner Young stated that the Planning Board met to discuss changes to the Zoning Ordinance to add Aquaponics and Hydroponics. The Planning Board recommendations will be considered during the Old Business portion of the agenda.

Old Business

(a) Status of Grants and Presentation on CDBG Grant Project Presentation –

NC DEQ Water Infrastructure WWTP – \$750,000 awarded. Received award letter. To replace 44-year-old rotors and clean out oxidation ditch #1, which are currently the most critical issues at the WWTP.

Fund 67 – NC Neighborhood Revitalization Program – CDBG funds to assist in repairing houses owned by citizens of low or moderate incomes. NC Commerce has granted an additional \$200,000 in funding due to inflation. Moving into second phase of grant, soliciting bids to rehab two additional houses.

Fund 68 – Building Reuse Grant – Town awarded \$50,000 from NC Commerce for Warrenton Veterinary Clinic. NC Commerce sent paperwork for claw back of approximately \$20,000. Paperwork submitted to NC Commerce. Two repayments due six months apart.

Fund 71 – Brownfield Grant – This \$300,000 grant will be used to analyze the environmental issues with multiple properties in Warrenton. EPA approved funding for a Landmark status application to the National Parks Service for All Saints Episcopal Church. Asbestos analysis is underway at All Saints. Two additional properties, along W. Franklin Street, will undergo Phase 1s.

Golden Leaf Storm Water Grant – Town awarded \$196,447.50 for stormwater repairs to Brehon Street. Town is awaiting a survey of affected areas, to be followed by easements prepared by town attorney.

Southern Crescent Regional Commission

The Town has been invited to submit a full application for the State Economic and Infrastructure Development (SEID) Grant Program. This grant is designed to “Foster Entrepreneurial and Business Development Activities.” Application budget will be \$120,000 of which \$20,000 is in-kind match provided by Research Triangle Foundation, Kerr-Tar COG, Lake Gaston Chamber of Commerce and Town of Warrenton. There will be no financial cost to the Town.

NCLM Assistance Grant

The Town was awarded an in-kind grant from NC League of Municipalities to evaluate and recommend changes to the Town’s zoning ordinances. Funding by ARP, the League will engage the legal firm of Parker Poe to assist the Town in making changes at no cost to the Town.

In Progress Grant Applications:

- Town-wide Water System Improvements: \$1,564,600
- Sanitary Sewer Rehabilitation: \$1,576,040
- WWTP Improvements: \$1,755,000
- Stormwater Planning Grant: \$400,000
- Award notices for the above four grants are anticipated in late February 2024.

Town Administrator, Robert Davie took this time to present to the Board a slide presentation on the progress of the Neighborhood Revitalization Grant, which included photos of the three modular homes that have been completed or nearly completed. Mr. Davie informed the board that there would be renovation projects on approximately six other homes in the next phase of the grant.

(b) Changes to Zoning Ordinances (Aquaponics, Hydroponics) – for consideration –

Commissioner Jason Young presented the Planning Board recommendation to address Aquaponics and Hydroponics in the Town’s Zoning Ordinances. The recommendation would require a special use permit in the areas zoned Commercial 2 and Industrial and would create a specific definition for Aquaponics and Hydroponics. Commissioner Ayscue made a motion to approve the ordinance changes as presented, with a second by Commissioner Blalock. The motion was approved by unanimous vote.

(c) Changes to Ordinance for Parades – for consideration – Town Administrator, Robert Davie presented the proposed changes to the ordinance for parades for consideration. He stated the changes would include “45 days” to “90 days” and an update to (A) (1) with

requirements added to the new applications (both sponsor and participant applications). Commissioner Coffman questioned if golf carts would be allowed. After some discussion, the board agreed to add: Prohibitions – All unregistered off-road vehicles, except for tractors, farm equipment, **golf carts, or UTVs**. Commissioner Blalock made a motion to approve the ordinance changes as amended, with a second by Commissioner Coffman. The motion was approved by unanimous vote.

(d) Detour signage for Parade Route (6 signs and stands) – for discussion and consideration-

Town Administrator, Robert Davie suggested six detour signs and stands, at an approximate cost of \$2,000, are needed for future parade events. Mayor Gardner asked that this request be considered during the next budget deliberations.

(e) Unaccounted Water, Fixed Rate Water – for information and discussion – Town

Administrator, Robert Davie informed the board that two areas were not addressed in the Water Rate Analysis during the December 2023 meeting. The two areas are Unaccounted-For Water and Fixed-Rate Water. These areas were not addressed because of a large system leak, which skewed any possible projections. The leak has since been discovered and repaired and the Town has accumulated data for 22 days and would like another couple of weeks assess and calculate data for the Board. Commissioner White questioned whether there is technology available to find leaks. Mr. Davie stated he was not aware of anything, but stated he would continue to look into same.

New Business

(a) Goal-Setting Workshop for Board/Staff hosted by UNC SOG in early March – for discussion and consideration –

Town Administrator, Robert Davie stated that these workshops with the School of Government have been very successful in the past. The Board agreed to commit to the Workshop with the UNC SOG and Mr. Davie will send out emails with proposed dates to verify availability with all Commissioners.

(b) Budget Amendments 11, 12 – for discussion and consideration –

Town Administrator, Robert Davie presented Budget Amendment #11 to pay the first installment on the parking lot loan. Commissioner Coffman made a motion to approve the budget amendment as presented, with a second by Commissioner Hunter. The motion was approved by unanimous vote. Mr. Davie presented Budget Amendment #12, to transfer from expense lines in various funds into a single General Fund line item to be used for the Goal Setting Session with UNC School of Government. Commissioner Blalock made a motion to approve the budget amendment as presented, with a second by Commissioner White. The motion was approved by unanimous vote.

(c) Statement of Interest to Serve – Planning Board – for discussion and consideration –

Town Administrator, Robert Davie presented a Statement of Interest to Serve from Stephen White for a vacant seat on the Planning Board. Commissioner Ayscue made a motion to approve the appointment of Stephen White to serve on the Planning Board, with a second by Commissioner Sourelis. Commissioner White abstained from the vote due to the fact that Stephen White is his brother. The motion was approved by unanimous vote of the remaining board members.

(d) USDA RDBG Grant Application – for discussion and consideration –

Town Administrator, Robert Davie requested permission from the Board to apply for a USDA RDBG Grant in the amount of \$25,000 with no town match required. Applying on behalf of the town is Downtown Redevelopment Services, an experienced municipal planning consulting firm that specializes in revitalizing downtown or commercial corridors, Main Streets, and small, rural communities. For Warrenton, DTRedevelopment will focus on

Property Activation, a community-driven process to evaluate, plan and implement a sustainable future for underutilized Main Street properties. They will help guide the Town and owners in developing an individualized plan to reach a property's highest potential use and maximum return on investment. 50% of the potential award will be applied to DTRedevelopment and 50% will be applied to Locable.com. Locable.com will most likely work with the Revitalization Committee to provide software solutions to automate our community calendar and business directory, offer an Express Email Newsletter solution, or assist in things like events registration and donations in a simple solution. They will host a Marketing 3-4-5™ Workshop outlining ways small businesses in rural areas can better market themselves in a modern, digital marketplace. There is no required match from the Town. Although a local match improves the scoring and chances of an award, the Town would not be offering a match. Together, these two organizations applied on behalf of a number of municipalities last year. Commissioner White made a motion to allow Mr. Davie to apply for the USDA RDBG Grant for the Town, with a second by Commissioner Hunter. The motion was approved by unanimous vote.

- (e) **FEMA Cyber Security Grant Application – for discussion and consideration** – Town Administrator, Robert Davie requested permission to apply for the FEMA State and Local Cybersecurity Grant Program in the amount of \$85,000 with no Town match required. The Town of Warrenton would migrate from its existing cloud email services from GoDaddy to Microsoft 365. The Microsoft 365 platform will provide a significant increase in protection with modern security tools, enterprise reliability, Service Level Agreements, and compliance resources that Warrenton needs to ensure secure operations going forward. Warrenton will take advantage of the Microsoft Defender security product for both Office 365 and endpoints. In addition to the above project, which aids in the prevention of a cybersecurity incident, the Town of Warrenton will also implement detection and response measures to ensure the continuity of operations. Detection measures include managed detection of and response to anomalous or malicious activities on endpoints and in Microsoft 365, and annual penetration testing or vulnerability assessments performed by a cybersecurity partner. These services will minimize the impact and duration of any cyber security breach or event. Commissioner Blalock made a motion to approve the grant application, with a second by Commissioner Hunter. The motion was approved by unanimous vote.

- (f) **NCLM Grant Summary – for discussion and consideration** – Town Administrator, Robert Davie requested permission to accept an NCLM Assistance Grant with no Town match required. The town has been approved for an assistance grant through NCLM to assist in the updating of Town zoning ordinances. The law firm of Parker Poe will be working with the Town to identify areas for updating and correction. At some point the Town will need a major overhaul of zoning ordinances, possibly creating a Unified Development Ordinance, but this assistance from Parker Poe should be sufficient in the short term. Commissioner Young made a motion to approve moving forward with the grant application, with a second by Commissioner Hunter. The motion was approved by unanimous vote.

- (g) **Water and Sewer Adjustment for Michael Bernstein – for discussion and consideration**

Town Administrator, Robert Davie presented a request from property owner, Michael Bernstein for a bill adjustment due to a leak at 165 Holland Bland Road. Mr. Davie

recommended charging Mr. Bernstein for only the Town's cost of water at the time of the leak in the amount of \$1,690.87. Mr. Bernstein informed the Board that he feels he should be granted this adjustment due to the revenue his rental properties bring to the Town. Mr. Bernstein further requested that he be allowed to make monthly payments. Commissioner White made a motion to approve the request, with a second by Commissioner Sourelis. The motion was approved by unanimous vote.

- (h) **Closed Session for Personnel Matter NC GS§ 143-318.11 (A)(6)** – Mayor Gardner announced that the Board would now enter into closed session. Commissioner Blalock made a motion to proceed with closed session, with a second by Commissioner Hunter. The motion was approved by unanimous vote. Commissioner Hunter made a motion to resume open session, with a second by Commissioner Blalock. The motion was approved by unanimous vote.

Announcements – Town Administrator, Robert Davie announced a public hearing for an Historic District update at 5:30 PM, January 22, 2024, at Town Hall.

With no further business, the meeting was adjourned.



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PUBLIC HEARING
Allowing Short-term Rentals or Air B and B
January 8, 2024
6:45 PM

Mayor Gardner called the Public Hearing of the Town of Warrenton Board of Commissioners to order on Monday, January 8, 2024 at 6:45 p.m. The purpose of this public hearing is to receive comments on allowing short-term rentals or an Air B and B at 105 Halifax Street and 327 N. Main Street. Those attending were Mayor Walter Gardner, Town Administrator, Robert Davie, Commissioners Mary Hunter, John Blalock, Michael Coffman, Jason Young, Aaron Ayscue, Nat White, Dian Sourelis, and Chief Goble Lane.

Mayor Gardner asked for public comments.

There were no other public comments.

With no comments voiced during the Public Hearing, the meeting was closed.

Budget vs Actual

Town of Warrenton
2/5/2024 3:05:00 PM

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Period Ending 1/31/2024

34 FRONTIER WARREN								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
34-351-422 Rent Paid to Town Frontier Warren	31,000	0.00	1,520.00	1,520.00	14,860.00	(16,140.00)	48%	
34-381-037 Transfer in from GF	14,870	0.00	0.00	0.00	14,870.00	0.00	100%	
Revenues Totals:	45,870	0.00	1,520.00	1,520.00	29,730.00	(16,140.00)	65%	
Expenses								
34-405-203 Supplies	700	0.00	66.46	66.46	66.46	633.54	9%	
34-405-250 Lights/Heat/Security	3,000	287.68	272.86	272.86	1,402.58	1,309.74	56%	
34-405-251 Telephone/Internet	3,000	1,043.03	188.97	188.97	1,713.75	243.22	92%	
34-405-255 Bldg Maint/Clean Srvs	2,700	355.00	410.00	410.00	2,177.00	168.00	94%	
34-405-400 Liability Insurance	170	0.00	0.00	0.00	37.50	132.50	22%	
34-405-422 Rent Paid by Town	36,000	12,000.00	3,000.00	3,000.00	24,000.00	0.00	100%	
34-405-499 Miscellaneous	300	0.00	0.00	0.00	0.00	300.00		
Non-Departmental Totals:	45,870	13,685.71	3,938.29	3,938.29	29,397.29	2,787.00	94%	
Expenses Totals:	45,870	13,685.71	3,938.29	3,938.29	29,397.29	2,787.00	94%	
34 FRONTIER WARREN	Revenues Over/(Under) Expenses:		(2,418.29)	(2,418.29)	332.71			

Budget vs Actual

Town of Warrenton
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Period Ending 1/31/2024

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
37-302-301 Ad Valorem Taxes - Current	456,502	0.00	130,122.16	130,122.16	315,776.63	(140,725.37)	69%
37-302-302 Ad Valorem Taxes - Prior Year	4,000	0.00	219.96	219.96	4,463.44	463.44	112%
37-302-303 Ad Valorem Taxes - all other prior years	4,000	0.00	0.00	0.00	191.99	(3,808.01)	5%
37-302-304 Ad Valorem Taxes - Penalties & Interest	4,000	0.00	51.18	51.18	998.24	(3,001.76)	25%
37-307-310 Motor Vehicles - Current	43,259	0.00	3,557.49	3,557.49	23,966.58	(19,292.42)	55%
37-320-320 Local Option Sales Tax Monthly	385,000	0.00	30,385.27	30,385.27	130,151.07	(254,848.93)	34%
37-320-321 Annual Refund of Sales Tax the Town paid	25,000	0.00	0.00	0.00	27,233.70	2,233.70	109%
37-325-325 Utility Franchise Tax Quarterly	86,000	0.00	0.00	0.00	21,466.65	(64,533.35)	25%
37-325-326 Beer & Wine Tax Annual	3,400	0.00	0.00	0.00	0.00	(3,400.00)	
37-325-328 Refund of Gas Tax paid monthly	1,200	0.00	98.42	98.42	410.28	(789.72)	34%
37-325-329 PD Narcotics Tax	154	0.00	0.00	0.00	0.00	(154.00)	
37-325-330 Solid Waste Disposal Tax Qrly	600	0.00	0.00	0.00	342.43	(257.57)	57%
37-335-335 Powell Bill	29,013	0.00	0.00	0.00	31,826.31	2,813.31	110%
37-345-344 Historic District Comm Fees	0	0.00	0.00	0.00	100.00	100.00	
37-345-345 Zone Board of Adj	1,800	0.00	450.00	450.00	2,575.00	775.00	143%
37-345-346 Code Enforcement	2,750	0.00	150.00	150.00	1,525.00	(1,225.00)	55%
37-351-350 Run Warrenton 5K	2,500	0.00	0.00	0.00	0.00	(2,500.00)	
37-351-353 Landfill Fees Residential	208,224	0.00	17,520.83	17,520.83	117,677.46	(90,546.54)	57%
37-351-355 Cemetery Fees	700	0.00	0.00	0.00	0.00	(700.00)	
37-351-356 Police Rpt Fees	55	0.00	0.00	0.00	30.00	(25.00)	55%
37-351-357 Court Fees	200	0.00	27.00	27.00	177.16	(22.84)	89%
37-351-360 Cell Tower Rent	32,340	0.00	0.00	0.00	16,170.00	(16,170.00)	50%
37-351-361 Parking/Ordinance Collections PD	700	0.00	20.00	20.00	270.00	(430.00)	39%
37-351-401 Debt Setoff Landfill	100	0.00	0.00	0.00	79.50	(20.50)	80%
37-365-001 Interest Income	50	0.00	0.00	0.00	29.90	(20.10)	60%

Budget vs Actual

Town of Warrenton
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Period Ending 1/31/2024

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-365-351 Revitalization Comm	9,500	0.00	100.00	100.00	1,280.00	(8,220.00)	13%
37-365-358 Branded Merchandise for Sale	0	0.00	0.00	0.00	200.00	200.00	
37-365-366 Surplus Property	4,808	0.00	2,024.82	2,024.82	6,832.06	2,024.06	142%
37-365-370 WWTP 25% of GF Exp	60,675	0.00	0.00	0.00	30,849.60	(29,825.40)	51%
37-365-371 WS 25% of GF Exp	107,630	0.00	0.00	0.00	54,302.82	(53,327.18)	50%
37-365-401 Mis/Revenue/License Tags	2,000	0.00	(82.00)	(82.00)	(82.00)	(2,082.00)	-4%
37-365-410 Interest Investment NCCMT	20,000	0.00	0.00	0.00	14,333.58	(5,666.42)	72%
37-365-501 Misc Revenue POLICE	500	0.00	0.00	0.00	0.00	(500.00)	
37-381-032 Transfer In from Parking Lot Fund	4,369	0.00	4,369.20	4,369.20	4,369.20	0.00	100%
37-395-396 Appropriated Fund Balance (Budget Only)	90,531	0.00	0.00	0.00	0.00	(90,530.80)	
Revenues Totals:	1,591,560	0.00	189,014.33	189,014.33	807,546.60	(784,013.40)	51%
Expenses							
37-401-010 Salary - Full Time	170,770	0.00	13,687.80	13,687.80	95,537.03	75,232.97	56%
37-401-012 Salary - Adm Assistant	52,868	0.00	4,024.00	4,024.00	28,718.00	24,150.00	54%
37-401-020 ER-FICA Taxes	13,064	0.00	1,046.52	1,046.52	7,150.20	5,913.80	55%
37-401-021 ER-FICA Taxes - Adm Assistant	4,045	0.00	307.24	307.24	2,346.38	1,698.62	58%
37-401-030 ER-Retirement - Orbit	44,057	0.00	3,489.22	3,489.22	24,478.21	19,578.79	56%
37-401-040 ER-Health Insurance	38,375	12,455.58	3,010.29	3,010.29	24,232.04	1,687.38	96%
37-401-050 ER-Life Insurance	576	192.00	48.00	48.00	384.00	0.00	100%
37-401-060 ER-Workman's Comp	283	0.00	19.43	19.43	283.28	0.00	100%
37-401-200 Travel Expense	1,200	0.00	101.17	101.17	267.53	932.47	22%
37-401-203 Supplies	4,950	731.26	640.90	640.90	1,895.13	2,323.61	53%
37-401-250 Light, Heat & Security	8,000	1,362.78	804.31	804.31	4,461.90	2,175.32	73%
37-401-251 Telephone & Postage	4,515	1,336.29	302.00	302.00	1,642.46	1,536.25	66%
37-401-255 Bldg. Maint/ Clean SVS	6,160	2,978.65	503.32	503.32	2,176.61	1,004.74	84%
37-401-256 Bank Fees/ Petty Cash	3,750	0.00	300.00	300.00	2,110.00	1,640.00	56%
37-401-295 Training	1,140	895.00	0.00	0.00	0.00	245.00	79%
37-401-301 Computer Maint	4,800	3,154.67	126.00	126.00	1,493.82	151.51	97%

Budget vs Actual

Town of Warrenton
2/5/2024 3:05:00 PM

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Period Ending 1/31/2024

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-401-302 Software Support	3,478	653.10	42.97	42.97	2,814.80	9.76	100%
37-401-304 Website	1,600	0.00	0.00	0.00	812.50	787.50	51%
37-401-305 Technology Upgrades	1,880	0.00	0.00	0.00	1,861.91	18.09	99%
37-401-306 Awning 25% Fund	500	0.00	0.00	0.00	0.00	500.00	
37-401-307 Special Events	1,886	0.00	386.72	386.72	1,828.19	58.10	97%
37-401-309 Advertising	2,270	0.00	171.50	171.50	650.50	1,619.50	29%
37-401-310 Dues & Subscriptions	2,956	516.00	50.00	50.00	2,440.00	0.00	100%
37-401-325 NC Sales/Use Tax Paid (No Tax)	700	0.00	108.47	108.47	625.55	74.45	89%
37-401-400 Liability Insurance	7,000	0.00	1,337.60	1,337.60	2,279.98	4,720.02	33%
37-401-401 County Tax Collection Svs	7,994	0.00	1,955.94	1,955.94	4,898.71	3,095.29	61%
37-401-405 Audit Expense	11,500	0.00	0.00	0.00	11,500.00	0.00	100%
37-401-410 Election Cost	5,000	5,000.00	0.00	0.00	0.00	0.00	100%
37-401-420 Attorney Fees	3,500	2,400.00	0.00	0.00	0.00	1,100.00	69%
37-401-497 Sales & Uses Tax Expense	0	0.00	1,012.18	1,012.18	13,229.55	(13,229.55)	
37-401-499 Miscellaneous Expense	155	0.00	0.00	0.00	155.00	0.00	100%
37-401-500 Capital Outlay \$5000 and Above	15,000	0.00	0.00	0.00	15,000.00	0.00	100%
37-401-801 Town Hall Roof Loan-Principal	1,389	0.00	0.00	0.00	1,388.67	0.22	100%
37-401-802 Truist Parking Lot Loan Principal	4,827	0.00	4,827.25	4,827.25	4,827.25	0.00	100%
37-401-831 Town Hall Roof Loan - Interest Admin	28	0.00	0.00	0.00	28.11	0.00	100%
37-401-832 Truist Parking Lot Loan Interest	3,294	0.00	3,293.75	3,293.75	3,293.75	0.00	100%
37-401-998 Contingency	684	0.00	0.00	0.00	0.00	684.15	
General Government Totals:	434,194	31,675.33	41,596.58	41,596.58	264,811.06	137,707.99	68%
37-402-014 Mayor Part Time Salary	1,500	0.00	125.00	125.00	875.00	625.00	58%
37-402-020 ER - FICA TAXES	115	0.00	9.56	9.56	66.92	48.08	58%
37-402-060 Workers Comp Mayor & Council	70	0.00	0.00	0.00	57.68	12.32	82%
37-402-295 Training	930	230.00	0.00	0.00	700.00	0.00	100%
37-402-402 Commission offsite meetings	200	0.00	0.00	0.00	158.00	42.00	79%
Governing Body Totals:	2,815	230.00	134.56	134.56	1,857.60	727.40	74%

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-405-345 Zoning/Ordinances	200	0.00	0.00	0.00	0.00	200.00	
37-405-407 Branded Clothing Sales	500	0.00	0.00	0.00	0.00	500.00	
37-405-423 Quilters Lane	2,453	2,050.40	0.00	0.00	313.39	89.43	96%
37-405-430 Historic District Comm	220	0.00	0.00	0.00	0.00	220.00	
37-405-440 Run Warrenton 5K	2,500	0.00	0.00	0.00	0.00	2,500.00	
37-405-450 Revitalization Comm	8,655	0.00	0.00	0.00	1,129.34	7,526.06	13%
37-405-470 Small Town Maint St	2,500	0.00	0.00	0.00	375.00	2,125.00	15%
Non-Departmental Totals:	17,029	2,050.40	0.00	0.00	1,817.73	13,160.49	23%
37-501-010 SALARY FULL TIME	206,946	0.00	14,396.04	14,396.04	95,398.15	111,547.60	46%
37-501-014 Salary - Part Time	75,000	0.00	8,760.00	8,760.00	58,912.42	16,087.58	79%
37-501-016 Salary - Admin Assistant	37,100	0.00	2,811.20	2,811.20	20,228.40	16,871.60	55%
37-501-019 Salary - Over-Time	12,000	0.00	976.62	976.62	11,744.31	255.69	98%
37-501-020 ER-FICA Taxes	24,438	0.00	2,051.02	2,051.02	14,174.27	10,263.73	58%
37-501-030 ER - Retirement Orbit	63,903	0.00	3,765.15	3,765.15	26,132.56	37,770.44	41%
37-501-031 ER - 401K 5%	13,618	8,036.45	768.63	768.63	5,581.55	0.00	100%
37-501-040 ER - Health Insurance	49,620	7,797.05	1,940.30	1,940.30	15,191.85	26,631.10	46%
37-501-050 ER - Life Insurance	1,010	0.00	64.00	64.00	467.79	542.21	46%
37-501-060 ER - Workman's Comp	6,420	0.00	509.65	509.65	4,736.63	1,683.37	74%
37-501-200 Travel Expense	1,000	290.00	0.00	0.00	250.00	460.00	54%
37-501-203 Supplies	4,900	1,519.18	233.17	233.17	2,252.31	1,128.51	77%
37-501-204 Uniforms	3,000	285.93	58.99	58.99	1,720.20	993.87	67%
37-501-205 Equipment & Material	3,500	394.33	0.00	0.00	1,637.20	1,468.47	58%
37-501-250 Light, Heat & Security	9,500	2,764.90	804.31	804.31	3,483.43	3,251.67	66%
37-501-251 Telephone & Postage	9,237	4,952.01	711.07	711.07	3,913.34	371.65	96%
37-501-252 Fuel	20,000	6,562.27	0.00	0.00	13,437.73	0.00	100%
37-501-255 Bldg Maint/Clean Svs	6,320	2,978.66	503.32	503.32	2,320.59	1,020.75	84%
37-501-295 Training	2,000	650.00	250.00	250.00	450.00	900.00	55%
37-501-301 Computer Maint	5,990	3,017.68	0.00	0.00	1,949.32	1,023.00	83%
37-501-302 Software Support	8,553	1,101.78	300.00	300.00	6,627.57	823.65	90%

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37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-501-305 Technology Upgrades	1,000	0.00	0.00	0.00	0.00	1,000.00		
37-501-318 Freight Charges	500	20.00	0.00	0.00	200.99	279.01	44%	
37-501-351 Maint & Repair Equip	6,680	0.00	0.00	0.00	6,133.06	546.94	92%	
37-501-370 2019 Dodge Car 100	1,500	164.32	196.65	196.65	398.93	936.75	38%	
37-501-371 2017 Dodge Car 200	2,800	1,425.26	56.01	56.01	841.96	532.78	81%	
37-501-372 2016 Dodge Car 300	1,500	0.00	388.23	388.23	989.75	510.25	66%	
37-501-373 2017 Dodge Car 400	3,500	2,435.40	351.96	351.96	573.27	491.33	86%	
37-501-374 2010 Ford Car 500	406	0.00	0.00	0.00	406.11	0.00	100%	
37-501-375 2008 Ford Car 600	1,594	500.00	574.63	574.63	637.88	456.01	71%	
37-501-376 2019 Dodge Car 700	2,075	428.72	524.50	524.50	659.03	987.25	52%	
37-501-377 2023 Dodge Car 125	1,500	176.13	234.19	234.19	387.14	936.73	38%	
37-501-378 2023 Dodge Car 225	5,979	1,978.70	3,199.43	3,199.43	3,205.54	795.01	87%	
37-501-400 Liability Insurance	18,000	0.00	0.00	0.00	2,723.24	15,276.76	15%	
37-501-415 Police Shots Medical	1,000	0.00	0.00	0.00	110.00	890.00	11%	
37-501-433 COP Program	500	110.32	0.00	0.00	242.89	146.79	71%	
37-501-436 PD Narcotics Tax/Proceeds	154	0.00	0.00	0.00	0.00	154.00		
37-501-499 Miscellaneous	4,898	1,335.00	0.00	0.00	402.47	3,160.53	35%	
37-501-801 Town Hall Roof Loan Principal	1,389	0.00	0.00	0.00	1,388.67	0.22	100%	
37-501-802 Police 2017 Cars Loan Principal (USDA)	4,484	0.00	0.00	0.00	4,483.83	0.17	100%	
37-501-803 Police Security Camera Loan Principal (USDA)	1,303	0.00	0.00	0.00	1,302.18	0.82	100%	
37-501-804 Police 2019 Cars Loan Principal (USDA)	4,822	0.00	0.00	0.00	4,821.02	0.98	100%	
37-501-805 Police 2023 Cars Loan Principle (USDA)	7,177	0.00	0.00	0.00	0.00	7,177.00		
37-501-831 Town Hall Roof Loan - Interest PD	28	0.00	0.00	0.00	28.11	0.00	100%	
37-501-832 Police 2017 Cars Loan Interest (USDA)	297	0.00	0.00	0.00	296.17	0.83	100%	
37-501-833 Police Security Camera Loan	31	0.00	0.00	0.00	30.82	0.18	99%	

Budget vs Actual

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Interest (USDA)							
37-501-834 Police 2019 Cars Loan Interest (USDA)	605	0.00	0.00	0.00	604.98	0.02	100%
37-501-835 Police 2023 Cars Loan Interest (USDA)	1,801	0.00	0.00	0.00	0.00	1,801.00	
Police Department Totals:	639,578	48,924.09	44,429.07	44,429.07	321,477.66	269,176.25	58%
37-601-014 Salary - Part Time Code Enforcement	2,682	0.00	0.00	0.00	1,220.47	1,461.53	46%
37-601-020 ER-FICA Taxes	230	0.00	0.00	0.00	93.34	136.66	41%
37-601-060 Workers Comp	660	0.00	0.00	0.00	620.56	39.44	94%
37-601-252 Fuel/Truck Expense/Insurance	456	0.00	0.00	0.00	456.00	0.00	100%
37-601-352 Vehicle Maintenance	200	0.00	0.00	0.00	0.00	200.00	
37-601-437 Contract Srvs Fire Protection	70,000	0.00	5,833.33	5,833.33	40,833.31	29,166.69	58%
37-601-475 Donation to Town Fire	1,547	0.00	0.00	0.00	1,546.30	0.35	100%
37-601-476 Code Enforcement Exp	550	0.00	0.00	0.00	544.00	6.35	99%
Fire Totals:	76,325	0.00	5,833.33	5,833.33	45,313.98	31,011.02	59%
37-651-330 Christmas Lights/Santa House	1,730	450.00	100.00	100.00	924.95	355.05	79%
37-651-331 Haley Haywood Park	785	0.00	0.00	0.00	0.00	785.00	
37-651-332 Signs below \$5,000	2,000	0.00	0.00	0.00	650.00	1,350.00	33%
37-651-333 Street Beautification - Below \$5,000	6,235	0.00	0.00	0.00	3,634.69	2,600.31	58%
37-651-335 Street Lighting Electric Bill	24,000	7,617.21	2,606.72	2,606.72	16,382.79	0.00	100%
Signs and Lights Totals:	34,750	8,067.21	2,706.72	2,706.72	21,592.43	5,090.36	85%
37-701-010 Salary - Full Time	59,178	0.00	4,654.42	4,654.42	32,647.10	26,530.90	55%
37-701-014 Salary - Part Time	17,451	0.00	1,323.48	1,323.48	8,361.53	9,089.47	48%
37-701-019 Over-Time	1,338	0.00	0.00	0.00	122.91	1,215.09	9%
37-701-020 ER-FICA Taxes	5,964	0.00	456.12	456.12	3,137.57	2,826.43	53%
37-701-030 ER - Retirement - Orbit	15,360	0.00	1,105.53	1,105.53	7,787.25	7,572.75	51%
37-701-040 ER-Health Insurance	21,706	6,716.07	1,722.23	1,722.23	13,921.28	1,068.65	95%

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37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-701-050 ER-Life Insurance	388	28.64	47.20	47.20	359.20	0.16	100%	
37-701-060 ER-Workman's Comp	1,837	0.00	62.02	62.02	1,761.51	75.49	96%	
37-701-203 Supplies	3,200	182.58	143.60	143.60	2,925.88	91.54	97%	
37-701-204 Uniforms	4,212	2,088.59	199.59	199.59	2,123.41	0.00	100%	
37-701-251 Telephone & Postage	925	373.77	0.00	0.00	346.23	205.00	78%	
37-701-252 Fuel	12,000	5,314.06	581.26	581.26	6,685.64	0.30	100%	
37-701-312 Tree Removal	1,800	1,800.00	0.00	0.00	0.00	0.00	100%	
37-701-351 Maint & Repair Equip	11,125	304.99	2,541.54	2,541.54	10,498.99	321.02	97%	
37-701-352 Vehicle Maintenance	5,980	0.00	1,291.04	1,291.04	3,486.99	2,493.01	58%	
37-701-400 Liability Insurance	5,020	0.00	0.00	0.00	1,008.63	4,011.37	20%	
37-701-431 Street Debris Disposal	5,095	0.00	0.00	0.00	1,000.00	4,095.00	20%	
37-701-895 Mowing	(16,000)	0.00	(1,333.00)	(1,333.00)	(9,331.00)	(6,669.00)	58%	
Streets Totals:	156,579	16,808.70	12,795.03	12,795.03	86,843.12	52,927.18	66%	
37-710-361 Maint & Repair POWELL BILL	15,913	0.00	0.00	0.00	0.00	15,913.00		
37-710-405 Audit Expense POWELL BILL	100	0.00	0.00	0.00	0.00	100.00		
Powell Bill Totals:	16,013	0.00	0.00	0.00	0.00	16,013.00		
37-801-010 Salary - Full Time Sanitation	50,988	0.00	3,922.08	3,922.08	28,197.06	22,790.94	55%	
37-801-019 Salary - Over Time Sanitation	713	0.00	0.00	0.00	103.40	609.60	15%	
37-801-020 ER - FICA Sanitation	3,955	0.00	293.44	293.44	2,115.50	1,839.50	53%	
37-801-030 ER - Retirement - Orbit Sanitation	10,185	0.00	772.64	772.64	5,567.97	4,617.03	55%	
37-801-040 ER - Health Insurance	17,048	5,374.13	1,325.74	1,325.74	10,676.43	997.44	94%	
37-801-050 ER - Life Insurance	259	86.16	21.60	21.60	172.80	0.04	100%	
37-801-060 Workman's Compensation	4,415	0.00	0.00	0.00	4,414.84	0.16	100%	
37-801-203 Supplies	1,000	0.00	102.50	102.50	457.49	542.51	46%	
37-801-204 Uniforms	2,808	1,411.22	126.72	126.72	1,396.78	0.00	100%	
37-801-251 Telephone & Postage	720	199.59	0.00	0.00	184.41	336.00	53%	
37-801-252 Fuel	3,645	1,571.82	248.24	248.24	1,628.18	445.00	88%	
37-801-350 Landfill Fees	20,250	8,871.30	1,498.79	1,498.79	11,128.70	250.00	99%	
37-801-352 Vehicle Maintenance	1,000	0.00	0.00	0.00	335.92	664.08	34%	

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37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-801-400 Liability Insurance	4,035	0.00	0.00	0.00	811.03	3,223.97	20%	
Sanitation Totals:	121,021	17,514.22	8,311.75	8,311.75	67,190.51	36,316.27	70%	
37-901-032 Transfer out to Capital Project Parking Lot	55,324	0.00	0.00	0.00	55,324.00	0.00	100%	
37-901-034 Transfer Out to Frontier Warren	14,870	0.00	0.00	0.00	14,870.00	0.00	100%	
37-901-038 Transfer Out to WS for USDA Loan	7,281	0.00	0.00	0.00	7,281.00	0.00	100%	
37-901-077 Transfer Out to Golden Leaf Stormwater Grant	13,000	0.00	0.00	0.00	13,000.00	0.00	100%	
37-901-889 Transfer Out to USDA Loan Reserve	2,781	0.00	0.00	0.00	0.00	2,781.00		
Transfers Out Totals:	93,256	0.00	0.00	0.00	90,475.00	2,781.00	97%	
Expenses Totals:	1,591,560	125,269.95	115,807.04	115,807.04	901,379.09	564,910.96	65%	
37 GENERAL FUND Revenues Over/(Under) Expenses:			73,207.29	73,207.29	(93,832.49)			

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
38-351-401 Water Sales	837,532	0.00	67,044.02	67,044.02	417,642.37	(419,889.63)	50%
38-351-402 Debt Setoff WATER	224	0.00	0.00	0.00	179.43	(44.57)	80%
38-351-404 Sewer Services	632,186	0.00	48,044.89	48,044.89	308,589.62	(323,596.38)	49%
38-351-407 Debt Setoff SEWER	196	0.00	0.00	0.00	191.93	(4.07)	98%
38-351-408 Town Taps	18,000	0.00	300.00	300.00	1,410.95	(16,589.05)	8%
38-351-416 Dis/Reconnection Fee	9,122	0.00	955.00	955.00	4,444.02	(4,677.98)	49%
38-351-417 Fire Sprinkler	2,176	0.00	196.14	196.14	1,356.18	(819.82)	62%
38-351-418 Late Fees/Penalty/Cut Off	21,850	0.00	2,021.17	2,021.17	13,511.37	(8,338.63)	62%
38-351-419 Returned Check Fee	825	0.00	50.00	50.00	400.00	(425.00)	48%
38-351-420 Debt Setoff Late Fees/Penalty/Cut Off	91	0.00	0.00	0.00	154.52	63.52	170%
38-365-001 Interest Income	36	0.00	0.00	0.00	14.02	(21.98)	39%
38-365-014 Cash Over and Short (Daily Difference)	0	0.00	0.00	0.00	(11.00)	(11.00)	
38-365-410 Interest/investment Income NCCMT	8,184	0.00	0.00	0.00	7,161.82	(1,022.18)	88%
38-365-421 Account Activation Fee	2,813	0.00	175.00	175.00	1,425.00	(1,388.00)	51%
38-365-851 Misc Revenue WATER	0	0.00	1,089.39	1,089.39	1,089.39	1,089.39	
38-381-037 Transfer In From GF	7,281	0.00	0.00	0.00	7,281.00	0.00	100%
Revenues Totals:	1,540,516	0.00	119,875.61	119,875.61	764,840.62	(775,675.38)	50%
Expenses							
38-851-010 Salary Full Time	107,329	0.00	8,465.79	8,465.79	56,343.04	50,985.96	52%
38-851-014 Salary - Part Time	13,131	0.00	1,384.10	1,384.10	9,263.25	3,867.75	71%
38-851-019 Salary Over-Time	7,527	0.00	209.48	209.48	2,363.70	5,163.30	31%
38-851-020 ER-FICA Taxes	10,212	0.00	735.84	735.84	4,956.82	5,255.18	49%
38-851-030 ER - Retirement Orbit	19,752	0.00	1,186.96	1,186.96	8,538.13	11,213.87	43%
38-851-040 ER - Health Insurance WATER	26,855	5,507.94	2,101.07	2,101.07	14,574.52	6,772.54	75%
38-851-050 ER - Life Insurance	500	90.64	35.20	35.20	245.11	164.25	67%

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-851-060 ER - Workman's Comp	1,163	0.00	56.21	56.21	1,111.85	51.15	96%
38-851-200 Travel Expense	215	0.00	0.00	0.00	0.00	215.00	
38-851-203 Supplies	31,167	11,099.91	2,814.22	2,814.22	20,066.62	0.00	100%
38-851-204 Uniforms	2,496	1,165.89	119.23	119.23	1,330.11	0.00	100%
38-851-250 Light & Heat & Security	6,090	2,314.38	785.17	785.17	2,798.55	977.07	84%
38-851-251 Telephone & Postage	9,622	4,359.30	683.12	683.12	5,065.76	196.94	98%
38-851-252 Fuel	10,300	3,634.33	365.89	365.89	3,893.06	2,772.61	73%
38-851-255 Bldg. Maint/Clean Svs	3,117	1,489.34	251.68	251.68	995.88	631.78	80%
38-851-260 Electric Tank/Pumps	3,198	1,224.34	486.20	486.20	1,551.37	422.29	87%
38-851-295 Training	563	562.50	0.00	0.00	0.00	0.00	100%
38-851-296 Continuing Education	1,300	0.00	0.00	0.00	388.56	911.44	30%
38-851-301 Computer Maintenance	3,500	2,097.86	48.84	48.84	1,128.83	273.31	92%
38-851-302 Software Support	9,000	369.63	113.29	113.29	7,718.70	911.67	90%
38-851-305 Technology Upgrades	2,250	401.34	0.00	0.00	1,388.11	460.55	80%
38-851-309 Advertising	265	0.00	0.00	0.00	0.00	265.00	
38-851-310 Dues & Subscriptions	450	75.00	12.50	12.50	364.34	10.66	98%
38-851-313 State Permits	1,270	0.00	0.00	0.00	1,270.00	0.00	100%
38-851-345 Water Tank Contract	19,750	4,995.42	4,977.39	4,977.39	14,754.58	0.00	100%
38-851-347 Lab Analysis	1,500	0.00	215.00	215.00	1,500.00	0.00	100%
38-851-351 Maint. & Repair Equip	2,799	0.00	0.00	0.00	0.00	2,799.00	
38-851-352 Vehicle Maintenance	3,750	0.00	0.00	0.00	970.83	2,779.17	26%
38-851-400 Town Liability Insurance	9,234	0.00	0.00	0.00	1,795.28	7,438.72	19%
38-851-405 Audit Expense	5,750	0.00	0.00	0.00	5,750.00	0.00	100%
38-851-448 External Contract	18,323	0.00	11,800.00	11,800.00	18,322.60	0.40	100%
38-851-451 Water Purchase	200,000	42,758.73	43,278.00	43,278.00	117,568.94	39,672.33	80%
38-851-500 Capital Outlay \$5000 and Above	5,685	0.00	0.00	0.00	5,685.47	0.00	100%
38-851-801 Town Hall Roof Loan - Principal	695	0.00	0.00	0.00	694.35	0.61	100%
38-851-802 USDA Public Works Trucks - Princ Water	8,534	0.00	5,796.75	5,796.75	8,533.10	0.90	100%

Budget vs Actual

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38 WATER / SEWER								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
38-851-803 USDA Town Hall/WS Loan Principal	29,272	0.00	0.00	0.00	2,271.50	27,000.50	8%	
38-851-831 Town Hall Roof Loan - Interest Water	14	0.00	0.00	0.00	14.04	0.00	100%	
38-851-833 USDA Town Hall/WS Loan Interest	15,196	0.00	0.00	0.00	1,369.00	13,827.00	9%	
38-851-836 USDA Public Works Trucks - Int Water	1,349	0.00	1,167.75	1,167.75	1,348.39	0.61	100%	
38-851-895 Grass Cutting Expense	16,000	0.00	1,333.00	1,333.00	9,331.00	6,669.00	58%	
38-851-896 WS 25% of GF Expense	53,815	0.00	0.00	0.00	27,151.40	26,663.60	50%	
38-851-998 Contingency	78	0.00	0.00	0.00	0.00	77.50		
Water Totals:	663,015	82,146.55	88,422.68	88,422.68	362,416.79	218,451.66	67%	
38-852-010 Salary - Full Time	112,829	0.00	8,465.79	8,465.79	56,671.88	56,157.12	50%	
38-852-014 Salary - Part Time	13,131	0.00	1,383.94	1,383.94	9,262.77	3,868.23	71%	
38-852-019 Salary - Over Time Sewer	7,527	0.00	1,356.17	1,356.17	3,450.18	4,076.82	46%	
38-852-020 ER - FICA Sewer	10,212	0.00	853.96	853.96	5,285.09	4,926.91	52%	
38-852-030 ER-Retirement Orbit	20,989	0.00	1,400.36	1,400.36	8,760.79	12,228.21	42%	
38-852-040 ER-Health Insurance SEWER	29,178	5,530.13	2,096.14	2,096.14	14,556.53	9,091.34	69%	
38-852-050 ER-Life Insurance	500	127.12	27.20	27.20	216.31	156.57	69%	
38-852-060 ER-Workman's Comp	1,163	0.00	56.20	56.20	1,111.84	51.16	96%	
38-852-200 Travel Expense	215	0.00	0.00	0.00	0.00	215.00		
38-852-203 Supplies	19,917	4,288.86	2,108.79	2,108.79	11,944.28	3,683.39	82%	
38-852-204 Uniforms	2,496	1,166.06	119.21	119.21	1,329.94	0.00	100%	
38-852-250 Light & Heat & Security	6,025	2,682.52	824.57	824.57	3,192.87	149.61	98%	
38-852-251 Telephone & Postage	10,047	4,326.75	711.01	711.01	5,104.76	615.49	94%	
38-852-252 Fuel	10,300	3,590.05	365.88	365.88	3,937.33	2,772.62	73%	
38-852-255 Bldg. Maint/Clean Svs	3,117	1,489.35	251.68	251.68	995.88	631.77	80%	
38-852-260 Electric Tank/Pumps	9,000	3,422.00	1,181.71	1,181.71	5,578.00	0.00	100%	
38-852-295 Training	563	562.50	0.00	0.00	0.00	0.00	100%	
38-852-296 Continuing Education	720	0.00	0.00	0.00	265.00	455.00	37%	

Budget vs Actual

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38 WATER / SEWER								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
38-852-301 Computer Maint.	5,000	2,097.86	48.84	48.84	1,128.83	1,773.31	65%	
38-852-302 Software Support	9,000	369.63	113.29	113.29	7,718.67	911.70	90%	
38-852-305 Technology Upgrades	2,250	401.33	0.00	0.00	1,388.09	460.58	80%	
38-852-309 Advertising	683	0.00	0.00	0.00	326.63	356.37	48%	
38-852-310 Dues & Subscriptions	439	75.00	12.50	12.50	364.33	0.00	100%	
38-852-313 State Permits	1,500	0.00	0.00	0.00	200.00	1,300.00	13%	
38-852-351 Maint & Repair Equip	2,043	0.00	0.00	0.00	0.00	2,043.00		
38-852-352 Vehicle Maintenance	3,750	0.00	0.00	0.00	970.79	2,779.21	26%	
38-852-400 Liability Insurance	5,851	0.00	0.00	0.00	1,120.97	4,730.03	19%	
38-852-405 Audit Expense	5,750	0.00	0.00	0.00	5,750.00	0.00	100%	
38-852-435 Purchase of Sewer Services	387,485	0.00	0.00	0.00	207,788.27	179,696.73	54%	
38-852-448 External Contract	14,457	0.00	8,829.27	8,829.27	13,056.22	1,400.78	90%	
38-852-473 WWTP Rehab Annual Payment	23,918	0.00	0.00	0.00	0.00	23,918.00		
38-852-500 Capital Outlay \$5000 and Above	5,685	0.00	0.00	0.00	5,685.47	0.00	100%	
38-852-801 Town Hall Roof Loan - Principal	706	0.00	0.00	0.00	694.35	11.65	98%	
38-852-802 USDA Public Works Trucks - Princ Sewer	8,534	0.00	5,796.75	5,796.75	8,533.11	0.89	100%	
38-852-803 USDA Town Hall/WS Loan Principal	29,272	0.00	0.00	0.00	2,271.50	27,000.50	8%	
38-852-804 NCDEQ Unity, Bute & Battle Sewer Rehab Princ Only	14,388	0.00	0.00	0.00	0.00	14,388.00		
38-852-809 John Riggans Easement Pmt	1,000	0.00	1,000.00	1,000.00	1,000.00	0.00	100%	
38-852-811 NCDEQ Sewer Rehab Annual Loan- Principal	13,750	0.00	0.00	0.00	0.00	13,750.00		
38-852-831 Town Hall Roof Loan - Interest Sewer	57	0.00	0.00	0.00	14.04	42.96	25%	
38-852-833 USDA Town Hall/WS Loan Interest	15,196	0.00	0.00	0.00	1,369.00	13,827.00	9%	
38-852-836 USDA Public Works Trucks - Int Sewer	1,349	0.00	1,167.75	1,167.75	1,348.40	0.60	100%	

Budget vs Actual

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38 WATER / SEWER								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
38-852-837 NCDEQ Sewer Rehab Annual Loan- Interest	2,750	0.00	0.00	0.00	1,375.00	1,375.00	50%	
38-852-896 WS 25% of GF Expense	53,815	0.00	0.00	0.00	27,151.42	26,663.58	50%	
38-852-998 Contingency	1,630	0.00	0.00	0.00	0.00	1,630.17		
Sewer Expenses Totals:	868,187	30,129.16	38,171.01	38,171.01	420,918.54	417,139.30	52%	
38-901-889 Transfer Out to USDA Loan Reserve	9,314	0.00	0.00	0.00	0.00	9,314.00		
Transfers Out Totals:	9,314	0.00	0.00	0.00	0.00	9,314.00		
Expenses Totals:	1,540,516	112,275.71	126,593.69	126,593.69	783,335.33	644,904.96	58%	
38 WATER / SEWER Revenues Over/(Under) Expenses:			(6,718.08)	(6,718.08)	(18,494.71)			

Budget vs Actual

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39 WWTP							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
39-351-405 Septic Disposal Service	62,340	0.00	2,510.00	2,510.00	23,090.00	(39,250.00)	37%
39-351-470 Town Sewer Revenues	387,485	0.00	0.00	0.00	207,788.27	(179,696.73)	54%
39-351-471 Sewer Revenues - County	240,446	0.00	0.00	0.00	128,939.03	(111,506.97)	54%
39-351-472 Sewer Rev Norlina	222,003	0.00	0.00	0.00	119,048.70	(102,954.30)	54%
39-365-001 Interest Income	0	0.00	0.00	0.00	0.40	0.40	
39-365-861 Misc Revenue WWTP	0	0.00	2,041.70	2,041.70	2,041.70	2,041.70	
Revenues Totals:	912,274	0.00	4,551.70	4,551.70	480,908.10	(431,365.90)	53%
Expenses							
39-861-010 Salary - Full Time	211,186	0.00	15,414.04	15,414.04	110,714.47	100,471.53	52%
39-861-014 Salary - Part Time	18,338	0.00	1,502.83	1,502.83	7,457.34	10,880.66	41%
39-861-019 Over-Time	16,345	0.00	2,052.57	2,052.57	7,829.45	8,515.55	48%
39-861-020 ER-FICA Taxes	18,809	0.00	1,256.46	1,256.46	8,231.69	10,577.31	44%
39-861-030 ER - Retirement Orbit	43,754	0.00	3,109.65	3,109.65	19,176.54	24,577.46	44%
39-861-040 ER- Health Insurance	47,451	14,133.99	3,383.36	3,383.36	26,736.11	6,580.90	86%
39-861-050 ER-Life Insurance	625	179.20	44.80	44.80	326.78	119.02	81%
39-861-060 ER-Workman's Comp	2,260	0.00	71.72	71.72	2,120.55	139.45	94%
39-861-200 Travel Expense	500	0.00	0.00	0.00	0.00	500.00	
39-861-203 Supplies	51,315	3,333.81	1,125.58	1,125.58	41,316.27	6,664.45	87%
39-861-204 Uniforms	3,432	773.20	253.65	253.65	2,658.80	0.00	100%
39-861-250 Light, Heat & Security	119,000	42,281.90	10,660.33	10,660.33	65,494.10	11,224.00	91%
39-861-251 Telephone & Postage	9,050	3,411.01	206.92	206.92	4,035.89	1,603.10	82%
39-861-252 Fuel	10,250	4,028.33	475.63	475.63	4,499.31	1,722.36	83%
39-861-295 Training	1,125	1,125.00	0.00	0.00	0.00	0.00	100%
39-861-296 Continuing Education	2,000	0.00	0.00	0.00	150.00	1,850.00	8%
39-861-301 Computer Maint.	5,609	3,400.37	111.01	111.01	2,208.36	0.27	100%
39-861-302 Software Support	4,208	1,055.88	113.29	113.29	2,839.48	312.64	93%
39-861-305 Technology Upgrades	2,000	401.33	0.00	0.00	1,096.72	501.95	75%
39-861-309 Advertising	1,000	0.00	0.00	0.00	670.00	330.00	67%

Budget vs Actual

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39 WWTP								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
39-861-310 Dues & Subscriptions	139	0.00	0.00	0.00	139.33	0.00	100%	
39-861-318 Freight Charges	2,250	733.48	351.49	351.49	1,458.85	57.67	97%	
39-861-342 Maint & Repair Plant	87,880	2,760.00	0.00	0.00	87,641.65	(2,521.65)	103%	
39-861-344 Sludge Removal	70,000	35,851.50	7,749.00	7,749.00	33,148.50	1,000.00	99%	
39-861-345 Beaver Control	750	0.00	0.00	0.00	575.00	175.00	77%	
39-861-346 Lab Material & Supplies	10,636	1,282.00	1,389.22	1,389.22	9,353.37	0.63	100%	
39-861-347 Lab Analysis	21,662	7,540.00	1,698.00	1,698.00	14,397.00	(275.00)	101%	
39-861-348 Tar - Pamlico Dues	3,000	0.00	0.00	0.00	0.00	3,000.00		
39-861-349 OSHAComp/Safety M&S	1,500	0.00	145.00	145.00	145.00	1,355.00	10%	
39-861-352 Vehicle Maintenance	4,750	0.00	0.00	0.00	522.58	4,227.42	11%	
39-861-400 Liability Insurance	17,174	0.00	0.00	0.00	3,602.86	13,571.14	21%	
39-861-405 Audit Expense	11,500	0.00	0.00	0.00	11,500.00	0.00	100%	
39-861-441 Certify Lab Services	1,000	0.00	0.00	0.00	175.00	825.00	18%	
39-861-444 Permits & Fees	15,735	4,125.00	825.00	825.00	9,715.00	1,895.00	88%	
39-861-446 Influent Debris Removal	5,999	2,338.94	568.01	568.01	3,660.06	0.00	100%	
39-861-500 Capital Outlay \$5000 and Over	5,685	0.00	0.00	0.00	5,685.47	0.00	100%	
39-861-810 NCDEQ WWTP Phase 2 Principal	23,607	0.00	0.00	0.00	0.00	23,607.00		
39-861-897 WWTP 25% of GF Exp	60,675	0.00	0.00	0.00	30,849.60	29,825.40	51%	
39-861-998 Contingency	75	0.00	0.00	0.00	0.00	74.67		
WWTP - Expenses Totals:	912,274	128,754.94	52,507.56	52,507.56	520,131.13	263,387.93	71%	
Expenses Totals:	912,274	128,754.94	52,507.56	52,507.56	520,131.13	263,387.93	71%	
39 WWTP Revenues Over/(Under) Expenses:			(47,955.86)	(47,955.86)	(39,223.03)			

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67012	30	AAA GAS AND APPLIANCE CO.	01/05/2024	<u>\$692.88</u>
67013	30	AMAZON CAPTIAL SERVICES, INC.	01/05/2024	<u>\$646.17</u>
67014	30	AMSTERDAM	01/05/2024	<u>\$130.26</u>
67015	30	ANDREW SMILEY	01/05/2024	<u>\$640.50</u>
67016	30	CAROLINA DIGITAL PHONE INC	01/05/2024	<u>\$316.00</u>
67017	30	DOCUMENT SYSTEMS, INC	01/05/2024	<u>\$674.00</u>
67018	30	DUKE ENERGY PROGRESS	01/05/2024	<u>\$108.00</u>
67019	30	HARRIS EQUIPMENT COMPANY	01/05/2024	<u>\$13,864.65</u>
67020	30	INVOICE CLOUD, INC.	01/05/2024	<u>\$141.50</u>
67021	30	MERITECH INC	01/05/2024	<u>\$1,913.00</u>
67022	30	NC GOV. FINANCE OFFICERS ASSOC	01/05/2024	<u>\$50.00</u>
67023	30	NCDPS-CORRECTION ENTERPRISES	01/05/2024	<u>\$37.31</u>
67024	30	OLD DOMINION BRUSH CO.	01/05/2024	<u>\$104.32</u>
67025	30	PETE DUTY AND ASSOCIATES, INC	01/05/2024	<u>\$627.67</u>
67026	30	PETE SMITH TIRE & QUICK LUBE, INC	01/05/2024	<u>\$437.61</u>
67027	30	PROFESSIONAL MAIL SERVICES, INC	01/05/2024	<u>\$2.01</u>
67028	30	PROFESSIONAL MAIL SERVICES, INC	01/05/2024	<u>\$0.61</u>
67029	30	ROBERT DAVIE	01/05/2024	<u>\$100.00</u>
67030	30	SCOTT ERIC LILES	01/05/2024	<u>\$1,200.00</u>
67031	30	SONITROL INTEGRATED SECURITY	01/05/2024	<u>\$1,075.00</u>
67032	30	Spectrum Business	01/05/2024	<u>\$169.98</u>
67033	30	UNITED PARCEL SERVICE	01/05/2024	<u>\$95.51</u>
67034	30	USA Bluebook	01/05/2024	<u>\$1,389.22</u>
67035	30	WARREN AUTO PARTS, INC.	01/05/2024	<u>\$39.56</u>
67036	30	WHITCO TERMITE & PEST CONTROL	01/05/2024	<u>\$50.00</u>
67037	30	WILSON'S WATER SERVICES	01/05/2024	<u>\$825.00</u>
67038	30	CNA SURETY DIRECT BILL	01/08/2024	<u>\$1,337.60</u>
67039	30	Community Eye Care	01/08/2024	<u>\$135.20</u>
67040	30	NC DEPARTMENT OF COMMERCE	01/08/2024	<u>\$10,000.00</u>
67041	30	NC STATE BUREAU OF INVESTIGATION	01/08/2024	<u>\$300.00</u>
67042	30	ONSOLVE, LLC	01/08/2024	<u>\$300.00</u>
67043	30	PETE SMITH TIRE & QUICK LUBE, INC	01/08/2024	<u>\$474.23</u>

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67044	30	SOUTHERN SOFTWARE, INC.	01/08/2024	<u>\$270.08</u>
67045	30	A FULL CLEANING SERVICES LLC	01/10/2024	<u>\$360.00</u>
67046	30	AAA GAS AND APPLIANCE CO.	01/10/2024	<u>\$257.25</u>
67047	30	AMAZON CAPTIAL SERVICES, INC.	01/10/2024	<u>\$76.46</u>
67048	30	BLUE RIDGE SPRINGS, INC	01/10/2024	<u>\$147.45</u>
67049	30	DUKE ENERGY PROGRESS	01/10/2024	<u>\$195.08</u>
67050	30	GFL ENVIRONMENTAL	01/10/2024	<u>\$568.01</u>
67051	30	GUPTON SERVICES, INC	01/10/2024	<u>\$130.00</u>
67052	30	HARRIS EQUIPMENT COMPANY	01/10/2024	<u>\$3,949.27</u>
67053	30	NATIONAL POWER	01/10/2024	<u>\$600.00</u>
67054	30	NC DEPARTMENT OF REVENUE	01/10/2024	<u>\$108.47</u>
67055	30	NORTH CAROLINA 811, INC	01/10/2024	<u>\$25.00</u>
67056	30	PETE DUTY AND ASSOCIATES, INC	01/10/2024	<u>\$488.19</u>
67057	30	PROFESSIONAL MAIL SERVICES, INC	01/10/2024	<u>\$161.54</u>
67058	30	PROFESSIONAL MAIL SERVICES, INC	01/10/2024	<u>\$479.63</u>
67059	30	SOUTHERN CORROSION, INC.	01/10/2024	<u>\$4,977.39</u>
67060	30	UNIFIRST CORPORATION	01/10/2024	<u>\$1,141.39</u>
67061	30	UNITED PARCEL SERVICE	01/10/2024	<u>\$35.51</u>
67062	30	WARREN AUTO PARTS, INC.	01/10/2024	<u>\$28.25</u>
67063	30	WARREN COUNTY PUBLIC UTILITIES	01/10/2024	<u>\$22,976.29</u>
67064	30	WHITCO TERMITE & PEST CONTROL	01/10/2024	<u>\$100.00</u>
67065	30	A FULL CLEANING SERVICES LLC	01/17/2024	<u>\$810.00</u>
67066	30	BLUE RIDGE SPRINGS, INC	01/17/2024	<u>\$59.20</u>
67067	30	DUKE ENERGY PROGRESS	01/17/2024	<u>\$1,774.13</u>
67068	30	FRONTIER NATURAL GAS	01/17/2024	<u>\$77.78</u>
67069	30	GRANVILLE FARMS, INC.	01/17/2024	<u>\$7,749.00</u>
67070	30	ROBERT DAVIE	01/17/2024	<u>\$75.71</u>
67071	30	UNIFIRST CORPORATION	01/17/2024	<u>\$66.69</u>
67072	30	WARREN AUTO PARTS, INC.	01/17/2024	<u>\$81.07</u>
67073	30	WARREN COUNTY PUBLIC WORKS	01/17/2024	<u>\$1,498.79</u>
67074	30	FIRST CITIZENS BANK	01/18/2024	<u>\$1,643.81</u>
67075	30	DUKE ENERGY PROGRESS	01/18/2024	<u>\$13,944.52</u>

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67076	30	FRONTIER NATURAL GAS	01/18/2024	<u>\$89.82</u>
67077	30	NC INTERLOCAL RISK MANAGMENT	01/18/2024	<u>\$775.23</u>
67078	30	PETE SMITH TIRE & QUICK LUBE, INC	01/18/2024	<u>\$2,125.98</u>
67079	30	PETE SMITH TIRE & QUICK LUBE, INC	01/18/2024	<u>\$1,615.85</u>
67080	30	PITNEY BOWES GLOBAL	01/18/2024	<u>\$223.16</u>
67081	30	TRI-COUNTY POWER EQUIPMENT INC	01/18/2024	<u>\$125.54</u>
67082	30	UNITED PARCEL SERVICE	01/18/2024	<u>\$35.30</u>
67083	30	WALKER AUTO STORES	01/18/2024	<u>\$15.99</u>
67084	30	WARREN AUTO PARTS, INC.	01/18/2024	<u>\$74.07</u>
67085	30	ZIMA CORPORATION	01/18/2024	<u>\$93.46</u>
67086	30	AMAZON CAPTIAL SERVICES, INC.	01/22/2024	<u>\$428.48</u>
67087	30	DUKE ENERGY PROGRESS	01/22/2024	<u>\$101.28</u>
67088	30	MUNICIPAL INSURANCE TRUST	01/22/2024	<u>\$749.49</u>
67089	30	PROFESSIONAL MAIL SERVICES, INC	01/22/2024	<u>\$106.43</u>
67090	30	TIME WARNER CABLE	01/22/2024	<u>\$182.97</u>
67091	30	WARREN AUTO PARTS, INC.	01/22/2024	<u>\$35.36</u>
67092	30	WOMACK PUBLISHING CO. INC.	01/22/2024	<u>\$171.50</u>
67093	30	AMAZON CAPTIAL SERVICES, INC.	01/24/2024	<u>\$136.63</u>
67094	30	BLUE CROSS BLUE SHIELD	01/24/2024	<u>\$17,552.40</u>
67095	30	GARY V. WILLIAMS	01/24/2024	<u>\$2,480.00</u>
67096	30	HUMANA SPECIALTY BENEFITS	01/24/2024	<u>\$29.38</u>
67097	30	INFORMATION TECHNOLOGY SERVICE	01/24/2024	<u>\$187.18</u>
67098	30	KING'S FITNESS & NUTRITION CENTER	01/24/2024	<u>\$330.00</u>
67099	30	SCOTT ERIC LILES	01/24/2024	<u>\$2,500.00</u>
67100	30	UNUM LIFE INSURANCE COMPANY OF AMERICA	01/24/2024	<u>\$636.51</u>
67101	30	VERIZON WIRELESS	01/24/2024	<u>\$320.08</u>
67102	30	VISION NC	01/24/2024	<u>\$1,980.00</u>
67103	30	WARREN AUTO PARTS, INC.	01/24/2024	<u>\$18.64</u>
67104	30	WATER GUARD, INC.	01/24/2024	<u>\$462.90</u>
67105	30	ALICE HAWKS	01/25/2024	<u>\$148.25</u>
67106	30	AT&T MOBILITY II LLC	01/25/2024	<u>\$399.22</u>
67107	30	CUSTOM PRINT USA	01/25/2024	<u>\$1.08</u>

Check Listing

Date From: 1/1/2024 Date To: 1/31/2024
Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton
02/05/2024 03:07 PM

Page: 4 of 4

Check Number	Bank	Vendor	Date	Amount
67108	30	FLEMING INVESTMENT COMPANY	01/25/2024	\$3,000.00
67109	30	JOHN W RIGGAN	01/25/2024	\$1,000.00
67110	30	KARLA BLACKWELL	01/25/2024	\$135.64
67111	30	MOREBRIGHT TAPIWA KATYORA	01/25/2024	\$19.94
67112	30	QUILL CORPORATION	01/25/2024	\$133.55
67113	30	QUILT LIZZY	01/25/2024	\$76.50
67114	30	ROBERT PITTARD	01/25/2024	\$150.00
67115	30	UNITED PARCEL SERVICE	01/25/2024	\$185.17
67116	30	COLUMBIAN MUTUAL LIFE INS CO	01/30/2024	\$36.88
67117	30	JUST FLOWERS LLC	01/30/2024	\$128.10
67118	30	PRUDENTIAL RETIREMENT	01/30/2024	\$963.13
67119	30	Radio Communications Co.	01/30/2024	\$3,297.77
67120	30	Truist Governmental Finance	01/30/2024	\$8,121.00
67121	30	WARREN COUNTY PUBLIC UTILITIES	01/30/2024	\$20,301.71
67122	30	WRIGHT EXPRESS FSC	01/30/2024	\$1,361.15
111	Checks Totaling -			\$175,776.47

Totals By Fund

	Checks	Voids	Total
34	\$3,938.29		\$3,938.29
36	\$1,012.18		\$1,012.18
37	\$50,543.88		\$50,543.88
38	\$87,018.49		\$87,018.49
39	\$31,863.63		\$31,863.63
70	\$1,400.00		\$1,400.00
Totals:	\$175,776.47		\$175,776.47

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator
Date: February 7, 2024
Re: January 2024 Monthly Activity Report for Public Works

Water and Sewer

- **Water and Sewer System Needs – Unfunded:** (1) 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). (2) Purchase water main valve exercising equipment (Cost – To Be Determined). (3) Replace water system Pressure Reducing Valve (Estimated Cost for Labor and Materials - \$10,000.00). (4) Purchase spare pump for Riggans Sewer Lift Station – (Estimated Cost for pump - \$20,000.00). (5) Purchase spare pump for F&M Sewer Lift Station – (Cost – To Be Determined).
- **Completed Water and Sewer System Maintenance/Repair Related Information:** (1) Emergency Repair – Highway 158 Business West Water Main. Repaired 2-inch water main in two locations. Contractor: Harris Equipment Company (Labor - \$11,800.00). (2) Emergency Repair – Riggans Sewer Lift Station. Welded and repaired fractured vacuum system component. Contractor: Andrew Smiley. (Labor - \$600.00). (3) Repair – Riggans Sewer Lift Station. Installed new pump in position 2 and repaired vacuum system issue with Pump 1. Contractor: Liles Pump Repair (Labor - \$2,300.00, Parts and Materials provided by Town). (4) Repair – Riggans Sewer Lift Station. Reinforced lower part of access road to pump station wet well area for Jet-Vac Truck access. Contractor: Harris Equipment Company. (Labor and Equipment - \$890.00, Materials - \$3,059.27). (5) Preventative Maintenance – Riggans Sewer Lift Station. Jet-Vac Truck contracted to clean grease and grit from wet well. Contractor: Vision, NC. (Labor, Equipment, and Mobilization- \$1,980.00).

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

Total cost for External Contract Maintenance and Repair (Account No. 38-851-448 & 38-852-448) - \$20,629.27

- **Water and Sewer Adjustment Request:** For consideration at the February 12, 2024, meeting of the Board of Commissioners. **Bryan Burnside** – 326 Hazelwood Road, Account #004-0001240-4. Billing Period: December 15, 2023 – January 16, 2024. Leak occurred underneath structure in basement area. Normal usage 3,000. Request is for sewer adjustment of 27,000 gallons at \$10.00/1000. Total \$270.00. Adjustment recommended by staff.

Streets and Sanitation

- **Current Tasks:** Tree pruning. Street curb and gutter cleaning. Signs repair/replacement. Loose leaves/debris pick-up. Grass Cutting. Water and sewer line right of ways trimming and cutting.

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator, Warren County Director of Public Works, Norlina Director of Public Works
Date: February 7, 2024
Re: January 2024 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)** Rebuild Sludge Recirculation Pump 2. **(Estimated Labor Cost –\$8,000)** **(4)** Replace Rotor 2C and Complete Drive Train. **(Estimated Parts and Labor Cost –\$115,000)** **(5)** Replace Influent Pump 1 and 2 Double Mechanical Seal. **(Estimated Parts and Labor Cost – \$22,500)**

- **Completed Plant Maintenance/Repair Related Information:** None to report.

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

- **Plant Discharge Quality:** Our discharge quality remained good throughout the entire month. 17.28 million gallons were treated.



Warrenton Police Department

Monthly Summary/ February 2024

Incident Briefs

1/3/2024

Discharge Firearm in City Limits

Inactive

The officer was on stationary patrol with the window down when he heard multiple rapid-fire gunshots towards the area of Main and Franklin Streets. After investigation, a total of 19 shell casings and one spent bullet were collected. The casings were collected that evening scattered along the roadside of E. Franklin Street. The bullet was recovered the next day after a resident (an approximately 80-year-old female) found the bullet in her bedroom. She reported hearing the shots while she was in bed the night before she stated she prayed and then tried to go back to sleep. Upon cleaning her bedroom the next day, she discovered her window was broken, and a bullet was lying on the floor. This case is inactive but not closed.

1/8/2024

Injury to Personal Property > \$200

Closed by Arrest

Second Degree Trespass

Shoplifting-Concealing Merchandise

Larceny of Property or Goods < \$1000

Ethnic Intimidation

Communicating Threats

Resist, Delay, or Obstruct

The officer responded to Arrington Place Apartments in reference to a subject beating on a car. The officer found a 2007 Honda Accord with all its windows broken and all exterior lights destroyed. The owner of the car arrived on the scene and stated that Roy Kearney had done this to her car. The officer was then approached by a passerby who stated that Roy Kearney was at Speedway, bragging about the damage he had done to the vehicle. After arriving at Speedway, the officer found Mr. Kearney outside the store with fresh cuts and glass, on and embedded, in his hands and his boots. A search of Mr. Kearney brought more charges, including stolen goods from Speedway. Kearney's boots were taken into evidence, and the officer took photos of his wounds. Roy Kearney was then placed in the patrol car, and on the way to the magistrate's office, he called the officer a "cracker" and "cracker ass" he stated he was going to "beat" the officer's "ass in or out of uniform" and stated where the officer lived saying "you won't be able to stay in Warrenton." Mr. Kearney was charged with the above seven crimes and placed in Warren County Jail under a \$3500 bond.

(See photos)



1/12/2024

**Resist, Delay, or Obstruct
Possession of Schedule VI C/S <7g**

Citation Issued

The officer was stationary in the PVA of Arrington Place Apartments in response to ongoing complaints about drug use. During a walk around the property, the officer found two subjects sleeping in a vehicle. The female subject was questioned, and the male in the back stated he did not have an ID; he was then asked to exit the vehicle. While he was shifting around in the vehicle, the officer made his way around the other side of the car, as he believed the male was stalling in an attempt to flee, which he did. The officer detained the female and waited for backup, which arrived momentarily. The wooded area was searched, but the male was not located. The female was charged (on citation) for providing false information and refusing to give the name of the male passenger and for the marijuana blunt in the console of the vehicle. The female was given a ride home to Norlina by Sgt. Mayo. The male subject is still unknown.

1/22/2024

Hit and Run- Fail to Stop at Scene of Crash

Under Investigation

The Officer received a call from our Reserve Officer, Joseph Ely, reporting that his **passenger truck** was involved in a hit-and-run on S. Main Street. Officer Ely stated that he was parked for a period of about 5 hours, and when he returned to his truck, he noticed his mirror was folded in, indicating someone had hit his truck. He advised there was no damage to the mirror, so he left. He then noticed the left side of his tailgate had sustained damage. The officer on duty reviewed the footage and found only one vehicle that appeared to have hit Officer Ely's vehicle: a white semi-truck making a left turn from E. Macon Street onto S. Main Street. The white truck had "Super Ego" written on the side of the trailer. The tag of the truck could not be seen, but the officer was able to get the trailer number #699501. The company 'Super Ego' was contacted, and we are currently awaiting further information.

1/23/2024

**Dog not on Leash – 90.01
Vicious Animal**

**Criminal Summons Pending
Citation Issued**

A resident called the PD in reference to a dog running loose from 304 W. Franklin Street. Officer Oakley was charged by two pit bulls that were not under the control of their owner, Ms. Sharp, at 310 W. Franklin. He kicked one dog, which stunned it; he then pulled his duty weapon just in time to strike the second dog in the snout as the first dog was moving toward him again. Luckily, Ms. Sharp "came to" in the lawn chair and was able to get up and get control over the dogs before Sgt. Oakley was fully attacked. The third dog from 304 was located and placed inside the house at 304. Animal Control was called to the scene, and they issued Ms. Sharp an order of abatement, and they also requested a copy of Sgt. Oakley body cam footage for their case. Sgt. Oakley issued Ms. Sharp a citation for a vicious animal, and Mr. Williams will be issued a criminal Summons to be served.

1/23/2024 **Driving While Impaired** **Closed by Arrest**
Driving While License Revoked – Impaired Revocation
Exceeding Posted Speed Limit

Mr. Antwan Lee Davis, 39, of Airport Road, was arrested and charged with the above offenses. He was taken before the magistrate and was confined to the Warren County Jail with no bond due to his being out on release from a previous offense.

1/25/2024 **Arrest (Other Jurisdiction Warrant)** **Arrested**

Mr. Brandon Jamison Williams, 40, of Red Hill Loop Road, was arrested after he came to the police department to ask questions concerning the prior day's incident at Mariam Boyd Elementary School. Ms. Koehn radioed for Sgt. Oakley, who responded to the PD lobby. Mr. Williams became argumentative after he was informed that as a result of his actions at the school, he had three warrants and was under arrest. Mr. Williams was taken into custody without incident and escorted to the magistrate's office.

1/27/2024 **Larceny of Goods** **Inactive**

A report was filed after the victim discovered his prescription medication had been taken from the seat of his vehicle while he was parked at the Wash House Landra Mat. Several hours passed before the victim realized what had happened and reported it to us; coupled with Speedway not having any security cameras, we have no leads and have placed this report as 'Inactive.'




1/31/2024 **Hit and Run** **Accident Report Filed**

The driver of Vehicle One slowed to drive over the Speed Table on Front Street when a black Honda driven by a black male struck the rear of Vehicle 1, causing damage to the bumper. The occupants of both vehicles exited their cars and looked at the damage, and then the driver of Vehicle Two left the scene while the driver of Vehicle One called 911.

Training Recognition

Congratulations to Officer Kenneth Richardson for his successful completion of **Firearms Instructor** Training.

Current WPD Instructors:

-  Officer David Ward - General Instructor
-  Officer Joe Amos – General Instructor
-  Officer Kenneth Richardson – General Instructor specializing in Firearms

General Instructors are qualified to teach most courses under the Basic Law Enforcement Training Program, as well as mandated In-Service excluding Firearms.

Activity Log Event Summary (Cumulative Totals)

Warrenton Police Department

(01/01/2024 - 01/31/2024)

911 Hang-up	1	Abandoned Vehicle	1
Accident	10	Alarm Activation	10
Animal Complaint	2	Arrest	1
Assist Elderly/Lost person	1	Assist Fire Dept	4
Assist Motorist	1	Assist NPD	7
Assist Other Department	1	Assist WC EMS	20
Assist WCSO	23	C.O.P.S	1
C.O.P.S.- Foot Patrol	1	Careless and Reckless Driving	1
Civil Dispute	2	Complaint	1
Disabled Vehicle	2	Disturbance	10
Domestic	2	Escort	2
Follow up Investigation	3	Foot Patrol	9
Found Property/Item	1	Funeral Escort	2
Injury to Personal Property	1	Investigation and/or Interview	4
Larceny	2	Medical / Person Hurt or Sick	6
Mental Patient	1	Non Law Enforcement Issue	2
Other	1	Parking Violation	5
Patrol	11	Property Check – Business	51
Shots fired	2	Suspicious Person / Vehicle	9
Talk with Officer	12	Traffic Control	5
Traffic Light / Street Safety Issue	3	Traffic Stop	19
Vehicle Lockout	2	Welfare Check	1

Total Number Of Events: 256

Traffic Stop Summary

Warrenton Police Department

(01/01/2024 - 01/31/2024)

Total Number of Traffic Stops	19	Driver Arrested?		Basis for Search	
		Yes	1	Erratic/Suspicious Behavior	1
		No	18	Informant's Tip	0
Initial Purpose of Traffic Stop		Passenger(s) Arrested?		Observation of Suspected Contraband	0
Checkpoint	0	Yes	0	Other Official Information	0
Driving While Impaired	0	No	19	Suspicious Movement	0
Investigation	1	Officer(s) Encountered Physical Resistance From Driver/Passenger(s)?		Witness Observation	0
Other Motor Vehicle Violation	0	Yes	0	Vehicle Searched?	
Safe Movement Violation	1	No	19	Yes	0
Seat Belt Violation	1	Officer(s) Engaged in Use of Force Against Driver/Passenger(s)?		No	1
Speed Limit Violation	6	Yes	1	Driver Searched?	
Stop Light/Sign Violation	2	No	18	Yes	1
Vehicle Equipment Violation	8	Officer(s) Injured as a Result of the Stop?		No	0
Vehicle Regulatory Violation	0	Yes	0	Passenger Searched?	
Driver's Age		No	19	Yes	0
Under 18	0	Driver Injured as a Result of the Stop?		No	1
18 to 29	2	Yes	0	Personal Effects of the Driver/Passenger(s) Searched?	
30 to 39	3	No	19	Yes	0
40 and Older	14	Passenger(s) Injured as a Result of the Stop?		No	1
Driver's Race		Yes	0	Contraband Found as Result of Search?	
White	5	No	19	Yes	0
Black	14	Vehicle/Driver/Passenger(s) Search Initiated Subsequent to the Traffic Stop?		No	1
Native American	0	Yes	0	Contraband Found	
Asian	0	No	19	Drugs	0
Other	0	Type of Search		Alcohol	0
Driver's Sex		Consent	0	Money	0
Male	8	Search Warrant	0	Weapons	1
Female	11	Probable Cause	0	Other	0
Driver's Ethnicity		Search Incident to Arrest	0	Property Seized as Result of Search?	
Non-Hispanic	15	Protective Frisk	1	Yes	1
Hispanic	0	Enforcement Action Taken as a Result of the Traffic Stop		No	0
		Citation Issued	5	Property Seized	
		No Action Taken	2	Motor Vehicle	1
		On-View Arrest	1	Personal Property	0
		Verbal Warning	8	Other Property	0
		Written Warning	3		

Traffic Stop Summary

Warrenton Police Department

(01/01/2024 - 01/31/2024)

Searched Passenger's Age

Under 18

18 to 29

30 to 39

40 and Older

Searched Passenger's Race

White

Black

Native American

Asian

Other

Searched Passenger's Sex

Male

Female

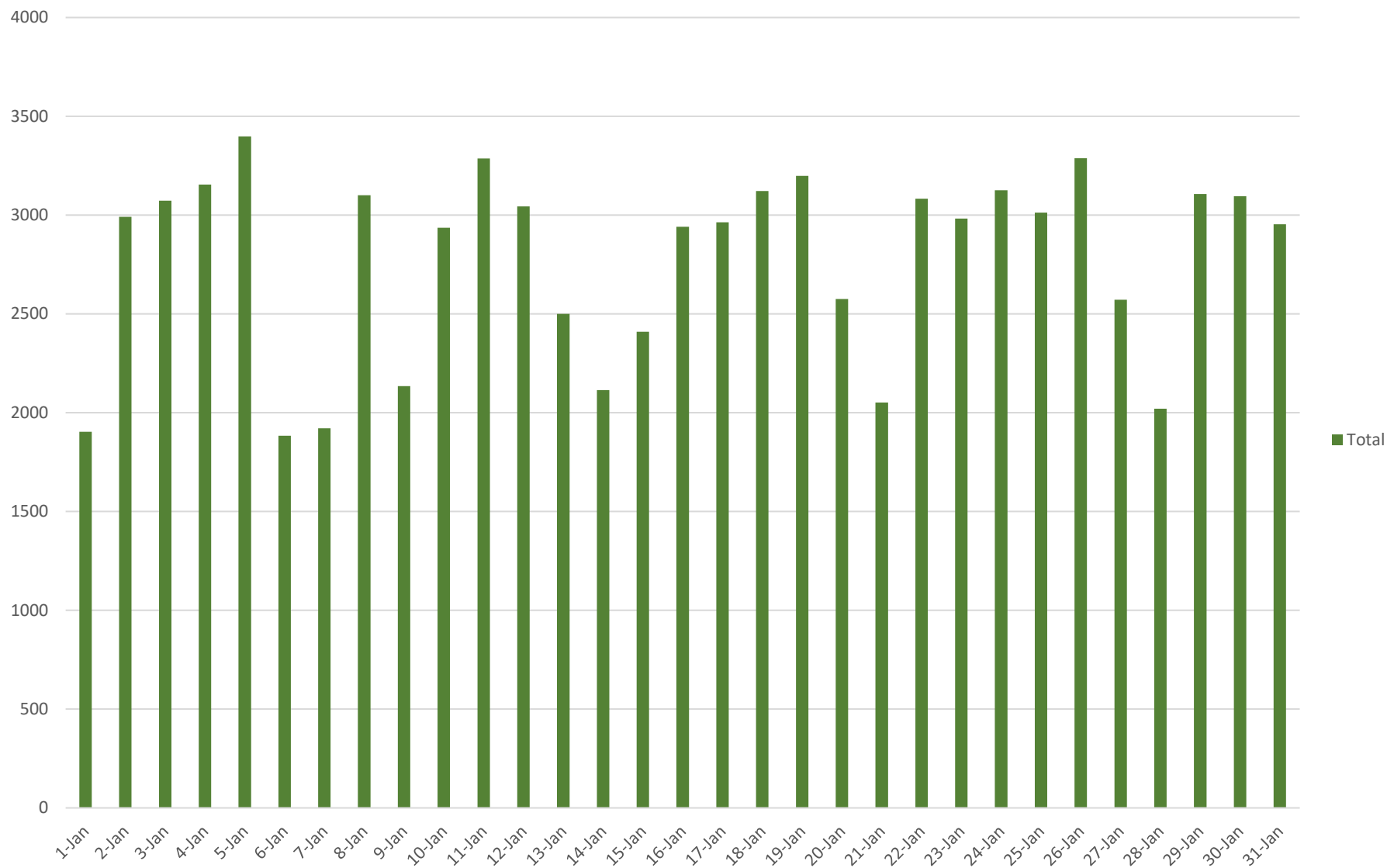
Searched Passengers's Ethnicity

Non-Hispanic

Hispanic

Sum of Vehicle no

E. Macon/Total Vehicle Count/January 2024

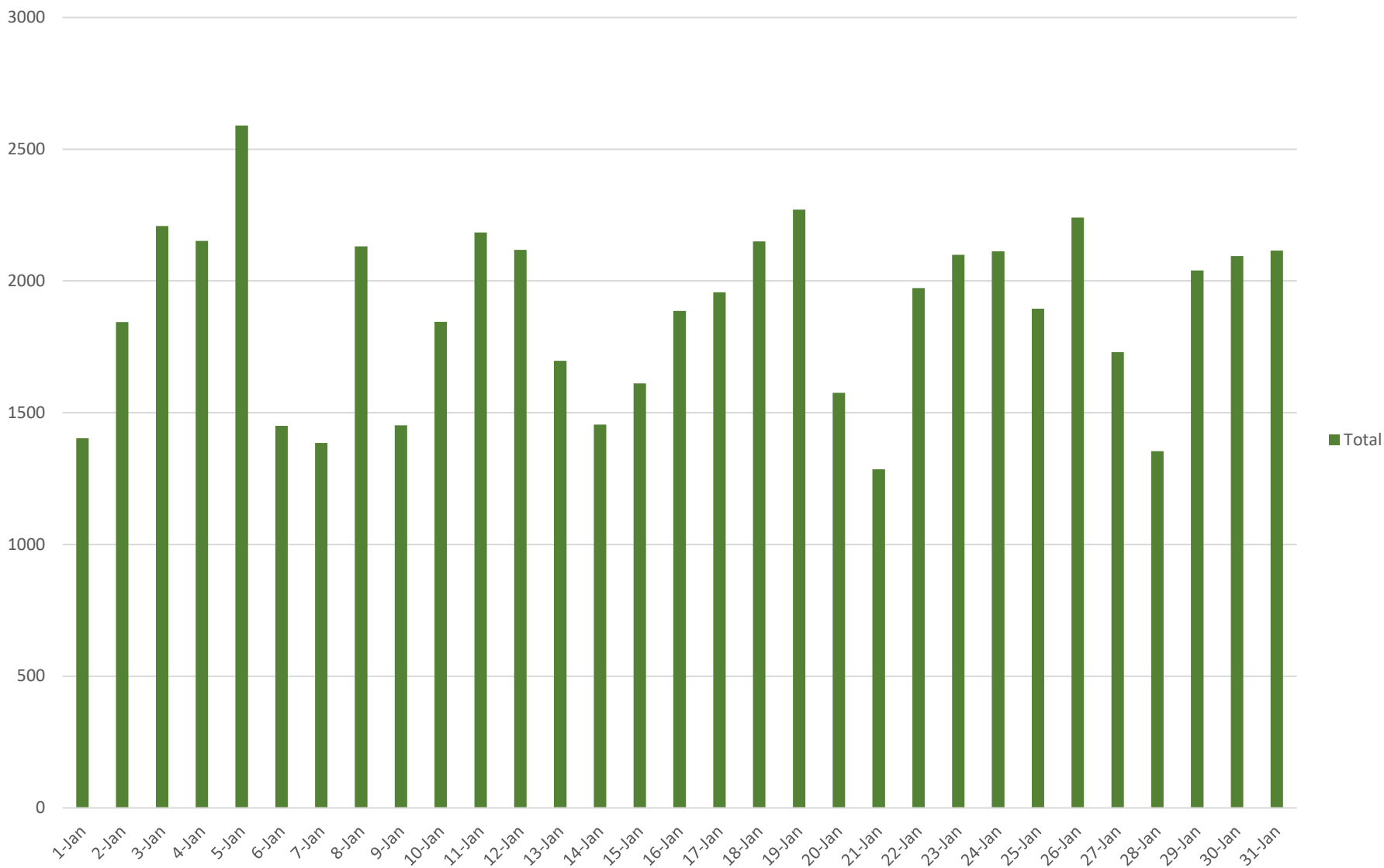


Days (Log time)

Log time

Sum of Vehicle no

N. Main/Total Vehicle Count/January 2024

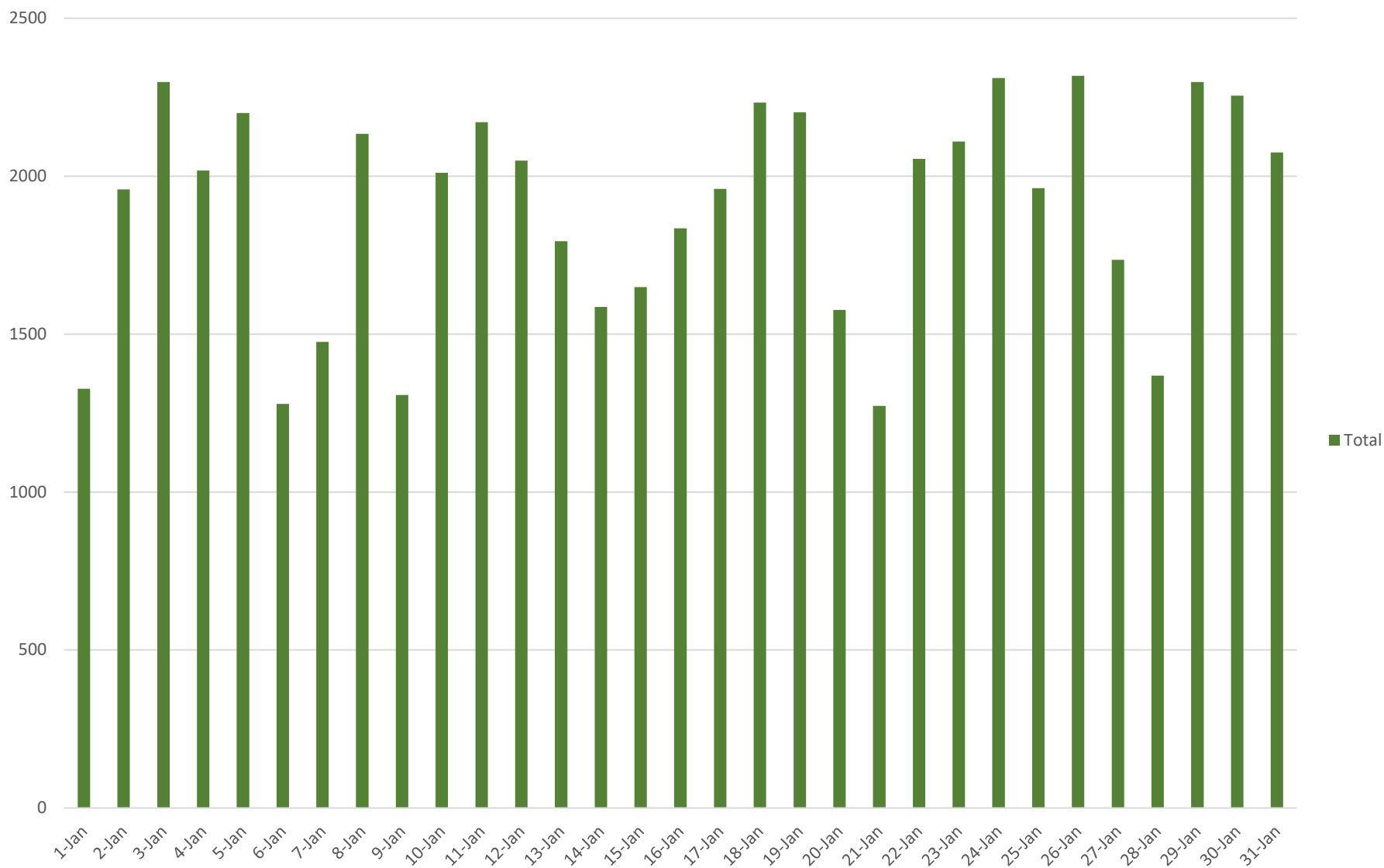


Days (Log time)

Log time

Sum of Vehicle no

S. Main/Total Vehcile Count/January 2024



Days (Log time)

Log time



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

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

BOC Meeting January 2023 – Action Items Checklist

1. Execute annexation resolution, file copy of resolution with Register of Deeds, update Ordinance Book as addition to Table 1. (cont.)
 - ✓ Done for Hayley Haywood property. Mayor reviewing other annexed properties.
2. Contact Sherman Johnson regarding back flow devices.
 - ✓ Bill explained to Mr. Johnson
3. Update ordinances with new hydroponic/aquaponic definition. Start process of special use permit application with Robert Steverson.
 - ✓ Done. Sent permit application to Robert
4. Change parade application to include exemptions for golf carts and UTVs.
 - ✓ Done
5. Prepare analysis of unaccounted-for and fixed rate water for next BOC meeting.
 - ✓ Work with Bill
6. Call town engineer and Rural Water to investigate any possibilities of equipment to find leaks.
 - ✓ Gary Flowers, Town's engineer, suggested possibility of another AIA Water Mapping grant application from NCDEQ for \$150,000 to include echo technology to search for leaks. However, first step is to have master exit meters that are connected into our wireless read system. (Estimate \$15,000 to \$20,000 cost, possibly split with County.) Emailed Matt Casto at NCRWA for contractor contacts. Matt suggested another AIA grant. Conference call with Geo Solutions on Friday, January 26, indicated a cost minimum cost of \$3500/day.
7. Determine dates with UNC SOG for goal-setting workshop. Email board members.
 - ✓ Done
8. Send letter to Steve White, welcoming to Planning Board.
 - ✓ Done
9. Send letter to Michael Bernstein outlining terms of agreement on water payments.
 - ✓ Done

Date:	\$ 45,334.00
Number:	#13

The purpose of this BA is to receive funds from the final police vehicle sold.

General Fund

Account Title/Number:	Increase Amount	Decrease Amount
Surplus Prop/37-365-366	\$ 2,024.82	
Subtotal	\$ 2,024.82	-
Total	\$ 2,024.82	
Grand Total	\$ -	

Account Title/Number:	Increase Amount	Decrease Amount
Misc Exp/37-501-499	\$ 2,024.82	
	\$ 2,024.82	-
	\$ 2,024.82	



TOWN OF WARRENTON

CREATING OUTDOOR RECREATION ECONOMIES

STRATEGIC PLAN 2024-2029



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Acknowledgements

The Creating Outdoor Recreation Economies (CORE) program is made possible by a U.S. Economic Development Administration State Tourism Grant which awarded \$6 Million to the State of North Carolina's Supporting and Strengthening Resiliency in North Carolina's Travel, Tourism, and Outdoor Recreation Sectors Initiative. As a component of this Initiative, the North Carolina Department of Commerce's Rural Economic Development Division (REDD) developed the CORE program. The CORE program offers strategic planning and technical assistance to help rural communities leverage North Carolina's abundant outdoor recreation assets to bolster local economic vitality.



The REDD announced the technical assistance program offering Outdoor Recreation Economy Strategic Planning and Asset Development services in late 2022. Communities from across the state applied to engage with strategic planning services and 34 local governments were accepted to participate. Main Street & Rural Planning (MS&RP) staff, who is responsible for facilitating strategic economic development planning and implementation services, worked with local government staff to communicate the goals of the program, identify local opportunities, and assemble a planning work group. The CORE strategic planning process for Warren County and the Town of Warrenton was combined for efficiency, although separate reports and implementation plans were developed.

Warrenton Board of Commissioners

Walter M. Gardner, Jr., <i>Mayor</i>	Michael Coffman
Mary Hunter, <i>Mayor Pro tem</i>	Nat White
Aaron Ayscue	Jason Young
John Blalock	
Michael Coffman	

Robert Davie, Warrenton Town Administrator

Warren County/Warrenton Outdoor Recreation Economy Planning Committee

Dave Blodgett, *Lake Gaston Outfitters*
Kyle Burwell, *Vance-Granville Community College*
Mike Coffman, *Commissioner, Town of Warrenton*
Bonnie Fitz, *Director, Warren County Parks & Recreation*
Jereann King Blue, *Resident*
Leanne Patrick, *President, Lake Gaston Chamber of Commerce*
Robert Davie, *Administrator, Town of Warrenton*
Rose Ponton, *Community & Economic Developer, Warren County*

N.C. Department of Commerce, Rural Economic Development Division Staff:

David McRae, *Appalachian Regional Commission Assistant Program Manager*
Karen C. Smith, *AICP, NC Main Street & Rural Planning Center, Rural Planning Program Manager*
Bruce Naegelen, *Community Economic Development, North Central Region*
Glen Locascio, *GIS Specialist*
Michael Dougherty, *Downtown development Specialist*

Plan Adoption

Warrenton Board of Commissioners – _____, 2024

Executive Summary

Through CORE, the Town of Warrenton collaborated with N.C. Department of Commerce, Rural Economic Development Division staff members and local stakeholders through a strategic planning process to identify and develop outdoor recreation assets that present economic growth opportunities. Strategy development focused on leveraging outdoor recreation assets to increase tourism, encourage small business development, enhance quality of life for residents, plan for outdoor recreation asset and infrastructure development, and position communities to grow and attract outdoor gear manufacturing industries. The planning process was tailored to meet the specific needs, goals, and opportunities that local stakeholders identified.

The plan proposes strategies, goals, objectives, and actions that communities can take to increase economic vitality by leveraging outdoor recreation. For the purposes of this strategic planning program outdoor recreation is defined as all recreational activities undertaken for leisure that occur outdoors, with an emphasis on those activities that involve some level of intentional physical exertion and occur in nature-based environments. Furthermore, other community assets and economic institutions that benefit from or complement the outdoor recreation economy are addressed in the plan.

The plan provides a total of 27 recommended strategies under 5 priority areas, or goals. These goals, identified by the local work group, include:

Goal 1: Increase Outdoor Recreation & Related Small Business Revenue by 5% Annually

Goal 2: Expand & Improve Publicly Owned Outdoor Recreation Amenities by Two Sites

Goal 3: Develop the Outdoor Recreation Goods-Producing Ecosystem

Goal 4: Build a Resilient & Passionate Outdoor Recreation Workforce

Goal 5: Develop Sustainability & Conservation Practices to Protect Natural Resources and Community Aesthetic

These recommendations should serve as guideposts for Warrenton as it considers future development efforts and should work in collaboration with other planning efforts undertaken by the county, municipalities, and related jurisdictions.

Background

There is a long tradition of outdoor recreation in North Carolina. From the mountains to the coast and everywhere in between there are incredible landscapes and unique places to pursue a wide variety of outdoor recreation activities. Participation in these activities generates a large economic impact. In recent years statistics show that participation in outdoor recreation is increasing, particularly in the wake of COVID-19. Continued growth in participation leads to the opportunity for the increased economic impact of outdoor recreation, particularly in rural locations where many of the state's outdoor recreation assets are located. Also, there is great potential to expose and engage people that have historically not participated in outdoor recreation activities at the same rate as others. It is important for all individuals to have the opportunity and access to enjoy recreational pursuits, and to have an opportunity to benefit economically from outdoor recreation. These factors, combined with other on-going outdoor recreation initiatives across the state, make it an ideal time to think critically about how this sector can continue to be leveraged to benefit local economies.

Economic Impact

Outdoor recreation activity and associated expenditures generate a large economic impact. This is a broad economic sector that comprises a diverse range of industries including manufacturing, retail, arts, entertainment, and recreation, as well as many supporting activities such as construction, travel and tourism, accommodation, and food service, and many more.

According to the U.S. Department of Commerce Bureau of Economic Analysis' Outdoor Recreation Satellite Account, nationwide, in 2022, the outdoor recreation economy represented \$563.7 billion in current-dollar gross domestic product (GDP), or 2.2 percent of the United States' total GDP. The outdoor recreation sector of the economy is growing at a faster rate than the overall economy. "Inflation-adjusted ("real") GDP for the outdoor recreation economy increased 4.8 percent in 2022, compared with a 1.9 percent increase for the overall U.S. economy, reflecting a deceleration from the increase in outdoor recreation of 22.7 percent in 2021. Real gross output for the outdoor recreation economy increased 7.5 percent, while outdoor recreation compensation increased 9.1 percent, and employment increased 7.4 percent (national table 9)." Employment in the outdoor recreation industry increased in all 50 states during 2022.

At the state level, outdoor recreation contributed \$14.5 billion in total value-added economic impact to North Carolina's GDP. North Carolina ranked as the 11th highest state in "Value-Added Outdoor Recreation in Total outdoor recreation activities" in 2022. This included employment for over 146,000 individuals that resulted in over \$6.8 billion in total compensation. Employment in key industries within the outdoor recreation sector includes

over 7,600 in manufacturing, 51,000 in retail, 27,000 in accommodation and food service, and over 29,000 in arts, entertainment, and recreation.¹

Outdoor Recreation Participation

According to the 2022 Outdoor Industry Association ‘Outdoor Participation Trends Report’, “outdoor participation continues to grow at record levels. More than half (54%) of Americans ages 6 and over participated in at least one outdoor activity in 2021, and the outdoor recreation participant base grew 2.2% in 2021 to 164.2M participants. This growing number of outdoor participants, however, did not fundamentally alter long-term declines in high frequency or ‘core’ outdoor participation.”²

Studies show that approximately 56% of North Carolinians participate in some form of outdoor recreation each year³. This includes more than 22.8 million visitors to North Carolina state parks in 2021 — three million more than any other year on record. Many parks, national forests, and other public recreation areas report increased visitation as well. These numbers represent a solid base of individuals participating in outdoor recreation and contributing to associated economic activity. But there is still room to engage more individuals and continue to increase participation in outdoor recreation, particularly among populations that have not historically participated in outdoor recreation at levels comparable to others. Also, people increasingly want outdoor recreation opportunities that are convenient to where they live so they can participate on a regular basis without the need to travel long distances.^{4 5}

Setting

The Town of Warrenton, located in the north-central part of North Carolina, serves as the county seat of Warren County. Though the area that is currently identified as Warren County was settled in the 1730's, it wasn't until 1779 that a state bill was passed dividing Bute County into Warren and Franklin Counties. This act of creating Warren County followed the creation of a town plan charted on the plantation of Thomas Christmas. The town plan consisted of a street grid centered on a site dedicated to the county courthouse square. The original plan is evident

¹ U.S. Department of Commerce, Bureau of Economic Analysis. Outdoor Recreation Satellite Account, U.S. and States, 2022. <https://www.bea.gov/data/special-topics/outdoor-recreation>

² Outdoor Industry Association. 2022 Outdoor Participation Trends Report. <https://outdoorindustry.org/resource/2022-outdoor-participation-trends-report/>

³ The Citizen-Times. North Carolina outdoor recreation is a \$28 billion industry, poised for further growth. October 11th, 2019. <https://www.citizen-times.com/story/news/2019/10/11/outdoor-economy-conference-asheville-highlights-28-billion-industry/3923846002/>

⁴ Headwaters Economics. Recreation Counties Attracting New Residents and Higher Incomes. <https://headwaterseconomics.org/economic-development/trends-performance/recreation-counties-attract/>

⁵ Outdoor Foundation. 2022 Outdoor Participation Trends Report. <https://outdoorindustry.org/wp-content/uploads/2023/03/2022-Outdoor-Participation-Trends-Report.pdf>

still today marked by Main Street, Front Street, Bragg Street and the cross streets of Macon, Church, and Franklin.⁶

Warren County was named in honor of an American Revolutionary War Patriot General Joseph Warren who lost his life in 1775 at the battle of Bunker Hill Charlestown, Massachusetts.⁷

Founded in 1779 and one of the oldest municipalities in North Carolina, Warrenton was originally settled and developed for agricultural purposes. The Town covers approximately 0.9 square miles within its town limits and is centered around the intersection of Highways US 401 and US 158. While the presence of important natural resources in and around the Town is limited, Warrenton has an abundance of historic and cultural resources including numerous homes constructed in the 1800s and 1900s which are still in use today and lying within a nationally designated Historic District.⁸

Warrenton is a relatively small rural town, with a population of 851⁹ in the 2020 Census. Between 2010 and 2020, Warrenton experienced a slight loss in population, but appears to be poised for a net increase over the next five years. The nearest large population center is the city of Henderson, about 17 miles to the southeast.

While urban development is concentrated in a few areas, Warrenton has begun to experience organic, commercial growth through improvements to the downtown district. There is a recognition that significant population growth in Raleigh and Durham will eventually spread to the north. Warrenton, Macon, and Norlina, as well as Warren County have begun to experience investment both in commercial and residential rehabilitation projects. Additionally, lake-related development in northern Warren County continues to expand despite the lack of municipal infrastructure such as sewer and water service.¹⁰

Economic Impact – Visitor Spending Warren County

Warren County ranked third (\$63M) in the region for Visitor Spending¹¹ in 2021. That's behind Nash (\$301M) and Halifax (\$119) counties and ahead of Vance (\$59M) and Franklin (\$35M).

⁶ Warrenton Downtown Streetscape Master Plan Report, Town History, Page 7, January 4, 2017

⁷ Ibid

⁸ Ibid

⁹ 2022 Certified Municipal Population Estimates, <https://www.osbm.nc.gov/facts-figures/population-demographics/state-demographer/municipal-population-estimates>

¹⁰ Warren County Comprehensive Development Plan 2022

¹¹ VisitNC Data 2021

The breakdown includes Lodging: \$15.75M (*includes 2nd home spending*); Food & Beverage: \$18.52M; Recreation: \$9.41M; Retail: \$5.64M; and Transport: \$13.70M (*includes ground and air transportation*). Airbnb shared a breakdown of total Host income in rural NC counties, and in Warren County the approximate income was \$2,292,000.

Demographics¹² – Warrenton

The population in this area is estimated to have changed from 851 to 892, resulting in a growth of 1.77% between 2020 and 2023. Over the next five years, the population is projected to contract by -0.34%. The median age is 48.3. Five years from now the median age is projected to be 50.7.

Of this area's current year estimated population, 62.4% are Black or African American, 27.0% are White, 1.5% are American Indian, 6.5% are Hispanic and 0.1% are Asian.

Currently, it's estimated that 48.4% of the population aged 25+ have a high school diploma or equivalent. 18.5% have some college, but no degree. 7.0% have an associate degree. 9.5% have earned a bachelor's degree and 3.3% have a graduate or professional degree.

Per capita income is \$32,706 and projected to increase to \$38,225 over the next five years. Median household income \$37,490 in the current year and projected to increase to \$42,847 over the next five years. Average household income is estimated to be \$65,948 in the current year and is projected to increase to \$75,617 over the next five years. Median disposable income for the current year is \$32,511 and Average disposable income is \$51,560.

Employment status for the civilian population age 16 and over is 91.8% with an unemployment rate of 8.2%.¹³

Retail Snapshot¹⁴ shows a Total Retail Gap of \$37,876,506 within the 20-minute drive-time from downtown Warrenton. The retail gap shows potential category opportunities for Limited and Full-Service Restaurants, Home Centers, Family Clothing Stores, Gift, Novelty, and Souvenir Stores, and Furniture Stores. The complete Retail Analysis can be found in the Appendix.

¹² Esri Community Profile - Forecasts for 2023 and 2028 US Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography

¹³ Esri forecasts for 2023 and 2028. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography November 2023

¹⁴ Claritas, LLC 2023 – 15-mile center from 206 Shaver Rd. Warrenton NC

Existing Plans Review

To complement and build upon subsequent community planning efforts, staff assembled and reviewed other relevant plans and documents. This review provides valuable insight and helps avoid duplication or contradictions of past planning proposals. The following documents were reviewed and considered during the CORE planning process.

Warrenton Comprehensive Plan 2022

Two of the four goals in the 2022 Warrenton Comprehensive Plan relate to Outdoor Recreation.

Goal 1 – Greenways and Parks – notes that hiking and biking trails are part of the Comprehensive Plan, and that collaboration is important when planning for greenways and parks to insure continuity. *Goal 3 – Retail/Economic Development* – Refers to one of Warrenton’s major attractions is its preservation of existing historic homes and other historic sites. The goal also notes that the downtown area is experiencing the revitalization and use of existing buildings for restaurants, breweries, and other retail establishments. Warrenton’s tree canopies were also referenced as important attributes in the town’s identity. While not directly related to Outdoor Recreation itself, these are some of the adjacent activities that help create the *economy* of Outdoor Recreation in a community.

Warrenton Downtown Streetscape Master Plan 2017

The Downtown Master Plan identified nine goals,¹⁵ one of which ties directly with Outdoor Recreation and three others that would have a direct impact on an improved economy.

Goal 5 – Provide multiple forms of access through downtown for bicycles and pedestrians – suggests development of an internal exercise biking loop and connecting it with the State Bike Route (4) currently running along Ridgeway Street (401) and continuing down North Main Street away from downtown.¹⁶ Goals 2, 3 and 7 are important to provide a strong outdoor recreation economy in Warrenton. *Goal 2 – Create an interesting and inviting destination to attract regional visitors; Goal 3 – Create a space that will extend activity hours downtown; Goal 7 – Create a fabric of improvements that encourage redevelopment and expansion of the downtown.*

Warrenton Bicycle and Pedestrian Plan 2020

The Town completed a Bicycle and Pedestrian Plan in 2020 to provide guidance in developing improvements to its bicycle and pedestrian infrastructure, programs, and policies. The plan was developed in consideration of the Town’s vision and goals for making Warrenton a more walkable and bicycle-friendly place that matched its friendly, diverse, charming, and

¹⁵ *Downtown Streetscape Master Plan, 2017, Executive Summary, page 9*

¹⁶ *Downtown Streetscape Master Plan, 2017, Executive Summary, page 5 and Analysis Process, page 23.*

economically vibrant character. Two of the plan’s Goals and Objectives¹⁷ relate specifically to Outdoor Recreation: *Goal 1 – Plan for interconnected, safe, pedestrian and bicycle networks;* and *Goal 3 – Support the Town as a destination for bicycling and walking.*

Kerr-Tar Council of Governments Community Economic Development Strategy

Warrenton is located within the Kerr Economic Development District (EDD). The Kerr-Tar Comprehensive Economic Development Strategy (CEDS) identified “Enhance Recreational Assets” as one of nine regional strategies. Recommendations include, creating a regional inventory of all recreational venues and activities; marketing identified opportunities to private developers who operate in the recreational sector; and identify funding sources to support public-led initiatives. The CEDS also identifies “Promoting Small Business/Entrepreneurial Development” as another strategy, which coincides with one of the goals of this plan.

Warren County 2021-2024 Strategic Plan

Warren County’s vision is of “*a diverse, thriving, rural community known for our creative, sustainable economic revitalization.*” The Strategic Plan’s strategies provide a basis for developing Outdoor Recreation as an economic driver: Enhancing Warren’s County’s distinctive economic development assets; Building out the entrepreneur ecosystem; Capitalizing on opportunities to enhance downtown revitalization, and heritage tourism; Advancing agriculture through tourism, farmers markets and events; and complete 50% of Recreation Master Plan by 2024.

Warren County Recreation Master Plan (2018)

The Parks & Recreation Department owns and maintains 179 acres of parkland throughout the County. The County recently acquired a 45-acre parcel adjacent to the Recreation Complex with the intention of developing it for recreational use. There are 3,235 acres of parkland in Warren County that is not owned by the County. Ownership of other park areas includes Town of Norlina, Town of Warrenton, and North Carolina State Parks. Kerr Lake and Lake Gaston are notable recreational features in Warren County. At Kerr Lake the reservoir is managed by the Army Corps of Engineers, and North Carolina State Parks manages campsites and boat access on the banks. Lake Gaston is maintained and owned by Dominion Energy, a private hydroelectric company that maintains the reservoir for energy generation and flood control. Warren County’s Buck Springs Park has a pier that provides fishing access to Lake Gaston, but there is no publicly maintained boat access to the lake in Warren County. There is recreational boat access to the lake through private marinas and private residences.

¹⁷ *Town of Warrenton Bicycle and Pedestrian Plan 2020, Introduction 1.2 Project Goals and Objectives, page 3*

Recommendations in the 2018 Master Plan include Parkland Goal #3 “Plan for development of future parkland, trails and facilities,” and Programming Goal #3 is to “Expand programming to encourage recreational tourism in Warren County.”

Warren County Comprehensive Plan 2022

Six of the eight goals identified in Warren County’s Comprehensive Plan relate to Outdoor Recreation. The goals call for building capacity for new economic opportunities including investment in infrastructure; Stimulating development of new housing with focus on affordable and workforce housing options; Providing equitable opportunities to enjoy an active lifestyle; Promoting the arts, cultural activities, and heritage tourism; and, Prioritizing a safe and interconnected transportation system, including greenways and bicycle facilities. Specific recommendations are found in sections devoted to Economic Development & Agriculture; Cultural & Natural Resources; Parks, Recreation & Tourism; and Land Use & Housing.

Planning Process

Under the REDD, MS&RP Center staff facilitates the CORE strategic planning process with participation from the local government and an established local work group. This work group is comprised of individuals who have a vested interest in leveraging outdoor recreation to enhance economic development. The planning process employs established planning methods including presenting economic and associated data, asset mapping, economic driver identification, SWOT analysis, stakeholder interviews, business questionnaires, local work group discussions, and more. The planning process was tailored to meet the specific needs, goals, and opportunities that local stakeholders identified.

Situational Analysis

REDD Staff met with Robert Davie, Warrenton’s Town Administrator following receipt of an initial application for participation in the *Creating Outdoor Recreation Economies (CORE)* on November 14, 2022. A Memorandum Of Understanding (MOU) and Resolution for the Warrenton CORE Strategic Plan was developed by REDD staff and adopted by the Warrenton Board of Commissioners at their meeting on February 14, 2023. REDD staff was given a guided tour of Warren County with driving tours of Macon, Norlina, and a self-guided walking tour of Warrenton.

Local Work Group Establishment and Involvement

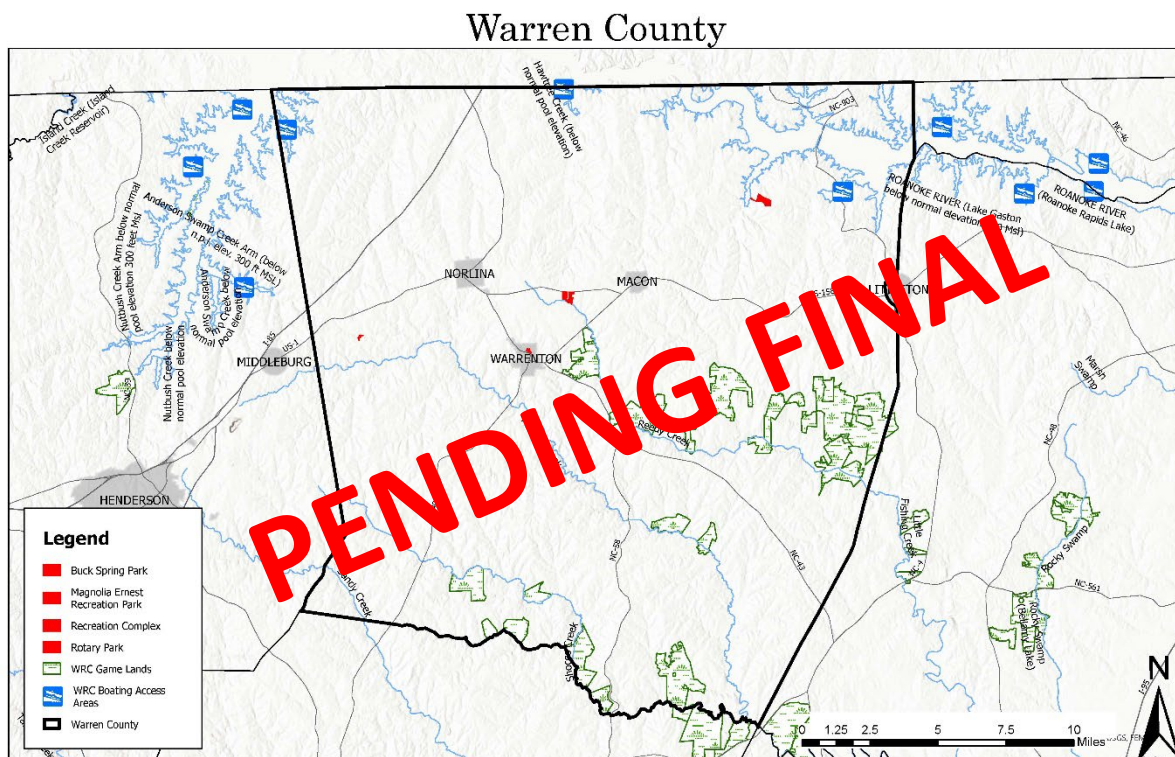
Community members with an interest in Outdoor Recreation were asked to participate in the local work group. Beginning in March 2023, the Rural Planning team met with the local work group for a series of four sessions to gather and share information and share ideas. The local

work group was comprised of business owners, residents, staff from Vance-Granville Community College, Warren County Parks & Recreation, Warren County Economic Development, Warrenton's Town Administrator, and a Town Commissioner. During these sessions the work group reviewed data collected by REDD staff, completed a Work Group survey, SWOT analysis, economic positioning statement and established goals and strategies for the Implementation Plan.

The local work group will be encouraged to remain as a unit to assist the Town, County, and other municipalities to implement the strategic plan. The Town of Warrenton and the County are encouraged to adopt the work group as a standing or ad hoc committee of the Warren County Economic Development Commission.

Asset Mapping

The Warrenton Outdoor Recreation Asset map highlights publicly controlled properties in Warrenton at the Federal, State, and local levels, as well as major trails and waterways. [Please Note: This map is in the process of being finalized.]

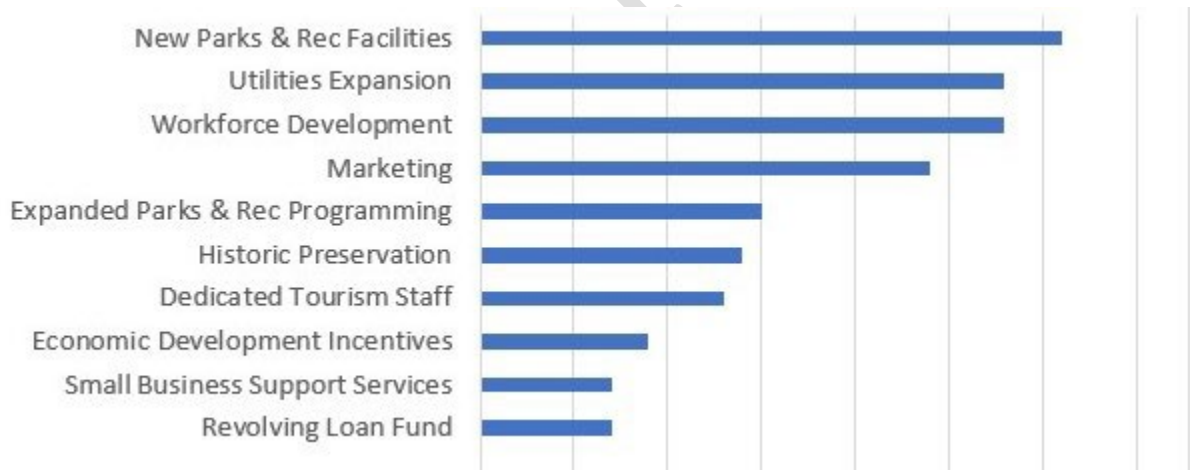


Public Engagement

We used an online survey to receive input from our CORE Work Group, described above, as well as four 2-hour meetings to develop the economic positioning statement and develop strategies. Additionally, a county-wide Stakeholder Breakfast event was held on September 26, 2023, at Buck Springs Plantation to receive feedback on recommended Strategies, Objectives and Actions. There were sixteen people in attendance. An online Stakeholder questionnaire was developed for all invitees with fifteen respondents. The results from the questionnaire will be helpful to EDC staff as they continue to work to strengthen existing businesses and to implement the recommendations. The results from the online stakeholder survey and notes from the Stakeholder Breakfast are included in the Appendix.

Two takeaways from the questionnaire and event include:

- 73% responded to the online questionnaire that local government should invest more local funding into building and supporting the outdoor recreation industry.
- “Vote with Your Dollars” at the Stakeholder Breakfast results



Economic Positioning Statement

A community economic positioning/vision statement provides a forward-looking strategic framework to help guide local government and the community make disciplined, tactical, and incremental decisions on community issues as they arise. The local work group was led through an exercise to develop an Outdoor Recreation Economic Positioning Statement for Warren County.

The CORE work group met several times to develop the proposed economic positioning statement, first by creating individual statements, identifying key words, phrases, and developing a draft statement. A final statement was crafted by the group during its last working meeting, and the Warren County Board of Commissioners adopted the statement on January 8, 2024. This is the adopted statement:

With nationally recognized year-round outdoor recreation opportunities, Warren County's scenic farmland, clear waters, and open skies have set the scene for generations of memory-making experiences for residents and visitors. Vibrant and welcoming, Warren County is a place for people of all backgrounds to stretch their legs and celebrate their connection to the landscape in a thriving, rural community.

Plan Review and Adoption

The Warrenton CORE Strategic & Implementation Plan was reviewed by members of the Warrenton [insert group name] on _____. They recommended to the Warrenton Board of Commissioners that the plan be considered for adoption. The Warrenton Board of Commissioners received the report and presentation by REDD staff during their regular meeting on [INSERT DATE] [The plan was adopted] by the Board of Commissioners during their regular meeting on [Month, 2024].

Warrenton CORE Implementation Plan

Outdoor Recreation Economic Positioning Vision

With nationally recognized year-round outdoor recreation opportunities, Warren County's scenic farmland, clear waters, and open skies have set the scene for generations of memory-making experiences for residents and visitors. Vibrant and welcoming, Warren County is a place for people of all backgrounds to stretch their legs and celebrate their connection to the landscape in a thriving, rural community.

Goal 1: Increase outdoor recreation and related small business revenue by 5%

Goal 2: Expand publicly owned outdoor recreation amenities by two sites

Goal 3: Develop the county's outdoor goods-producing industry

Goal 4: Build a resilient and passionate outdoor recreation workforce

Goal 5: Develop sustainability and conservation practices to protect natural resources and community aesthetic

Goal 1: Increase outdoor recreation and related small business revenue by 5% annually

Strategy 1.1: Extend the traditional outdoor recreation season beyond May-September

Objective - encourage new events during October-April "off-season"

Action - identify and gather current festival/event organizers to encourage and brainstorm expanded events calendar

Action - create events to take advantage of the upcoming 250th anniversary of the United States of America (2026) - i.e., historic tours, etc.

Action - Create events to celebrate Town of Warrenton's 250th anniversary in 2029

Strategy 1.2: Improve resident engagement and participation in outdoor activities

Objective - encourage civic groups, senior centers, etc. to promote & utilize county outdoor recreation opportunities in partnership with Warren County Parks and Recreation and local outdoor recreation-oriented businesses

Action - Form task force with local and regional partners to identify and increase youth outdoor recreation opportunities

Action - Research and engage with existing outdoor youth organizations such as NC Youth Outdoor Engagement Commission, Need More Outdoors, Great Outdoors University, Great Trails NC, North Carolina Interscholastic Cycling Club

Strategy 1.3: Improve economic impacts of existing in-town and town-sponsored festivals, cultural & historical events, and tours by 5% annually; and incorporate elements of outdoor recreation as appropriate

Objective - Evaluate Current Economic Impacts

Action - generate list of outdoor recreation opportunities to incorporate into festivals/events

Action - coordinate with organizers to inventory all county events/festivals & create master calendar

Action - establish baseline attendance & current economic impacts

Objective - Improve Event Impacts

Action - encourage organizers to develop growth strategies for each event/festival

Action - review impacts annually to determine which strategies are effective

Strategy 1.4: Coordinate with the county's marketing plan to include outdoor recreation brand identity

Objective - Determine & promote outdoor recreation brand identity priorities

Action – Work with and County and participate in the Outdoor Recreation Work Group - with representation from across the county, municipalities, & outdoor recreation sectors - to draft request for qualifications (RFQ)

Action – Support County efforts with a marketing firm with experience in rural outdoor recreation to determine outdoor rec marketing strategy and build out digital content on website, social media

Strategy 1.5: Support development of Warren County Tourism Development Authority (TDA)

Action - craft framework

Action - establish mini-grant program for marketing and promotion of events

Strategy 1.6: Increase travel-related expenditures revenue by 10% annually

Objective - Reimagine access to Warrenton's rich history through increased promotion, utilization, & protection

Action – Promote Preservation Warrenton Walking Tour (self-guided/guided tours)

Action - Establish an annual Warrenton Homes Tour

Action - Establish baseline visitor count for each historical or cultural asset

Action - Create itineraries, activities, & tours to promote & expand reach of historic and cultural landmarks *Partner: VisitNC, VisitNC Farms App*

Action - Convert all existing walking and driving tour itineraries to online or app-based self-guided tours (with built-in user data gathering analytics)

Resource: <https://pocketsights.com>

Strategy 1.7: Increase short-term rental revenue by 3% annually

Objective - Encourage & recruit short-term lodging

Action – Work with County TDA to promote B&B, Airbnb hosting

Action - Support and promote non-traditional short-term lodging opportunities such as RV campgrounds, and bed & breakfasts

Strategy 1.8: Facilitate outdoor recreation activities in partnership among local businesses, the Warren County School system, and early childhood businesses

Goal 2: Expand & improve publicly owned outdoor recreation amenities by two sites

Strategy 2.1: Expand mountain biking and walking trails by 20+ miles

Objective: Support county in identifying 250+ acres to develop 25+ miles mountain bike and/or hiking trails to become trail destination

Action - Establish relationships with state agencies, land trusts, and Homeowners Associations (HOAs) to determine opportunities for hiking and biking trail partnerships

Action - Develop relationship with trail building groups such as Triangle Off Road Cyclists (TORC) & partner to build out trails (e.g. Buck Spring Park, Medoc Mountain State Park)

Action – Support state grant (\$67M) for County Greenway & Trails Initiative linking Warrenton, Norlina, and Macon by trail/greenway – (see Strategy 2.3)

Objective: Support Expansion of Buck Spring Park facilities

Action - Create map of hiking & mountain bike trails for signage and website; edit as trail system expands

Action - Determine parcel & funding for pump/skills track

Action - Determine opportunities for bike and kayak rental kiosks through private/public partnership

Strategy 2.2: Advocate for the expansion of allowable outdoor recreation activities within state game lands

Objective: Determine best practice to encourage utilization of NC Wildlife Resources (WRC) game lands for outdoor recreation (i.e., hiking, mountain biking, birdwatching) particularly for game lands closest to Warrenton

Action - Engage with WRC to negotiate additional uses and user groups to assist with advocacy

Action - Partner with state agencies to improve signage and access to game lands to encourage multiple uses

Action - Encourage context sensitive design of development near game lands & habitat enhancement projects in game lands

Strategy 2.3: Develop Trails, Greenway, Park Space and Trail Opportunities in Town Limits

Objective: Increase growth of trails and greenways by 25% by 2028

Action - Identify existing locations throughout town

Action – Coordinate with County greenway / trail planning

Action – Identify preferred route of greenways in town to connect to existing/future county/state greenways

Action – Work with developers, homeowners, and other property owners to dedicate property for greenway easements/development¹⁸

Action - Identify & pursue funding opportunities (NC Cultural Resources/PARTF)

Strategy 2.4: Continue to grow Warrenton Parks & Recreation outdoor recreation programming and facilities

***Objective:** Increase awareness and community use of Parks & Recreation facilities*

Action – Support County marketing to build awareness of benefits of and proximity to outdoor recreation & applicable programming for town residents

***Objective:** Improve facilities to encourage use*

Action – Plan for expansion/improvement of existing parks (i.e., Hayley-Haywood Park)

Action - Plan for development of future parkland, trails, and facilities

Action - Allocate budget for capital improvements

Action - Upgrade safety & access, amenities

Action - Engage in placemaking by unifying signage, site furnishings, and materials throughout park system

Action - Identify and budget for continued park system maintenance

Strategy 2.5: Support development of the county-owned community facility and farmers market at 429 W Ridgeway St in Warrenton

Goal 3: Develop the outdoor recreation goods-producing ecosystem

Strategy 3.1: Increase outdoor recreation business development opportunities by 2 activities per year in partnership with RTP, VGCC Small Business Center and other entrepreneurial activities

Action - Promote customized training and upskilling resources to local employers

Action - Encourage recruitment of restaurants, breweries/distilleries, outdoor recreation related retail and services

Action - Support and encourage expanded agribusiness opportunities such as hydroponics and aquaponics with programs and policies that center family farms, local food producers, & sustainability

¹⁸ Warrenton Comprehensive Plan 2022, Goal 1- Greenways and Parks

Strategy 3.2: Support and assist a Business Retention & Expansion (BRE) program for Warren County with a measurable focus on outdoor recreation-related businesses

Action - Coordinate with local small business resource providers to educate business owners about outdoor recreation opportunities and coordinate product or service expansion that meets both existing and future outdoor recreation economy needs

Strategy 3.3: Support conducting a county-wide industry cluster inventory and analysis, as well as a supply chain map for the outdoor recreation industry

Strategy 3.4: Support the expansion and attraction of outdoor recreation manufacturing companies

Strategy 3.5: Target outdoor recreation goods-producing industries in the local economic development incentive policy

Strategy 3.6: Explore alternative financing options and small business services and educational programming

Action – Review Town’s existing revolving loan fund and encourage focus on Outdoor Recreation-related businesses

Goal 4: Build a resilient and passionate outdoor recreation workforce

Strategy 4.1: Partner with VGCC to support the expansion of industry-specific workforce development training programs (hard and soft skills)

Strategy 4.2: Market VGCC customized training and apprenticeship programs

Strategy 4.3: Work with local businesses to advocate for and support increased goods-producing average weekly wages by \$300

Strategy 4.4: Work with local businesses to advocate for and support increased service-producing average weekly wages by \$200

Strategy 4.5: Facilitate educational opportunities for K-12 students and workforce pipeline about outdoor recreation career and employment options in Warren County

Action – Support and assist County strategies above as appropriate

Goal 5: Develop sustainability and conservation practices to protect natural resources and community aesthetic

Strategy 5.1: Educate and promote land management practices that advance the dual purpose of environmental sustainability and recreational opportunities; with an aim to sustain peoples' connection with nature and enhance human health outcomes. Coordinate efforts with the County as feasible

Action 5.1: Identify strategic tracts of land that will advance conservation goals and can also be used for sustainable recreation opportunities.

Action 5.2: Incorporate/promote "Leave No Trace" principles and educate residents and visitors about these practices. This overall objective can also be connected to the idea of "preserving rural and working landscapes." Also there could be a connection between this, farmland preservation, agritourism, etc.

Action: Quantify the economic benefit of greenspaces, forest, and working lands on the local economy

- Build data that promotes and illustrates link between recreation and conservation

Action: Increase education regarding conservation, sustainability, and Leave No Trace principles.

- Create messages for local schools, visitors, and outdoor recreation users

Action: Engage youth and other "non-traditional" participants to encourage more individuals/residents to understand the benefits of outdoor recreation and access to nature.

Strategy 5.2: Examine land use policies and promote conservation-oriented development and sustainable best practices in recreational facility design and construction

Action: Review development ordinances (zoning ordinance; subdivision ordinance) to ensure that they provide a regulatory structure that advances the recreational, sustainability, and resiliency goals of Warrenton

Action: Support implementation of recommendations of the Warren County Comprehensive Development Plan (2022) that promote sustainability and conservation.

Action: Utilize sustainable best practice guidelines when building and maintaining recreational infrastructure (trails, trailheads, water access, facilities, etc.).

- Ex. Required percentage of open space and/or recreational area/greenway easement dedication for all new major subdivisions.
Conservation subdivision standards adopted.

Action: Encourage municipalities to seek designations such as "Tree City USA" to create formal/measurable objectives.

Strategy 5.3: Work to identify challenges posed by severe weather to outdoor recreation destinations and the related business ecosystem, and formulate rapid-response business and facilities assistance framework

Action - Research federal and state disaster resources and prepare readiness information for local businesses and parks and recreation facilities

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Plan Implementation, Monitoring and Evaluation

Warren County will be responsible for monitoring, evaluation, and reporting accomplishments on the objectives of this plan to the Rural Economic Development Division.

Plan Implementation

Maintaining a dedicated group to follow through after the planning process to begin addressing goals and objectives outlined in this plan is critical to attaining the potential economic impact of these strategies. This could be the same work group that helped develop this plan, or another similar group that is representative of the community and can advance the goals of this plan.

The sustained presence of such a group builds ‘social capital’ within the group that improves their ability to work together and effectively address common goals. Furthermore, a dedicated group ensures continuity from planning stage through implementation, provides accountability to ensure that objectives are being met, and allows the community to react and respond quickly when an opportunity is presented. But this group should not be the sole entity responsible for implementing all the goals of the plan.

Instead, the group should function as a convener and point of contact to connect to other individuals, organizations, and resources to help the broader community achieve these goals. Maintaining a regular meeting schedule will also help increase the effectiveness of the group, and the entirety of the plan.

Monitoring and Evaluation

We recommend that six (6) months after the implementation Plan is adopted the County Board receive a progress update from the County Manager.

If the County would like the NC Commerce Rural Planning Center to aid or provide guidance in the implementation of any of the recommendations, the County Manager should direct that request in writing (e-mail) to the Community Economic Development Planner for the North Central Prosperity Zone or to the Main Street & Rural Planning Center.

After a specified period, 6 months to 1 year, the Planner and county will determine if the county might benefit from other asset-based, local economic development technical assistance. On the 1-year anniversary of adoption of the Assessment and Recommendations, the Planner will conduct a review of the County’s progress and results.

If the Goals need revisions or adjustments the Plan should be amended by the County. These amendments should also be adopted by the County Commissioners.

We suggest that the easiest recommendations be addressed first and accomplished. The more difficult items will take some persistence, time, and working together by the person(s) or groups responsible identified in for each of the items.

DRAFT 01-19-2024

Appendix

This is a separate document

DRAFT 01-19-2024

Warrenton Assets



County Farmer's Market (future)

Hayley-Haywood Park

Warrenton

Bike Rack & Bicycle Fix-it Station

Bike Rack



- Proposed Bike Routes
- Warrenton Town Limit

0 500 1,000 2,000 3,000 Feet

Esri Community Maps Contributors, State of North Carolina DOT, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



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(252) 257-1122 Fax (252) 257-9219
www.warrenton.nc.gov

STATUS OF GRANTS

NC DEQ Water Infrastructure WWTP -- \$750,000 awarded. Received award letter.

- To replace 44-year-old rotors and clean out oxidation ditch #1, which are currently the most critical issues at the WWTP.

(Fund 67) NC Neighborhood Revitalization Program

- CDBG funds to assist in repairing houses owned by citizens of low or moderate incomes.
- NC Commerce has granted an additional \$200,000 in funding due to inflation.
- Moving into second phase of grant, soliciting bids to rehab 2 additional houses.

(Fund 68) Building Reuse Grant

- Town awarded \$50,000 from NC Commerce for Warrenton Veterinary Clinic.
- NC Commerce sent paperwork for claw back of approximately \$20,000. Paperwork submitted to NC Commerce. Two repayments due six months apart.

(Fund 71) Brownfield Grant

- This \$300,000 grant to analyze environmental issues on properties in Warrenton.
- EPA approved funding for a Landmark status application to the National Parks Service for All Saints Episcopal Church.
- Two additional properties, along W. Franklin Street, have undergone Phase 1s.

Golden Leaf Storm Water Grant

- Town awarded \$196,447.50 for stormwater repairs to Brehon Street.
- Awaiting a survey of affected area to be followed by easements prepared by town attorney.

Southeast Crescent Regional Commission

- The Town has been invited to submit a full application for the *State Economic and Infrastructure Development* (SEID) Grant Program. This grant is designed to “Foster Entrepreneurial and Business Development Activities”. Application budget will be \$100,000 of which \$20,000 is in-kind match provided by Research Triangle Foundation, Kerr-Tar COG, Lake Gaston Chamber of Commerce and Town of Warrenton. Application has been submitted.

NCLM Assistance Grant

- Town awarded an in-kind grant from the NC League of Municipalities to evaluate and recommend changes to Town's zoning ordinances. Funded by ARP, the League will engage the legal firm of Parker Poe to assist the Town in making changes at no cost to the Town.

In Progress Grant Applications:

- Town-Wide Water System Improvements: \$1,564,600 (Town on award list. Final notice by end of February.)
- Sanitary Sewer Rehabilitation: \$1,576,040 (Not on award list.)
- WWTP Improvements: \$1,755,000 (Not on award list.)
- Stormwater Planning Grant: \$400,000 (Town on award list. Final notice by end of February.)

MEMORANDUM

To: Mr. Walter M. Gardner, Jr., Mayor
From: Mike Scott, Grant Administrator
Date: January 29, 2024
Subject: Rehabilitation Contract Award Recommendation - CDBG-Neighborhood Revitalization Project

The Town of Warrenton recently solicited bids from area contractors to provide Rehabilitation Services for two (2) units in the Town’s 2018 CDBG-Neighborhood Revitalization Project. Bids were opened at 10:00 AM in the Commissioner’s Meeting Room on Wednesday, January 10, 2024. The CDBG procurement guidelines utilized were Competitive Negotiation and three bid proposals from area contractors were received.

Below is a summary of the received contractor’s bids:

Contractor	Unit #4	Unit #8	Total Bid
L. Roberts Repair & Builders, Inc.	No Bid	\$147,010.00	\$147,010.00 (see note below)
George Humphries Contracting	\$122,995.00	\$108,835.00	\$231,830.00
Picturesque Homes, LLC	\$109,920.00	\$149,516.40	\$258,436.40
<i>Note: Bid considered incomplete</i>			

The Town’s primary obligation is to award a contract to the “lowest most responsible qualified bidder”. The lowest total cumulative bid was submitted by George Humphries Contracting for a total of \$231,830.00. We have conducted reference checks on this company, as well as verified that they are not debarred from performing work on state or federally funded projects.

Each submitted bid exceeded the maximum allowable amount for Rehabilitation (\$70.00 per square foot or \$72,000 total). Therefore, we recommend that we enter into negotiations with the lowest bidder as of this bidding to modify the scope of work, as well as their costs of submitted bids, where possible. Additionally, we anticipate having to request authorization from the NC Department of Commerce to conduct this work under the “Substantial Rehabilitation” provision. This provision allows the Town to conduct Rehabilitation activities that exceed \$70.00 per square foot or \$72,000. Therefore, we request the Town of Warrenton Board of Commissioners authorization the Town Administrator and the CDBG Grant Administrator to enter into negotiations with George Humphries Contracting with the objective of reducing the final bid amounts to a level where we can enter into final contracts.

I will be in attendance at the February 12, 2024 Board of Commissioners Meeting to provide additional information and answer any questions.



Community & Economic
Development Project Planning
Grantwriting
& Grant Administration

328 Hamilton Street
Roanoke Rapids, NC 27870
252-537-9050 (phone)
E-mail:
mike.scott.pro@gmail.com

**RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES,
CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF
AGREEMENT**

WITNESSETH:

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “League Grants”.

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League’s Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

(1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY/TOWN COUNCIL/BOARD OF THE TOWN OF WARRENTON:

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the _____ day of _____, 2024

TOWN/CITY OF WARRENTON

By: _____

(Name)

Mayor

ATTEST:

(Name)

Town Clerk

Exhibit A
**MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).**

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Warrenton (hereinafter the “Municipality”) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (“Effective Date”).

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “**League Grants**”.

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League (“League Services”). See Exhibit A.
- Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the “Approved Budget”. The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall within the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: “This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury.”

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

1. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

2. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

3. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

4. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

5. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

6. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

7. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

8. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

9. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF WARRENTON**

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

9. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality; and (7) for an Engineering or Planning Project funded under Grant 66 where the estimated professional fee is in an amount less than fifty thousand dollars (\$50,000), the Municipality hereby exempts the particular Project from the provisions of G.S. 143-64.31 (the Mini-Brooks Act) as permitted under G.S. 143-64.32.

10. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.

Exhibit B

Contractor Services

American Rescue Plan Legal Representation

Consult with a North Carolina attorney(s) concerning requirements of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP) and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (commonly called Uniform Guidance).

The scope of this representation can include review, consultation and drafting regarding policy review, budget ordinance, internal controls, contracts, and ARP project selection and implementation.

Total cost of this grant provided service is not to exceed \$10,000. It is provided at no cost to the Municipality. Additional costs would be borne by the municipality.

These services are provided to the undersigned Municipality pursuant to the NCLM-66 grant. This constitutes guidance and technical services provided to the Municipality to assist in development of the Municipality's ARP project funded in part by the Municipality's ARP Local Fiscal Recovery Funds or State Fiscal Recovery Funds, (ARP funds) or ARP enabled funds. ("ARP enabled funds" are described in numerous UNC SOG publications. See American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund: Reimbursements - Coates' Canons NC Local Government Law (unc.edu)).

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Warrenton (hereinafter the “Municipality”) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (“Effective Date”).

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “**League Grants**”.

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League (“League Services”). See Exhibit A.
- Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the “Approved Budget”. The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall within the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: “This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury.”

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

1. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

2. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

3. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

4. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

5. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

6. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

7. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

8. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

9. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF WARRENTON**

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

9. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality; and (7) for an Engineering or Planning Project funded under Grant 66 where the estimated professional fee is in an amount less than fifty thousand dollars (\$50,000), the Municipality hereby exempts the particular Project from the provisions of G.S. 143-64.31 (the Mini-Brooks Act) as permitted under G.S. 143-64.32.

10. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.

Exhibit B

Contractor Services

American Rescue Plan Legal Representation

Consult with a North Carolina attorney(s) concerning requirements of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP) and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (commonly called Uniform Guidance).

The scope of this representation can include review, consultation and drafting regarding policy review, budget ordinance, internal controls, contracts, and ARP project selection and implementation.

Total cost of this grant provided service is not to exceed \$10,000. It is provided at no cost to the Municipality. Additional costs would be borne by the municipality.

These services are provided to the undersigned Municipality pursuant to the NCLM-66 grant. This constitutes guidance and technical services provided to the Municipality to assist in development of the Municipality's ARP project funded in part by the Municipality's ARP Local Fiscal Recovery Funds or State Fiscal Recovery Funds, (ARP funds) or ARP enabled funds. ("ARP enabled funds" are described in numerous UNC SOG publications. See American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund: Reimbursements - Coates' Canons NC Local Government Law (unc.edu)).



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Water Rate Increase Justification (To Cover Unaccounted-for Water)

Measurements have been taken every day for almost 60 days. During the month of January, total water usage is outlined below, as well as total water billed to customers. The daily average in January is consistent with current daily readings, and staff feel comfortable projecting an accurate rate increase to cover increases from the County.

Jan 2024 water purchased from County	4,722 in thousand gallons
<u>Jan 2024 water sold to Town customers</u>	<u>3,219 in thousand gallons</u>
Unaccounted-for water	1,502 in thousand gallons

In order to cover the unaccounted-for water costs to the Town, 1502 is multiplied by the 48-cent increase passed along by the County. That figure comes to \$721 per month. Distributing the \$721 equally to customers, it must be applied to every gallon used. Therefore, we would take \$721 and divide it by 3219 or by actual thousand gallons billed out. And the end result is 22.4 cents or 23 cents per thousand gallons.

Thus, we need to increase usage rates for both in-town and out-of-town users by an additional \$0.23/1000 gallons to break even or cover costs.

It is important to understand that this cost must be passed along. There was a time when the rate for large users, that the Town was charging, was less than what the town was actually paying. In effect, the town was losing money on every gallon sold to large users.

There is no proposed increase to cover the fixed rate that the Town pays, since there is no increase in that rate coming from the County.

Current fixed rate is 1.486 (unchanged)

Current bulk rate is 2.80 (recently increased by \$.48)

Also, please note that the usage has been steadily declining over the years, although the number of accounts has increased. The reason for this decline is that two of the Town's largest users, Elberta Crate and Just Save, have shut down completely. The remaining water users are shouldering the burden as a result. Water usage must increase substantially, by a third, for rates to be maintained or come down. And water increases from the County must remain stable. On the brighter side, the Town is positioned to receive 100% grant funding on water related improvements from the State. Grants received from the State offset costs that would normally be passed along to customers.

The Town is taking the following measures to reduce unaccounted-for water.

1. The Town has requested that the County replace two meters where water leaves the town system and enters the County water system. Currently, these meters do NOT read low flow of water. The new meters will accurately measure the water flow to the County and reduce the water attributed to the Town. The Town is splitting the cost of these meters with Warren County at a cost of \$_____ to the Town.
2. The Town has engaged Rural Water to visit with their GPR and listening devices to search for leaks in specified areas of the water system.
3. In the fall of 2024, the Town intends to apply for a \$400,000 AIA grant from the State to cover a comprehensive leak detection program. (The Town has recently become eligible to reapply for this grant.)
4. Already, staff have reached out to private companies in the leak detection business for work that would be included in an AIA-funded project.

Bulk Water Purchased From Warren County

	FY 2011 - 2012	FY 2012 - 2013	FY 2013 - 2014	FY 2014 - 2015	FY 2015 - 2016	FY 2016 - 2017	FY 2017 - 2018	FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	FY 2021 - 2022	FY 2022 - 2023	FY 2023 - 2024
Month	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased
July	8,165,930	10,236,700	5,985,900	6,951,000	6,030,000	6,229,000	6,396,000	6,936,000	7,800,000	6,605,000	6,658,000	4,470,000	7,551,167
August	8,853,170	10,071,600	6,082,000	5,915,000	7,050,000	6,787,000	6,176,000	7,205,000	7,438,000	6,766,000	4,981,333	4,160,000	6,017,167
September	8,055,100	9,384,800	6,031,000	4,848,000	6,000,000	6,404,000	5,996,000	7,235,000	6,180,000	5,282,000	4,228,333	5,180,000	7,272,167
October	7,112,400	8,593,100	5,532,000	5,809,000	6,130,000	4,997,001	6,018,000	7,437,000	6,306,000	5,638,000	3,961,333	5,154,000	8,937,167
November	6,923,700	4,977,400	5,677,000	5,892,000	5,420,000	5,744,000	5,832,000	6,969,000	5,910,000	5,682,000	4,762,333	4,886,000	9,638,167
December	7,166,100	5,293,190	5,383,000	5,037,000	5,990,000	7,305,000	9,051,000	8,237,000	5,129,000	6,756,000	4,123,333	6,145,000	5,316,000
January	6,216,600	6,086,000	6,602,000	5,974,000	5,747,000	6,465,604	7,768,000	6,389,000	5,646,000	5,320,000	4,509,000	4,710,000	4,722,000
February	5,770,050	5,693,400	6,890,000	6,570,000	6,152,000	5,947,000	5,422,000	6,668,000	5,376,000	4,852,000	4,100,000	4,282,167	
March	8,927,000	6,079,500	6,928,000	7,289,000	6,606,000	6,023,000	6,382,000	6,067,000	6,120,000	4,987,000	3,578,000	5,123,167	
April	8,474,900	6,125,000	6,494,000	6,870,000	5,275,000	6,246,000	5,982,653	5,837,000	6,161,000	4,985,000	4,076,000	3,855,167	
May	9,256,300	6,672,640	6,582,362	6,850,000	6,155,000	6,039,000	5,890,033	6,725,000	6,605,000	4,297,000	4,014,000	4,511,167	
June	9,941,150	5,006,600	6,656,000	6,320,000	7,404,000	6,419,000	6,047,314	7,800,000	6,766,000	4,357,000	4,469,000	3,334,167	
Total	94,862,400	84,219,930	74,843,262	74,325,000	73,959,000	74,605,605	76,961,000	83,505,000	75,437,000	65,527,000	53,460,667	55,810,835	49,453,835

Water Sales - Gallons Billed Out to Town Customers

	FY 2011 - 2012	FY 2012 - 2013	FY 2013 - 2014	FY 2014 - 2015	FY 2015 - 2016	FY 2016 - 2017	FY 2017 - 2018	FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	FY 2021 - 2022	FY 2022 - 2023	FY 2023 - 2024
Month	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold
July	5,044,040	4,746,009	3,983,000	4,987,000	3,955,000	4,478,000	3,656,000	4,588,000	6,318,006	4,692,003	3,760,000	3,360,000	3,711,000
August	6,226,031	5,874,014	4,779,000	5,304,000	5,914,000	3,956,000	5,043,004	4,266,000	6,810,003	4,553,003	3,793,000	3,458,000	3,261,000
September	5,175,024	4,242,015	4,735,000	4,478,000	5,627,000	5,082,000	3,994,000	4,369,000	5,412,004	4,302,001	3,658,000	3,355,000	3,419,000
October	4,602,016	3,859,012	4,270,000	3,592,000	3,875,000	3,815,000	3,772,000	4,110,000	7,454,004	3,772,000	3,445,000	3,516,000	3,496,000
November	5,403,028	3,849,010	4,041,000	4,466,000	4,851,000	4,790,000	4,557,000	4,020,000	4,716,004	4,041,000	3,510,000	3,266,000	3,253,000
December	4,149,021	4,348,014	3,852,000	4,597,000	4,237,000	3,317,000	3,837,000	3,764,000	4,592,004	3,293,007	3,703,000	3,016,000	3,737,100
January	4,187,013	3,934,009	4,773,000	3,708,000	4,028,000	3,543,000	4,613,000	4,417,000	3,769,003	3,500,000	3,962,000	3,422,000	3,219,100
February	4,785,012	4,690,010	4,540,000	4,529,000	4,437,000	4,440,000	4,374,000	3,829,005	4,379,008	3,751,000	3,717,000	2,982,000	
March	4,159,011	4,315,013	5,012,000	5,543,000	4,362,000	3,883,000	3,811,000	3,622,004	3,480,004	3,280,000	3,280,006	2,992,000	
April	4,201,009	3,687,003	4,321,000	4,965,000	4,010,000	3,797,000	4,041,000	5,713,009	3,809,003	3,650,000	4,248,000	3,367,000	
May	3,987,008	3,938,003	3,893,000	4,056,000	4,384,000	4,494,000	4,286,000	5,192,007	3,787,003	3,988,000	3,547,000	3,576,000	
June	5,473,014	5,039,000	4,096,000	5,871,000	4,650,000	4,882,000	3,843,000	3,707,007	4,378,003	4,190,000	3,765,000	3,571,000	
Total									58,904,049	47,012,014	44,388,006	39,881,000	

Unaccounted-For Water (%)

	FY 2011 - 2012	FY 2012 - 2013	FY 2013 - 2014	FY 2014 - 2015	FY 2015 - 2016	FY 2016 - 2017	FY 2017 - 2018	FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	FY 2021 - 2022	FY 2022 - 2023	FY 2023 - 2024
Month									%	%	%	%	%
July	38	54	33	28	34	28	43	34	19	29	44	25	51
August	30	42	21	10	16	42	18	41	8	33	24	17	46
September	36	55	21	8	6	21	33	40	12	19	13	35	53
October	35	55	23	38	37	24	37	45	33	33	13	32	61
November	22	23	29	24	10	17	22	42	20	29	26	33	66
December	42	18	28	9	29	55	58	54	10	51	10	51	30
January	33	35	28	38	30	45	41	31	33	34	12	27	32
February	17	18	34	31	28	25	19	43	19	23	9	30	
March	53	29	28	24	34	36	40	43	34	34	8	42	
April	50	40	33	28	24	39	32	2	38	27		13	
May	57	41	41	41	29	26	27	23	43	7	12	21	
June	45	-1	38	7	37	24	36	52	35	4	16	-7	
Average	38	37	30	24	26	32	34	37	26	27	17	27	48



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

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**Planning Board
February 7, 2024
Minutes**

Chairperson Cynthia Jenkins called to order a meeting of the Planning Board at 5:30 PM at the Warrenton Town Hall. Attending were board members George Humphries, Georgiana Weddington, Dian Sourelis, Stephen White, Kristie Steed, Town Administrator, Robert Davie, Tracy Stevenson. A quorum was present.

Dian Sourelis made a motion to approve the December minutes with a second by George Humphries. The minutes were approved by unanimous vote.

Cynthia Jenkins asked if any ex-parte communication had taken place. There was none. Ms. Jenkins inquired of conflicts of interest with the applicant or applications. Dian Sourelis stated she had an application for a special use permit on the agenda and would recuse herself from the vote. Ms. Jenkins then opened the public part of the meeting.

Special Use Permit – 105 Halifax Street

Property owner Dian Sourelis has requested a Special Use permit to operate as an Air BNB at this location. Ms. Sourelis was sworn in and stated that the proposed location was a bedroom and bathroom with a separate entrance in her existing home. She further stated there is ample parking within the private driveway. George Humphries made a motion to recommend approval of the special use permit to the Town Board of Commissioners, with a second by Kristie Steed. The motion was approved by unanimous vote.

Special Use Permit –327 N. Main Street

Property owner Debbie Widmann has requested a Special Use permit to operate as an Air BNB at this location. Ms. Widmann was sworn in and stated that the proposed location was an attic loft area with a bedroom and bathroom in the existing home. She further stated there is ample parking within the private driveway. Georgiana Weddington made a motion to recommend approval of the special use permit to the Town Board of Commissioners, with a second by Kristie Steed. The motion was approved by unanimous vote.

George Humphries requested that the board review the existing Streetscape and Comprehensive Plans. He stated that he would like to see this as a priority for the board. Commissioner Sourelis

stated that she would address same during the upcoming Town Board of Commissioners Work Session on March 5, 2024.

With no further business, the meeting was adjourned.



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Contract Renewal Summaries

Auditor:

Joyce & Company

- Third year of a 3-year agreement that increases slightly annually (\$1500). However due a lack of a need for a “single audit” for large grant expenditures, the Town will save \$1750. Net is that the Town will pay the exact same amount as last year, \$34,500.

Elevator

TKE

- Renewal at fourth of five years. Savings by renewing now include \$405 in current year and guarantee not to exceed 3% increases annually for next five years. (Most recent increase was 8%.)

Financial Software

Southern Software

- Annual FMS renewal. There is no charge in this contract for FY 2024-24 (\$5177) because of a credit due to the Town. Meredith discovered an overcharge from prior years, and I pestered the President of the company to receive our due credit.

Police Software

Southern Software

- Annual RMS renewal. The increase is \$74 over last year, from \$3690 to \$3764.

The of and	Governing Board Board of Commissioners
	Primary Government Unit Town of Warrenton, NC
	Discretely Presented Component Unit (DPCU) (if applicable)

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Joyce and Company, CPA
	Auditor Address 104 Brady Court, Cary, NC 27511

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Meredith Valentine

Finance Director

m.valentine@warrenton.nc.gov

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

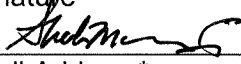
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Warrenton, NC
Audit Fee (financial and compliance if applicable)	\$ 31,050.00
Fee per Major Program (if not included above)	\$ 1,750.00
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 3,450.00
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 36,250

Discretely Presented Component Unit	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Joyce and Company, CPA	
Authorized Firm Representative (typed or printed)*	Signature*
Shelton Ennis, CPA	
Date*	Email Address*
01/19/24	sheltonennis@joyceandcompanycpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
Town of Warrenton, NC	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Walter M. Gardner, Jr., Mayor	
Date	Email Address*
	w.gardner@warrenton.nc.gov

Chair of Audit Committee (typed or printed, or "NA")	Signature
NA	
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	\$ 36,250
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Meredith Valentine, Finance Director	
Date of Pre-Audit Certificate*	Email Address*
	m.valentine@warrenton.nc.gov

104 Brady Court, Cary, North Carolina 27511
Phone 919-466-0946 Fax 919-466-0947

January 19, 2024

Town of Warrenton
113 S. Bragg Street
Warrenton, North Carolina 27589

We are pleased to confirm our understanding of the services we are to provide the Town of Warrenton for the year ended June 30, 2024. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units and remaining fund information, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Warrenton as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Warrenton's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Warrenton's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Law Enforcement Officers' Special Separation Allowance Schedule of Changes in Total Pension Liability and Schedule of Total Pension Liability as a Percentage of Covered Payroll
3. Local Government Employees' Retirement System's Schedules of the Proportionate Share of the Net Pension Asset and Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Warrenton's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial

statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and individual fund financial statements
2. Schedule of Expenditures of Federal and State Awards
3. Budgetary schedules and other schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 *US Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* for Federal Awards (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*,

issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing board of the Town of Warrenton. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violation of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At

the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Warrenton's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance, requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Warrenton's major programs. The purpose of these procedures will be to express an

opinion on the Town of Warrenton's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will assist in preparing the financial statements, schedule of expenditures of federal awards, related notes and prepare GASB 34 journal entries for the Town of Warrenton in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes and preparation of GASB 34 journal entries services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period

presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on September 12, 2024.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statement with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of the expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes);

and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Town of Warrenton and the North Carolina Local Government Commission; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Joyce and Company, CPA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of

the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Joyce and Company, CPA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Town of Warrenton. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately May 27, 2024 and to issue our reports no later than October 31, 2024. Shelton Ennis, CPA is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for these services will be at our standard hourly rates except that we agree that our gross fee, including expenses, will not exceed \$36,250. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town of Warrenton and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Joyce and Company, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Town of Warrenton.

By: _____

Title: _____

Date: _____



SOUTHERN SOFTWARE, INC.
an employee-owned company

December 29, 2023

Merry Christmas and Happy New Year!!!!

Everyone here at Southern Software hopes you and your families had a wonderful Christmas and is hopeful 2024 is full of blessings, good health and good times with family and friends.

We are committed to providing you with outstanding support services and solid software solutions. You are an important part of our Southern Software Family and we value the partnership we have with you!

Enclosed you will find the 2024-2025 Annual Support Agreement(s). Please read the enclosed agreement(s), and be sure to note the highlighted areas as well as the period of coverage and the fee amount. **THIS IS ONLY AN AGREEMENT, IT IS NOT A BILL**, but intended to help you with your Budget Planning for the 2024-25 Fiscal Year. We will invoice you one month prior to your annual renewal date. At this time, we only ask that you review, sign and return the agreement to us stating that you have read and understand the coverage. **Please return to Southern Software via email at bmcneil@southernsoftware.com.** You may also return by fax at 910-695-0251 or mail to 150 Perry Drive, Southern Pines, NC 28387.

We also hope you will plan to join us at our Biennial FMS Users' Conference being held this March 19th – 21st, at the Myrtle Beach Resort & Spa at Grande Dunes by Marriott. Registration will begin soon on our website. If you have any questions, please reach out to Bobbi McNeil.

As always, we sincerely appreciate your business and look forward to working with you in 2024! If you have *any* questions, please call us at **1-800-842-8190**. We welcome and appreciate all of your ideas and concerns.

Sincerely,

Jennifer J. Meggs
CEO
Southern Software, Inc.
<><

Third-Party Integration Notice

Third-party integrations play an important part of everyday responsibilities for many users, which include bill processors, payment processors, meter reading equipment/software vendors as well as other interfaces. These integrations are considered projects because they require a much broader understanding of the customer's situation, more dedicated time spent with and without customer involvement and often application configuration work.

Beginning this year, (2024), there will be a fee charged for third-party integration project work. It is critical for Southern Software to be notified a minimum of two weeks prior to anyone being on-site that will require our assistance with a project such as those listed above. **There may be an additional charge if a notice is not given, and work is expected inside of a two-week window.*

As always, we greatly value your partnership and are happy to answer any questions or address any concerns you may have.

**SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
Financial Management System (FMS)
8:30 a.m., EST to 5:00 p.m., EST**

This support agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

Problem Resolution

Southern Software will provide customer support for mission critical operation of **FMS**, from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize downtime. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response, then a technician will be scheduled for an onsite visit. There is no cost to the customer for the onsite visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

Program Updates

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

Third Party

If, at any time, an update to a third party's software is required, Southern Software will not incur the cost of such upgrade.

System Administrator

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

Data Backup Statement

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

Virus Statement

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support DOES NOT cover assistance in the recovery of damage caused by viruses or ransomware.

Southern Software will charge a fee for virus recovery assistance

Items not covered under this annual support agreement

- Installation and setup of new equipment.
- Transferring of data.
- Moving equipment from one site to another.
- On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.
- Virus damage/recovery repair work.
- Recovery/repair work related to natural disasters such as lightning, floods, etc..
- Replacement of equipment that is out of warranty.
- Cost of upgrades to third party software including but not limited to Microsoft products (i.e. Office, SQL, etc.), Anti-virus software, remote connectivity products, etc. or cost of updates to operating systems.
- On-site Training.
- Interfaces with third party products.
- Balancing of any Southern Software financial application data or reports. For example, Bank Reconciliation or Balancing the Master Balance Report to the Accounts Receivables
- Tax data conversions
- General data conversions
- Correction/Reversal of duplicate and/or incorrect transaction postings due to user error such as duplicate year-end closeouts, duplicate/incorrect penalty postings, duplicate/incorrect bill processing, etc.
- Data loss due to drive crashes, machine failures, etc..
- Installation, Training and Data Conversions for Software Re-architecture.

Benefits

- The Software Support Agreement only covers software developed by Southern Software.
- Toll-free telephone support, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST.
- Software Updates for Southern Software products.
- Remote System Support.
- Annual User's Conference.
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.
- Free web training.

System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support.

This Annual Software Support Agreement provides coverage that begins October 1, 2024 and ends September 30, 2025.

FMS Annual Support \$0.00

By signing this document, you are confirming that you have read and understand the terms and conditions of the annual support agreement.

Important - Support Renewal Clause

A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.

Customer Representative Signature

Date

WARRENTON (TOWN OF), NC - (FMS)

Name of Department

NOTE: IF A PURCHASE ORDER NUMBER IS REQUIRED ON THE SUPPORT INVOICE PLEASE ENTER HERE _____. IF THE NUMBER IS NOT AVAILABLE AT THIS TIME, PLEASE FAX THE PURCHASE ORDER TO (910)695-0251 WHEN IT IS AVAILABLE.

☐ NO PURCHASE ORDER NUMBER WILL BE REQUIRED.

**SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
Records Management System (RMS)
8:30 a.m., EST to 5:00 p.m., EST**

This support agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

Problem Resolution

Southern Software will provide customer support for mission critical operation of **RMS**, from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize downtime. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response, then a technician will be scheduled for an onsite visit. There is no cost to the customer for the onsite visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

Program Updates

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

Third Party

If, at any time, an update to a third party's software is required, Southern Software will not incur the cost of such upgrade.

System Administrator

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

Data Backup Statement

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

Virus Statement

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support DOES NOT cover assistance in the recovery of damage caused by viruses or ransomware.

Southern Software will charge a fee for virus recovery assistance

Items not covered under this annual support agreement

- **Installation and setup of new equipment.**
- **Transferring of data.**
- **Moving equipment from one site to another.**
- **On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.**
- **Virus damage/recovery repair work.**
- **Recovery/repair work related to natural disasters such as lightning, floods, etc..**
- **Replacement of equipment that is out of warranty.**
- **Cost of upgrades to third party software including but not limited to Microsoft products (i.e. Office, SQL, etc.), Anti-virus software, remote connectivity products, etc. or cost of updates to operating systems.**
- **On-site Training.**
- **Interfaces with third party products.**
- **Data conversions**
- **Data loss due to drive crashes, machine failures, etc..**
- **Installation, Training and Data Conversions for Software Re-architecture.**

Benefits

- The Software Support Agreement only covers software developed by Southern Software.
- Toll-free telephone support, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST.
- Software Updates for Southern Software products.
- Remote System Support.
- Annual User's Conference.
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.
- Free web training.

System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support.

This Annual Software Support Agreement provides coverage that begins October 1, 2024 and ends September 30, 2025.

RMS Annual Support **\$3,764.00**

By signing this document, you are confirming that you have read and understand the terms and conditions of the annual support agreement.

Important - Support Renewal Clause

A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.

Customer Representative Signature

Date

WARRENTON PD, NC - (RMS)

Name of Department

NOTE: IF A PURCHASE ORDER NUMBER IS REQUIRED ON THE SUPPORT INVOICE PLEASE ENTER HERE_____. IF THE NUMBER IS NOT AVAILABLE AT THIS TIME, PLEASE FAX THE PURCHASE ORDER TO (910)695-0251 WHEN IT IS AVAILABLE.

☐ NO PURCHASE ORDER NUMBER WILL BE REQUIRED.

Platinum Service Agreement



WARRENTON TOWN HALL

January 19, 2024

Purchaser: Town Of Warrenton
Address: PO Box 281
Warrenton, NC 27589-0281

Location: WARRENTON TOWN HALL
Address: 113 S Bragg St
Warrenton, NC 27589

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Equipment to be Maintained

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer
Geared(Traction)	1	32755	TBD	3	Schindler

Scope of Work

Service Visits

TK Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Wire Ropes
- Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

Service Visits Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance, repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also

Platinum Service Agreement



includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests

This Agreement also includes the dispatch of our technician to address minor adjustments to, and the release of any entrapped passengers from, a Unit during Regular Time ("Service Requests"). Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

We will respond to Service Requests during Regular Time, as defined above, at no additional charge.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On Overtime Service Requests TK Elevator will absorb Regular Time costs for labor and you will be responsible for the difference between the Regular Time costs and Overtime costs for labor which will be the subject of separate billing by TK Elevator. For reference, labor costs include travel time, travel expenses, and time spent on the job.

Testing

Equipment Testing

This agreement includes only the following tests:

- those annual and five (5) year safety tests for your traction Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician

Platinum Service Agreement



that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

This contract does not cover the replacement of equipment pertaining, but not limited to, hoist motors, hoist machines, hoist belts, hoisting sheaves or drive assemblies.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendars days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and

Platinum Service Agreement



deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal, TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for 60 months starting January 01, 2024 and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 60-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before

Platinum Service Agreement



the end of the initial 60-month period or at least 90-Days before the end of any subsequent 60-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

The price for the Platinum Services provided pursuant to this Agreement shall be \$414.00 per month, excluding taxes, before the application of any discounts as described below and any adjustments as described elsewhere in this Agreement. Once accepted, those applicable discounts will be applied throughout the life of this agreement.

Available Discounts

Payment Plan				Contract Term			
Billing Frequency	Discount %	Monthly Discount \$	Initial to Select	Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$15.9	Current Selection	Seven (7)	2%	\$7.95	
Semi Annual	2%	\$7.95		Ten (10)	4%	\$15.9	
Quarterly	No Change	\$0		Fifteen (15)	8%	\$31.8	

Based on the applicability of any discount(s) selected by Purchaser above, the monthly price for the Platinum Services provided under this agreement will be \$397.44 which is calculated as follows:

- Total Contract Price: \$414.00
- Total Discounts & adjustments: 4.17 %
- Net adjustment value: \$16.56
- Final monthly price based on applicable discounts, adjustments and payment plan: \$397.44

We reserve the right to annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you

Platinum Service Agreement



agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

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In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses

Platinum Service Agreement



referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

In the event that Purchaser and TK Elevator are parties to an existing elevator maintenance agreement at the time this proposed agreement is submitted for consideration, the existing agreement will remain in full force and effect until such time as this proposed agreement is accepted and fully executed in writing by both Parties. Upon full acceptance by both Parties, this proposed Agreement shall supersede all prior agreements.

Platinum Service Agreement



Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

**Town Of Warrenton
(Purchaser):**

TK Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)

(Signature of Branch Representative)

(Print or Type Name)

Parker Quigley
Sales Manager

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

5995 Chapel Hill Rd Ste 101
Raleigh, NC 27607
919-851-8557

Thank you for choosing TK Elevator. We appreciate your business.

Jacob Garland

Platinum Service Agreement



Exhibit A

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
WARRENTON TOWN HALL	Geared(Traction)	1	Current Selection	

Elevator telephone # is not required on units with MAX Link selected.

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

“Phone Monitoring” is selected for specific Units in the chart above and we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to “9-1-1” as the centralized TK Elevator Communications call center does not have dialing access to local “9-1-1” numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

Price

In light of the modifications to Agreement set forth above, you agree to an additional price of \$0.00 per month which will be billed to you separately from the price of the Agreement (the “TK Elevator Communications Services Charge”). The cost of your selected TK Elevator Communications Services is not subject to any discounts.

TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following **(911 is not sufficient, local phone numbers are required)**:

Police Department: () -

Fire Department: () -

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.



Customer Portal & Mobile App setup form

Name:			
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:			
Email:			
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



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

Public Works Generator Support Contract

The contract will be effective immediately and applied to all four Public Works' generators.

- (2) WWTP
- (1) F&M Pump Station
- (1) Riggan Pump Station

The Town will be billed as work is completed and no budget amendment is required. The Town has saved some money postponing maintenance since Tommy Harris died. But battery replacement is necessary immediately, as battery replacement is overdue.

For the last ten years or more, generator maintenance was performed by Tommy Harris. Prior to Tommy, Gregory Poole contracted with the Town, and the Town will be returning to Gregory Poole. An alternative support company, National Power, is used for the generator maintenance at Town Hall. But based on recent bad experiences with National Power, we plan seek to end the agreement in June and opt for Gregory Poole. (Meredith Valentine is in the process of pulling together a cost comparison to support a justification of this switch for Town Hall.)



Gregory Poole Equipment Company

CVA - CUSTOMER VALUE AGREEMENT (MAINTENANCE SERVICES PROGRAM)

3201 Integrity Drive • Garner, NC. 27529 • Phone 800-447-3144 • Direct 919-755-7088 • Fax 919-755-7039 • www.GregoryPoole.com

Quotation No: **PME-L453068630**

CW

C002449

Town Of Warrenton

P O Box 281

Warrenton, NC. 27589

Contract Date: **January 15, 2024**

Contract Rep: **Casey Dunlap**

Phone No: **(919) 755-7045**

Email: **casey.dunlap@gregpoole.com**



Maintenance Agreement Start Date: _____

Coverage Years: **3**

Site/Job Specific Requirements (Check all that apply)

- ☐ Site Considerations / Safety Training
- ☐ Fluid Handling Requirements / MSDS
- ☐ Terms and Conditions (Required)
- ☐ Third Party Invoicing

Scheduling Preference:

- ☒ Regular Time ☐ Over Time ☐ Premium Time
- Weekday Hours Evenings & Saturdays Sundays & Holidays

Total Price for Generator/Engine Services **\$7,185.82**

Total Price for ATS/Switchgear Services **\$2,001.24**

Total Price for UPS Services **\$0.00**

Total Price for Additional Services **\$0.00**

Total Estimate (Year Price) **\$9,187.06**

Excludes Estimated Taxes

Total Estimate (Multi Year Price)Purchase Order total must reflect Multi Year Price to lock in quoted totals for duration of contract.....

Excludes Estimated Taxes

\$33,961.45

Agreement Notes:

Effective with the date of this agreement, Gregory Poole Power Systems is authorized to perform Scheduled Programmed Maintenance as outlined in the applicable PM checklists. This agreement covers parts, labor, and fluids to provide maintenance services at various interval levels (PM level I and PM level II inspection). These services are provided for a charge as listed above per unit / equipment from Gregory Poole Power Systems Maintenance Services Pricing Schedule. All travel charges are included in the PM pricing. If repairs or adjustments are necessary, Gregory Poole Power Systems will advise and secure customer's permission before proceeding with repairs. If a customer requests an estimate before repairs are made, prices will be provided. Travel time and mileage will be charged if additional trips are necessary. Charges for labor and parts for additional services will be billed at rates in effect at the time of repair.

In accepting this agreement, the customer agrees to allow Gregory Poole Power Systems personnel reasonable access to the equipment to perform the services during normal working hours. If the equipment is not released for service as previously scheduled, the trip will be charged at prevailing rates. Site safety considerations or training need to be indicated before pricing contract, or they will be billed separately. The customer can request prices to have work performed at overtime or double time rates up front in the pricing of the contract.

This agreement becomes effective upon execution by both parties and will continue in effect for the number of coverage years listed above. PO, if required, must reflect.

Oil surcharge may be added to the total flat rate amount, if prevailing rates increase greater than 15%.

Delays in performance by Gregory Poole Power Systems or its suppliers shall be excused if by natural catastrophes, strikes, or other causes beyond the control of Gregory Poole Power Systems or its suppliers. It is the ultimate responsibility of the customer to ensure that Scheduled Programmed Maintenance is performed in a timely manner by providing sufficient lead time for scheduling services at proper PM intervals. In no event shall Gregory Poole Power Systems be liable for loss of use or other consequential damages. We agree to pay Gregory Poole Power Systems for the services rendered pursuant to this agreement by cash or upon terms and conditions of our open account. Agreement may be terminated by either party upon giving sixty (60) days prior written notification at the address shown Above.

Terms and Conditions:

1. Pricing for the above estimate is valid for sixty days
2. Price is based on customer providing ready access to equipment for continuous, uninterrupted work. Any unusual delays not caused by Gregory Poole will be billed at the applicable Regular or Overtime Rates
3. Customer provides written notification of any site-specific safety practices prior to start of work that need to be included in this estimate for additional time for site entry or application related concerns (such as security). In the absence of site- Specific safety practices, Gregory Poole will follow the safety procedures in the Gregory Poole Safety Policy and Procedure Manual
4. Proposal must be approved, signed with Purchase Order (if required by your company), and returned to the location listed at the top of this quote before maintenance can be scheduled.
5. Materials and supplies pricing are subject to change based on or conditions outside of our control

AUTHORIZED SIGNATURE

PO NUMBER

BY GREGORY POOLE EQUIPMENT COMPANY

/

Date: _____

Gregory Poole Equipment Company

Services	Gregory Poole Power Systems		CVA - MAINTENANCE SERVICES PROGRAM																CAT	
	Equip Type	Make	Model	Serial No.	Unit ID#	Owner Customer Account No.	Site Location	Service Description	Service Qty Per Year	Excludes Estimated Taxes			Additional Service Description	Service Qty Per Year	Excludes Estimated Taxes			Total PM Annual Pricing		
										Tax	Service Cost Each	Extended Price			Tax	Service Cost Each	Extended Price			
01	GEN	CAT	3406 DG	90U08630	WWTP GEN #1	C082128	Waste Water Treatment Plant 738 US-401	Year 1 PM1 with Samples	1		\$290.02	\$290.02	Year 1 PM2 With Oil Change & Batteries	1		\$1,873.15	\$1,873.15	\$2,163.17		
02	GEN	CAT	3406 DG	90U08630	WWTP GEN #1	C082128	Waste Water Treatment Plant 738 US-401	Year 2 PM1 with Samples	1		\$304.52	\$304.52	Year 2 PM3 With Oil Change	1		\$4,061.67	\$4,061.67	\$4,366.19		
03	GEN	CAT	3406 DG	90U08630	WWTP GEN #1	C082128	Waste Water Treatment Plant 738 US-401	Year 3 PM1 with Samples	1		\$319.75	\$319.75	Year 3 PM2 With Oil Change	1		\$1,262.99	\$1,262.99	\$1,582.74		
04	GEN	Generac	SD0300	3006830156	WWTP GEN #2	C082128	Waste Water Treatment Plant 738 US-401	Year 1 PM1 with Samples	1		\$290.02	\$290.02	Year 1 PM2 With Oil Change & Batteries	1		\$1,966.10	\$1,966.10	\$2,256.12		
05	GEN	Generac	SD0300	3006830156	WWTP GEN #2	C082128	Waste Water Treatment Plant 738 US-401	Year 2 PM1 with Samples	1		\$304.52	\$304.52	Year 2 PM3 With Oil Change	1		\$3,493.64	\$3,493.64	\$3,798.16		
06	GEN	Generac	SD0300	3006830156	WWTP GEN #2	C082128	Waste Water Treatment Plant 738 US-401	Year 3 PM1 with Samples	1		\$319.75	\$319.75	Year 3 PM2 With Oil Change	1		\$1,412.47	\$1,412.47	\$1,732.22		
07	GEN	Olympain	D150	F4619A/001	John Riggins SLS GEN	C082129	John Riggins Sewer Lift Station 300 N. Ridgecrest Dr	Year 1 PM1 with Samples	1		\$290.02	\$290.02	Year 1 PM2 With Oil Change & Batteries	1		\$1,135.56	\$1,135.56	\$1,425.58		
08	GEN	Olympain	D150	F4619A/001	John Riggins SLS GEN	C082129	John Riggins Sewer Lift Station 300 N. Ridgecrest Dr	Year 2 PM1 with Samples	1		\$304.52	\$304.52	Year 2 PM3 With Oil Change	1		\$2,465.32	\$2,465.32	\$2,769.84		
09	GEN	Olympain	D150	F4619A/001	John Riggins SLS GEN	C082129	John Riggins Sewer Lift Station 300 N. Ridgecrest Dr	Year 3 PM1 with Samples	1		\$319.75	\$319.75	Year 3 PM2 With Oil Change	1		\$1,132.40	\$1,132.40	\$1,452.15		
10	GEN	Generac	SD0060	2091827	F.M Mobile Park SLS GEN	C002449	F.M Mobile Park Sewer Lift Station 180 F.M Mobile Home Park	Year 1 PM1 with Samples	1		\$290.02	\$290.02	Year 1 PM2 With Oil Change & Batteries	1		\$1,050.93	\$1,050.93	\$1,340.95		
11	GEN	Generac	SD0060	2091827	F.M Mobile Park SLS GEN	C002449	F.M Mobile Park Sewer Lift Station 180 F.M Mobile Home Park	Year 2 PM1 with Samples	1		\$304.52	\$304.52	Year 2 PM3 With Oil Change	1		\$3,102.07	\$3,102.07	\$3,406.59		
12	GEN	Generac	SD0060	2091827	F.M Mobile Park SLS GEN	C002449	F.M Mobile Park Sewer Lift Station 180 F.M Mobile Home Park	Year 3 PM1 with Samples	1		\$319.75	\$319.75	Year 3 PM2 With Oil Change	1		\$1,039.09	\$1,039.09	\$1,358.84		
13	ATS	RUS	RUSSATS	8020-1	WWTP ATS #1	C082128	Waste Water Treatment Plant 738 US-401	Year 1 ATS Level 2 Service	1		\$500.31	\$500.31						\$500.31		
14	ATS	RUS	RUSSATS	8020-1	WWTP ATS #1	C082128	Waste Water Treatment Plant 738 US-401	Year 2 ATS Level 2 Service	1		\$525.33	\$525.33						\$525.33		
15	ATS	RUS	RUSSATS	8020-1	WWTP ATS #1	C082128	Waste Water Treatment Plant 738 US-401	Year 3 ATS Level 2 Service	1		\$551.59	\$551.59						\$551.59		
16	ATS	EAT	ATC3C5X30600XDC	SMK652925	WWTP ATS #2	C082128	Waste Water Treatment Plant 738 US-401	Year 1 ATS Level 2 Service	1		\$500.31	\$500.31						\$500.31		
17	ATS	EAT	ATC3C5X30600XDC	SMK652925	WWTP ATS #2	C082128	Waste Water Treatment Plant 738 US-401	Year 2 ATS Level 2 Service	1		\$525.33	\$525.33						\$525.33		
18	ATS	EAT	ATC3C5X30600XDC	SMK652925	WWTP ATS #2	C082128	Waste Water Treatment Plant 738 US-401	Year 3 ATS Level 2 Service	1		\$551.59	\$551.59						\$551.59		
19	ATS	ASCO	A300322591XC	42781	John Riggins SLS ATS	C082129	John Riggins Sewer Lift Station 300 N. Ridgecrest Dr	Year 1 ATS Level 2 Service	1		\$500.31	\$500.31						\$500.31		
20	ATS	ASCO	A300322591XC	42781	John Riggins SLS ATS	C082129	John Riggins Sewer Lift Station 300 N. Ridgecrest Dr	Year 2 ATS Level 2 Service	1		\$525.33	\$525.33						\$525.33		
21	ATS	ASCO	A300322591XC	42781	John Riggins SLS ATS	C082129	John Riggins Sewer Lift Station 300 N. Ridgecrest Dr	Year 3 ATS Level 2 Service	1		\$551.59	\$551.59						\$551.59		
22	ATS	Generac	GTS010W-3K2LDYEY	92387	FM Mobile Park SLS ATS	C002449	F.M Mobile Park Sewer Lift Station 180 F.M Mobile Home Park	Year 1 ATS Level 2 Service	1		\$500.31	\$500.31						\$500.31		
23	ATS	Generac	GTS010W-3K2LDYEY	92387	FM Mobile Park SLS ATS	C002449	F.M Mobile Park Sewer Lift Station 180 F.M Mobile Home Park	Year 2 ATS Level 2 Service	1		\$525.33	\$525.33						\$525.33		
24	ATS	Generac	GTS010W-3K2LDYEY	92387	FM Mobile Park SLS ATS	C002449	F.M Mobile Park Sewer Lift Station 180 F.M Mobile Home Park	Year 3 ATS Level 2 Service	1		\$551.59	\$551.59						\$551.59		
25																				
26																				
27																				

Note: The above quoted services are your basic Programmed Maintenance Services provided by Gregory Poole Power Systems. Please note that the Operation and Maintenance Manual (OMM) requires that additional services be performed on your equipment during scheduled maintenance periods.

Total Estimate (Per Year) **\$33,961.45**

Excludes Estimated Taxes

COMPLETE CUSTOMER SUPPORT

**Gregory Poole
Power Systems**



LEVEL I PM SERVICE

Quarterly / Semi-Annual

At the core of our Customer Service Agreement (CSA) program is our Programmed Maintenance (PM) service plans, which provide comprehensive maintenance and record keeping for your engine or generator package.

Gregory Poole offers PM services regardless of the Engine or Generator make and model.

Cooling System

- Visual inspection of radiator/heat exchanger for leaks, damage and obstruction
- Check coolant level
- Inspect condition of radiator cap, gasket and sealing surface
- Visual inspection of water pump and cooling system gaskets for leaks
- Inspect belts for cracking and fraying
- Check jacket water heater(s) for proper operation and adjust thermostat setting as needed
- Check belt tension (if accessible)
- Inspect flexible water connections for cracking, leaks and pliability
- Inspect pulleys for excessive wear
- Add coolant (up to one gallon). Additional charges could apply if more coolant is needed.
- Analyze coolant for proper antifreeze percentage
- Take coolant sample for Caterpillar SOS sampling program
- Tighten hose clamps as needed (if accessible)

Lubrication System

- Check crankcase oil
- Visually inspect for excessive crankcase blow-by with engine running (where application allows)
- Visually inspect front and rear crankshaft seals and lubrication system gaskets for leaks
- Add crankcase oil (up to one gallon) of superior grade oil meeting or exceeding manufacturers recommended specifications. (additional charges could apply)
- Check crankcase breather, inspect hoses and connections
- Take oil sample for Caterpillar Scheduled Oil Sample (S.O.S.) program

Fuel System

- Inspect flexible fuel lines for cracking, leaks and pliability
- Visually inspect day tank and controls-
- Test day tank alarms (if system allows and at customer request))
- Record fuel level in sub-base fuel tank (if applicable)
- Drain water from water separator
- Check fuel system for leaks
- Inspect steel lines for cracks, leaks and proper line bracket support

Starting System

- Check and record battery charger amperage
- Check battery charger for proper operation
- Check and record alternator for proper charge rate with engine running (if applicable)
- Check for proper cranking termination upon starting
- Clean and apply corrosion inhibitor to the terminals of lead acid batteries as needed
- Tighten battery cable connections as needed
- Inspect and tighten starter motor, connections and wiring (if needed)
- Check and record battery voltage dip level during over crank test for minimum voltage required to maintain controls during startup
- Check proper operation of engine and generator instruments with generator running

Exhaust System

- Inspect flexible exhaust coupling for cracks and excessive leakage
- Check for abnormal exhaust characteristics with engine running (signs of wet stacking)
- Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking)
- Inspect exhaust rain protection and exhaust outlet screening (if accessible)
- Inspect exhaust manifold for broken or missing hardware

Your Total Solutions Provider

Office
3201 Integrity Drive
Garner, NC 27529

Service
919.755-7088
800.447.3144

Parts
919.755-7085
800.447.3120

Sales/Engineering
919.755-7010
800.447.3141

Rental Power
919.755-7016
800.447.3142

Air Intake System

- Inspect air filters for plugging and deterioration
- Visually inspect air cleaner indicator
- Check all air intake piping for damage and loose connections
- Inspection of air cleaner seal for pliability and sealing

Enclosure / Installation

- Perform walk around inspection of complete installation
- Inspect generator set vibration isolators
- Check for abnormal noise or vibration
- Re-check for leaks with engine running
- Check for proper operation of remote fan motors, thermostats, circulation pumps and solenoid valves
- Check inlet and discharge louvers for proper operation with engine running and stopped
- Inspect hinges / handles/ locks and lubricate (if applicable)

Control Panel Service

- Operational check of illumination and safety lamps
- Inspect and tighten loose terminals on generator control panel
- Monitor and note voltage and frequency during operation
- Check proper operation of engine and generator instruments with generator running
- Inspect for excessive dirt accumulations
- Test auto-start system (if system allows / at customer request only)
- Test safeties and pre-alarms on control and annunciator panels (if system allows / at customer request only)

Generator

- Inspect guards for loose or missing hardware, damage and excessive oil or dirt build-up
- Inspect generator bearing and grease as required with Caterpillar bearing lubricant (per Caterpillar guidelines)

Upon Completion of Service

- Reset all controls to automatic
- Set circuit breaker to correct position
- Check fuel valves for correct position
- Check battery charger is on
- Check day tank controls are on and in auto position
- Check to ensure that louvers open when engine is running
- Check jacket water heater(s) are on
- Check remote radiator fan controls are on when engine is running
- Check to ensure that the auxiliary water pump controls are on (if applicable)
- Removal of any containers or debris that was used during services and dispose of properly

To arrange for service, contact your local Parts and Service Sales Representative (PSSR). A complete listing of Gregory Poole Power Systems locations can be found at www.GregoryPoole.com

COMPLETE CUSTOMER SUPPORT



Gregory Poole Power Systems



LEVEL II PM SERVICE Annual

At the core of our Customer Service Agreement (CSA) program is our Programmed Maintenance (PM) service plans, which provide comprehensive maintenance and record keeping for your engine or generator package.

Gregory Poole offers PM services regardless of the engine or generator make or model.

Cooling System

- Visual inspection of radiator/heat exchanger for leaks, damage and obstruction
- Check coolant level
- Analyze coolant for proper antifreeze percentage
- Inspect condition of radiator cap, gasket and sealing surface
- Visual inspection of water pump and cooling system gaskets for leaks
- Inspect belts for cracking and fraying
- Check jacket water heater(s) for proper operation and adjust thermostat setting as needed
- Check belt tension (if accessible)
- Inspect flexible water connections for cracking, leaks and pliability
- Inspect pulleys for excessive wear
- Add coolant (up to one gallon) additional charges could apply if more coolant is needed.
- Tighten hose clamps as needed (if accessible)
- Inspect fan drive and grease bearing(s) as required per Caterpillar guidelines (if accessible)
- Take coolant sample for Caterpillar SOS sampling program

Lubrication System

- Change engine oil with superior grade meeting or exceeding manufacturers recommended specifications.
- Properly dispose of waste oil and filters
- Change oil filters
- Check for excessive crankcase blow-by with engine running (where application allows)
- Visually inspect front and rear crankshaft seals and lubrication system gaskets for leaks
- Check crankcase breather, inspect hoses and connections
- Take oil sample for Caterpillar Scheduled Oil Sample (S.O.S.) program

Fuel System

- Change engine mounted primary and secondary fuel filters (quoted based on customer needs)
- Inspect flexible fuel lines for cracking, leaks and pliability
- Visually inspect day tank and controls
- Test day tank alarms (if system allows and at customer request)
- Record fuel level in sub-base fuel tank (if applicable)
- Operate fuel priming pump and check for proper operation and leaks
- Replace fuel / water separator filter (quoted based on customer needs)
- Check fuel system for leaks
- Inspect steel lines for cracks, leaks and proper line bracket support
- Note – Remote fuel filters quoted upon request

Starting System

- Check and record battery charger amperage
- Check battery charger for proper operation
- Check and record alternator for proper charge rate with engine running (if applicable)
- Check for proper cranking termination upon starting
- Clean and apply corrosion inhibitor to the terminals of lead acid batteries as needed
- Tighten battery cable connections as needed
- Inspect and tighten starter motor, connections and wiring
- Check and record battery voltage dip level during over crank test for minimum voltage required to maintain controls during startup
- Inspect governor linkage and lubricate as required (if accessible)

Exhaust System

- Inspect flexible exhaust coupling for cracks and excessive leakage
- Check for abnormal exhaust characteristics with engine running (signs of wet stacking)
- Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking)
- Inspect exhaust rain protection and exhaust outlet screening (if accessible)
- Inspect exhaust manifold for broken or missing hardware

Your Total Solutions Provider

Office
3201 Integrity Drive
Garner, NC 27528

Service
919.755.7088
800.447.3144

Parts
919.755.7085
800.447.3120

Sales/Engineering
919.755.7010
800.447.3141

Rental Power
919.755.7016
800.447.3142

Air Intake System

- Inspect air filters for plugging and deterioration
- Visually Inspect air cleaner indicator
- Check all air intake piping for damage and loose connections
- Inspection of air cleaner seal for pliability and sealing

Enclosure / Installation

- Perform walk around inspection of complete installation
- Inspect generator set vibration isolators
- Check for abnormal noise or vibration
- Re-check for leaks with engine running
- Check for proper operation of remote fan motors, thermostats, circulation pumps and solenoid valves (if accessible)
- Check inlet and discharge louvers for proper operation with engine running and stopped
- Inspect hinges / locks and lubricate (if applicable)

Control Panel Service

- Operational check of illumination and safety lamps
- Check proper operation of engine and generator instruments with generator running
- Monitor and note voltage and frequency during operation
- Inspect and tighten loose terminals on generator control panel
- Inspect for excessive dirt accumulations
- Test auto-start system (if system allows / at customer request only)
- Test safeties and pre-alarms on control and annunciator panels (if system allows / at customer request only)

Generator

- Inspect guards for loose or missing hardware, damage and excessive oil or dirt build-up
- Inspect generator bearing and grease as required with Caterpillar bearing lubricant (per Caterpillar guidelines)

Upon Completion of Service

- Reset all controls to automatic
- Set circuit breaker to correct position
- Check fuel valves for correct position
- Check battery charger is on
- Check day tank controls are on and in auto position
- Check louver controls are on when engine is running
- Check jacket water heater(s) are on
- Check remote radiator fan controls are on when engine is running
- Check to ensure that the auxiliary water pump controls are on (if applicable)
- Removal of any containers or debris that was used during services and dispose of properly

To arrange for service, contact your local parts and service sales representative (PSSR). A complete listing of Gregory Poole Power Systems locations can be found at www.GregoryPoole.com

COMPLETE CUSTOMER SUPPORT



Gregory Poole
Power Systems



LEVEL III PM SERVICE

Recommended Every Three Years

At the core of our Customer Service Agreement (CSA) program is our Programmed Maintenance (PM) service plans, which provide comprehensive maintenance and record keeping for your engine or generator package.

Gregory Poole offers PM services regardless of the engine or generator make or model.

Cooling System

- Drain, clean and flush radiator
- Refill radiator with proper engine Coolant Solution
- Visual inspection of radiator/heat exchanger for leaks, damage and obstruction
- Inspect condition of radiator cap, gasket & sealing surface
- Visual inspection of water pump and cooling system gaskets for leaks
- Replace fan drive belts (engine mounted)
- Replace recommended cooling system hoses
- Replace thermostat(s), gasket(s), and seal(s) as required
- Check jacket water heater(s) for proper operation and adjust thermostat setting as needed
- Inspect pulleys for excessive wear
- Lubricate fan drive with proper Caterpillar bearing lubricant
- Take coolant sample for analysis to determine new base line
- Tighten hose clamps as needed
- Replace radiator cap (if customer request to be included)

Air Intake System

- Inspect air filters for plugging and deterioration
- Test and reset air cleaner indicator
- Check all air intake piping for damage and loose connections
- Inspect air cleaner seal for pliability and sealing
- Inspection of turbocharger for excessive end play clearance (if accessible) and seal leakage

Exhaust System

- Inspect flexible exhaust coupling for cracks and excessive leakage
- Check for abnormal exhaust characteristics with engine running (signs of wet stacking)
- Inspect exhaust rain protection and exhaust outlet screening (if accessible)
- Inspect exhaust manifold for broken or missing hardware

Fuel System

- Inspect flexible fuel lines for cracking, leaks and pliability
- Check governor oil (if applicable)
- Record fuel level in sub-base fuel tank
- Drain water from water separator
- Check fuel system for leaks
- Inspect steel lines for cracks, leaks and proper line bracket support
- Take Fuel sample to inspect for contaminants (at customer request)
- Add oil to the governor as needed
- Test day tank alarms (if system allows and at customer request)
- Perform Valve Lash Adjustment (Caterpillar diesel engines only)

Starting System

- Replace Batteries (if applicable)
- Check and record battery charger amperage
- Check battery charger and adjust float rate for optimum battery performance and life
- Check and record alternator for proper charge rate with engine running (if applicable)
- Check for proper cranking termination upon starting
- Clean and apply corrosion inhibitor to the terminals of lead acid batteries as needed
- Tighten battery cable connections as needed
- Inspect and tighten starter motor, connections and wiring
- Check and record battery voltage dip level during over crank test for minimum voltage required to maintain controls during startup
- Lubricate governor linkage

Your Total Solutions Provider

Office
3201 Integrity Drive
Garner, NC 27528

Service
919.755.7088
800.447.3144

Parts
919.755.7085
800.447.3120

Sales/Engineering
919.755.7010
800.447.3141

Rental Power
919.755.7016
800.447.3142

Enclosure / Installation

- Perform walk around inspection of complete installation
- Inspect generator set vibration isolators
- Check for abnormal noise or vibration
- Re-check for leaks with engine running
- Check for proper operation of remote fan motors, thermostats, circulation pumps and solenoid valves. (if accessible)
- Check inlet and discharge louvers for proper operation with engine running and stopped
- Inspect hinges / locks and lubricate (if applicable)

Generator and Voltage Regulator

- Perform Megger testing (quoted per customer request)
- Inspection of rotor and stator for damage and excessive oil or dirt build-up
- Inspection of coupling and guards for loose or missing parts
- Check generator leads and voltage regulator control wiring
- Strap and tape any wiring or generator leads that have rubbing and/or worn insulation
- Visually inspect rotating rectifier (based on accessibility)
- Visually inspect exciter field. (based on accessibility)
- Lubricate generator bearing with Caterpillar bearing lubricant per Caterpillar guidelines

Control Panel Service

- Operational check of illumination and safety lamps
- Check proper operation of engine and generator instruments with generator running
- Monitor and note voltage and frequency during operation
- Inspect and tighten loose terminals on the generator control panel.
- Inspect for excessive dirt accumulations and clean
- Test auto-start system (if system allows / at customer request only)
- Test safeties and pre-alarms on control and annunciator panels (if approved by customer)

Upon Completion of Service

- Reset all controls to automatic
- Set circuit breaker to correct position
- Check fuel valves for correct position
- Check battery charger is on
- Check day tank controls are on and in auto position
- Check louver controls are on when engine is running
- Check jacket water heater(s) are on
- Check remote radiator fan controls are on when engine is running
- Check to ensure that the auxiliary water pump controls are on (if applicable).
- Removal of any containers or debris that was used during services and dispose of properly

To arrange for service, contact your local parts and service sales representative (PSSR). A complete listing of Gregory Poole Power Systems locations can be found at www.GregoryPoole.com

COMPLETE CUSTOMER SUPPORT

**Gregory Poole
Power Systems**



FLUID ANALYSIS Recommended Annually

No other preventative maintenance service is as telling or as cost effective as a comprehensive Fluid Analysis program. Our program provides chemical and physical analysis of all of the fluids found in your generator system to determine component wear, contamination, and their condition relative to manufacturer's performance specifications.

Oil Sampling

The most reliable indicator of trouble with your Generator is a comprehensive analysis of your Engine's oil. Each test provides three specific Types of diagnostic tests:

1. **Wear Analysis:** assesses engine wear through trace metal elements found in used oil.
2. **Chemical and Physical tests:** detects the physical presence of unwanted fluids in engine oil (water, fuel, antifreeze)
3. **Oil Condition Analysis:** Identifies loss of lubricating properties by quantifying combustion by-products including soot, sulfur, oxidation and nitration.

Diesel Fuel Sampling

In most stand-by generator applications, it is likely that diesel fuel may be stored, unused, for over a year. If so, there is a high probability that the fuel is contaminated with either water or algae. This and other types of contamination pose a serious threat to the trouble-free operation of your generator. Gregory Poole's fuel sampling program looks for a variety of potential problems, including:

- Micro organisms
- Water
- Metals
- Sediment
- Flash Point
- API Gravity

Indication	Problem Area & Causes	Potential Wear
High Soot	Oil Degradation, Thickening	Bearing Damage +/- or Piston, Ring, Liner Wear
Oxidation Increase	Oil Thickening, Varnish	Bearing Damage +/- or Piston, Ring, Liner Wear
Chromium, Molybdenum, Iron	Stuck or Broken Piston Ring(s)	Ring, Liner Wear
Silicon, Aluminum, Chromium, Iron	Dirt Ingestion, Poor Air Filtration	Piston, Ring, Liner Wear
Silicon, Lead, Aluminum, Iron	Dirt in Lower Engine	Crankshaft Bearing Wear
Copper, Aluminum, Iron	Oil Degradation or Contamination	Rod Eye, Wrist Pin Wear
Aluminum, Chrome Iron	Oil Degradation, Abnormal Operating Temp	Piston, Ring, Liner Wear
Lead, Aluminum	Oil Degradation or Contamination	Crankshaft Bearing Wear
Fuel	Oil Contamination, Viscosity Loss	Bearing Damage +/- or Piston, Ring, Liner Wear
Water (NA) +/- Glycol	Coolant leak, Oil Contamination, Sludge Formation	Bearing Damage +/- or Piston, Ring, Liner Wear

Engine Coolant Sampling

Over 40% of all engine failures can be traced to the cooling system. Engine Coolant Sampling is a low cost service that helps ensure your cooling system remains trouble free. The analysis covers:

- Glycol
- Coolant inhibitor
- pH Levels
- Conductivity
- Solid Contaminants

To arrange for service, contact your local parts and service sales representative (PSSR). A complete listing of Gregory Poole Power Systems locations can be found at www.GregoryPoole.com.

Your Total Solutions Provider

3201 Integrity Dr.
Garner, NC 27529

Service
800.447.3144
919.755.7088

Parts
800.447.3120
919.755.7085

Sales/Engineering
800.447.3141
919.890.4355

Rental Power
800.447.3142
919.755.7016

AUTOMATIC TRANSFER SWITCH (ATS) SERVICE

Gregory Poole Technicians provide the very best start-up, testing, troubleshooting, repair and preventative maintenance of automated emergency standby and paralleling switchgear.



Automatic Transfer Switch Service can provide a substantial cost savings by:

- Catching potential problems before they happen
- Exercising the Switches and Circuit Breakers to assure proper operation
- Keeping records of the equipment to track performance

Gregory Poole Power Systems offer Switchgear Maintenance by qualified technicians to:

- Infrared inspection of the system
- Complete cleaning of all components
- Complete inspection for damage, overheating, excessive wear
- Complete system test (if allowed by owner) to check for proper transition
- Complete maintenance and overhauling



AES
ADVANCED ELECTRICAL SERVICES

To learn more contact Gregory Poole Power Systems:

www.gregorypoole.com/power

800-447-3144

advancedelectrical@gregpoole.com

Final Notice of Violation

P.O. Box 281

Warrenton, NC 27589-0281

(252) 257-1122 Fax (252) 257-9219

www.warrenton.nc.gov

Case Number: 240001

Town of
Warrenton

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

01/16/2024

ROBINHOUSE LLC & HURT LLC
116 OLD MILL RD
MACON, NC 27551

Dear Property Owner:

You are being contacted, pursuant to Town Ordinance, in reference to your property located at 123 N MAIN ST.

This letter is to remind you of the Vacant Property Registration ordinance of the Town of Warrenton, passed in 2009, which applies to vacant buildings in the C-1 and C-2 business districts.

As part of the ordinance buildings must be registered (\$15 annually) and properly maintained. Out of town owners must engage a local property manager for maintenance.

Attached is a list of problems with your specific building along with highlighted areas of the ordinance. Please complete and mail in your check, registration form and plan to remedy the identified problems. Your registration form and plan will be submitted to the Town Board. Upon approval work must begin on your building within 15 days. If for some reason you cannot begin within 15 days of Board approval, you must submit a letter requesting a three-month extension or penalties will apply.

For more information regarding the Vacant Property Registration ordinance, feel free to contact me at (252) 257-1122. Thank you for your cooperation.

Your prompt attention and cooperation in this matter is greatly appreciated. If you have any questions, please contact me at 252-257-1122. This will serve as a final request and notice.

Sincerely,

Robert Davie
Administrator 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

Vacant Property Maintenance Requirements

Address: 123 N. Main

Contact: _____

- Exterior needs painting ☐
- Yards not maintained ☐
- Decks and porches not maintained ☐
- Windows and doors not intact or inoperable ☒ broken glass
- Rotting areas ☐
- Facades appear vacant ☒
- Visible interiors appear vacant ☐
- Requires property management company ☐

§155.05 Maintenance Requirements

Properties subject to this Chapter shall be kept in compliance with the following maintenance requirements:

(A) The exteriors of building(s)/structure(s) on the Property shall be painted and maintained in a way that does not does not exhibit any Evidence of Vacancy.

(B) The yard(s) of the Property shall be maintained in a way that does not provide Evidence of Vacancy.

(C) The deck(s) and porch(s) located on the Property shall be maintained in a way that does not provide Evidence of Vacancy.

(D) The window(s) and door(s) of building(s)/structure(s) of the property shall be intact and operable and shall be maintained in a way that does not provide Evidence of Vacancy.

(E) Instances of rotting of building(s)/structure(s) located on the Property or portion thereof shall be corrected in order to eliminate Evidence of Vacancy so that no visible rotting, with the exterior painted and kept in good aesthetic condition.

(F) The Property shall be maintained so as to exhibit no Evidence of Vacancy.

(G) The storefronts and facades of buildings shall be maintained in a way that does not provide Evidence of Vacancy.

(H) The interiors, when visible to passersby through storefront windows, shall be maintained in a way that does not exhibit Evidence of Vacancy.



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

VACANT PROPERTY REGISTRATION
AUTHORIZED BY ORDINANCE 155
APPLICATION FOR REGISTRATION

Date: _____ REGISTRATION FEE: \$15

Pursuant to Town of Warrenton Ordinance 155, all vacant properties in the C-1 and C-2 Business Districts must register with the Town and must be maintained in a manner that does not exhibit evidence of vacancy. This registration must be filed within 30 days of receipt of Notification of Registration Requirement or civil penalties will apply.

The following information is required:

Property location (street address): _____

Property owner (corporation or individual): _____

Applicant (if different from owner): _____

Mailing Address: _____

Phone: (home): _____ (business): _____ (cell): _____

PROPERTY MANAGEMENT COMPANY:

Town Ordinance 155.07 requires that out of area property owners hire a local Property Management Company (PMC) to maintain the property and provide 24-hour local contact.

This requirement "may be waived by the Town Board for owners who (1) reliably demonstrate an ability to maintain the property and (2) have not received any citations for maintenance violations in the previous quarter."

Name of PMC: _____

Name of Principal Contact: _____

Location of PMC (street address): _____

Mailing Address of PMC: _____

Business Phone: _____ Cell Phone: _____ After Hours Phone: _____

Signature of Applicant: _____ Date: _____

[illegible]

Section

155.01	Intent and Scope
155.02	Definitions
155.03	Registration
155.04	Fees
155.05	Maintenance Requirements
155.06	Security Requirements
155.07	Requirement to Hire Local Property Management Company for Out-of-Area Owners.
155.08	Inspections
155.09	Enforcement; Violations; and Penalties
155.10	Appeals
155.11	Severability
155.12	Preemption

§155.01 Intent and Scope It is the purpose and intent of the Warrenton Town Board of Commissioners, through the adoption of this Chapter, to establish a vacant property registration ordinance as a mechanism to preserve the historic integrity of Warrenton's Historic District and to protect the Town's commercial districts from becoming blighted through the lack of adequate maintenance and security of abandoned and vacant properties. Additionally the Town desires to deter crime and theft of materials, to minimize loss of property value to vacant properties and surrounding occupied properties, to reduce the risk of damage from fire, flooding or other hazards, and to promote the comfort, happiness and emotional stability of area residents. The Town finds that the presence of properties exhibiting evidence of vacancy pose special risks to the health, safety, and welfare of the community and therefore require heightened regulatory attention. The provisions of this Chapter shall apply to all properties in the C-1 and C-2 Business districts of the Town of Warrenton.

§155.02 Definitions For the purposes of this Chapter, certain words and phrases used in this Chapter are defined as follows:

“Days” means consecutive calendar days.

“Evidence of Vacancy” means any aesthetic condition that on its own or combined with other conditions present would lead a reasonable person to believe that the Property is vacant. Such conditions include, but are not limited to, overgrown or dead vegetation, extensively chipped or peeling exterior paint, exterior walls in poor condition, porches and steps in poor condition, roof in poor condition, broken windows and other signs of general disrepair, accumulation of newspapers, circulars, flyers or mail, past due utility notices or disconnected utilities, accumulation of trash, junk or debris, the absence of window coverings such as curtains, blinds, or shutters, the absence of furnishings or personal items consistent with commercial habitation, statements by neighbors, passersby, delivery agents, government employees that the Property is vacant.

“Government Agency” means any public body having authority over the Property and residents of the Town, including but not limited to the Town of Warrenton, Warren County, Warrenton Police Department, Warrenton Rural Volunteer Fire Department, Warren County Sheriff’s Office

“Government Official” means any public official representing a public body which has authority over the Property and residents of the Town, including but not limited to the Town Administrator, County Building Inspector, Town Police Chief, County Fire Marshall, Mayor.

“Historic District” means the state-designated Warrenton Historic District, as listed in the National Register of Historic Places and/or defined in the ordinances establishing the Warrenton Historic District Commission.

“Local” means located within forty (40) road or driving miles distance of the subject Property.

“Non-residential Property” means any real property used or intended to be used for anything other than residential property as defined herein.

“Out of Area” means located in excess of forty (40) road or driving miles distance away from the subject Property.

“Owner” means any person, partnership, association, corporation or fiduciary having a legal or equitable title or any interest in any real property. No trustee in any Deed of Trust shall be considered an owner.

“Owner of Record” is the person or entity listed on recorded deed, probated will or heir by intestacy.

“Property” means any unimproved or improved real property or portion thereof, situated in the Town and includes the buildings or structures located on the Property regardless of condition.

“Residential Property” means a building, or portion thereof, designed exclusively for residential occupancy, including one-family, two-family, multiple dwellings, mobile homes, house trailers, boarding and lodging houses, apartment houses, and apartment hotels.

“Town” means the Town of Warrenton corporate limits and its Extra Territorial Jurisdiction.

“Utilities” means water, sewer, telephone, natural and propane gas, and electricity services.

“Vacant” means a Property that has not been legally occupied for thirty days. Legally occupied means occupancy by the owner or any business or individual whose presence therein is with the consent of the owner.

§155.03 Registration Required

(A) Any vacant commercial property located within the Town’s C-1 and C-2 districts must be registered by the Owner with the Town Administrator, either (1) of the Owner of a Vacant Property’s own accord before receiving a Notice of Registration Requirement, or (2) within 30 days of receiving a Notice of Registration Requirement from the Town.

(B) The Town will send a Notice of Registration Requirement to the Owner of Record of Properties that exhibit Evidence of Vacancy. Owner shall register Property within the time period set forth in Section 3(a) of this Chapter unless Owner can provide clear and convincing evidence to the Town Administrator, within such time period, that the Property is not Vacant.

(C) The Registration shall contain:

- (1) the name of the Owner (corporation or individual),
- (2) the direct street/office mailing address of the Owner and P.O. Box if applicable,
- (3) a direct contact name and phone number,
- (4) the name, address and telephone number of any local property management company hired by the Owner to meet the Maintenance requirements of this Chapter if Owner’s principal residence is not Local.

(D) Any changes in the information in (b)(i)-(b)(iv) of this Section shall be reported to the Town within thirty (30) days of such changes.

(E) Registration must be renewed annually.

(F) Vacant properties shall remain subject to the annual registration, maintenance, and security requirements of this Chapter as long as they remain Vacant.

(G) Once the Property is no longer Vacant or is sold, the owner must provide written proof of occupancy or sale to the Town Administrator.

§155.04 Fees

(A) The fee for registering a Vacant Property shall be \$15 annually, beginning on July 1. Fees will not be prorated.

(B) Registration fee may be waived by the Town Council if Owner can demonstrate with clear and convincing evidence (1) that the Property has been sold, or (2) that the Property will be occupied within 30 days from the date of Notice of Registration Requirement.

§155.05 Maintenance Requirements

Properties subject to this Chapter shall be kept in compliance with the following maintenance requirements:

(A) The exteriors of building(s)/structure(s) on the Property shall be painted and maintained in a way that does not does not exhibit any Evidence of Vacancy.

(B) The yard(s) of the Property shall be maintained in a way that does not provide Evidence of Vacancy.

(C) The deck(s) and porch(s) located on the Property shall be maintained in a way that does not provide Evidence of Vacancy.

(D) The window(s) and door(s) of building(s)/structure(s) of the property shall be intact and operable and shall be maintained in a way that does not provide Evidence of Vacancy.

(E) Instances of rotting of building(s)/structure(s) located on the Property or portion thereof shall be corrected in order to eliminate Evidence of Vacancy so that no visible rotting, with the exterior painted and kept in good aesthetic condition.

(F) The Property shall be maintained so as to exhibit no Evidence of Vacancy.

(G) The storefronts and facades of buildings shall be maintained in a way that does not provide Evidence of Vacancy.

(H) The interiors, when visible to passersby through storefront windows, shall be maintained in a way that does not exhibit Evidence of Vacancy.

§155.06 Security Requirements.

Vacant properties subject to this Chapter shall comply with the following security requirements.

(A) The Property shall be maintained in a secure manner so as not to be accessible to unauthorized persons. This includes, without limitation, the closure and locking of windows, doors (including but not limited to walk-through, sliding, and garage), gates, pet doors, and any other such opening of such size that it may allow a child to access the interior of the Property or structure(s).

(B) Broken windows shall be replaced and/or re-glazed; windows at street level shall not be boarded up.

§155.07 Requirement to Hire Local Property Management Company for Out-of-Area Owners.

(A) If the Property Owner's principal residence is not Local, then a Local property management company shall be contracted to fulfill the maintenance and security requirements of this Chapter, set forth in Sections 5 and 6, and any other applicable laws.

(B) The Property shall be posted with the name and 24-hour contact phone number of the local property management company. The posting shall be 18 inches by 24 inches and shall be of a font that is legible from a distance of 45 feet and shall contain along with the name and 24-hour contact number the words "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL." The posting shall be placed in the interior of a window facing the street to the front of the Property so it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the Property so it is visible from the street or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the Property but not readily accessible to vandals. The exterior posting must be constructed of and printed with weather resistant materials.

(C) The requirement set forth in part (a) of this section may be waived by the Town Board for owners who (1) reliably demonstrate an ability to maintain the property and (2) have not received any citations for maintenance violations in the previous quarter.

(D) Owner may appeal this requirement to the Town Board of Commissioners which may excuse Owner from compliance if Owner can present the ability to meet the requirements of this Chapter without hiring a local property management company.

§155.08 Inspections.

The Town shall have the authority and the duty to inspect properties subject to this Chapter for compliance and to issue citations for any violations. The Town shall have the discretion to determine when and how such inspections are to be made, provided that their policies are reasonably calculated to ensure that this Chapter is enforced.

§155.09 Enforcement; Violations; and Penalties.

(A) It shall be unlawful for any Owner to be in violation of any of the provisions of this Chapter.

(B) Any person who violates a provision of this Chapter or fails to comply with any order made thereunder and from which no appeal has been taken, or who shall fail to comply with such order as affirmed or modified by appeal, or by a court of competent jurisdiction, within the time fixed herein, shall severally, for each and every such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided in this Chapter.

(C) The imposition of one penalty for any violation shall not excuse the violation, or authorize its continuance.

(D) All such persons shall be required to submit an acceptable plan of action to the Town Administrator within 10 business days of notification. This plan of action must include, but is not limited to, a description of the work to be done, by whom and a specific schedule. Plans shall be reviewed by the Board of Commissioners and work is to commence within 15 days of Board approval. When not otherwise specified, failure to meet any stated condition within 10 days of required action shall constitute a separate offense.

(E) Penalties for failure to comply:

(1) Initial Registration. Failure to initially register with the Town within the time frame required is punishable by a civil penalty of \$50.

(2) Changes to Registration. Failure to report changes to registration information within time frame required is punishable by a civil penalty of \$50.

- (3) Annual Registration. Failure to register annually is punishable by a civil penalty of \$50.
- (4) Maintenance and Security Requirements. Failure to meet the maintenance and security requirements is punishable by a civil penalty of \$500.
- (5) Failure to submit plan. Failure to submit plan of corrective action is a violation punishable by a civil penalty of \$50.
- (6) Failure to implement plan. Failure to implement plan within 15 days of approval or complete it in a timely manner is a violation punishable by a civil penalty of \$500.

§155.10 Appeals.

Any person aggrieved by any of the requirements of this Chapter may present an appeal in writing to the Board of Commissioners.

§155.11 Severability.

Should any provision, section, paragraph, sentence or word of this Chapter be determined or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this chapter shall remain in full force and effect.

§155.12 Preemption.

Except as specifically preempted by N.C.N.C.G.S. §160A-441, et. seq. 160A-439 or town ordinances promulgated pursuant to N.C.N.C.G.S. §160A-439, et. seq., this Chapter shall apply to all Vacant Properties in the C-1 and C-2 zoning districts in the Town of Warrenton.



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

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Blue Bird Signage

Based on discussions in Revitalization and as Town Administrator, I am suggesting that the Town contribute to their efforts of re-branding the spring festival into the “Eastern Bluebird Fest”. A small contribution by the town would help in a long-term, permanent way.

- Purchase of four (4) 9x12 inch signs to be placed at the major entrances into Town, with NCDOT approval and on existing DOT-owned poles and alongside the existing sign Warrenton Town Limit
- Cost: \$28 each or \$38 each if reflective
- Created by Lake Gaston Signs
- Public Works staff would install
- Funds in Miscellaneous line would be utilized, demonstrating Town’s commitment to the committee’s fundraising efforts and free up their funds for other, ongoing expenses

**CAPITAL
OF THE**



**EASTERN
BLUEBIRD**



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Public Hearings Needed

Dameron Building (Hurt LLC)

A Special Use permit is required for residential living in the C-1 district, requiring a public hearing then referral to the Planning Board.

305 Halifax St. (Woodsons)

A Special Use permit is required for an AirBNB, requiring a public hearing then referral to the Planning Board.

Reynolds Tavern (Preservation Warrenton)

The buyer of the Reynolds Tavern wishes to renovate it into an office upstairs, an business on the first floor and an one-bedroom apartment on the first floor, not to exceed 40% of first floor space.



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Possible Land Donation to the Town

Recently, Hillmon Poythress expressed interest in donating a parcel of land along Church Street to the Town for use as a park or arboretum or some kind of combination. This 2.3 acre parcel bisects two parcels currently owned by Preservation North Carolina (PNC).

Based on the expressed interest from Hillmon Poythress, PNC has been contacted to determine if they would consider donating their two parcels to the Town as well. Together their parcels make up approximately nine acres. PNC has responded saying they are not in a position to donate but could sell the two parcels for \$25,000.

PNC would put restrictions on their parcels, but the restrictions could be crafted in conjunction with the Town's use plans. But commercial or residential construction would be prohibited.

If the Town were to accept and purchase these parcels, the loss in tax revenue would be nominal, approximately \$300 annually. Current tax valuations on all three parcels totals \$43,406.

The value of the donations and purchases could be used as the Town's required 50/50 match in a Parks and Recreation Trust Fund (PARTF) grant application. Funds from this grant could be deployed for park amenities, park trails, species identification, etc.