



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

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

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**BOARD OF COMMISSIONERS REGULAR MEETING**

**6:45 PM Public Hearing – Stormwater Issues**

**7:00 PM April 10, 2023**

**AGENDA**

Regular Meeting

1. Call to Order, Pledge of Allegiance and Moment of Silence
2. Conflict of Interest Statement, Proposed Agenda
3. Public Comments
4. Minutes of Board Meeting on March 13, 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 July BOC Meeting
6. Committee Reports
  - a. Finance and Administration (Ms. Hunter)
  - b. Public Works (Mr. Fleming)
  - c. Public Safety (Mr. Ayscue)
    - i. Special Police Report
  - d. Human Resources/Information Technology (Mr. Blalock)
  - e. Revitalization/Historic District Commission (Mr. Coffman)
  - f. Beautification/Facilities (Ms. Britt)
  - g. Planning/Zoning/Annexation (Mr. Young)
7. Old Business
  - a. Status of Grants – for information
  - b. Tree Ordinance – for update and consideration
  - c. Pan Handling Ordinance – for update and consideration
8. New Business
  - a. IT Services Agreement – for consideration (pending legal review)
  - b. Renewal of Frontier Warren Lease Agreements – for consideration
  - c. Proposed Budget Process – for consideration
  - d. Golden Leaf Grant Application for Storm Water Repairs – for consideration
  - e. Resolution for NCDEQ Grant Applications (WWTP, Stormwater AIA) – for consideration
  - f. Resolution Adopting Updated WWTP Asset Management Plan – for consideration
  - g. Resolution Adopting Updated CIP for WWTP – for consideration
9. Announcements
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

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**BOARD OF COMMISSIONERS REGULAR MONTHLY MEETING**

**February 13, 2023**

**7:00 P.M.**

**Minutes**

Those in attendance were:

Mayor Walter Gardner	Commissioner Mary Hunter
Commissioner John Blalock	Commissioner Al Fleming
Commissioner Jason Young	Commissioner Michael Coffman
Commissioner Aaron Ayscue	
Town Administrator, Robert Davie	
Sgt. M. Oakley, Police Department	
Bill Perkinson, Public Works Director	
Tracy Stevenson, Minute Taker	

**Call to Order – Pledge of Allegiance and Moment of Silence**

Mayor Gardner called the regular monthly meeting of the Town of Warrenton Board of Commissioners to order on Monday, February 13, 2023 at 7:00 p.m. A Moment of Silence was held for all who are sick, suffering, and in need. Mayor Gardner asked that we keep citizens Luke McCulloch and Karla Hehl in our prayers as Mr. McCullough suffered a cardiac emergency over the weekend and Ms. Hehl was involved in a traffic accident this morning. The Pledge of Allegiance was led by Commissioner Coffman.

**Conflict of Interest Statement and Proposed Agenda**

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

**Public Comments**

There were none.

**Minutes**

The minutes of the January 9, 2023, meeting and public hearing were presented. Commissioner Coffman made a motion to approve both sets of minutes as presented, with a second by Commissioner Fleming. The motion was approved by unanimous vote.

## **Consent Agenda**

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

Commissioner Blalock made a motion to approve the Consent Agenda, with a second by Commissioner Fleming. 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 Fleming had no additional report other than agenda items.
- (c) Public Safety – Commissioner Ayscue had no additional report other than agenda items.
- (d) Human Resources – Information Technology – Commissioner Blalock had no additional report other than agenda items.
- (e) Revitalization/Historic District Commission – Commissioner Coffman stated that the Historic District Commission approved a Certificate of Appropriateness for window replacement at 123 S. Main Street. He further stated that a COA for shutter replacement for 107 N. Main Street was denied as the original shutters were wooden and the proposed shutters were vinyl/plastic. A COA for Williams Court was tabled for more information from the property owner. Commissioner Coffman presented applicants for appointment to the Revitalization Committee. Commissioner Blalock made a motion to approve the appointments as presented, with a second by Commissioner Young. The motion was approved by unanimous vote. Commissioner Coffman presented Bobby Tippet as Preservation Warrenton’s recommendation for appointment to the Historic District Commission. Commissioner Coffman made a motion to approve the recommendation, with a second by Commissioner Fleming. The motion was approved by unanimous vote.
- (f) Beautification/Facilities – Commissioner Britt was not in attendance but there was no additional report other than agenda items.
- (g) Planning/Zoning/Annexation – Commissioner Young presented the Axe Throwing Ordinance sent forward by the Planning Board for discussion/consideration. After some discussion and concern for the wording of the ordinance, the Board agreed to table the motion until the next board meeting to have the revised copy with changes for approval.

## **Old Business**

### **(a) Status of Grants**

**Fund 55 – NC DEQ Water Infrastructure WWTP** – \$2,100,000 to rehab most severe area of WWTP. Town \$1,600,000 with 100% grant and Town to pay 1.5% processing fee. Town borrowing additional \$500,000 to pay for cost increases in marketplace. Special high voltage/high amperage switch has been installed.

**Fund 72 NC Main Street Solutions Warrenton Brewery Grant** – \$100,000 grant with 2 to 1 match. This grant is to help renovate 120 S. Main Street for a Brewery and Meadery. Final closeout documents sent to NC Commerce.

**Fund 67 – NC Neighborhood Revitalization Program** – CDBG funds to assist in repairing houses owned by citizens of low or moderate incomes. Preliminary title work completed (legal). NC Commerce has granted an additional \$200,000 in funding due to construction cost increases. Demolition of houses underway. One of three houses scheduled for delivery.

**Fund 68 – Building Reused Grant** – Town awarded \$50,000 from NC Commerce for Warrenton Veterinary Clinic. Job reporting to Commerce and closeout documentation is underway.

**Fund 69 – Volkswagen Settlement Grant** – Town awarded \$218,000 for new garbage and dump trucks. Utility/dump truck delivered to Town. Certificate of Destruction on old dump truck and reimbursement request underway.

**Fund 71 – Brownfield Grant** – This \$300,000 grant will be used to analyze the environmental issues with multiple properties in Warrenton. Taking over Phase II evaluation for old Southern States property.

**Fund 74 – USDA Community Facilities \$154,488 (trucks)** – Town awarded approximately 55% grant with balance in a 7-year loan. All three trucks have been delivered.

**Applications since last BOC meeting:**

NC DEQ Water, Sewer, and WWTP needs - \$15,000,000. Did not receive.

NC DEQ Stormwater AIA grant – for study of stormwater issues. Did not receive.

FEMA Hazard Mitigation grant – for berm to prevent flooding at WWTP

NC DOT Paved Trails and Sidewalk Feasibility Study Grant Program. Did not receive.

**(b) Dog Welfare and Tethering Ordinance (contingent upon legal review)** – Town Administrator, Robert Davie informed the Board of the following due diligence for preparation of the proposed ordinance:

- Initial legal recommendations from attorney
- Input from various citizens including Sarah Bransfield
- Input from veterinarian, Dr. Amy O'Malley
- Input from Warren County Animal Control
- Input from Town Commissioners
- Revisions to proposed recommendations by Chief and Town Administrator
- Various other municipal ordinances reviewed and used as examples.

Commissioners Coffman and Ayscue raised concern over the added burden to the Town's already short-staffed Police Department. Town Administration, Robert Davie stated that Chief Lane agreed with the wording of the ordinance as presented. Commissioner Blalock suggested that Section (D) item 1 be changed to include "citizen complaint to 911 Communications". Sgt. Oakley stated a citizen complaint would be necessary to initiate police involvement as officers cannot just go into a citizen's yard. Commissioner Young made a motion to approve the ordinance with the suggested wording addition upon legal counsel approval, with a second by Commissioner Fleming. The motion was approved by unanimous vote.

- (c) **Compliance with Home Business Ordinance** – Commissioner Blalock stated that the property owner at 308 W. Ridgeway appears to be in compliance with the Home Business Ordinance and he has not seen more than two commercial vehicles in the yard at one time. Town Administrator, Robert Davie stated the property owner has installed a fence along the property line with the complainant and that the fence currently meets Zoning Ordinance requirements.

Town Administrator, Robert Davie presented the Memo of Understanding - Creating Outdoor Recreation Economies (CORE) Project for approval. Commissioner Coffman made a motion to approve the MOU as presented, with a second by Commissioner Blalock. The motion was approved by unanimous vote.

### **New Business**

- (a) **Frontier Warren, Henderson Fruit & Produce** – Town Administrator, Robert Davie informed the board that Henderson Fruit & Produce will be operating out of the 140 S. Main Street location by the end of March. He further stated that this will change the Memo of Understanding with Warren County and may impact any funding we would receive from the county for this space. Following legal advice with town attorney Mitch Styers, Mr. Davie stated he will present a standard sub-lease for consideration at the next meeting.
- (b) **Availability Fee for Apartments, Multi-tenant offices** – Town Administrator, Robert Davie informed the board that upon review, triggered by a request of tiny house campground to have a single meter for multiple camp sites, it was discovered that the Town's Ordinance 51.043 Water/Sewer Surcharges for Apartments and Office Building has not changed since 1998, or in 25 years. Mr. Davie further stated that the current fee is below the current In-Town water and sewer access fee of \$37.50 and below the current Out-of-Town water and sewer access fee of \$77.71. He presented three options for board consideration:

#### **Option 1**

Increase base charge (\$20) for apartment units by \$17.50 or current difference. New rate will be the availability rate of \$37.50. Increase base charge (\$10) for separate offices by \$27.50. New rate will be \$37.50 or the availability rate.

#### **Option 2**

The above standardizes the access fees across the board. However, if access fee is too high for offices, the office fee could be lowered by \$10, for example, since offices typically do not have kitchens, showers, tubs and subsequently use less water.

#### **Option 3**

Same as Option 1 but eliminate offices from any access fees as they do not have independent bathrooms or kitchens for tenants.

Michael Bernstein, owner of the Tiny House Campground, informed the board that with the proposed utility fees, it would be impossible for him to make a profit. Jimmy Harris, contractor for the camp ground further stated that he and Mr. Bernstein had met with Town Administrator, Robert Davie and Public Works Director, and the water/sewer lines were being installed at no cost to the town. Mayor Gardner suggested that the proposed ordinance change go before the Public Works Committee for discussion and be presented with their recommendations at the next meeting.

- (c) **Budget Amendment #10, #11, #12, #13, #14** – Town Administrator, Robert Davie presented the Budget Amendments for approval. Commissioner Blalock made a motion to approve the budget amendments, with a second by Commissioner Young. The motion was approved by unanimous vote.
- (d) **Sexual Abuse Policy, required for insurance coverage** – Town Administrator, Robert Davie presented the proposed Sexual Abuse Policy required for insurance coverage. He informed the board the policy was contingent upon legal review. Commissioner Blalock made a motion to approve the policy upon legal review, with a second by Commissioner Hunter. The motion was approved by unanimous vote.
- (e) **Game Room Permit – 109 S. Hall Street** – Town Administrator, Robert Davie presented the game room permit for 109 S. Hall Street for approval. He informed the board that the required background check was fine. Commissioner Blalock made a motion to approve the game room permit, with a second by Commissioner Young. The motion was approved by unanimous vote.
- (f) **Backup ORC Agreement for WWTP** – Town Administrator, Robert Davie presented a contract with Wilson's Water Service for back-up operator in responsible charge services for approval. Commissioner Coffman made a motion to approve the resolution, with a second by Commissioner Fleming. The motion was approved by unanimous vote.
- (g) **Surplus of PW Trucks** – Town Administrator, Robert Davie presented a recommendation to surplus two Public Works service trucks as listed:

**Truck 1**

**1999 Ford F150XL 2wd Super Cab Short Bed**

**VIN 1FTRX17W0XNB37035**

Mileage: 118,727

Exterior Color: Tan

Interior Color: Brown

Condition: Fair

Note: Diamond plated aluminum tool boxes (3) to remain on truck.

Kelly Blue Book Value (Private Party Seller): \$2,536 - \$3,965

Recommendation: Sell truck using sealed bid process. Sealed bids will be submitted to the Town Administrator. Bids accepted from February 15, 2023 to March 14, 2023. Considering that truck has high number of idle hours, use low value dollar figure **(\$2,536)** as minimum accepted bid amount.

**Truck 2**

**2004 Ford F150XL (Heritage) 2wd Regular Cab Long Bed**

**VIN 2FTRF17WX4CA58203**

Mileage: 162,189

Exterior Color: White

Interior Color: Grey

Condition: Fair

Note: Black steel tool boxes (3) to remain on truck.

Kelly Blue Book Value (Private Party Seller): \$2,022 - \$3,597

Recommendation: Sell truck using sealed bid process. Sealed bids will be submitted to the Town Administrator. Bids accepted from February 15, 2023 to March 14, 2023. Considering that truck has high number of idle hours, use low value dollar figure **(\$2,022)** as minimum accepted bid amount.

Commissioner Blalock made a motion to approve the surplus of the two vehicles, with a second by Commissioner Ayscue. The motion was approved by unanimous vote.

**(h) WWTP Grant Overrun and W/S Fund Balance Appropriation** – Town Administrator, Robert Davie informed the board that this agenda item was taken care of with the approval of Budget Amendments #13 and #14.

**Announcements** - There were none.

With no further business, the meeting was adjourned.



## Budget vs Actual

Town of Warrenton  
4/3/2023 11:43:45 AM

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Period Ending 3/31/2023

34 FRONTIER WARREN								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
<b>Revenues</b>								
34-335-341 NC IDEA Grant Revenue	5,000	0.00	0.00	0.00	0.00	(5,000.00)		
34-335-344 Contribution from WC to Frontier Warren	10,000	0.00	0.00	0.00	0.00	(10,000.00)		
34-351-362 Frontier Warren Events	500	0.00	0.00	0.00	225.00	(275.00)	45%	
34-351-422 Rent Paid to Town Frontier Warren	42,320	0.00	1,450.00	7,710.00	21,480.00	(20,840.00)	51%	
34-352-363 Donations	0	0.00	0.00	0.00	80.00	80.00		
<b>Revenues Totals:</b>	<b>57,820</b>	<b>0.00</b>	<b>1,450.00</b>	<b>7,710.00</b>	<b>21,785.00</b>	<b>(36,035.00)</b>	<b>38%</b>	
<b>Expenses</b>								
34-405-203 Supplies	900	200.00	29.88	84.68	121.18	578.82	36%	
34-405-250 Lights/Heat/Security	4,250	665.17	273.09	1,561.43	3,298.78	286.05	93%	
34-405-251 Telephone/Internet	3,500	103.15	306.94	920.82	2,957.46	439.39	87%	
34-405-255 Bldg Maint/Clean Svcs	6,000	3,430.00	0.00	460.00	1,650.00	920.00	85%	
34-405-309 Advertising	1,000	0.00	0.00	0.00	0.00	1,000.00		
34-405-332 Signs below \$5,000	500	0.00	0.00	0.00	0.00	500.00		
34-405-400 Liability Insurance	170	0.00	75.00	75.00	117.50	52.50	69%	
34-405-422 Rent Paid by Town	36,000	6,000.00	6,000.00	9,000.00	30,000.00	0.00	100%	
34-405-499 Miscellaneous	500	0.00	0.00	0.00	0.00	500.00		
<b>Non-Departmental Totals:</b>	<b>52,820</b>	<b>10,398.32</b>	<b>6,684.91</b>	<b>12,101.93</b>	<b>38,144.92</b>	<b>4,276.76</b>	<b>92%</b>	
34-431-700 NC IDEA Grant Expense	5,000	0.00	0.00	0.00	0.00	5,000.00		
<b>Totals:</b>	<b>5,000</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>		
<b>Expenses Totals:</b>	<b>57,820</b>	<b>10,398.32</b>	<b>6,684.91</b>	<b>12,101.93</b>	<b>38,144.92</b>	<b>9,276.76</b>	<b>84%</b>	
<b>34 FRONTIER WARREN Revenues Over/(Under) Expenses:</b>			<b>(5,234.91)</b>	<b>(4,391.93)</b>	<b>(16,359.92)</b>			

## Budget vs Actual

Town of Warrenton  
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Period Ending 3/31/2023

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
37-302-301 Ad Valorem Taxes - Current	424,000	0.00	10,157.30	200,248.93	398,883.64	(25,116.36)	94%
37-302-302 Ad Valorem Taxes - Prior Year	8,500	0.00	149.16	252.44	3,150.26	(5,349.74)	37%
37-302-303 Ad Valorem Taxes - all other prior years	8,500	0.00	0.00	65.42	1,835.17	(6,664.83)	22%
37-302-304 Ad Valorem Taxes - Penalties & Interest	3,300	0.00	253.99	468.36	1,778.41	(1,521.59)	54%
37-307-310 Motor Vehicles - Current	41,000	0.00	3,945.40	11,375.46	28,676.70	(12,323.30)	70%
37-320-320 Local Option Sales Tax Monthly	340,000	0.00	33,126.41	90,113.84	185,119.36	(154,880.64)	54%
37-320-321 Annual Refund of Sales Tax the Town paid	33,500	0.00	0.00	0.00	22,519.79	(10,980.21)	67%
37-325-325 Utility Franchise Tax Quarterly	86,000	0.00	20,231.82	20,231.82	42,334.74	(43,665.26)	49%
37-325-326 Beer & Wine Tax Annual	3,600	0.00	0.00	0.00	0.00	(3,600.00)	
37-325-328 Refund of Gas Tax paid monthly	1,000	0.00	486.91	556.21	831.87	(168.13)	83%
37-325-329 PD Narcotics Tax	100	0.00	0.00	0.00	0.00	(100.00)	
37-325-330 Solid Waste Disposal Tax Qrly	600	0.00	0.00	193.32	502.46	(97.54)	84%
37-335-335 Powell Bill	24,888	0.00	0.00	0.00	29,013.37	4,125.37	117%
37-345-345 Zone Board of Adj	400	0.00	200.00	500.00	1,800.00	1,400.00	450%
37-345-346 Code Enforcement	2,750	0.00	325.00	525.00	1,900.00	(850.00)	69%
37-351-350 Run Warrenton 5K	2,500	0.00	0.00	0.00	0.00	(2,500.00)	
37-351-353 Landfill Fees Residential	185,088	0.00	15,832.93	47,205.23	139,446.58	(45,641.42)	75%
37-351-355 Cemetery Fees	700	0.00	0.00	0.00	0.00	(700.00)	
37-351-356 Police Rpt Fees	50	0.00	60.00	65.00	85.00	35.00	170%
37-351-357 Court Fees	300	0.00	0.00	45.00	166.50	(133.50)	56%
37-351-360 Cell Tower Rent	62,340	0.00	2,695.00	5,390.00	21,560.00	(40,780.00)	35%
37-351-361 Parking/Ordinance Collections PD	250	0.00	10.00	80.00	680.00	430.00	272%
37-351-401 Debt Setoff Landfill	100	0.00	0.00	0.00	64.00	(36.00)	64%
37-365-001 Interest Income	50	0.00	0.00	5.51	38.87	(11.13)	78%
37-365-002 NCCMT Debt Setoff	0	0.00	633.51	633.51	490.46	490.46	

## Budget vs Actual

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Period Ending 3/31/2023

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Disbursement							
37-365-351 Revitalization Comm	9,500	0.00	1,280.00	1,480.00	4,050.00	(5,450.00)	43%
37-365-358 Branded Merchandise for Sale	40	0.00	10.00	10.00	30.00	(10.00)	75%
37-365-370 WWTP 25% of GF Exp	56,781	0.00	0.00	9,222.86	38,057.90	(18,723.10)	67%
37-365-371 WS 25% of GF Exp	105,308	0.00	0.00	18,450.92	72,298.48	(33,009.52)	69%
37-365-373 Insurance Proceeds - Police	1,451	0.00	0.00	1,450.73	1,450.73	(0.27)	100%
37-365-401 Mis/Revenue/License Tags	0	0.00	0.00	0.00	2,142.38	2,142.38	
37-365-410 Interest Investment NCCMT	50	0.00	0.00	3,701.17	10,918.39	10,868.39	21837%
37-365-501 Misc Revenue POLICE	0	0.00	0.00	500.00	500.00	500.00	
37-381-070 Transfer in from ARP Grant	4,911	0.00	0.00	0.00	4,911.00	0.00	100%
37-381-074 Transfer In from Rural Transformation Grant	24,825	0.00	0.00	0.00	0.00	(24,825.00)	
37-395-396 Apropiated Fund Balance (Budget Only)	111,463	0.00	0.00	0.00	0.00	(111,463.00)	
<b>Revenues Totals:</b>	<b>1,543,845</b>	<b>0.00</b>	<b>89,397.43</b>	<b>412,770.73</b>	<b>1,015,236.06</b>	<b>(528,608.94)</b>	<b>66%</b>
Expenses							
37-401-010 Salary - Full Time	170,397	0.00	15,920.66	42,497.98	125,961.94	44,435.06	74%
37-401-012 Salary - Adm Assistant	51,530	0.00	5,860.80	13,675.20	39,622.00	11,908.00	77%
37-401-020 ER-FICA Taxes	12,686	0.00	1,217.03	3,248.99	9,630.08	3,055.92	76%
37-401-021 ER-FICA Taxes - Adm Assistant	3,928	0.00	447.45	1,044.05	3,025.08	902.92	77%
37-401-030 ER-Retirement - Orbit	41,917	0.00	4,127.59	10,644.83	31,249.23	10,667.77	75%
37-401-040 ER-Health Insurance	25,206	511.98	2,506.35	7,595.04	24,693.39	0.63	100%
37-401-050 ER-Life Insurance	576	96.00	48.00	192.00	480.00	0.00	100%
37-401-060 ER-Workman's Comp	400	0.00	0.00	0.00	347.97	52.03	87%
37-401-200 Travel Expense	1,200	0.00	0.00	36.00	185.38	1,014.62	15%
37-401-203 Supplies	5,000	82.90	93.67	678.92	2,751.35	2,165.75	57%
37-401-250 Light, Heat & Security	12,000	1,468.65	859.56	2,242.61	5,401.00	5,130.35	57%
37-401-251 Telephone & Postage	3,000	660.79	227.60	796.76	2,091.16	248.05	92%
37-401-255 Bldg. Maint/ Clean SVS	6,167	1,310.66	0.00	203.00	4,818.74	37.27	99%

## Budget vs Actual

Town of Warrenton  
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Period Ending 3/31/2023

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-401-256 Bank Fees/ Petty Cash	3,600	0.00	250.00	850.00	2,650.00	950.00	74%
37-401-295 Training	1,400	0.00	0.00	0.00	0.00	1,400.00	
37-401-301 Computer Maint	3,600	703.50	179.00	653.00	2,014.00	882.50	75%
37-401-302 Software Support	3,300	101.92	163.22	379.66	2,413.36	784.72	76%
37-401-304 Website	2,775	0.00	0.00	0.00	412.50	2,362.50	15%
37-401-306 Awning 25% Fund	500	0.00	0.00	0.00	0.00	500.00	
37-401-307 Special Events	662	0.00	0.00	49.99	661.99	0.02	100%
37-401-309 Advertising	4,483	0.00	0.00	368.50	4,389.07	93.43	98%
37-401-310 Dues & Subscriptions	3,000	143.00	50.00	1,977.00	2,774.00	83.00	97%
37-401-325 NC Sales/Use Tax Paid (No Tax)	700	0.00	0.00	117.58	286.67	413.33	41%
37-401-400 Liability Insurance	7,095	0.00	4,616.40	4,688.85	5,950.99	1,144.01	84%
37-401-401 County Tax Collection Svs	8,000	0.00	265.31	3,163.31	6,372.26	1,627.74	80%
37-401-405 Audit Expense	10,667	0.00	0.00	6,516.67	10,666.66	0.34	100%
37-401-415 Economic Development	54,000	0.00	0.00	0.00	52,276.00	1,724.00	97%
37-401-420 Attorney Fees	3,500	1,200.00	0.00	0.00	1,200.00	1,100.00	69%
37-401-497 Sales & Uses Tax Expense	0	0.00	0.00	3,872.09	15,717.91	(15,717.91)	
37-401-499 Miscellaneous Expense	1,867	0.00	0.00	187.34	1,587.28	279.71	85%
37-401-801 Town Hall Roof Loan-Principal	5,554	0.00	0.00	925.78	3,633.46	1,920.54	65%
37-401-831 Town Hall Roof Loan - Interest Admin	338	0.00	0.00	18.74	144.62	193.38	43%
37-401-998 Contingency	2,311	0.00	0.00	0.00	0.00	2,310.83	
General Government Totals:	451,358	6,279.40	36,832.64	106,623.89	363,408.09	81,670.51	82%
37-402-014 Mayor Part Time Salary	1,500	0.00	125.00	375.00	1,125.00	375.00	75%
37-402-020 ER - FICA TAXES	115	0.00	9.56	28.68	86.04	28.96	75%
37-402-200 Travel Expense	200	0.00	0.00	87.29	87.29	112.71	44%
37-402-295 Training	225	0.00	0.00	0.00	0.00	225.00	
37-402-402 Commission offsite meetings	350	0.00	0.00	200.00	350.00	0.00	100%
Governing Body Totals:	2,390	0.00	134.56	690.97	1,648.33	741.67	69%
37-405-345 Zoning/Ordinances	10,035	0.00	0.00	3,456.00	9,999.12	35.88	100%

## Budget vs Actual

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-405-407 Branded Clothing Sales	500	0.00	0.00	0.00	0.00	500.00	
37-405-430 Historic District Comm	361	0.00	0.00	0.00	0.00	361.00	
37-405-440 Run Warrenton 5K	2,500	0.00	0.00	0.00	0.00	2,500.00	
37-405-450 Revitalization Comm	7,995	1,200.00	0.00	0.00	1,758.13	5,036.87	37%
37-405-470 Small Town Maint St	3,705	1,440.00	1,829.10	1,829.10	2,204.10	60.90	98%
Non-Departmental Totals:	25,096	2,640.00	1,829.10	5,285.10	13,961.35	8,494.65	66%
37-501-010 SALARY FULL TIME	245,128	0.00	23,133.36	58,859.72	179,166.98	65,961.02	73%
37-501-014 Salary - Part Time	31,373	0.00	5,280.00	10,990.00	31,372.42	0.58	100%
37-501-016 Police Clerical Salary	40,123	0.00	4,629.60	10,802.40	31,414.00	8,709.20	78%
37-501-019 Salary - Over-Time	8,434	0.00	1,992.09	3,778.60	8,433.36	0.64	100%
37-501-020 ER-FICA Taxes	24,469	0.00	2,656.77	6,404.31	19,001.80	5,467.20	78%
37-501-030 ER - Retirement Orbit	57,913	0.00	5,874.78	14,505.84	41,150.66	16,762.34	71%
37-501-031 ER - 401K 5%	13,191	3,619.99	1,256.27	3,131.91	9,380.01	191.00	99%
37-501-040 ER - Health Insurance	39,584	12,727.82	2,424.12	7,386.12	25,367.82	1,488.16	96%
37-501-050 ER - Life Insurance	1,010	16.00	96.00	384.00	944.00	50.00	95%
37-501-060 ER - Workman's Comp	6,420	0.00	0.00	0.00	4,209.57	2,210.43	66%
37-501-200 Travel Expense	1,000	175.00	0.00	0.00	0.00	825.00	18%
37-501-203 Supplies	3,350	289.00	262.31	833.05	2,828.87	232.13	93%
37-501-204 Uniforms	5,070	1,056.88	703.57	1,516.60	3,514.21	498.91	90%
37-501-205 Equipment & Material	3,500	271.01	287.68	1,234.72	2,700.23	528.76	85%
37-501-250 Light, Heat & Security	8,908	1,955.38	717.37	1,791.95	4,458.77	2,493.85	72%
37-501-251 Telephone & Postage	9,770	3,624.78	219.16	1,858.31	6,097.97	47.25	100%
37-501-252 Fuel	20,000	2,896.00	1,791.77	5,511.62	17,104.00	0.00	100%
37-501-255 Bldg Maint/Clean Svs	5,904	1,310.66	0.00	203.00	4,555.07	38.27	99%
37-501-295 Training	2,000	180.00	71.48	71.48	1,373.47	446.53	78%
37-501-301 Computer Maint	5,106	1,499.00	333.00	1,036.50	3,579.51	27.49	99%
37-501-302 Software Support	6,740	0.00	71.50	364.50	6,105.29	634.71	91%
37-501-351 Maint & Repair Equip	7,459	1,375.43	2,871.07	4,258.93	4,742.16	1,341.41	82%
37-501-370 2019 Dodge Car 100	2,000	717.50	227.00	589.81	856.47	426.03	79%

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-501-371 2017 Dodge Car 200	3,582	800.00	732.20	787.70	2,772.26	9.74	100%
37-501-372 2016 Dodge Car 300	1,900	841.94	158.06	213.30	801.46	256.60	86%
37-501-373 2017 Dodge Car 400	7,673	1,700.02	0.00	1,000.00	4,423.91	1,549.07	80%
37-501-374 2010 Ford Car 500	1,500	368.04	269.58	631.96	907.62	224.34	85%
37-501-375 2008 Ford Car 600	1,500	0.00	0.00	0.00	1,178.54	321.46	79%
37-501-376 2019 Dodge Car 700	3,000	944.76	0.00	1,340.45	1,744.46	310.78	90%
37-501-400 Liability Insurance	16,952	0.00	8,439.30	8,511.75	12,749.62	4,202.38	75%
37-501-415 Police Shots Medical	1,000	0.00	0.00	45.00	45.00	955.00	5%
37-501-433 COP Program	500	0.00	0.00	0.00	500.00	0.00	100%
37-501-436 PD Narcotics Tax/Proceeds	142	0.00	0.00	0.00	141.89	0.11	100%
37-501-499 Miscellaneous	4,660	619.00	229.43	630.22	3,708.60	332.40	93%
37-501-801 Town Hall Roof Loan Principal	5,485	0.00	0.00	925.78	3,633.46	1,851.56	66%
37-501-802 Police 2017 Cars Loan Principal (USDA)	4,343	0.00	0.00	0.00	4,342.69	0.31	100%
37-501-803 Police Security Camera Loan Principal (USDA)	1,272	0.00	0.00	0.00	1,271.97	0.03	100%
37-501-804 Police 2019 Cars Loan Principal (USDA)	4,681	0.00	0.00	0.00	4,680.60	0.40	100%
37-501-831 Town Hall Roof Loan - Interest PD	183	0.00	0.00	18.74	144.62	38.33	79%
37-501-832 Police 2017 Cars Loan Interest (USDA)	438	0.00	0.00	0.00	437.31	0.69	100%
37-501-833 Police Security Camera Loan Interest (USDA)	61	0.00	0.00	0.00	61.03	0.00	100%
37-501-834 Police 2019 Cars Loan Interest (USDA)	746	0.00	0.00	0.00	745.40	0.60	100%
Police Department Totals:	608,070	36,988.21	64,727.47	149,618.27	452,647.08	118,434.71	81%
37-601-014 Salary - Part Time Code Enforcement	3,042	0.00	474.30	749.70	3,041.92	0.08	100%
37-601-020 ER-FICA Taxes	230	0.00	36.28	57.35	182.32	47.68	79%
37-601-252 Fuel/Truck Expense/Insurance	435	0.00	0.00	0.00	0.00	435.00	

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-601-352 Vehicle Maintenance	200	0.00	0.00	0.00	0.00	200.00	
37-601-437 Contract Srvs Fire Protection	70,000	0.00	5,833.33	17,499.99	52,499.97	17,500.03	75%
37-601-475 Donation to Town Fire	1,500	0.00	0.00	0.00	0.00	1,500.00	
37-601-476 Code Enforcement Exp	258	0.00	0.00	0.00	0.00	258.00	
37-601-710 Fire Museum Expense	19,984	0.00	0.00	0.00	19,984.00	0.00	100%
Fire Totals:	95,649	0.00	6,343.91	18,307.04	75,708.21	19,940.79	79%
37-651-330 Christmas Lights/Santa House	1,731	0.00	450.00	953.79	1,730.02	0.98	100%
37-651-331 Haley Haywood Park	1,027	0.00	0.00	0.00	121.00	906.00	12%
37-651-332 Signs below \$5,000	2,194	0.00	0.00	0.00	1,669.54	524.46	76%
37-651-333 Street Beautification - Below \$5,000	4,563	0.00	0.00	380.40	2,431.25	2,131.75	53%
37-651-335 Street Lighting Electric Bill	23,000	2,503.07	2,041.05	6,109.80	17,496.93	3,000.00	87%
Signs and Lights Totals:	32,515	2,503.07	2,491.05	7,443.99	23,448.74	6,563.19	80%
37-701-010 Salary - Full Time	57,484	0.00	6,267.67	15,068.79	44,083.12	13,400.88	77%
37-701-014 Salary - Part Time	16,643	0.00	1,778.27	4,018.76	11,204.34	5,438.66	67%
37-701-019 Over-Time	1,299	0.00	0.00	0.00	0.00	1,299.00	
37-701-020 ER-FICA Taxes	5,770	0.00	613.76	1,456.07	4,217.74	1,552.26	73%
37-701-030 ER - Retirement - Orbit	14,557	0.00	1,432.63	3,413.45	9,913.74	4,643.26	68%
37-701-040 ER-Health Insurance	16,687	2,096.15	1,408.92	4,264.97	13,913.57	677.28	96%
37-701-050 ER-Life Insurance	350	26.72	32.32	129.28	323.20	0.08	100%
37-701-060 ER-Workman's Comp	1,837	0.00	0.00	0.00	1,827.28	9.72	99%
37-701-203 Supplies	3,494	32.42	830.48	1,392.09	2,398.30	1,063.28	70%
37-701-204 Uniforms	3,869	881.41	242.44	1,430.29	2,987.59	0.00	100%
37-701-251 Telephone & Postage	936	0.00	57.71	279.56	594.48	341.52	64%
37-701-252 Fuel	15,000	1,822.87	825.93	3,186.32	8,537.85	4,639.28	69%
37-701-312 Tree Removal	528	0.00	0.00	0.00	0.00	528.00	
37-701-351 Maint & Repair Equip	9,848	0.00	4,422.69	7,102.69	9,847.42	0.58	100%
37-701-352 Vehicle Maintenance	6,080	0.00	249.15	1,881.77	6,079.02	0.98	100%
37-701-400 Liability Insurance	5,738	0.00	3,045.45	3,045.45	4,434.30	1,303.70	77%

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37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-701-431 Street Debris Disposal	4,100	0.00	0.00	0.00	3,500.00	600.00	85%	
Streets Totals:	164,220	4,859.57	21,207.42	46,669.49	123,861.95	35,498.48	78%	
37-710-361 Maint & Repair POWELL BILL	29,699	0.00	0.00	0.00	11,011.00	18,688.00	37%	
37-710-405 Audit Expense POWELL BILL	100	0.00	0.00	0.00	0.00	100.00		
Powell Bill Totals:	29,799	0.00	0.00	0.00	11,011.00	18,788.00	37%	
37-801-010 Salary - Full Time Sanitation	49,503	0.00	5,797.89	13,413.73	37,942.37	11,560.63	77%	
37-801-019 Salary - Over Time Sanitation	692	0.00	0.00	0.00	494.00	198.00	71%	
37-801-020 ER - FICA Sanitation	3,840	0.00	433.99	1,003.87	2,878.72	961.28	75%	
37-801-030 ER - Retirement - Orbit Sanitation	9,688	0.00	1,098.70	2,541.90	7,255.13	2,432.87	75%	
37-801-040 ER - Health Insurance	13,063	2,233.68	1,066.75	3,227.34	10,521.21	308.11	98%	
37-801-050 ER - Life Insurance	259	42.96	21.60	86.40	216.00	0.04	100%	
37-801-060 Workman's Compensation	4,080	0.00	0.00	0.00	4,059.19	20.81	99%	
37-801-203 Supplies	1,000	0.00	0.00	107.13	428.57	571.43	43%	
37-801-204 Uniforms	2,309	362.13	142.86	887.02	1,946.87	0.00	100%	
37-801-251 Telephone & Postage	516	0.00	30.74	163.24	338.83	177.17	66%	
37-801-252 Fuel	4,781	1,177.92	251.15	777.05	2,322.08	1,281.00	73%	
37-801-350 Landfill Fees	20,250	5,621.80	1,389.58	4,667.89	14,378.20	250.00	99%	
37-801-352 Vehicle Maintenance	1,000	0.00	0.00	74.23	401.37	598.63	40%	
37-801-400 Liability Insurance	4,886	0.00	2,452.65	2,452.65	3,628.58	1,257.42	74%	
Sanitation Totals:	115,867	9,438.49	12,685.91	29,402.45	86,811.12	19,617.39	83%	
37-901-038 Transfer Out to WS for USDA Loan	7,281	0.00	0.00	7,281.00	7,281.00	0.00	100%	
37-901-053 Transfer Out to MS Downtown Red Milano's	11,600	0.00	0.00	0.00	11,600.00	0.00	100%	
Transfers Out Totals:	18,881	0.00	0.00	7,281.00	18,881.00	0.00	100%	
Expenses Totals:	1,543,845	62,708.74	146,252.06	371,322.20	1,171,386.87	309,749.39	80%	
37 GENERAL FUND Revenues Over/(Under) Expenses:			(56,854.63)	41,448.53	(156,150.81)			



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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
38-351-401 Water Sales	801,660	0.00	61,482.13	184,378.06	536,137.04	(265,522.96)	67%
38-351-402 Debt Setoff WATER	78	0.00	(61.52)	(61.52)	161.98	83.98	208%
38-351-404 Sewer Services	623,274	0.00	46,412.47	139,462.82	402,393.43	(220,880.57)	65%
38-351-407 Debt Setoff SEWER	42	0.00	51.52	51.52	246.87	204.87	588%
38-351-408 Town Taps	18,000	0.00	450.00	2,141.67	4,860.21	(13,139.79)	27%
38-351-416 Dis/Reconnection Fee	8,972	0.00	826.88	2,694.48	5,478.23	(3,493.77)	61%
38-351-417 Fire Sprinkler	2,302	0.00	187.74	553.62	1,651.26	(650.74)	72%
38-351-418 Late Fees/Penalty/Cut Off	1,000	0.00	1,702.41	6,160.29	16,089.07	15,089.07	1609%
38-351-419 Returned Check Fee	400	0.00	130.00	230.00	655.00	255.00	164%
38-351-420 Debt Setoff Late Fees/Penalty/Cut Off	55	0.00	25.00	25.00	115.74	60.74	210%
38-365-001 Interest Income	36	0.00	0.00	4.41	27.17	(8.83)	75%
38-365-014 Cash Over and Short (Daily Difference)	4	0.00	0.00	0.00	(0.78)	(4.78)	-20%
38-365-366 Sale of Fixed Assets/Surplus Property	0	0.00	3,705.00	3,705.00	3,705.00	3,705.00	
38-365-410 Interest/investment Income NCCMT	23	0.00	0.00	1,849.46	5,455.73	5,432.73	23721%
38-365-421 Account Activation Fee	2,400	0.00	250.00	800.00	2,125.00	(275.00)	89%
38-365-851 Misc Revenue WATER	32	0.00	0.00	0.00	0.00	(32.00)	
38-381-037 Transfer In From GF	7,281	0.00	0.00	7,281.00	7,281.00	0.00	100%
38-381-070 Transfer in from ARP Grant	4,792	0.00	0.00	0.00	4,792.05	0.05	100%
38-395-396 Apropriated Fund Balance (Budget Only)	43,326	0.00	0.00	0.00	0.00	(43,326.00)	
Revenues Totals:	1,513,677	0.00	115,161.63	349,275.81	991,174.00	(522,503.00)	65%
Expenses							
38-851-010 Salary Full Time	105,650	0.00	11,414.81	28,049.05	82,309.22	23,340.78	78%
38-851-014 Salary - Part Time	16,987	0.00	1,982.55	4,641.23	13,565.34	3,421.66	80%
38-851-019 Salary Over-Time	7,308	0.00	426.88	1,058.54	4,083.59	3,224.41	56%

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-851-020 ER-FICA Taxes	9,941	0.00	1,012.50	2,476.62	7,318.13	2,622.87	74%
38-851-030 ER - Retirement Orbit	19,774	0.00	1,990.79	4,886.38	14,468.80	5,305.20	73%
38-851-040 ER - Health Insurance WATER	23,979	3,236.18	1,536.62	4,657.21	15,375.57	5,367.25	78%
38-851-050 ER - Life Insurance	500	71.20	35.60	142.40	356.00	72.80	85%
38-851-060 ER - Workman's Comp	1,162	0.00	0.00	0.00	1,162.31	0.00	100%
38-851-200 Travel Expense	215	0.00	0.00	0.00	0.00	215.00	
38-851-203 Supplies	35,000	4,917.96	943.04	8,190.71	19,807.89	10,274.15	71%
38-851-204 Uniforms	2,220	519.18	139.64	833.51	1,700.82	0.00	100%
38-851-250 Light & Heat & Security	5,042	1,094.89	446.95	1,403.54	3,771.22	175.89	97%
38-851-251 Telephone & Postage	9,351	1,306.41	864.63	4,173.57	8,044.33	0.26	100%
38-851-252 Fuel	10,300	2,908.02	590.86	1,899.98	5,240.24	2,151.74	79%
38-851-255 Bldg. Maint/Clean Svs	3,622	655.34	0.00	101.50	2,258.87	708.12	80%
38-851-260 Electric Tank/Pumps	4,200	1,099.34	311.35	936.07	2,014.73	1,085.93	74%
38-851-296 Continuing Education	1,306	0.00	50.00	250.00	1,305.98	0.02	100%
38-851-301 Computer Maintenance	2,000	373.50	147.51	447.91	1,490.46	136.04	93%
38-851-302 Software Support	9,400	0.00	32.09	209.56	8,797.89	602.11	94%
38-851-305 Technology Upgrades	2,250	0.00	0.00	0.00	309.96	1,940.04	14%
38-851-309 Advertising	265	0.00	0.00	0.00	0.00	265.00	
38-851-310 Dues & Subscriptions	450	50.00	12.50	37.50	399.34	0.66	100%
38-851-313 State Permits	1,250	0.00	0.00	53.75	1,043.75	206.25	84%
38-851-345 Water Tank Contract	18,000	3,696.25	0.00	4,799.80	14,031.55	272.20	98%
38-851-347 Lab Analysis	1,500	650.00	0.00	355.00	850.00	0.00	100%
38-851-351 Maint. & Repair Equip	3,000	0.00	93.32	93.32	1,836.45	1,163.55	61%
38-851-352 Vehicle Maintenance	3,768	0.00	889.25	1,078.48	3,767.05	0.95	100%
38-851-400 Town Liability Insurance	6,980	0.00	5,651.55	5,687.77	6,979.71	0.29	100%
38-851-405 Audit Expense	5,334	0.00	0.00	3,258.33	5,333.34	0.66	100%
38-851-434 WS grant expense	68	0.00	0.00	68.00	68.00	0.00	100%
38-851-448 External Contract	19,423	5,149.09	0.00	42.50	14,273.72	0.19	100%
38-851-451 Water Purchase	200,000	14,175.93	30,275.70	79,039.54	155,824.07	30,000.00	85%

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38 WATER / SEWER								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
38-851-801 Town Hall Roof Loan - Principal	2,743	0.00	0.00	462.90	1,816.74	925.80	66%	
38-851-802 USDA Public Works Trucks - Princ Water	2,651	0.00	0.00	0.00	2,650.22	0.78	100%	
38-851-803 USDA Town Hall/WS Loan Principal	29,244	0.00	0.00	0.00	2,243.50	27,000.00	8%	
38-851-831 Town Hall Roof Loan - Interest Water	92	0.00	0.00	9.36	72.30	20.16	78%	
38-851-833 USDA Town Hall/WS Loan Interest	15,527	0.00	0.00	0.00	1,397.00	14,130.00	9%	
38-851-836 USDA Public Works Trucks - Int Water	267	0.00	0.00	0.00	266.78	0.22	100%	
38-851-896 WS 25% of GF Expense	52,654	0.00	0.00	9,225.46	36,149.25	16,504.75	69%	
38-851-998 Contingency	2,827	0.00	0.00	0.00	0.00	2,827.36		
Water Totals:	636,251	39,903.29	58,848.14	168,569.49	442,384.12	153,963.09	76%	
38-852-010 Salary - Full Time	105,650	0.00	11,500.82	28,135.06	82,395.23	23,254.77	78%	
38-852-014 Salary - Part Time	16,987	0.00	1,982.55	4,641.23	13,565.35	3,421.65	80%	
38-852-019 Salary - Over Time Sewer	7,308	0.00	614.47	1,543.28	4,240.44	3,067.56	58%	
38-852-020 ER - FICA Sewer	9,941	0.00	1,074.17	2,615.34	7,636.61	2,304.39	77%	
38-852-030 ER-Retirement Orbit	19,774	0.00	2,034.68	4,997.71	14,549.84	5,224.16	74%	
38-852-040 ER-Health Insurance SEWER	17,943	2,319.00	1,536.93	4,658.45	15,379.78	244.22	99%	
38-852-050 ER-Life Insurance	500	72.48	36.24	144.96	362.40	65.12	87%	
38-852-060 ER-Workman's Comp	1,162	0.00	0.00	0.00	1,162.31	0.00	100%	
38-852-200 Travel Expense	215	0.00	0.00	0.00	0.00	215.00		
38-852-203 Supplies	30,394	4,824.59	1,374.35	6,650.03	23,011.05	2,558.36	92%	
38-852-204 Uniforms	2,220	519.37	139.63	833.41	1,700.63	0.00	100%	
38-852-250 Light & Heat & Security	6,000	1,191.44	411.95	1,368.49	3,674.64	1,133.92	81%	
38-852-251 Telephone & Postage	9,153	1,306.34	515.15	3,824.00	7,670.85	175.81	98%	
38-852-252 Fuel	10,300	2,908.08	590.85	1,899.96	5,240.17	2,151.75	79%	
38-852-255 Bldg. Maint/Clean Svs	3,622	655.34	0.00	101.50	2,258.88	708.11	80%	
38-852-260 Electric Tank/Pumps	9,000	927.03	945.20	2,925.19	7,572.97	500.00	94%	

## Budget vs Actual

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38 WATER / SEWER								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
38-852-296 Continuing Education	720	0.00	0.00	720.00	720.00	0.00	100%	
38-852-301 Computer Maint.	2,000	373.50	147.51	447.92	1,490.47	136.03	93%	
38-852-302 Software Support	9,400	0.00	32.08	209.53	8,797.85	602.15	94%	
38-852-305 Technology Upgrades	2,250	0.00	0.00	0.00	234.70	2,015.30	10%	
38-852-309 Advertising	683	0.00	0.00	0.00	326.63	356.37	48%	
38-852-310 Dues & Subscriptions	450	50.00	12.50	37.50	399.33	0.67	100%	
38-852-313 State Permits	1,500	0.00	0.00	53.75	153.75	1,346.25	10%	
38-852-351 Maint & Repair Equip	3,000	0.00	93.32	93.32	1,836.44	1,163.56	61%	
38-852-352 Vehicle Maintenance	3,767	0.00	889.24	1,078.47	3,766.99	0.01	100%	
38-852-400 Liability Insurance	5,552	0.00	3,617.36	3,653.59	5,018.81	533.19	90%	
38-852-405 Audit Expense	5,334	0.00	0.00	3,258.33	5,333.34	0.66	100%	
38-852-434 WS Grant Expense	68	0.00	0.00	68.00	68.00	0.00	100%	
38-852-435 Purchase of Sewer Services	363,112	0.00	0.00	88,029.61	247,491.52	115,620.48	68%	
38-852-448 External Contract	17,000	0.00	1,106.25	2,898.75	16,360.34	639.66	96%	
38-852-473 WWTP Rehab Annual Payment	25,700	0.00	0.00	0.00	0.00	25,700.00		
38-852-801 Town Hall Roof Loan - Principal	2,743	0.00	0.00	462.90	1,816.74	925.80	66%	
38-852-802 USDA Public Works Trucks - Princ Sewer	2,650	0.00	0.00	0.00	2,650.22	0.00	100%	
38-852-803 USDA Town Hall/WS Loan Principal	29,244	0.00	0.00	0.00	2,243.50	27,000.00	8%	
38-852-804 NCDEQ Unity, Bute & Battle Sewer Rehab Princ Only	14,839	0.00	14,387.20	14,387.20	14,387.20	451.80	97%	
38-852-809 John Riggans Easement Pmt	1,000	0.00	0.00	1,000.00	1,000.00	0.00	100%	
38-852-811 NCDEQ Sewer Rehab Annual Loan- Principal	13,750	0.00	13,750.00	13,750.00	13,750.00	0.00	100%	
38-852-831 Town Hall Roof Loan - Interest Sewer	91	0.00	0.00	9.36	72.30	18.72	79%	
38-852-833 USDA Town Hall/WS Loan Interest	15,527	0.00	0.00	0.00	1,397.00	14,130.00	9%	
38-852-836 USDA Public Works Trucks - Int	267	0.00	0.00	0.00	266.78	0.22	100%	

## Budget vs Actual

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38 WATER / SEWER								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Sewer								
38-852-837 NCDEQ Sewer Rehab Annual Loan- Interest	3,025	0.00	1,512.50	1,512.50	3,025.00	0.00	100%	
38-852-896 WS 25% of GF Expense	52,654	0.00	0.00	9,225.46	36,149.23	16,504.77	69%	
38-852-998 Contingency	7,606	0.00	0.00	0.00	0.00	7,605.58		
Sewer Expenses Totals:	834,101	15,147.17	58,304.95	205,234.80	559,177.29	259,776.04	69%	
38-901-039 Transfer Out to WWTP Fund 39	43,326	0.00	0.00	43,326.00	43,326.00	0.00	100%	
Transfers Out Totals:	43,326	0.00	0.00	43,326.00	43,326.00	0.00	100%	
Expenses Totals:	1,513,677	55,050.46	117,153.09	417,130.29	1,044,887.41	413,739.13	73%	
38 WATER / SEWER Revenues Over/(Under) Expenses:			(1,991.46)	(67,854.48)	(53,713.41)			

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39 WWTP							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
<b>Revenues</b>							
39-351-405 Septic Disposal Service	56,940	0.00	6,350.00	16,385.00	47,910.00	(9,030.00)	84%
39-351-470 Town Sewer Revenues	363,112	0.00	0.00	88,029.61	247,491.52	(115,620.48)	68%
39-351-471 Sewer Revenues - County	194,153	0.00	0.00	47,068.67	132,331.56	(61,821.44)	68%
39-351-472 Sewer Rev Norlina	213,183	0.00	0.00	51,682.14	145,302.14	(67,880.86)	68%
39-365-001 Interest Income	2	0.00	0.00	1.06	2.02	0.02	101%
39-381-038 Transfer In from Water/Sewer	43,326	0.00	0.00	43,326.00	43,326.00	0.00	100%
<b>Revenues Totals:</b>	<b>870,716</b>	<b>0.00</b>	<b>6,350.00</b>	<b>246,492.48</b>	<b>616,363.24</b>	<b>(254,352.76)</b>	<b>71%</b>
<b>Expenses</b>							
39-861-010 Salary - Full Time	186,071	0.00	19,872.79	49,380.31	143,761.77	42,309.23	77%
39-861-014 Salary - Part Time	17,097	0.00	2,054.87	4,723.53	12,286.42	4,810.58	72%
39-861-019 Over-Time	15,869	0.00	505.90	1,258.01	6,242.34	9,626.66	39%
39-861-020 ER-FICA Taxes	16,756	0.00	1,609.85	3,929.56	11,508.42	5,247.58	69%
39-861-030 ER - Retirement Orbit	39,040	0.00	3,470.07	8,620.54	25,528.71	13,511.29	65%
39-861-040 ER- Health Insurance	32,198	5,303.83	2,537.69	7,688.44	25,273.57	1,620.60	95%
39-861-050 ER-Life Insurance	625	100.48	50.24	200.96	502.40	22.12	96%
39-861-060 ER-Workman's Comp	2,324	0.00	0.00	0.00	2,259.21	64.79	97%
39-861-200 Travel Expense	500	0.00	0.00	0.00	0.00	500.00	
39-861-203 Supplies	57,000	6,754.59	2,673.38	19,364.72	37,017.88	13,227.53	77%
39-861-204 Uniforms	3,120	766.18	189.37	1,153.33	2,353.82	0.00	100%
39-861-250 Light, Heat & Security	105,000	21,224.44	17,757.75	28,460.55	79,061.56	4,714.00	96%
39-861-251 Telephone & Postage	9,805	1,425.38	736.72	4,338.48	8,394.79	(15.17)	100%
39-861-252 Fuel	10,250	3,956.22	546.80	1,624.20	5,754.51	539.27	95%
39-861-296 Continuing Education	2,000	0.00	0.00	570.00	925.00	1,075.00	46%
39-861-301 Computer Maint.	3,885	747.00	309.74	931.43	3,004.87	133.13	97%
39-861-302 Software Support	4,053	0.00	32.08	672.41	4,052.81	0.19	100%
39-861-305 Technology Upgrades	2,000	0.00	0.00	0.00	234.70	1,765.30	12%
39-861-309 Advertising	1,000	0.00	0.00	0.00	636.50	363.50	64%
39-861-310 Dues & Subscriptions	135	0.00	0.00	0.00	135.33	0.01	100%

## Budget vs Actual

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39 WWTP								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
39-861-318 Freight Charges	1,775	182.42	92.40	626.72	1,591.74	0.84	100%	
39-861-342 Maint & Repair Plant	46,930	600.00	0.00	2,660.00	46,329.40	0.60	100%	
39-861-344 Sludge Removal	70,000	17,294.00	7,749.00	18,328.50	43,206.00	9,500.00	86%	
39-861-345 Beaver Control	750	0.00	0.00	0.00	0.00	750.00		
39-861-346 Lab Material & Supplies	9,000	547.37	41.80	1,805.67	7,318.89	1,133.74	87%	
39-861-347 Lab Analysis	18,565	5,111.50	3,111.95	6,115.95	13,453.45	0.05	100%	
39-861-348 Tar - Pamlico Dues	3,000	0.00	2,880.00	2,880.00	2,880.00	120.00	96%	
39-861-349 OSHAComp/Safety M&S	1,000	0.00	0.00	174.00	174.00	826.00	17%	
39-861-352 Vehicle Maintenance	4,750	0.00	292.84	461.93	2,457.98	2,292.02	52%	
39-861-400 Liability Insurance	14,624	0.00	9,952.22	10,024.67	13,635.22	988.78	93%	
39-861-405 Audit Expense	10,667	0.00	0.00	6,516.67	10,666.66	0.34	100%	
39-861-441 Certify Lab Services	1,000	0.00	0.00	0.00	100.00	900.00	10%	
39-861-444 Permits & Fees	14,535	2,100.00	825.00	2,500.00	12,435.00	0.00	100%	
39-861-446 Influent Debris Removal	6,042	1,577.66	522.34	1,571.84	4,435.18	29.16	100%	
39-861-810 NCDEQ WWTP Phase 2 Principal	23,607	0.00	23,606.60	23,606.60	23,606.60	0.40	100%	
39-861-897 WWTP 25% of GF Exp	56,781	0.00	0.00	9,222.86	38,057.90	18,723.10	67%	
39-861-998 Contingency	136	0.00	0.00	0.00	0.00	135.66		
WWTP - Expenses Totals:	791,890	67,691.07	101,421.40	219,411.88	589,282.63	134,916.30	83%	
39-901-055 Transfer Out to WWTP Grant	78,826	0.00	0.00	78,826.00	78,826.00	0.00	100%	
Fund 55								
Transfers Out Totals:	78,826	0.00	0.00	78,826.00	78,826.00	0.00	100%	
Expenses Totals:	870,716	67,691.07	101,421.40	298,237.88	668,108.63	134,916.30	85%	
39 WWTP Revenues Over/(Under) Expenses:			(95,071.40)	(51,745.40)	(51,745.39)			

## Check Listing

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65918	30	AMAZON CAPTIAL SERVICES, INC.	03/01/2023	<u>\$44.62</u>
65919	30	BETTIE R BARNETTE #3	03/01/2023	<u>\$86.64</u>
65920	30	FLAVIOUS VAUGHAN JR	03/01/2023	<u>\$122.29</u>
65921	30	JALEN DIXON	03/01/2023	<u>\$200.00</u>
65922	30	KEISHAWN MAYES	03/01/2023	<u>\$80.50</u>
65923	30	RAY V SPAIN	03/01/2023	<u>\$50.00</u>
65924	30	WARREN COUNTY PUBLIC UTILITIES	03/01/2023	<u>\$15,794.52</u>
65925	30	WRIGHT EXPRESS FSC	03/01/2023	<u>\$1,805.02</u>
65926	30	FLEMING INVESTMENT COMPANY	03/02/2023	<u>\$3,000.00</u>
65927	30	AAA GAS AND APPLIANCE CO.	03/06/2023	<u>\$77.05</u>
65928	30	AMAZON CAPTIAL SERVICES, INC.	03/06/2023	<u>\$10.83</u>
65929	30	CAROLINA DIGITAL PHONE INC	03/06/2023	<u>\$316.00</u>
65930	30	DUKE ENERGY PROGRESS	03/06/2023	<u>\$109.34</u>
65931	30	INVOICE CLOUD, INC.	03/06/2023	<u>\$145.95</u>
65932	30	Meredith Valentine	03/06/2023	<u>\$8.13</u>
65933	30	MERITECH INC	03/06/2023	<u>\$1,630.00</u>
65934	30	NEWCOMB TECH	03/06/2023	<u>\$1,182.79</u>
65935	30	PETE SMITH TIRE & QUICK LUBE, INC	03/06/2023	<u>\$265.97</u>
65936	30	Purchase Power (Pitney Bowes)	03/06/2023	<u>\$200.00</u>
65937	30	TRI-COUNTY POWER EQUIPMENT INC	03/06/2023	<u>\$246.96</u>
65938	30	UNITED PARCEL SERVICE	03/06/2023	<u>\$30.00</u>
65939	30	WAYPOINT ANALYTICAL	03/06/2023	<u>\$1,481.95</u>
65940	30	WRIGHT EXPRESS FSC	03/06/2023	<u>\$1,791.77</u>
65941	30	CITIZENS INSURANCE & BONDING,	03/07/2023	<u>\$1,337.60</u>
65942	30	Community Eye Care	03/07/2023	<u>\$101.40</u>
65943	30	DOCUMENT SYSTEMS, INC	03/07/2023	<u>\$23.18</u>
65944	30	Meredith Valentine	03/07/2023	<u>\$27.53</u>
65945	30	PETE SMITH TIRE & QUICK LUBE, INC	03/07/2023	<u>\$1,480.29</u>
65946	30	AMAZON CAPTIAL SERVICES, INC.	03/08/2023	<u>\$4.63</u>
65947	30	DOCUMENT SYSTEMS, INC	03/08/2023	<u>\$158.50</u>
65948	30	DUKE ENERGY PROGRESS	03/08/2023	<u>\$1,906.53</u>
65949	30	GFL ENVIRONMENTAL	03/08/2023	<u>\$522.34</u>



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65950	30	RICK EDWARDS ELECTRIC	03/08/2023	<u>\$450.00</u>
65951	30	SONITROL INTEGRATED SECURITY	03/08/2023	<u>\$1,395.00</u>
65952	30	Spectrum Business	03/08/2023	<u>\$169.98</u>
65953	30	WILSON'S WATER SERVICES	03/08/2023	<u>\$825.00</u>
65954	30	All American Welding & Machine, LLC	03/13/2023	<u>\$98.33</u>
65955	30	AMAZON CAPTIAL SERVICES, INC.	03/13/2023	<u>\$109.63</u>
65956	30	DOCUMENT SYSTEMS, INC	03/13/2023	<u>\$232.46</u>
65957	30	DUKE ENERGY PROGRESS	03/13/2023	<u>\$141.92</u>
65958	30	GOVCONNECTION, INC.	03/13/2023	<u>\$2,154.12</u>
65959	30	NC GOV. FINANCE OFFICERS ASSOC	03/13/2023	<u>\$50.00</u>
65960	30	NORTH CAROLINA 811, INC	03/13/2023	<u>\$25.00</u>
65961	30	OLD DOMINION BRUSH CO.	03/13/2023	<u>\$2,879.45</u>
65962	30	PROFESSIONAL MAIL SERVICES, INC	03/13/2023	<u>\$151.35</u>
65963	30	PROFESSIONAL MAIL SERVICES, INC	03/13/2023	<u>\$458.12</u>
65964	30	UNIFIRST CORPORATION	03/13/2023	<u>\$352.01</u>
65965	30	WARREN COUNTY PUBLIC WORKS	03/13/2023	<u>\$1,389.58</u>
65966	30	WATER GUARD, INC.	03/13/2023	<u>\$2,090.44</u>
65967	30	FIRST CITIZENS BANK	03/14/2023	<u>\$2,422.13</u>
65968	30	AT&T MOBILITY II LLC	03/15/2023	<u>\$717.28</u>
65969	30	ClearWater, Inc	03/15/2023	<u>\$20,642.43</u>
65970	30	DUKE ENERGY PROGRESS	03/15/2023	<u>\$1,717.84</u>
65971	30	MOTOROLA SOLUTIONS INC	03/15/2023	<u>\$512.40</u>
65972	30	PETE SMITH TIRE & QUICK LUBE, INC	03/15/2023	<u>\$2,118.29</u>
65973	30	TAR HEEL TIRE SALES/SERVICE	03/15/2023	<u>\$199.24</u>
65974	30	UNIFIRST CORPORATION	03/15/2023	<u>\$374.49</u>
65975	30	UNUM LIFE INSURANCE COMPANY OF AMERICA	03/15/2023	<u>\$571.16</u>
65976	30	BRIGHTSPEED COMMUNICATIONS	03/16/2023	<u>\$289.42</u>
65977	30	CITIZENS INSURANCE & BONDING,	03/16/2023	<u>\$24,768.73</u>
65978	30	WALKER AUTO STORES	03/16/2023	<u>\$11.41</u>
65979	30	ALVIN WILLIAMS	03/17/2023	<u>\$80.50</u>
65980	30	BARBARA MEDLIN KOEHN	03/20/2023	<u>\$50.00</u>
65981	30	DUKE ENERGY PROGRESS	03/20/2023	<u>\$142.19</u>

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65982	30	GALLS QUARTERMASTER	03/20/2023	<u>\$612.66</u>
65983	30	HARRY M. WILLIAMS, III, PLS	03/20/2023	<u>\$600.00</u>
65984	30	TIME WARNER CABLE	03/20/2023	<u>\$182.97</u>
65985	30	TINA POWELL	03/20/2023	<u>\$17.00</u>
65986	30	BLUE RIDGE SPRINGS, INC	03/20/2023	<u>\$25.00</u>
65987	30	DANIEL BEECH	03/20/2023	<u>\$230.82</u>
65988	30	DUKE ENERGY PROGRESS	03/20/2023	<u>\$134.52</u>
65989	30	GEORGE HUMPHRIES	03/20/2023	<u>\$230.82</u>
65990	30	KORITA STEVERSON	03/20/2023	<u>\$230.82</u>
65991	30	MUNICIPAL INSURANCE TRUST	03/20/2023	<u>\$802.99</u>
65992	30	ROBERT DAVIE	03/20/2023	<u>\$230.82</u>
65993	30	TAR HEEL TIRE SALES/SERVICE	03/20/2023	<u>\$10.68</u>
65994	30	TIME WARNER CABLE	03/20/2023	<u>\$117.97</u>
65995	30	UNIFIRST CORPORATION	03/20/2023	<u>\$352.14</u>
65996	30	United Healthcare	03/20/2023	<u>\$13,751.39</u>
65997	30	VANITY NEWELL	03/20/2023	<u>\$230.82</u>
65998	30	DUKE ENERGY PROGRESS	03/21/2023	<u>\$63.75</u>
65999	30	FRONTIER NATURAL GAS	03/21/2023	<u>\$41.70</u>
66000	30	FRONTIER NATURAL GAS	03/21/2023	<u>\$89.47</u>
66001	30	FRONTIER NATURAL GAS	03/21/2023	<u>\$94.06</u>
66002	30	MOBILE COMMUNICATIONS AMERICA	03/21/2023	<u>\$3,473.49</u>
66003	30	UNITED PARCEL SERVICE	03/21/2023	<u>\$32.40</u>
66004	30	GRANVILLE FARMS, INC.	03/24/2023	<u>\$7,749.00</u>
66005	30	HARRIS ENTERPRISES	03/24/2023	<u>\$2,141.67</u>
66006	30	HARRY M. WILLIAMS, III, PLS	03/24/2023	<u>\$641.00</u>
66007	30	HUMANA SPECIALTY BENEFITS	03/24/2023	<u>\$29.38</u>
66008	30	INFORMATION TECHNOLOGY SERVICE	03/24/2023	<u>\$164.07</u>
66009	30	TAR PAMLICO BASIN ASSOCIATION	03/24/2023	<u>\$2,880.00</u>
66010	30	UNITED PARCEL SERVICE	03/24/2023	<u>\$30.00</u>
66011	30	BANZET,THOMPSON, STYERS & MAY, PL <b>VOIDED</b>	03/27/2023	<u>\$1,500.00</u>
66012	30	DEPT OF THE SECRETARY OF STATE <b>VOIDED</b>	03/27/2023	<u>\$38.00</u>
66013	30	BANZET,THOMPSON, STYERS & MAY, PLLC	03/28/2023	<u>\$7,523.21</u>

## Check Listing

Date From: 3/1/2023 Date To: 3/31/2023  
Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton  
04/03/2023 11:45 AM

Page: 4 of 5

Check Number	Bank	Vendor	Date	Amount
66014	30	AMAZON CAPTIAL SERVICES, INC.	03/28/2023	<u>\$290.51</u>
66015	30	COLUMBIAN MUTUAL LIFE INS CO	03/28/2023	<u>\$37.20</u>
66016	30	DUKE ENERGY PROGRESS	03/28/2023	<u>\$17,757.75</u>
66017	30	PRUDENTIAL RETIREMENT	03/28/2023	<u>\$1,645.27</u>
66018	30	CITIZENS INSURANCE & BONDING,	03/30/2023	<u>\$11,743.60</u>
66019	30	DAVID COATES	03/30/2023	<u>\$80.50</u>
66020	30	DeDONA TINT & SOUND	03/30/2023	<u>\$74.73</u>
66021	30	DUKE ENERGY PROGRESS	03/30/2023	<u>\$97.48</u>
66022	30	EBONY ALEXANDER	03/30/2023	<u>\$23.75</u>
66023	30	FLEMING INVESTMENT COMPANY	03/30/2023	<u>\$3,000.00</u>
66024	30	FRANKLIN V FITTS	03/30/2023	<u>\$150.00</u>
66025	30	GOVCONNECTION, INC.	03/30/2023	<u>\$398.35</u>
66026	30	KING'S FITNESS & NUTRITION CENTER	03/30/2023	<u>\$330.00</u>
66027	30	NC WATER TREATMENT FACILITY	03/30/2023	<u>\$50.00</u>
66028	30	NYTESHIA K JONES	03/30/2023	<u>\$86.00</u>
66029	30	RYAN BALOCK	03/30/2023	<u>\$200.00</u>
66030	30	TAR HEEL TIRE SALES/SERVICE	03/30/2023	<u>\$10.68</u>
66031	30	VERIZON WIRELESS	03/30/2023	<u>\$320.10</u>
66032	30	WARREN COUNTY PUBLIC UTILITIES	03/30/2023	<u>\$14,481.18</u>
66033	30	NC DEQ	03/30/2023	<u>\$23,606.60</u>
66034	30	NC DEQ	03/30/2023	<u>\$8,775.45</u>
66035	30	NC DEQ	03/30/2023	<u>\$5,611.75</u>
66036	30	NC DEQ	03/30/2023	<u>\$15,262.50</u>
119	Checks Totaling -			<b>\$250,118.25</b>

### Totals By Fund

	Checks	Voids	Total
34	\$6,684.91		\$6,684.91
36	\$4,353.19		\$4,353.19
37	\$51,475.07		\$51,475.07
38	\$84,754.28		\$84,754.28
39	\$75,268.00		\$75,268.00
67	\$641.00		\$641.00
70	\$19,500.00		\$19,500.00
75	\$7,441.80	\$1,538.00	\$5,903.80

# Check Listing

Date From: 3/1/2023 Date To: 3/31/2023  
Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton  
04/03/2023 11:45 AM

Page: 5 of 5

Check Number	Bank	Vendor		Date	Amount
			Checks	Voids	Total
		Totals:	\$250,118.25	\$1,538.00	\$248,580.25

# Memo

**To:** Town Commissioners  
**From:** Bill Perkinson  
**CC:** Mayor, Town Administrator  
**Date:** April 4, 2023  
**Re:** March 2023 Monthly Activity Report for Public Works

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## Water and Sewer

- **Water and Sewer System Needs – Unfunded:** (1) West Ridgeway St. sewer main (general location is in area between Ridgeway Street and Fairlane Drive) – Determine exact location of sewer main and right of way. (2) Install magnetic flow meter in 14-inch sewer force main where Town of Norlina's and Warren County's Sewer enters Town of Warrenton's sewer system (meter would give us precise measurement of volume of sewer in route to the wastewater treatment plant from our partners thus helping to ensure accurate portioning of monthly wastewater treatment expense between the three partners). (3) Purchase water and sewer line camera/locating equipment. (4) Purchase water main valve exercising equipment.
- **Completed Water and Sewer System Maintenance/Repair Related Information:** (1) Emergency Repair. Riggans Sewer Lift Station. Generator Control System. Multiple service calls. Contractor: Harris Enterprises (Labor - \$1,106.25). (2) Emergency Repair. JCB Backhoe. Mobile service call to repair right rear tire. Contractor: Tarheel Tire (Labor and Materials - \$186.64).

**Total cost for Maintenance and Repair Equipment (Account No. 38-851-351 & 38-852-351) - \$186.64**

**Total cost for External Contract Maintenance and Repair (Account No. 38-851-448 & 38-852-448) - \$1,106.25**

## Streets and Sanitation

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

# Memo

**To:** Town Commissioners  
**From:** Bill Perkinson  
**CC:** Mayor, Town Administrator, Warren County Director of Public Works, Norlina Director of Public Works  
**Date:** April 4, 2023  
**Re:** March 2023 Monthly Activity Report for WWTP

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- **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)**

- **Completed Plant Maintenance/Repair Related Information:** No Repair Expense to report.

**Total cost for Repairs (Account No. 39-861-342) - \$00.00**

- **Plant Discharge Quality:** Our discharge quality remained good throughout the entire month; 15.17 million gallons were treated.

# Activity Log Event Summary (Cumulative Totals)

## Warrenton Police Department

(03/01/2023 - 03/31/2023)

911 Hang-up	5	Abandoned Vehicle	1
Accident	10	Alarm Activation	8
Alarm-Hold Up	1	Animal Complaint	2
Arrest	1	Assist Elderly/Lost person	1
Assist Highway Patrol	1	Assist Motorist	3
Assist Other Department	1	Assist WC EMS	12
Assist WCSO	18	Citation	1
Communicating Threats	1	Complaint	6
Crime Alert-information from other agency	1	Disabled Vehicle	4
Dispute	3	Disturbance	4
Domestic	1	DWI	1
Escort	3	Follow up Investigation	3
Foot Patrol	5	Found Property/Item	2
Fraud	1	Investigation and/or Interview	1
Juvenile Issues	1	Medical / Person Hurt or Sick	1
Non Law Enforcement Issue	2	Open Door (Business)	2
Ordinance Violation	5	Other	4
Parking Violation	15	Patrol	46
Property Check – Business	79	Property Check – Residential	2
Shots fired	1	Suspected Drunk Driver	2
Suspicious Person / Vehicle	9	Talk with Officer	13
Traffic Control	1	Traffic Stop	69
Training	1	Trespassing	1
Vandalism	1	Vehicle Maintenance	1
Warrant	1	Welfare Check	1

**Total Number Of Events: 359**



# Warrenton Police Department

## Monthly Summary

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Town of Warrenton Board Members,

After many years we have decided to change the information that we provide in the board packets each month. From now on, you will receive a *Monthly Summary* which will provide board members with more detailed information on what has transpired over the month. This will include topics such as:

Notable Events

Officer Spotlight

Speeding Enforcement Stats

Governor' s Highway Safety Program Campaign Dates (Speeding/DWI Campaigns)

Although we will still provide you with the Events Summary Report we would like to include the *Monthly Summary* with it. Our hope is that we can give you a more detailed picture of your police department day to day activities, as well as, insights that you cannot get from a statistical reports. We may include Incident Reports (Redacted as needed) or Operation Reports for you to read. These will be included in your packets for you convenience.

Since this is the first *Monthly Summary* and we are three months into the year , the April summary will cover all three months, but future summaries will cover the current meeting month.

I hope each of you will embrace this change and if you have any questions on the content of the summary, please don' t hesitate to call and talk.

Respectfully,

*Goble E. Lane*

Goble E. Lane

Chief of Police





# Warrenton Police Department

## Monthly Summary

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### Citation Stats:

January: 9 Citations/ 16 Charges (1 Speeding)

February: 19 Citations/ 41 Charges (10 Speeding)

March: 22 Citations/ 39 Charges (10 Speeding)

### Noteworthy:

- 2/16/2023 -DWI called in by EMS who was behind vehicle driving erratically. Subject stopped and arrested for DWI with a BOC (Breath Alcohol Content) of .15
- 2/17/2023 -Runaway Juvenile was located and returned home.  
-Vehicle fled to Elude officers, same was then stopped at Warren Hills.
- 2/23/2023 -Responded to a mental patience with a shotgun, reporting that someone was threatening him, officer was able to de-escalate and end the situation.
- 3/3/2023 -Hit and Run on Main at Macon, driver was able to give detailed description of vehicle that struck them. Camera footage provided a picture of that vehicle and driver was later identified and charged via summons.
- 3/11/2023 -DWI and Concealed Carry Charge after stopping a vehicle for an Insurance Stop. Subject was also carrying concealed a weapon without a permit.

## Spotlight:

**Officer Greene** assisted a lady who had been scammed online and USPS Priority mailed \$3000 in cash to someone in Lawrenceville, GA. Officer Greene was able to get with the Warrenton Post Office and they contacted Lawrenceville Post Office, who was able to retrieve the already delivered package from the post office box. The victim received her package of \$3000 back and the authorities in Georgia have been contacted.

**Officer Greene** located a missing purse on S. Main Street and returned it to the owner that works at a local business. All of the contents were accounted for and she was extremely grateful for Officer Greene!

**Officer Tharrington** was called to a domestic involving a mother, a father (who lives out of town), and their teenage son. Officer Tharrington was able to de-escalate the argument and helped the parents part on civil terms. However, the teenager missed his haircut appointment due to his parent's argument, and he had senior pictures coming up in the next couple of days. Officer Tharrington talked with the young man extensively while on the domestic call and had given him his business card with his cell number; he told him to call him if he needed anything. The next day, the young man called officer Tharrington and explained the missed hair appointment and senior pictures. He didn't know what to do and was upset not to look his best for the pictures. Officer Tharrington made arrangements with a local barber for a quick appointment and also paid for the haircut for the young man.

## Tid Bits:

**GHSP Campaigns for April 2023:**

*April 3-9 Speed a Little, Lose a Lot*



\* Governor's Highway Safety Program sponsors campaigns throughout the year, during these campaigns our department reports on the citations written; how many and the charges.

We then earn points for those citations to go toward equipment for the department.



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

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#### **BOC Meeting March 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. Update zoning map with changes to Holland Bland Road (Michael Bernstein parcel). Prepare zoning map for update with BOC. (cont.)
3. Update ordinances with Bar and Adult additions.
  - ✓ Waiting to update all ordinance changes
4. Add Meter Tampering ordinance to master copy of ordinances
  - ✓ Waiting to update all ordinance changes
5. Strike “private or” and add “where” to Parking Oversized Vehicles ordinance and add to master copy of ordinances
  - ✓ Waiting to update all ordinance changes
6. Inform nuisance properties of violations and final notice
  - ✓ Awaiting pending software implementation of iWorQ, so that have long term records
7. Investigate additional language and address questions on Tree Canopy ordinance
  - ✓ Underway
8. Add Accessibility Fees to budget ordinance for July 1, 2023. Also edit Axe Throwing and Tethering ordinances with new language.
  - ✓ Awaiting budget finalization and updating of all recently changed ordinances.
9. After legal review, update ordinances with Pan Handling, Axe Throwing additions.
  - ✓ Awaiting legal review
10. Execute Change Order for WWTP grant.
  - ✓ Done
11. Fix pothole on Church Street.
  - ✓ Done



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

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

- Town \$1,600,000 with 100% grant and Town to pay 1.5% processing fee. Town borrowing additional \$500,000 to pay for cost increases in marketplace.
- Grant project wrapping up. In final stages.

**(Fund 72) NC Main Street Solutions Warrenton Brewery Grant** - \$100,000 grant with 2 to 1 match. This grant is to help renovate 120 S. Main Street for a Brewery and Meadery.

- Final closeout documents received from NC Commerce. Final Annual Report due July 2023.

**(Fund 67) NC Neighborhood Revitalization Program**

- CDGB funds to assist in repairing houses owned by citizens of low or moderate incomes.
- Preliminary title work completed (legal).
- NC Commerce has granted an additional \$200,000 in funding due to construction cost increases.
- Demolition of houses complete. One of 3 houses delivered on Hayley St.

**(Fund 68) Building Reuse Grant**

- Town awarded \$50,000 from NC Commerce for Warrenton Veterinary Clinic.
- Job reporting to Commerce and closeout documentation is pending.

**(Fund 69) Volkswagen Settlement Grant**

- Town awarded \$218,000 for new garbage and dump trucks. Utility/dump truck delivered to Town. Certificate of Destruction provided to State. Awaiting final reimbursement from State.

**(Fund 71) Brownfield Grant**

- This \$300,000 grant will be used to analyze the environmental issues with multiple properties in Warrenton.
- Phase II being scheduled for several properties in Town. Phase I's continuing on additional properties.

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

- Town awarded approximately 55% grant with balance in a 7-year loan.
- All three trucks have been delivered.

**(Fund 75) USDA Community Facilities \$106,864 (police SUVs)**

- Town awarded approximately 55% grant with balance in a 7-year loan.
- Two SUVs have been delivered and decals and lights are being installed.

**Grant Applications:**

- FEMA Hazard Mitigation grant – for berm to prevent flooding at WWTP



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

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**Planning Board  
April 5, 2023  
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, Dian Sourelis, Georgiana Weddington, Town Administrator, Robert Davie, Tracy Stevenson, and Commissioner Jason Young. A quorum was present.

Dian Sourelis made a motion to approve the February minutes with a second by Georgiana Weddington. 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. There were none. Ms. Jenkins then opened the public part of the meeting.

**Proposed Ordinance Changes – Tree Canopy**

Town Administrator, Robert Davie presented the proposed Tree Canopy Ordinance for consideration for presentation to the Board of Commissioners. After some discussion and clarification that the ordinance change would only be for new construction, the group agreed to add “Drip Line” to Chapter 152-page 2 Minimum Tree Canopy Coverage Standards – Table 1, and the removal of Chapter 152 (2) ii. “in accordance with the town’s design manual”. Georgiana Weddington made a motion to approve the proposed ordinance with the changes listed above, with a second by Dian Sourelis. The motion was approved by unanimous vote.

**Proposed Ordinance Change - Panhandling**

Town Administrator, Robert Davie presented the proposed Public Panhandling, Begging, Charitable and Political Solicitation Ordinance. Mr. Davie stated that the Board of Commissioners had concern for the Fire Department Boot Drives with the existing ordinance and recommended Section 95.03 be changed to delete “except” and add “unless approved by the Chief of Police as a special event permit and deemed safe for uninterrupted passage of both pedestrian and vehicular traffic by the Chief of Police or Town Administrator”. Georgiana Weddington made a motion to approve the proposed ordinance with the changes listed above, with a second by George Humphries. The motion was approved by unanimous vote.

With no further business, the meeting was adjourned.

## **CHAPTER 152 TREE CANOPY**

*(To be inserted into Code of Ordinances potentially as new Chapter 152 after Chapter 151 Zoning Code.  
Subsequent chapters to be renumbered.)*

### **Sec. 152. 01. Purpose.**

- a) The purpose of this Chapter is to provide for maintenance and protection of trees in order to promote the public health, safety, and welfare. It expresses the Town's intent to use trees to create a more natural and amenable human environment. This Chapter is not intended to be punitive nor to cause hardship to any person who uses the utmost care and diligence to protect trees within the Town or on Town property.
- b) In order to enhance the quality of life in Warrenton, this Chapter also provides for maintenance and replacement of tree canopy for new residential and commercial development according to standards set forth herein.

### **Sec. 152.02 Tree Canopy for Certain New Development**

- a) Activities that require a zoning compliance permit for purposes of tree canopy:
  - 1. All work impacting trees on lots designated for new Commercial development
  - 2. All work impacting trees on lots designated for single, two-family and multifamily residential use where total land disturbance exceeds five thousand (5,000) square feet.
- (b) *Emergency waiver.* The provisions of this section are waived if compliance would impede the rescue of life or property from immediate danger or the repair of utilities in the event of emergencies such as windstorms, ice storms, or other disasters. Any emergency work shall follow as closely as possible the standards outlined in the town's landscape standards and specifications.

### **Sec. 152.03 Tree Canopy Coverage Standards.**

- (a) *Minimum canopy coverage standards.* The town desires to maintain the maximum practical tree canopy on new commercial and new residential development that disturbs more than five thousand square feet (5000 sq. ft.) of land within the town's jurisdiction. Residential includes single family, two-family and multifamily.
- (b) When tree canopy is subject to the provisions of this section, the following minimum tree canopy coverage percentages are required within the zoning lot boundaries exclusive of public right-of-way:

**CHAPTER 152 TREE CANOPY**

*(To be inserted into Code of Ordinances potentially as new Chapter 152 after Chapter 151 Zoning Code.  
Subsequent chapters to be renumbered.)*

Minimum Tree Canopy Coverage Standards – **Table 1**

Land Use	Minimum Canopy Coverage According to Drip Line of Trees
Commercial	30%
Multi-Family Residential	30%
Residential (single family and two family) where total land disturbance exceeds 5000 sq. ft.	40%

- (c) Modifications to canopy coverage standards. The Board of Commissioners may allow a modification to these regulations when public purposes are met and canopy removal supports other goals of the town, including but not limited to:
- Goals of the Comprehensive Plan
  - Stormwater management
  - Community character of adjoining property, or established managed landscapes, or established streetscapes

**Sec. 152.04 Violations and penalties.**

A violation of any provision of this chapter shall subject the violator to payment of a civil penalty of **one hundred dollars (\$100)** per occurrence. **Each day's continuing violation shall be a separate and distinct offense which shall subject the offender to an additional civil penalty in the amount of \$100 per day of the continuing violation.**

**(New Section or under 152.03?) Compliance with the canopy coverage standards in Table 1 shall be accomplished by the following methods:**

- (1) Protection of existing tree canopy. The extent of existing tree canopy coverage retained at the time of permit application may be documented by survey or by using current aerial photographs available on the town's web page or similar resource.**
  - i. Required cleared active recreation areas, water bodies, access easements, public and private right-of-way, stormwater and utility easements shall not be included in the total land area used in the canopy coverage calculation.**
  - ii. Trees planted in a town right-of-way as part of an approved street tree planting plan may count toward total tree canopy coverage.**



## **CHAPTER 152 TREE CANOPY**

*(To be inserted into Code of Ordinances potentially as new Chapter 152 after Chapter 151 Zoning Code.  
Subsequent chapters to be renumbered.)*

(2) Replacement of canopy. If the existing protected tree canopy is less than the minimum standard as shown in Table 1, the required minimum canopy shall be established. The tree canopy deficit is determined by subtracting the area of retained tree canopy as shown on the landscape protection plan from the minimum area of canopy coverage required in Table 1 in subsection 152.03.

- i. One (1) replacement tree per five hundred (500) square feet of tree canopy coverage deficit shall be planted in accordance with an approved planting plan.
- ii. All canopy trees planted to meet the town's buffer and parking lot shading standards can all be counted when calculating replacement canopy trees provided.
- iii. Supplemental canopy trees planted to complete the canopy coverage requirements shall be planted no less than twenty (20) feet from any other proposed or existing canopy tree.
- iv. Replacement trees that are planted in an adjacent right-of-way may count toward total tree canopy.
- v. Installation and maintenance.

Plantings. All required plantings shown on an approved planting plan shall be prepared, installed and maintained according to the town's landscaping standards and specifications and must be planted or an accepted performance guarantee placed with the town in order to satisfy compliance with the requirements of this section.

(a) Replacement tree caliper shall be two and one-half (2.5) inches at installation.

(b) Upon approval by the town manager, a replacement tree with a caliper of four (4) inches or greater may count for two (2) replacement trees.

Maintenance. The property owner is responsible for assuring that the lot in its entirety will continue to meet minimum tree canopy coverage after issuance of a certificate of occupancy.

Trees that are damaged or decline in health during construction shall be assessed for viability and safety.

(a) Viable trees shall be treated to promote their continued health and safety.

**CHAPTER 152 TREE CANOPY**

*(To be inserted into Code of Ordinances potentially as new Chapter 152 after Chapter 151 Zoning Code.  
Subsequent chapters to be renumbered.)*

(b) If the town manager determines a protected tree in a required buffer or other required planting is dead or dying at the time of the issuance of a certificate of occupancy, replacement of the tree may be required.

(New section?) Activities requiring a landscape protection plan.

- (1) Zoning compliance permit applications, required per subsection 5.7.1(c), shall include a landscape protection plan unless otherwise exempted.
- (2) Work limited to the removal of trees may require a landscape protection plan and shall conform to the required tree replacement and mitigation standards as described in subsection 5.7.2.

Amend TITLE IX: GENERAL REGULATIONS by adding a new Chapter 95 and  
renumbering subsequent chapters

**Chapter 95 PUBLIC PANHANDLING, BEGGING, CHARITABLE AND POLITICAL SOLICITATION**

**Section 95.01. Purpose.**

The purpose of this chapter is to regulate certain behavior to preserve the public order, to protect the residents of Warrenton and to insure the safe and uninterrupted passage of both pedestrian and vehicular traffic, without unconstitutionally impinging upon protected speech, expression or conduct.

**Section 95.02 Definitions**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**a. Areas With Heightened Personal Security Concerns** means:

1. Areas within, or within twenty (20) feet of a public parking lot;
2. Areas within a designated commercial district in which a high volume of pedestrian traffic or narrow sidewalks and streets give a reasonable person a justified, reasonable concern about his or her personal security due to congestion and close proximity to others;
3. Other areas in which congestion could give a reasonable person justified concern his or her personal security due to congestion and close proximity to others; or
4. At any location between sunset and sunrise as provided by the National Weather Service.

**b. Areas With Heightened Personal Privacy Concerns** means:

1. Locations within twenty (20) feet of an automated teller machine or financial institution in which an automated teller machine is located;
2. Locations within twenty (20) feet of a sidewalk cafe during operating hours unless the solicitor's presence is authorized by the proprietor;
3. Other locations where a reasonable person would have a reasonable concern about whether congestion and close proximity to others could compromise one's interests in privacy.

**c. Areas With Heightened Public Safety Concerns** means:

1. Streets and highways; and
2. Traffic medians, where soliciting poses risk of injury to solicitors and drivers and may endanger vehicular safety.

**d. Panhandling, Begging, Charitable or Political Solicitation** means: actions that are conducted in the furtherance of the purpose of immediately collecting

contributions for the use of one's self or others. As used in this ordinance, the word, "solicit," and its forms, includes requests for funding arising from begging, panhandling, charitable or political fundraising initiatives.

1. *Aggressive begging, panhandling, or solicitation* means:

- a. Confronting someone in a way that would cause a reasonable person to fear bodily harm;
- b. Accosting an individual by approaching or speaking to the individual or individuals in so as to cause a reasonable person to fear imminent bodily harm or commission of a criminal act upon his or her person, or upon property in his or her possession;
- c. Touching someone without his or her consent;
- d. Using obscene or abusive language toward someone while attempting to panhandle or solicit him or her;
- e. Forcing oneself upon the company of another by engaging in:
  - i. Continuing to solicit in close proximity to the individual addressed after the individual has made a negative response, either verbally, or physically by attempting to leave the presence of the solicitor by other negative indication;
  - ii. Blocking the passage of the individual solicited;
  - iii. Otherwise engaging in conduct that could reasonably be construed as intending to compel or force a person to accede to a solicitation.
- f. Acting with the intent to intimidate someone into giving money;
- g. Obstructing pedestrian or vehicular traffic as defined herein so as to block the passage by another person or vehicle, or to require another person or a driver of a vehicle to take evasive action to avoid physical contact; or
- h. Other conduct that a reasonable person being solicited would regard as threatening or intimidating in order to solicit a contribution or donation.

2. *Passive panhandling, begging, charitable or political solicitation* means: conduct described in the definition of "begging, panhandling and charitable or political solicitation" that is verbal and not aggressive as described in subsection (1) above, or presented in writing,

- e. **Obstruct Pedestrian Traffic or Vehicular Traffic** means walking, standing, sitting, lying or placing an object in a manner so as to block the passage by another person or vehicle, or to require another person or a driver of a vehicle to take evasive action to avoid physical contact.
- f. **Public Place** includes streets, sidewalks, alleys and other public property, as well as town- owned and town-controlled property and private property open to the public unless permission to solicit has been obtained from the town or from the private

property owner or other person in authority.

**Section 95.03 Passive begging, panhandling, charitable and political solicitation is not permitted except in prohibited areas, unless approved by Chief of Police as a special event permit and deemed safe for uninterrupted passage of both pedestrian and vehicular traffic, by the Chief of Police.**

Passive panhandling, begging, charitable or political solicitation as defined in Section 95.02(d)(2) shall be treated as speech protected under the First Amendment. It is prohibited only in the following areas:

- (1) Areas with heightened personal security concerns defined and listed in section 95.02(a);
- (2) Areas with heightened privacy concerns defined and listed in section 95-02(b); and
- (3) Streets, highways and medians defined in section 95-02(c) as areas with heightened public safety concerns.

**Section 95.04. Aggressive panhandling, begging, charitable and political solicitation prohibited.**

Aggressive panhandling, begging, charitable or political solicitation as defined in section 24-2(d)(1) of this article is prohibited throughout the Town of Warrenton.

**Sec. 95.05. Penalty.**

Any person in violation of this Article shall be guilty of a misdemeanor and upon conviction shall be fined not more than fifty dollars (\$50.00) or imprisoned for not more than seven (7) days.

## MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), between VC3, Inc., a Delaware corporation having its principal place of business at 1301 Gervais Street, Suite 1800, Columbia, SC 29201 ("Company"), and Town of Warrenton, NC, a \_\_\_\_\_ having its principal place of business at 113 S. Bragg Street Warrenton, SC 27615. ("Client").

WHEREAS, Client desires to receive certain professional services from Company;

Client and Company hereby agree as follows:

### 1. Services To Be Performed.

1.1 **Services.** Company will provide computer system and network maintenance, software, consulting and professional services (the "Services") as mutually agreed to in a written executed attachment to this Agreement by Company and Client (a "Work Order"); provided however that the parties recognize that Company may from time to time provide Services to Client at Client's request without a Work Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at the hourly billing rates specified in Exhibit A.

1.2 **Form of Work Order.** Each Work Order will conform to substantially the following format:

(a) The Work Order will contain "Work Order" in the title.

(b) The contents of the Work Order may be included in the body of the Work Order, or in separately signed Attachments, as the parties consider most practical. The Work Order shall include a provision for the dated signatures of authorized representatives of both parties.

1.3 **Change Orders.** Client may request a change in the scope or nature of the Services in a Work Order at any time. However, changes to the scope of the Services in a Work Order can be made only in writing executed by both parties.

### 2. Charges for Services.

2.1 **Charges.** Company shall be entitled to compensation for the performance of the Services as stated in each Work Order. Unless otherwise expressly stated in a Work Order, Company's compensation will be based on direct labor hours charged at fixed labor rates. The Work Order may call for a budget of expected charges as a way for both parties to monitor performance. Except as otherwise expressly set forth in a Work Order, all Services that are identified to be rendered on a time and materials basis will be invoiced at the hourly billing rates specified in Exhibit A.

2.2 **Invoices.** Unless otherwise stated in a Work Order, payment for the Services is due monthly when and as performance is rendered. Company shall issue invoices to Client for charges when and as they come due. Client shall make payment to Company of all such

invoices within thirty (30) days from the date of such invoice.

**2.3 Expenses.** Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including travel, living, and out-of-pocket expenses incurred pursuant to this Agreement.

**2.4 Effect of Late Payment.** All late payments by Client shall bear interest at a rate of one and one-half percent (1.5%) per month or partial month during which any sums were owed and unpaid, or the highest rate allowed by law, whichever is lower.

**2.5 Collection Costs.** Client shall reimburse Company for any expenses and costs it incurs to collect any amounts due to Company under this Agreement, including reasonable attorneys fees.

**2.6 Taxes.** Client shall pay directly, or reimburse Company for, and indemnify and hold Company harmless from, all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions. This includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income.

**3. Term; Termination.** The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

#### **4. Proprietary Protections.**

##### **4.1 Ownership Rights**

(a) **General.** Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date, or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to

all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade secrets or proprietary information of Company or are otherwise owned or licensed by Company (collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) **Materials Developed for or Delivered to Client.** Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Work Order, including all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Work Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including all intellectual property rights relating thereto. From time to time upon Company's request, Client shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Company may request. Company agrees that Client shall have a limited nonexclusive license to use the Materials internally to the extent necessary to carry out and fulfill the terms and conditions of the Work Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in a Work Order to use the Materials solely for the purposes contemplated by such Work Order, provided that such third parties shall first agree in a signed writing to be bound by the terms of this Agreement or such terms as may be acceptable to Company.

(c) **Specific Deliverables Owned by Client.** Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and the other provisions of this Section 4.1(c), Client will own the copyright in and to Materials that (i) are developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and specifically identified in a Work Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables"). Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, nontransferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's internal use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c).

4.2 **Client Information.** Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and



that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

#### 4.3 **Confidentiality.**

(a) **Confidential Information.** This Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). The terms and conditions of this Agreement and all Work Orders shall be treated by Client as the Confidential Information of Company. Confidential Information shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

(b) **Scope of Obligation.** The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) **Limited Disclosure Right.** Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) **Return of Confidential Information.** Promptly upon termination of this Agreement, or at any other time upon the request by a party, the other party shall (i) return to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential Information of such Disclosing Party, whether in paper or electronic form, provided, however that the

foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3.

## **5. Limited Warranty and Disclaimers.**

**5.1 Limited Warranty.** Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or specifications set forth in the applicable Work Order. Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.3 hereof.

**5.2 DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT CONCERNING THE SERVICES HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.**

**5.3 Notice Obligation; Remedy.** Client shall notify Company in writing within thirty (30) days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Work Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Work Order. Client agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

## **6. Limitation of Liability.**

**6.1 COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN A WORK ORDER, OR SPECIFICATIONS IDENTIFIED IN A WORK ORDER.**

**6.2 IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY WORK ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY**

**CLIENT FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM. IN NO EVENT SHALL COMPANY BE LIABLE UNDER COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY WORK ORDER (INCLUDING FOR ANY AMOUNTS IN EXCESS OF CLAIM AND/OR SERIES OF CLAIMS, WHETHER RELATED OR UNRELATED) WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EXCEED THE AMOUNTS PAID BY CLIENT TO COMPANY IN FOR SERVICES OF COMPANY DURING THE NINETY DAY (90) PERIOD PRECEDING ANY FAILURE OR BREACH BY THE EVENT(S) GIVING RISE TO THE CLAIM (OR TO THE FIRST CLAIM IN A SERIES OF CLAIMS). FOR THE AVOIDANCE OF DOUBT, ANY AMOUNTS PAID TO COMPANY OR CLAIM BY CLIENT FOR THIRD PARTY HARDWARE, SOFTWARE, PRODUCTS OR SERVICES SHALL NOT BE A PART OF AMOUNTS PAID FOR SERVICES OF COMPANY.**

**6.3 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY.**

**6.4 CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.**

**6.5 THE PROVISIONS OF SECTIONS 5, 6 AND 7 ARE CLIENT'S EXCLUSIVE REMEDIES RELATED TO THE SERVICES, ANY FAILURE BY COMPANY TO CORRECT NONCONFORMITIES IN THE SERVICES, OR FOR BREACH BY COMPANY OF THIS AGREEMENT OR A WORK ORDER AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF SUCH REMEDIES.**

6.6 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including (without limitation) examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any Client Information.

## **7. Indemnity.**

### **7.1 Infringement Claims.**

(a) **General.** Subject to Section 6 of this Agreement, the limitations set forth below in this Section 7.1 and the procedures set forth below in Section 7.3, Company and Client (each an "indemnitor") each agrees to defend the other party (each an "indemnatee") against any action to the extent that such action is based upon a claim that the Confidential Information (other than third party hardware, software, products, materials or services) provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, or (ii) constitutes an

unlawful disclosure, use or misappropriation of another party's trade secret, and the indemnitor will bear the expense of such defense and pay any liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively "Losses") that are attributable to such claim finally awarded by a court of competent jurisdiction.

(b) **Exclusions.** Neither Company nor Client will be liable to the other for claims of indirect or contributory infringement. The indemnitor will have no liability to the indemnitee hereunder if (i) the claim of infringement is based upon the use of Confidential Information provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the indemnitor or used in a manner for which the Confidential Information was not designed, (ii) the indemnitee modifies any Confidential Information provided by the indemnitor hereunder and such infringement would not have occurred but for such modification, or (iii) the claim of infringement arises out of the indemnitor's compliance with specifications or requirements provided by the indemnitee and such infringement would not have occurred but for such compliance.

(c) **Additional Remedy.** If Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this Agreement. If neither alternative is pursued by, or (if pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

**7.2 Third Party Indemnification of Company.** Without limiting Company's liability to Client under this Agreement, each of the parties acknowledge that Company would not enter into this Agreement, and by Company entering into and performing its obligations under this Agreement, Company will not assume and should not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees, subject to Section 7.3 below, to indemnify and defend Company and hold Company harmless from any and all third party Losses arising out of the conduct of Client's business, including the use by Client of the Services.

**7.3 Procedures.** The indemnification obligations set forth in this Section 7 will not apply unless the party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that the

indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

## **8. General Provisions.**

**8.1 Non-Hire Provision.** Each party to this Agreement agrees that it will not hire, employ, or contract with, or solicit to hire, employ, or contract with, any person who is, or within the immediately preceding one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

**8.2 Recording.** (a) Some Services provided may involve recording and/or monitoring. For such Services, information uploaded to or in any way passing through computer systems used to provide the Services, including written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes. By accessing or using the Services, Client consents to such recording and monitoring. Client is also solely responsible for informing anyone with whom Client interacts or otherwise communicates via the Services that information uploaded to or in any way passing through the Services, including written, visual or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes.

(b) If phone conferences/conference bridges are applicable to the Services being provided to Client, Client acknowledges that the laws of certain jurisdictions may require that if a conference is recorded, all participants in the conference must be informed in advance of any such recording, so they may consent to being recorded (if required by applicable laws). Client acknowledges and agrees that Client shall be solely responsible for complying with all Applicable Laws and Third-Party Rights when using recording features (this includes Client's obligation to obtain the consent, if required by applicable laws, of all participants before the commencement of the recording). Company shall have no liability to Client or any participant in Client's recorded conference with respect to Client's obligations under this Section 8.2.

**8.3 Conflict.** Any purchase order or other document issued by Client is for administrative convenience only. In the event of any conflict between this Agreement and any purchase order, this Agreement shall prevail.

**8.4 Survival.** In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6, 7, and 8 of this Agreement shall survive and shall continue to bind the parties.

**8.5 Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and the State of South Carolina without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

8.6 **Forum.** All disputes arising under this Agreement shall be brought in the state or federal courts located in South Carolina, as permitted by law. The state and federal courts located in South Carolina shall each have non-exclusive jurisdiction over disputes under this Agreement. Client consents to the personal jurisdiction of the above courts.

8.7 **Injunctive Relief.** It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Client will cause Company irreparable damage for which recovery of money damages would be inadequate, and that Company shall therefore be entitled to obtain timely injunctive relief to protect Company's rights under this Agreement in addition to any and all remedies available at law.

8.8 **Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses described on the first page of this Agreement or such other address as either party may designate for itself in writing. All notices to Company must be to its President to be effective.

8.9 **No Agency.** Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

8.10 **Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

8.11 **Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

8.12 **Severability.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

8.13 **Nondisclosure.** Client promises not to disclose the terms and conditions of this Agreement to any third party without the prior written consent of Company.

8.14 **Headings.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

8.15 **Assignment.** Neither this Agreement nor any rights or obligations of Client hereunder may be assigned, sold, or otherwise transferred by Client in whole or in part (including by merger, reorganization, consolidation, sale of all or any portion of the assets of Client or change in control of Client) without the prior written approval of Company. For the purposes of this

Section 8.14 ("Assignment"), a change in control means a change in the persons or entities who control fifty percent (50%) or more of the equity securities or voting interest of Client as of the date of this Agreement.

8.16 **Right to Engage in Other Activities.** Client acknowledges and agrees that Company may provide information technology services for third parties at any Company facility that Company may utilize from time to time for performing the Services. Nothing in this Agreement will impair Company' right to acquire, license, market, distribute, develop for itself or others or have others develop for Company similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

8.17 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

8.18 **Entire Agreement.** This Agreement together with any Work Orders attached hereto completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Company and Client by their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

**COMPANY:**

**VC3, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CLIENT:**

**Town of Warrenton, NC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Exhibit A**  
**Hourly Rates**

Service Area	Hourly Bill Rate	Description of Service Area
Consulting & Project Management	\$ 171.00	Consulting (Design, Architecture, Planning); Technology Assessments; Security Audits. Project Management. CIO Consulting Services including product evaluations and application/infrastructure planning services.
Application Development	\$ 165.00	Application Software development, design, testing and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	\$ 154.00	Web site design and implementation services which are NOT built on a Microsoft <u>Sharepoint</u> platform.
Infrastructure Deployment Services	\$ 154.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains and Desktop Deployments.
Infrastructure Maintenance Services	\$ 147.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server and Desktop support.
Travel Time	\$ 103.00	Travel time to and from the Customer. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	\$ 188.00	All reactive support services provided to Customer outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays

**Note:** Unit rates will increase annually on the anniversary of the Effective Services Start Date. Unit rates will increase annually by either a fixed percentage of four (4), or a percent equal to the Consumer Price Index-Urban Consumers (CPI-U), whichever is higher. Increase will be made on the anniversary of the Effective Services Start Date. In no event will unit rates decrease due to index changes.

## MASTER LEASE AGREEMENT

This lease agreement is made and entered into as of the 1st day of May, 2020, at Warrenton, North Carolina, by and between the Town of Warrenton, a municipal corporation, hereinafter called "Lessee," and Fleming Living Trust dated October 22, 2013, hereinafter called "Lessor."

### ARTICLE 1

#### Demise, Description, Use, Term and Rent

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, those certain properties, hereinafter called the "leased premises," situated in Warrenton, NC, commonly known as 140 South Main Street; to be used only as a commercial property including the sublease thereof and in accordance with uses normally incidental thereto and for no other purpose, for a term commencing July 1, 2020 for period of 34 months, unless modified before that date by mutual consent, for rental amount as specified in Article 2.

### ARTICLE 2

#### Rent

Lessee shall pay Lessor at P.O. Box 595, Warrenton NC 27589, as rent for the leased premises, a sum determined annually in advance of the beginning of lease period. The amount charged shall be fifteen hundred dollars and no cents (\$1500) per month for the term of this lease.

All payments due under the lease shall be payable without prior demand on the 1st day of each calendar month for which rent is paid, continuing thereafter until termination of this lease. The rent payment shall be due regardless of whether Lessee has members in occupancy of the premises.

Penalty for late payment. There shall be a five day grace period for the receipt of funds for rent. After this grace period Lessee shall pay an additional amount of \$50.00, which shall offset the cost of penalties, lost interest, and staff time incurred by the lessor due to the delay in payment.

### ARTICLE 3

#### Fire and Casualty Damage

Lessee shall give immediate notice to Lessor of fire or other casualty at the Property.

In the event the Property shall be damaged or destroyed in whole or in part by fire and other casualty, Lessor shall have the right, but not the obligation, to terminate this Lease by giving written notice to the Lessee of its election to terminate, notice to be given within ninety (90) days after the occurrence of the damage or destruction. Upon the third day after notice is

given, Lessee shall vacate and surrender the Premises to Lessor, without prejudice, however, to Lessor's rights and remedies against Lessee under the Lease prior to termination, and any rent owing shall be paid through such date.

If the fire, casualty, repairing or rebuilding of the Property shall render the Property untenable, and if the fire or other casualty occurred without the negligence or willful act of Lessee, its agents and invitees, a proportionate reduction of the annual rent due thereafter shall be allowed from the date of the occurrence of such casualty until the date Lessor completes the repairs to the Property or, in the event Lessor elects to terminate this lease, until the date of termination. Such reduction shall be computed on the basis of the ratio which the floor area of the Property rendered untenable bears to the habitable floor area of the Property. Lessor shall not be liable for any delay in the repair or restoration of the Property.

Tenant acknowledges that Lessor will not carry insurance on Tenant's or Sub-Tenant's personal property, furniture, and improvements, and agrees that Lessor will not be obligated to repair any damage or replace the same.

#### ARTICLE 4 Property Management -- Lessee's Obligation

Item 1- LESSEE agrees to take responsibility for most aspects of the property management, including recruitment of individual sub-tenants, day-to-day maintenance and repairs, and security, and to hold Lessor harmless therefrom. Lessee shall never take responsibility for any work relating to the property's roof, foundation, or any repairs involving the town's Historical District Commission.

Item 2- LESSEE intends to sublease the premises to no more than two sub-tenants for commercial and professional office space.

Item 3- LESSEE or SUB-TENANT shall during the term hereof pay all charges for telephone, water and sewage, gas, and electricity used in or on the leased premises and for the removal off rubbish therefrom immediately on becoming due and shall hold Lessor harmless from any liability thereof.

Item 4- LESSEE agrees to require that all sub-tenants be subject to all rules and regulations and obligations of this lease for the use, maintenance, and restrictions on changes to the building.

Item 5- LESSEE agrees to keep the leased premises in good order and repair, at a standard equal to, or better than, the condition of the property after planned rehabilitation has been completed.

Item 6- LESSEE shall not undertake any repair or maintenance tasks costing more than five hundred dollars (\$500.00); however, Lessee is expected to report all major maintenance problems on a timely basis, and to correct all minor problems as necessary.

Item 7- LESSEE may not undertake, or contract to undertake any structural or use changes without the express consent of lessor.

Item 8- LESSEE agrees not to commit, or suffer to be committed, any waste on the leased premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased for any unlawful purpose.

#### ARTICLE 5 Lessor's Obligation

Item 1- LESSOR agrees to inspect the premises on at least an annual basis.

Item 2- LESSOR agrees to maintain property insurance and to pay property taxes on a timely basis.

#### ARTICLE 6 Security Deposit

A total security deposit of \$1500 should be made to Fleming Investment Company. This security deposit will be deposited at First Citizens Bank in a non-interest bearing account. It shall be returned to lessee within 30 days of the end of this lease unless the lease is extended.

#### ARTICLE 7 Quiet Possession

Lessor shall, on the commencement date of this lease place Lessee in quiet possession of the leased premises and shall secure it in the quiet possession thereof against all persons claiming the same during the entire lease term and any extension thereof.

#### ARTICLE 8 Extension

This agreement may be extended under the terms agreeable to both parties.

#### ARTICLE 9 Surrender of Premises

Lessee shall, without demand and at its own cost and expense before expiration or earlier termination of the term of this lease or of any extended term hereof, remove all property belonging to it and all alterations, additions, or improvements, and fixtures which by the terms of this Lease it is permitted to remove; and repair all damage to the leased premises caused by such removal. Any property not so removed shall be deemed to have been

abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor in its sole discretion sees fit.

Lessee agrees to and shall, on expiration or earlier termination of the term hereof or of any extended term hereof, promptly surrender and deliver the leased premises to Lessor without demand therefor in good condition, ordinary wear and tear excepted.

#### ARTICLE 10 Condemnation

If during the term of this lease or any extension or renewal thereof, all of the leased premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective as of the date of the taking of said premises by the condemning authority.

If less than all of the lease premises shall be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall not necessarily terminate but Lessor shall forthwith at its sole option and expenses, restore and construct the building and other improvements, situated on the leased premises, provided such restoration and reconstruction shall make the same reasonably tenantable and suitable for the uses for which the premises are leased. The rent payable hereunder during the unexpired portion of this lease shall be adjusted equitably.

#### ARTICLE 11 Defaults and Remedies

It is hereby agreed that in any proceeding or effort by Lessor to obtain relief and remedy of Lessee's default under this lease, Lessee shall be liable for Lessor's actual costs in such proceedings or other efforts, including actual, reasonable attorney fees.

#### ARTICLE 12 Inspection by Lessor

Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building, or any other legitimate purpose.

#### ARTICLE 13 Sublease

Lessee shall sublet only to those sub-tenants who will abide by the terms and conditions of this agreement. It is expressly understood that Lessee is required to use its best efforts to keep the premises fully leased, as set forth more particularly in the following paragraphs:

"Subleases" shall mean any and all lease, subleases, or other agreements (written or oral, now or hereafter in effect) which grant a possessory interest in or the right to use a portion of the premises, except for this lease by which Lessor is granted a possessory interest in the premises. "Sublessees" and "Sub-tenant" shall mean those who enter into sublease.

"Rents" shall mean the immediate, absolute and continuing right to collect and receive all of the rents, income, revenues, and profits to which Lessee is now or may hereafter become entitled, or may demand or claim, arising from the Subleases or from the premises (or any part thereof), subject only to the limited license granted below to Lessee.

#### Sublease provisions:

Item 1- From and after the initial date of this lease, Lessee shall require that each and every Sublessee agree in writing, as a precondition of occupancy of the premises, that (1) he or she understands that the premises are owned by Lessor, (2) that the Sublease will deliver all monthly rent payments to Lessee. Sublessee shall agree to submit such payments in timely fashion, as directed by Lessee.

Item 2- Lessee shall not permit any occupancy of the premises except pursuant to a written lease or agreement.

Item 3- Assignment by Lessor. Lessor expressly retains the right to assign any or all of its interest under the terms of this lease.

#### ARTICLE 15 Indemnification

Lessee, at its expense, shall indemnify and defend Lessor, its licensees, servants, agents, employees and contractors, from any loss, damage, claim, liability or expense, (including attorney fees) of any kind, type or description, including without limitation, claims for bodily injury, disease, death, property damage or environmental clean-up arising directly or indirectly out of or in connection with the condition of the Property, the use or misuse thereof by Lessee or licensees, servants, agents, employees or contractors, the failure of Lessee to comply with any covenant of this Lease, or any other event on or relating to the Property, whatever the cause.

#### ARTICLE 16 LESSEE'S PROPERTY ON PREMISES AT LESSEE'S RISK

All personal property of any kind or description whatsoever upon or in the said premises shall be at the Lessee's sole risk, and the Lessor shall not be liable for any damage either to

person or property sustained by the Lessee's, or other persons, particularly by individual members of Lessee, or for damage or loss suffered by the business or occupation of the Lessee due to the building or any part thereof becoming out of repair or arising from any acts or neglect of co-Lessees or other occupants of the building, or of other persons, or from bursting, overflowing or leaking of water, sewer or steam pipes, or from the heating or plumbing fixtures, or from electrical wires, or from gas, or odors, or caused in any other manner whatsoever.

#### ARTICLE 17 POST-DEFAULT PAYMENTS

No payment of money by the Lessee to the Lessor after the termination of this lease, in any manner, or after the giving of any notice by the Lessor to the Lessee, shall reinstate, continue or extend the terms of this lease or affect any notice given to the Lessee prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting the Lessor possession of said premises, the Lessor may receive and collect any sums of rent due or any other sums of money, whether as rent or otherwise, shall not waive said notice or in any manner affect any pending a suit or any judgment previously obtained.

#### Proceeds

Proceeds from any fire or casualty policy or policies shall be payable to the Lessor, who shall use such proceeds to make repairs as provided in Article 4.

#### ARTICLE 18 MISCELLANEOUS

#### Notice and Addresses

All notices provided to be given under this agreement shall be given by first class mail, addressed to the proper party, at

Lessor: Fleming Living Trust dated October 22, 2013  
PO Box 595  
Warrenton, NC 27589

Lessee: TOWN OF WARRENTON  
133 S. Main Street  
PO Box 281  
Warrenton, NC 27589

### Parties bound

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and also to their assigns when permitted by this agreement.

### Applicable Law

This agreement shall be construed under and in accordance with the laws of the State of North Carolina.

### Legal Construction

In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Further, the bold faced headings provided in this Agreement are for convenience in identifying the subject matter and are not to be used in interpreting the intent, meaning or effect of any clause of this agreement. This lease is to be construed to include an explicitly covenant of good faith and fair dealing between parties, each having as their ultimate goal the economic development of Warrenton and Warren County.

### Sole Agreement of the Parties

This agreement constitutes the entire Agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions herein contemplated. None of the Prior or contemporaneous negotiations, preliminary drafts, or prior versions of this Agreement leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

### Amendment

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.



### Rights and Remedies Cumulative

The rights and remedies provided by this lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

### No Waiver of Default

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other of the same or any other term, condition, or covenant contained herein.

### Time of Essence

Time is of the essence of this agreement.

### Exculpation of Lessor

If Lessor shall convey title to the leased premises pursuant to a sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignee or successor of Lessee as to any act or omission from and after such conveyance, except as same may violate the Lease or Purchase Agreement of even date between these two parties. This lease shall be subordinate to all loan agreements connected with this property.


*[ SIGNATURES TO FOLLOW ON NEXT PAGE ]*

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

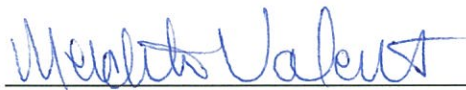
Lessor: FLEMING LIVING TRUST dated October 22, 2013

By:   
George Alvin Fleming  
Its: Trustee Date: May 07, 2020

Lessee: Town of Warrenton

By:   
Robert Davie  
Its: Town Manger Date: 5-7-20

The undersigned, Finance Officer, of Warrenton, Town of, has and hereby certifies that this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By:   
Meredith Valentine  
Its: Finance Director Date: May 7, 2020

## **MASTER LEASE AGREEMENT**

This lease agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, at Warrenton, North Carolina, by and between the Town of Warrenton, a municipal corporation, hereinafter called "Lessee," and Fleming Living Trust dated October 22, 2013, hereinafter called "Lessor."

### **ARTICLE 1**

#### **Demise, Description, Use, Term and Rent**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, those certain properties, hereinafter called the "leased premises," situated in Warrenton, NC, commonly known as 136 South Main Street; to be used only as a commercial property including the sublease thereof and in accordance with uses normally incident thereto and for no other purpose, for a term commencing March 1, 2020 for period of 38 months, unless modified before that date by mutual consent, for rental amount as specified in Article 2.

### **ARTICLE 2**

#### **Rent**

Lessee shall pay Lessor at P.O. Box 595, Warrenton, NC 27589, as rent for the leased premises, a sum determined annually in advance of the beginning of lease period. The amount charged shall be fifteen hundred dollars and no cents (\$1500) per month, with the lessor agreeing the rent for the first three (3) months shall be at a reduced rate of five hundred dollars and no cents (\$500) per month.

All payments due under the lease shall be payable without prior demand on the 1st day of each calendar month for which rent is paid, continuing thereafter until termination of this lease. The rent payment shall be due regardless of whether Lessee has members in occupancy of the premises.

Penalty for late payment. There shall be a five day grace period for the receipt of funds for rent. After this grace period Lessee shall pay an additional amount of \$50.00, which shall offset the cost of penalties, lost interest, and staff time incurred by the lessor due to the delay in payment.

### **ARTICLE 3**

#### **Fire and Casualty Damage**

Lessee shall give immediate notice to Lessor of fire or other casualty at the Property.

In the event the Property shall be damaged or destroyed in whole or in part by fire and other casualty, both Lessee and Lessor shall have the right to terminate this Lease by giving written notice to the other party.

Tenant acknowledges that Lessor will not carry insurance on Tenant's or Sub-Tenant's personal property, furniture, and improvements, and agrees that Lessor will not be obligated to repair any damage or replace the same.

#### ARTICLE 4 Property Management -- Lessee's Obligation

Item 1- LESSEE agrees to take responsibility for the ordinary and customary aspects of the property management, including recruitment of individual sub-tenants, day-to-day maintenance and repairs, and security, and to hold Lessor harmless therefrom. Lessee shall never take responsibility for any work relating to the property's roof, foundation, or any repairs involving the town's Historical District Commission.

Item 2- LESSEE intends to sublease the premises to no more than ten sub-tenants for commercial and professional office space.

Item 3- LESSEE or SUB-TENANT shall during the term hereof pay all charges for telephone, water and sewage, gas, and electricity used in or on the leased premises and for the removal off rubbish therefrom immediately on becoming due and shall hold Lessor harmless from any liability thereof.

Item 4- LESSEE agrees to require that all sub-tenants be subject to all rules and regulations and obligations of this lease for the use, maintenance, and restrictions on changes to the building.

Item 5- LESSEE agrees to keep the leased premises in good order and repair, at a standard equal to, or better than the condition of the property at the beginning of this lease.

Item 6- LESSEE shall not undertake any repair or maintenance tasks costing more than five hundred dollars (\$500.00) without consulting with LESSOR; however, Lessee is expected to report all major maintenance problems on a timely basis, and to correct all minor problems as necessary.

Item 7- LESSEE may not undertake, or contract to undertake any structural or use changes without the express consent of lessor.

Item 8- LESSEE agrees not to commit or allow any waste on the leased premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

#### ARTICLE 5 Lessor's Obligation

Item 1- LESSOR agrees to inspect the premises on at least an annual basis.

Item 2- LESSOR agrees to maintain property insurance and to pay property taxes on a timely basis.

#### ARTICLE 6 Security Deposit

A total security deposit of \$1500 will be deposited at First Citizens Bank in a non-interest bearing account following the payment to the Fleming Trust Account. It shall be returned to lessee within 30 days of the end of this lease.

#### ARTICLE 7 Quiet Possession

Lessor shall, on the commencement date of this lease place Lessee in quiet possession of the leased premises and shall secure it in the quiet possession thereof against all persons claiming the same during the entire lease term and any extension thereof.

#### ARTICLE 8 Extension

This agreement may be extended under the terms agreeable to both parties.

#### ARTICLE 9 Surrender of Premises

Lessee shall, without demand and at its own cost and expense before expiration or earlier termination of the term of this lease or of any extended term hereof, remove all property belonging to it and all alterations, additions, or improvements, and fixtures which by the terms of this Lease it is permitted to remove; and repair all damage to the leased premises caused by such removal. Any property not so removed shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor in its sole discretion sees fit.

Lessee agrees to and shall, on expiration or earlier termination of the term hereof or of any extended term hereof, promptly surrender and deliver the leased premises to Lessor without demand therefore in good condition, ordinary wear and tear excepted.

#### ARTICLE 10 Condemnation

If during the term of this lease or any extension or renewal thereof, all of the leased premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat

of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective as of the date of the taking of said premises by the condemning authority.

If less than all of the leased premises shall be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall not necessarily terminate but Lessor shall forthwith at its sole option and expenses, restore and construct the building and other improvements, situated on the leased premises, provided such restoration and reconstruction shall make the same reasonably tenantable and suitable for the uses for which the premises are leased. The rent payable hereunder during the unexpired portion of this lease shall be adjusted equitably.

#### ARTICLE 11 Defaults and Remedies

It is hereby agreed that in any proceeding or effort by Lessor to obtain relief and remedy of Lessee's default under this lease, Lessee shall be liable for Lessor's actual costs in such proceedings or other efforts, including actual, reasonable attorney fees.

#### ARTICLE 12 Inspection by Lessor

Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building, or any other legitimate purpose.

#### ARTICLE 13 Sublease

Lessee shall sublet only to those sub-tenants who will abide by the terms and conditions of this agreement. It is expressly understood that Lessee is required to use its best efforts to keep the premises fully leased, as set forth more particularly in the following paragraphs:

"Subleases" shall mean any and all lease, subleases, or other agreements (written or oral, now or hereafter in effect) which grant a possessory interest in or the right to use a portion of the premises, except for this lease by which Lessor is granted a possessory interest in the premises. "Sublessees" and "Sub-tenant" shall mean those who enter into sublease.

"Rents" shall mean the immediate, absolute and continuing right to collect and receive all of the rents, income, revenues, and profits to which Lessee is now or may hereafter become entitled, or may demand or claim, arising from the Subleases or from the premises (or any part thereof), subject only to the limited license granted below to Lessee.

Sublease provisions:

Item 1- From and after the initial date of this lease, Lessee shall require that each and every Sublessee agree in writing, as a precondition of occupancy of the premises, that (1) he or she understands that the premises are owned by Lessor, (2) that the Sublease will deliver all monthly rent payments to Lessee. Sublessee shall agree to submit such payments in timely fashion, as directed by Lessee.

Item 2- Lessee shall not permit any occupancy of the premises except pursuant to a written lease or agreement without a copy to the Lessor.

Item 3- Assignment by Lessor. Lessor expressly retains the right to assign any or all of its interest under the terms of this lease.

ARTICLE 15  
Indemnification

Lessee, at its expense, shall indemnify and defend Lessor, its licensees, servants, agents, employees and contractors, from any loss, damage, claim, liability or expense, (including attorney fees) of any kind, type or description, including without limitation, claims for bodily injury, disease, death, property damage or environmental clean-up arising directly or indirectly out of or in connection with the condition of the Property, the use or misuse thereof by Lessee or licensees, servants, agents, employees or contractors, the failure of Lessee to comply with any covenant of this Lease, or any other event on or relating to the Property, whatever the cause.

ARTICLE 16  
LESSEE'S PROPERTY ON PREMISES AT LESSEE'S RISK

All personal property of any kind or description whatsoever upon or in the said premises shall be at the Lessee's sole risk, and the Lessor shall not be liable for any damage either to person or property sustained by the Lessee's, or other persons, particularly by individual members of Lessee, or for damage or loss suffered by the business or occupation of the Lessee due to the building or any part thereof becoming out of repair or arising from any acts or neglect of co-Lessees or other occupants of the building, or of other persons, or from bursting, overflowing or leaking of water, sewer or steam pipes, or from the heating or plumbing fixtures, or from electrical wires, or from gas, or odors, or caused in any other manner whatsoever.

ARTICLE 17  
POST-DEFAULT PAYMENTS

No payment of money by the Lessee to the Lessor after the termination of this lease, in any manner, or after the giving of any notice by the Lessor to the Lessee, shall reinstate, continue or extend the terms of this lease or affect any notice given to the Lessee prior to the

payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting the Lessor possession of said premises, the Lessor may receive and collect any sums of rent due or any other sums of money, whether as rent or otherwise, shall not waive said notice or in any manner affect any pending a suit or any judgment previously obtained.

#### Proceeds

Proceeds from any fire or casualty policy or policies shall be payable to the Lessor, who shall use such proceeds to make repairs as necessary at the discretion of the Lessor.

### ARTICLE 18 MISCELLANEOUS

#### Notice and Addresses

All notices provided to be given under this agreement shall be given by first class mail, addressed to the proper party, at

Lessor: Fleming Living Trust dated October 22, 2013  
PO Box 595  
Warrenton, NC 27589

Lessee: TOWN OF WARRENTON  
133 S. Main Street  
PO Box 281  
Warrenton, NC 27589

#### Parties bound

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and also to their assigns when permitted by this agreement.

#### Applicable Law

This agreement shall be construed under and in accordance with the laws of the State of North Carolina.



### Legal Construction

In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Further, the bold faced headings provided in this Agreement are for convenience in identifying the subject matter and are not to be used in interpreting the intent, meaning or effect of any clause of this agreement. This lease is to be construed to include an explicitly covenant of good faith and fair dealing between parties, each having as their ultimate goal the economic development of Warrenton and Warren County.

### Sole Agreement of the Parties

This agreement constitutes the entire Agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions herein contemplated. None of the Prior or contemporaneous negotiations, preliminary drafts, or prior versions of this Agreement leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

### Amendment

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

### Rights and Remedies Cumulative

The rights and remedies provided by this lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

### No Waiver of Default

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other of the same or any other term, condition, or covenant contained herein.

#### Time of Essence

Time is of the essence of this agreement.

#### Exculpation of Lessor

If Lessor shall convey title to the leased premises pursuant to a sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignee or successor of Lessee as to any act or omission from and after such conveyance, except as same may violate the Lease or Purchase Agreement of even date between these two parties. This lease shall be subordinate to all loan agreements connected with this property.

*[ SIGNATURES TO FOLLOW ON NEXT PAGE ]*

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

Lessor: FLEMING LIVING TRUST dated October 22, 2013

By: \_\_\_\_\_  
George Alvin Fleming  
Its: Trustee Date:\_\_\_\_\_

Lessee: Town of Warrenton

By: \_\_\_\_\_  
Robert Davie  
Its: Town Manger Date:\_\_\_\_\_

The undersigned, Finance Officer of the Town of Warrenton, has and hereby certifies this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Meredith Valentin  
Its: Finance Officer Date:\_\_\_\_\_



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](http://www.warrenton.nc.gov)

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**Proposed Budget Process:**

- Presentation of draft budget for FY 2023-24 to BOC at the May 8, 2023, regular meeting.
- Schedule budget work session if needed and/or contact Town Administrator directly with questions.
- Presentation of Budget and Budget Ordinance at the June 12, 2023, regular BOC meeting.

**General Comparison Information:**

- FY 2024-25, not the coming proposed year but the following year, will be a revaluation year and a tax increase will be necessary. It will be the first increase in property taxes in 16 years or in two revaluation cycles.
- Sales tax, once typically one half of the revenue of property taxes may exceed property tax collections altogether in FY 2024-25.
- Property taxes used to offset the entire budget of the police department, but now represent just two thirds of the PD budget.

# Flood Mitigation Program

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## Overview

The State of North Carolina provided funds to the Golden LEAF Foundation to award funds to units of local government for public infrastructure projects for flood mitigation.

## Award Amount

Up to \$250,000 may be awarded per project.

## Eligible Entities

Funds may only be awarded to units of local government. Local governments from all 100 counties are eligible.

For purposes of this program, units of local governments include counties and cities and their boards, agencies, commissions, authorities, and institutions.

## Eligible Projects

Construction of new or improvement of existing publicly owned stormwater infrastructure, including natural drainage infrastructure and flood control equipment.

Repair of existing stormwater infrastructure damaged or destroyed by flooding, which must include improvements to mitigate against future flooding.

Engineering expenses related to planning and development of flood mitigation solutions.

**VIEW SLIDES & RECORDING OF  
THE WEBINAR**

**DOWNLOAD PROGRAM  
GUIDELINES**

## Ineligible Projects

This program is focused on mitigating the causes of flooding.

### *Stream Debris Removal*

At this time, stream debris removal is **not** an eligible use of funds in this program. Applicants are encouraged to pursue the [Streamflow Rehabilitation Assistance Program](#) through the Department of Agriculture and/or stream debris removal funds available through the Department of Environmental Quality.

### *Buildings, Generators, Etc.*

Funds may **not** be used for projects to improve or alter other infrastructure, including elevation of buildings, elevation of controls or other improvements of water or sewer infrastructure, or other related projects to protect the infrastructure from flooding.

### *Land Acquisition*

Funds may **not** be used to acquire property, regardless of intended use.

# **Application Review and Notification**

Applicants will be notified when their proposal is scheduled for consideration at a meeting of the Golden LEAF Board of Directors. This notification typically occurs no less than ten days prior to a regularly scheduled meeting. Applications will not necessarily be taken up at the next meeting of the Board or in the order they are received.

The Golden LEAF Board of Directors will decide whether or not to fund the proposal, request more information, or take some other action. Communications regarding the application and the Board's action will be sent to the Project Director on the application form.

## **RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Town of Warrenton has need for and intends to construct, plan for, or conduct a study in projects described as:

- **WWTP – Oxidation Ditch No. 1 Cleanout/Oxidation Ditch No. 2 Rotor Replacements**
- **Stormwater Planning**, and

WHEREAS, The Town of Warrenton intends to request State loan and/or grant assistance for the project,

### **NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF WARRENTON:**

That the Town of Warrenton, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Warrenton to make a scheduled repayment of the loan, to withhold from the Town of Warrenton any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Robert Davie, Town Administrator the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the April 10, 2023 at Warrenton, North Carolina.

\_\_\_\_\_  
(Signature of Chief Executive Officer)

Mayor

\_\_\_\_\_  
(Title)



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**FORM FOR CERTIFICATION BY THE RECORDING OFFICER**

The undersigned duly qualified and acting Town Clerk of the Town of Warrenton does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council of the Town of Warrenton duly held on the 10<sup>th</sup> day of April 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of April, 2023.

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(Signature of Recording Officer)

Town Administrator

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(Title of Recording Officer)

## **RESOLUTION BY THE TOWN COUNCIL OF WARRENTON, NORTH CAROLINA**

### **Adopting and Implementing the Updated Town of Warrenton's Wastewater Treatment Plant Asset Management Plan**

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#### **RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Town of Warrenton has made a comprehensive effort to compile available information into a single document that presents an inventory and conditional assessment of the Warren County Regional Wastewater Treatment Plant (WWTP); and includes a 10-year Capital Improvements Plan with cost estimates; and includes an Operations and Maintenance Plan to ensure the proper management of the WWTP assets; and

WHEREAS, The plan, as designed, will be updated regularly and will serve the Town well as a management tool for the planning and operation and maintenance of the WWTP; and

WHEREAS, The plan, originally adopted and implemented on January 9, 2012, was updated and presented to the Town Council of Warrenton during the regular Council meeting held on April 10, 2023 for Council members' review, comment and adoption.

#### **NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF WARRENTON**

that the updated Town of Warrenton's Asset Management Plan for the WWTP is hereby adopted this date by the Town Council of the Town of Warrenton.

**ADOPTED**, this the 10<sup>th</sup> day of April, 2023 at Warrenton, North Carolina.

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Walter Gardner, Mayor

(Seal)

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Robert Davie, Town Administrator

## **RESOLUTION BY THE TOWN COUNCIL OF WARRENTON, NORTH CAROLINA**

### **Adopting the Updated Town of Warrenton's 10-Year WWTP Capital Improvements Plan**

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#### **RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Town of Warrenton operates and maintains a 2.0 MGD Wastewater Treatment Plant under NPDES Permit No. NC0020834 issued by the State of North Carolina, and

WHEREAS, WHEREAS, the Town of Warrenton has developed a 10-Year Wastewater Treatment Plant Capital Improvements Plan to identify needed capital improvements and their costs,

#### **NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF WARRENTON**

That, the Town of Warrenton Town Council hereby adopts the updated 10-Year Wastewater Treatment Plant Capital Improvements Plan as a guidance document for pursuing capital improvement funds to keep the wastewater treatment plant in good operating order, and

That town staff, under the direction of the Mayor and Town Council, shall regularly review and update the Wastewater Treatment Plant Capital Improvements Plan to ensure compliance with all federal, state and local regulations.

**ADOPTED**, this the 10<sup>th</sup> day of April, 2023 at Warrenton, North Carolina.

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Walter Gardner, Mayor

(Seal)

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Robert Davie, Town Administrator

**Table 6-1. 10-Year WWTP Capital Improvement Plan (Updated/Adopted April 10, 2023)**

Town of Warrenton WWTP 10-Year Capital Improvements Plan													
Capital Improvement Project	Total Project Cost	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	TOTAL FY 2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	TOTAL FY 2027-2032
Oxidation Ditch No. 1 Clean out (per NOV)	\$ 250,000	\$ 250,000					\$ 250,000						\$ -
Oxidation Ditch No. 2 Rotor Replacements	\$ 500,000	\$ 500,000					\$ 500,000						\$ -
Flood Protection Berm @ Influent Pump Sta.	\$ 250,000	\$ 250,000					\$ 250,000						\$ -
Replace 1,740 GPM Influent Sewage Pumps	\$ 750,000		\$ 750,000				\$ 750,000						\$ -
Operations Bldg. Training Room/Office annex	\$ 300,000			\$ 300,000			\$ 300,000						\$ -
Tertiary Filter Building Rehabilitation	\$ 3,500,000				\$ 1,750,000	\$ 1,750,000	\$ 3,500,000						\$ -
Convert to UV Disinfection	\$ 1,200,000				\$ 1,200,000		\$ 1,200,000						\$ -
Install Septage Dumping Station	\$ 250,000						\$ -	\$ 250,000					\$ 250,000
Repave drives at WWTP	\$ 725,000						\$ -		\$ 725,000				\$ 725,000
							\$ -						\$ -
							\$ -						\$ -
							\$ -						\$ -
<b>TOTAL</b>	<b>\$ 7,725,000</b>	<b>\$ 1,000,000</b>	<b>\$ 750,000</b>	<b>\$ 300,000</b>	<b>\$ 2,950,000</b>	<b>\$ 1,750,000</b>	<b>\$ 6,750,000</b>	<b>\$ 250,000</b>	<b>\$ 725,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 975,000</b>

**Notes:**

1. The Capital Improvement Plan includes capital projects (those greater than or equal to \$10,000) to replace or upgrade capital equipment that was categorized as Poor or Very Poor or equipment that has an estimated replacement date within the next 10 years.
2. It is assumed that projects with an estimated project cost greater than \$30,000 will be funded with 20 year loans with an interest rate of 2.45%. Year 1 estimated costs for these projects include a 2% closing fee.
3. The estimated total project cost is distributed over the life of the project (up to 20 years) and includes project costs (excluding debt service) covered by grants, loans. Costs associated with a project may be distributed in fiscal years after 2032, and that distribution is not presented in this table.