

Walter M. Gardner, Jr. – Mayor Robert Davie - Town Administrator P.O. Box 281 Warrenton, NC 27589-0281 (252) 257-1122 Fax (252)2579219 www.warrenton.nc.gov

## BOARD OF COMMISSIONERS REGULAR MEETING 6:45 PM Public Hearing – Ordinance Changes 7:00 PM November 14, 2022 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 and Public Hearing on October 10, 2022
- 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. Farmers Market Update Crystal Smith and Jere Ann King
- 7. Committee Reports
  - a. Finance and Administration (Ms. Hunter)
  - b. Public Works (Mr. Fleming)
  - c. Public Safety (Mr. Ayscue)
  - 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)
- 8. Old Business
  - a. Status of Grants for information
  - b. Nuisances Update for discussion
  - c. NCDOT Encroachment Agreement for radar signs for consideration
  - d. Christmas Parade Resolution (DOT Requirement) for consideration
  - e. Revised Grant Project Ordinance CDBG NR for consideration
  - f. Budget Amendment CDBG NR Grant for consideration
  - g. Revised Grant Project Ordinance ARP for consideration
  - h. ARP Policy Adoptions Eligible Use, Allowable Costs, Record Retention, Civil Rights, Conflict of Interest -- for consideration
  - i. ARP Expenditure Battle Avenue Storm Water for consideration
  - j. ARP Expenditure Spring Street for consideration
  - k. ARP Expenditure Zoom and Invoice Cloud for consideration
- 9. New Business
  - a. Zoning and Historic District Permitting / Compliance Software for consideration
  - b. Appointments to Zoning Board of Adjustments for consideration
- 10. Announcements
  - a. Employee Appreciation Luncheon December 6<sup>th</sup> at 12:00 noon at the fire station
- 11. Adjournment

## **Conflict of Interest Disclaimer**

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

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

#### **Citizen Comments**

#### **Rules for Citizen Comments**

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

Town of Warrenton
Board of Commissioners



Walter M. Gardner, Jr. – Mayor Robert F. Davie, Jr. – Town Administrator P.O. Box 281 Warrenton, NC 27589-0281 (252) 257-1122 Fax (252) 257-9219 www.warrenton.nc.gov

# BOARD OF COMMISSIONERS REGULAR MONTHLY MEETING October 10, 2022 7:00 P.M. Minutes

Those in attendance were:

Mayor Walter Gardner
Commissioner John Blalock
Commissioner Jason Young
Commissioner Aaron Ayscue
Town Administrator, Robert Davie
Goble Lane, Chief of Police
Bill Perkinson, Public Works Director
Tracy Stevenson, Minute Taker

Commissioner Michael Coffman Commissioner Al Fleming Commissioner Margaret Britt

### <u>Call to Order – Pledge of Allegiance and Moment of Silence</u>

Mayor Gardner called the regular monthly meeting of the Town of Warrenton Board of Commissioners to order on Monday, October 10, 2022 at 7:00 p.m. A Moment of Silence was held for all who are sick, suffering, and in need. Mayor Gardner asked that everyone remember the nation's fallen firefighters as they were recognized for their service and sacrifice on Saturday, October 8<sup>th</sup>. 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. Mayor Gardner asked that the following change be made to the agenda:

7. Old Business – remove items d. and e. as they were inadvertently carried over from last month's agenda.

Commissioner Blalock made a motion to approve the proposed agenda and requested changes, with a second by Commissioner Young. The motion was approved by unanimous vote.

#### **Public Comments**

There were no public comments.

#### **Minutes**

The minutes of the September 12, 2022, Board of Commissioners meeting, and minutes of the Public Hearing – September 12, 2022, were presented. Commissioner Coffman made a motion to approve the minutes as presented, with a second by Commissioner Blalock. 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 Britt. The motion was approved by unanimous vote.

#### **Committee Reports**

- (a) Finance and Administration –In Commissioner Hunter's absence, Town Administrator, Robert Davie stated that the FY 2021/22 audit was underway and should be complete by the end of October. There was no additional reports.
- (b) Public Works Commissioner Fleming had no additional report other than agenda items.
- (c) Public Safety Commissioner Ayscue reported the Police Department was doing more traffic stops which seems to be slowing down some of the speeding in town. He stated he appreciates the Police Department's diligence with this ongoing issue. There was no additional report.
- (d) Human Resources Information Technology Commissioner Blalock had no report. He inquired about the current vacancy in the Police Department. Chief Lane stated that he has plans to speak with several of the current VGCC BLET students and to continue to advertise the open position.
- (e) Revitalization/Historic District Commission Commissioner Coffman reported that the Historic District Commission did not have any applications in September. He further stated that the Harvest Festival went well. He announced Fright Night will be held on October 22, 2022 from 5:00 p.m. to 8:00 p.m. He presented three applicants for Chair positions on the Revitalization Committee: Mark Wethington, Daniel Beech, and Georgiana Weddington. Mayor Gardner asked if the applicants were current members of the Committee. Commissioner Coffman stated only Georgiana Weddington was a current member. Commissioner Coffman made a motion to appoint Mark Wethington and Daniel Beech to the Revitalization Committee, with a second by Commissioner Ayscue. The motion was approved by unanimous vote. Commissioner Coffman made a motion to appoint Mark Wethington, Daniel Beech, and Georgiana Weddington as chair persons for subcommittees for the Revitalization Committee, with a second by Commissioner Ayscue. The motion was approved by unanimous vote. Coffman said he'd been in discussion with the Rotary Club regarding a Christmas parade. Chief Lane stated that road closures require a 90-day notice to the State in order to receive a permit. After some discussion and investigation, it was determined that if the town

- sponsored the event there would be no need for prior state approval in obtaining the permit for the road closure.
- (f) Beautification/Facilities Commissioner Britt had no additional report other than agenda items.
- (g) Planning/Zoning/Annexation Commissioner Young reported that the Planning Board approved a Special Use application for an Air BNB at 111 Brehon Street. Commissioner Britt stated that she felt this would be an asset to the town as we have no hotels or motels. The board agreed to hold a public hearing on November 14, 2022, at 6:45 p.m. to hear public comments in reference to same. Commissioner Young stated the rough draft of the Comprehensive Plan would be presented for review most likely at the November BOC meeting.

### **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. Waiting for electrical components. Delays in manufacturing.

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. NC Commerce and Main Street extended the grant deadline to December 31, 2022. New owners applied for transfer of grand funding from Commerce. Commerce has approved transfer of grant. Into six-month job reporting period.

**Fund 67 – NC Neighborhood Revitalization Program** – Visited home dealer in Roanoke Rapids with three homeowners and grant administrator to select models to put on order. Citizen Ida Perry was in attendance and submitted a letter thanking the town and Town Administrator, Robert Davie for their work in blessing her with a new home.

**Fund 68 – Building Reused Grant** – Town awarded \$50,000 from NC Commerce for Warrenton Veterinary Clinic. Grant deadline extended to December 12, 2022. Reimbursement from NC Commerce has been received and paid out to 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** – R. Davie attended Brownfield Conference in Oklahoma City. Grant funds may NOT be utilized for building reconstruction, only environmental remediation.

**Fund 74 – USDA Community Facilities \$154,488 (trucks)** – Trucks are on order with Chevrolet.

### **Grant Applications since last BOC meeting:**

NC Commerce Rural Transformation Grant - \$270,000 for municipal parking lot NC DEQ Water, Sewer, and WWTP needs - \$15,000,000

NC DEQ Stormwater AIA grant – for study of stormwater issues

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

**(b) Speeding Sign Funding** – Town Administrator, Robert Davie presented a quote for three solar powered, flashing speed signs for \$10,029.00. Mr. Davie stated he had spoken with Carroll Harris, Mayor of the Town of Macon, who is currently using two of the signs. Mr. Harris stated that the flashing signs have significantly slowed down traffic.

Commissioner Blalock stated that we should try implementing the signs before asking DOT to lower the speed limit in the areas. Commissioner Young made a motion to purchase three signs from Kustom Signals using ARP funds, with a second by Commissioner Blalock. The motion was approved by unanimous vote.

(c) Bar and Adult Ordinance Changes, Planning Board Recommendations – Town Administrator, Robert Davie, presented amended ordinance changes as section 151.113, recommended by the Planning Board, along with meeting minutes. There was discussion on the addition of Adult Establishments to the Industrial zoned areas and on the Bars, Breweries and Distillery having at least two hundred feet from a religious institution, school, park or residentially zoned property and having a maximum of two non-revenue producing pool tables per establishment. Commissioner Blalock made a motion to approve the ordinances as presented, with a second by Commissioner Coffman. The motion was approved by unanimous vote.

#### **New Business**

- (a) Revised Grant Project Ordinance Downtown Redevelopment Grant Town Administrator, Robert Davie informed the board that there was an increase in legal fees which required an update to the Grant Project Ordinance. Commissioner Blalock made a motion to approve the revised project ordinance along with Budget Amendment #3, with a second by Commissioner Coffman. The motion was approved by unanimous vote.
- (b) Plummer Hook and Ladder Museum Funds Transfer Town Administrator, Robert Davie presented a request for approval to annually transfer funds from the Town's budget to the Plummer Hook and Ladder Museum. This would be a transfer of the designated, appropriated, and unused funds to their newly formed 501-C3. Commissioner Blalock made a motion to approve the ongoing annual transfer and Budget Amendment #4, with a second by Commissioner Britt.

<u>Announcements</u> – There were none.

With no further business, the meeting was adjourned.



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# PUBLIC HEARING FOR PROPOSED ORDINANCES October 10, 2022 6:45 PM

Mayor Gardner called the Public Hearing of the Town of Warrenton Board of Commissioners to order on Monday, October 10, 2022 at 6:45 p.m. The purpose of this public hearing is to receive comments on a variety of proposed ordinances including but not limited to alcohol and adult establishments. Those attending were Mayor Walter Gardner, Town Administrator, Robert Davie, Commissioners Aaron Ayscue, John Blalock, Margaret Britt, Michael Coffman, Al Fleming, and Jason Young, Chief Goble Lane, and Tracy Stevenson.

Mayor Gardner asked for public comments. With no comments voiced during the Public Hearing, the meeting was closed.

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34 FRONTIER WARREN							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance F	Percent
Revenues							
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 Frontie Warren	er 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	155.00	(345.00)	31%
34-351-422 Rent Paid to Town Frontier Warren	42,320	0.00	960.00	960.00	9,030.00	(33,290.00)	21%
34-352-363 Donations	0	0.00	0.00	0.00	80.00	80.00	
Revenues Tota	als: 57,820	0.00	960.00	960.00	9,265.00	(48,555.00)	16%
Expenses							
34-405-203 Supplies	900	0.00	0.00	0.00	10.00	890.00	1%
34-405-250 Lights/Heat/Security	4,250	1,640.10	219.06	219.06	1,179.90	1,430.00	66%
34-405-251 Telephone/Internet	3,000	1,530.03	306.94	306.94	1,422.76	47.21	98%
34-405-255 Bldg Maint/Clean Srvs	6,000	4,700.00	100.00	100.00	380.00	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	0.00	0.00	42.50	127.50	25%
34-405-422 Rent Paid by Town	36,000	21,000.00	3,000.00	3,000.00	15,000.00	0.00	100%
34-405-499 Miscellaneous	1,000	0.00	0.00	0.00	0.00	1,000.00	
Non-Departmental Tota	als: 52,820	28,870.13	3,626.00	3,626.00	18,035.16	5,914.71	89%
34-431-700 NC IDEA Grant Expense	5,000	0.00	0.00	0.00	0.00	5,000.00	
Tota	als: 5,000	0.00	0.00	0.00	0.00	5,000.00	
Expenses Tota	als: 57,820	28,870.13	3,626.00	3,626.00	18,035.16	10,914.71	81%
34 FRONTIER WARREN Re	venues Over/(Under	) Expenses:	(2,666.00)	(2,666.00)	(8,770.16)		

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
37-302-301 Ad Valorem Taxes - Current	424,000	0.00	49,328.25	49,328.25	51,441.06	(372,558.94	) 12%
37-302-302 Ad Valorem Taxes - Prior Year	8,500	0.00	1,237.26	1,237.26	2,176.65	(6,323.35	) 26%
37-302-303 Ad Valorem Taxes - all other prior years	8,500	0.00	4.66	4.66	1,136.06	(7,363.94	) 13%
37-302-304 Ad Valorem Taxes - Penalties & Interest	3,300	0.00	119.12	119.12	718.84	(2,581.16	) 22%
37-307-310 Motor Vehicles - Current	41,000	0.00	0.00	0.00	7,680.35	(33,319.65	) 19%
37-320-320 Local Option Sales Tax Monthly	340,000	0.00	32,229.52	32,229.52	32,229.52	(307,770.48	) 9%
37-320-321 Annual Refund of Sales Tax the Town paid	33,500	0.00	22,519.79	22,519.79	22,519.79	(10,980.21	) 67%
37-325-325 Utility Franchise Tax Quarterly	86,000	0.00	0.00	0.00	0.00	(86,000.00	)
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	132.44	132.44	132.44	(867.56	) 13%
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	0.00	148.12	(451.88	) 25%
37-335-335 Powell Bill	24,888	0.00	0.00	0.00	14,506.69	(10,381.31	58%
37-345-345 Zone Board of Adj	400	0.00	100.00	100.00	1,300.00	900.00	325%
37-345-346 Code Enforcement	2,750	0.00	200.00	200.00	925.00	(1,825.00	34%
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	15,085.74	15,085.74	61,359.85	(123,728.15	33%
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	15.00	15.00	15.00	(35.00	30%
37-351-357 Court Fees	300	0.00	4.50	4.50	99.00	(201.00	33%
37-351-360 Cell Tower Rent	62,340	0.00	0.00	0.00	8,085.00	(54,255.00)	) 13%
37-351-361 Parking/Ordinance Collections PD	250	0.00	220.00	220.00	365.00	115.00	) 146%
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	0.00	17.34	(32.66	) 35%

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance F	Percent
37-365-002 NCCMT Debt Setoff Disbursement	0	0.00	0.00	0.00	(143.05)	(143.05)	
37-365-351 Revitalization Comm	9,500	0.00	1,450.00	1,450.00	2,550.00	(6,950.00)	27%
37-365-358 Branded Merchandise for Sales	40	0.00	0.00	0.00	20.00	(20.00)	50%
37-365-370 WWTP 25% of GF Exp	56,781	0.00	0.00	0.00	14,652.60	(42,128.40)	26%
37-365-371 WS 25% of GF Exp	105,308	0.00	0.00	0.00	26,753.52	(78,554.48)	25%
37-365-410 Interest Investment NCCMT	50	0.00	0.00	0.00	2,652.04	2,602.04	5304%
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 Apropriated Fund Balance (Budget Only)	100,328	0.00	0.00	0.00	0.00	(100,328.00)	
Revenues Totals:	1,526,348	0.00	122,646.28	122,646.28	251,404.82	(1,274,943.18)	16%
Expenses							
37-401-010 Salary - Full Time	170,397	0.00	13,288.66	13,288.66	55,786.64	114,610.36	33%
37-401-012 Salary - Adm Assistant	51,530	0.00	3,907.20	3,907.20	17,582.40	33,947.60	34%
37-401-020 ER-FICA Taxes	12,686	0.00	1,015.98	1,015.98	4,264.97	8,421.03	34%
37-401-021 ER-FICA Taxes - Adm Assistant	3,928	0.00	298.30	298.30	1,342.35	2,585.65	34%
37-401-030 ER-Retirement - Orbit	41,917	0.00	3,258.62	3,258.62	13,774.47	28,142.53	33%
37-401-040 ER-Health Insurance	24,350	11,363.36	2,506.35	2,506.35	12,161.64	825.00	97%
37-401-050 ER-Life Insurance	576	336.00	48.00	48.00	240.00	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	51.87	51.87	121.25	1,078.75	10%
37-401-203 Supplies	5,000	522.55	120.22	120.22	878.21	3,599.24	28%
37-401-250 Light, Heat & Security	12,000	3,697.78	356.22	356.22	2,070.22	6,232.00	48%
37-401-251 Telephone & Postage	3,000	1,872.72	276.45	276.45	880.48	246.80	92%
37-401-255 Bldg. Maint/ Clean SVS	6,167	4,456.56	502.33	502.33	1,137.33	572.78	91%
37-401-256 Bank Fees/ Petty Cash	3,600	0.00	350.00	350.00	1,200.00	2,400.00	33%
37-401-295 Training	1,400	0.00	0.00	0.00	0.00	1,400.00	
37-401-301 Computer Maint	3,600	1,432.00	358.00	358.00	781.00	1,387.00	61%

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance Pe	ercent
37-401-302 Software Support	3,300	1,238.33	96.98	96.98	1,483.19	578.48	82%
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	600	0.00	0.00	0.00	0.00	600.00	
37-401-309 Advertising	4,483	0.00	346.13	346.13	3,932.63	549.87	88%
37-401-310 Dues & Subscriptions	3,000	279.00	136.00	136.00	557.00	2,164.00	28%
37-401-325 NC Sales/Use Tax Paid (No Tax)	700	0.00	79.15	79.15	169.09	530.91	24%
37-401-400 Liability Insurance	6,200	0.00	0.00	0.00	1,262.14	4,937.86	20%
37-401-401 County Tax Collection Svs	8,000	0.00	760.36	760.36	853.25	7,146.75	11%
37-401-405 Audit Expense	10,667	6,517.01	1,470.86	1,470.86	4,149.99	0.00	100%
37-401-415 Economic Development	54,000	0.00	0.00	0.00	52,026.00	1,974.00	96%
37-401-420 Attorney Fees	3,500	0.00	0.00	0.00	0.00	3,500.00	
37-401-497 Sales & Uses Tax Expense	0	0.00	0.00	0.00	5,608.68	(5,608.68)	
37-401-499 Miscellaneous Expense	3,000	0.00	0.00	0.00	829.67	2,170.33	28%
37-401-801 Town Hall Roof Loan-Principal	5,555	0.00	451.28	451.28	1,805.12	3,749.88	32%
37-401-803 USDA Town Hall/WS Loan Principal	4,486	0.00	0.00	0.00	0.00	4,486.00	
37-401-831 Town Hall Roof Loan - Interest Admin	113	0.00	20.98	20.98	83.92	29.08	74%
37-401-833 USDA Town Hall/WS Loan Interest	2,794	0.00	0.00	0.00	0.00	2,794.00	
37-401-998 Contingency	3,392	0.00	0.00	0.00	0.00	3,391.83	
General Government Totals:	458,815	31,715.31	29,699.94	29,699.94	185,742.11	241,357.58	47%
37-402-014 Mayor Part Time Salary	1,500	0.00	125.00	125.00	500.00	1,000.00	33%
37-402-020 ER - FICA TAXES	115	0.00	9.56	9.56	38.24	76.76	33%
37-402-200 Travel Expense	400	0.00	0.00	0.00	0.00	400.00	
37-402-295 Training	225	0.00	0.00	0.00	0.00	225.00	
37-402-402 Commission offsite meetings	150	0.00	0.00	0.00	150.00	0.00	100%
Governing Body Totals:	2,390	0.00	134.56	134.56	688.24	1,701.76	29%

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance F	Percent
37-405-345 Zoning/Ordinances	10,000	3,456.88	5,000.00	5,000.00	6,543.12	0.00	100%
37-405-407 Branded Clothing Sales	500	0.00	0.00	0.00	0.00	500.00	
37-405-430 Historic District Comm	220	0.00	0.00	0.00	0.00	220.00	
37-405-440 Run Warrenton 5K	2,500	0.00	0.00	0.00	0.00	2,500.00	
37-405-450 Revitalization Comm	9,500	130.00	1,550.00	1,550.00	1,550.00	7,820.00	18%
37-405-470 Small Town Maint St	2,200	0.00	0.00	0.00	375.00	1,825.00	17%
Non-Departmental Totals:	24,920	3,586.88	6,550.00	6,550.00	8,468.12	12,865.00	48%
37-501-010 SALARY FULL TIME	257,061	0.00	16,859.68	16,859.68	82,206.00	174,855.00	32%
37-501-014 Salary - Part Time	20,000	0.00	3,920.00	3,920.00	15,160.00	4,840.00	76%
37-501-016 Police Clerical Salary	35,495	0.00	3,086.40	3,086.40	13,888.80	21,606.20	39%
37-501-019 Salary - Over-Time	5,000	0.00	1,016.18	1,016.18	3,376.34	1,623.66	68%
37-501-020 ER-FICA Taxes	24,469	0.00	1,887.89	1,887.89	8,702.36	15,766.64	36%
37-501-030 ER - Retirement Orbit	60,816	0.00	4,140.38	4,140.38	17,538.19	43,277.81	29%
37-501-031 ER - 401K 5%	13,191	8,720.88	893.79	893.79	4,279.12	191.00	99%
37-501-040 ER - Health Insurance	46,712	24,848.42	2,424.12	2,424.12	13,247.22	8,616.36	82%
37-501-050 ER - Life Insurance	1,010	496.00	96.00	96.00	464.00	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	0.00	0.00	0.00	0.00	1,000.00	
37-501-203 Supplies	3,000	504.01	242.06	242.06	1,235.84	1,260.15	58%
37-501-204 Uniforms	2,000	0.00	1,478.52	1,478.52	1,997.61	2.39	100%
37-501-205 Equipment & Material	3,500	60.06	670.15	670.15	1,261.62	2,178.32	38%
37-501-250 Light, Heat & Security	8,908	4,019.57	280.98	280.98	1,748.43	3,140.00	65%
37-501-251 Telephone & Postage	9,767	6,516.40	1,412.71	1,412.71	3,241.76	8.84	100%
37-501-252 Fuel	20,000	12,481.97	2,048.31	2,048.31	7,518.03	0.00	100%
37-501-255 Bldg Maint/Clean Svs	5,604	4,455.56	424.68	424.68	874.67	273.77	95%
37-501-295 Training	2,000	0.00	0.00	0.00	189.00	1,811.00	9%
37-501-301 Computer Maint	5,106	2,664.00	666.00	666.00	1,482.00	960.00	81%
37-501-302 Software Support	6,740	562.00	239.74	239.74	5,657.49	520.51	92%
37-501-351 Maint & Repair Equip	3,500	174.00	85.47	85.47	85.47	3,240.53	7%

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance P	ercent
37-501-370 2019 Dodge Car 100	1,500	1,000.00	175.00	175.00	266.66	233.34	84%
37-501-371 2017 Dodge Car 200	1,500	500.00	0.00	0.00	992.52	7.48	100%
37-501-372 2016 Dodge Car 300	1,500	1,000.00	97.34	97.34	269.68	230.32	85%
37-501-373 2017 Dodge Car 400	4,722	1,000.00	709.82	709.82	2,720.75	1,001.25	79%
37-501-374 2010 Ford Car 500	1,500	1,000.00	0.00	0.00	275.66	224.34	85%
37-501-375 2008 Ford Car 600	1,500	0.00	195.29	195.29	1,065.75	434.25	71%
37-501-376 2019 Dodge Car 700	1,500	1,001.96	57.58	57.58	348.77	149.27	90%
37-501-400 Liability Insurance	16,952	0.00	0.00	0.00	4,237.87	12,714.13	25%
37-501-415 Police Shots Medical	1,000	0.00	0.00	0.00	0.00	1,000.00	
37-501-433 COP Program	500	0.00	500.00	500.00	500.00	0.00	100%
37-501-436 PD Narcotics Tax/Proceeds	142	0.11	141.89	141.89	141.89	0.00	100%
37-501-499 Miscellaneous	4,660	1,285.40	786.89	786.89	2,473.31	901.29	81%
37-501-801 Town Hall Roof Loan Principal	5,280	0.00	451.28	451.28	1,805.12	3,474.88	34%
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	0.00	1,272.00	
37-501-804 Police 2019 Cars Loan Principal (USDA)	4,681	0.00	0.00	0.00	0.00	4,681.00	
37-501-831 Town Hall Roof Loan - Interest PD	388	0.00	20.98	20.98	83.92	304.08	22%
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	0.00	61.00	
37-501-834 Police 2019 Cars Loan Interest (UDSA)	746	0.00	0.00	0.00	0.00	746.00	
Police Department Totals:	595,484	72,290.34	45,009.13	45,009.13	208,325.42	314,868.24	47%
37-601-014 Salary - Part Time Code Enforcement	3,000	0.00	244.80	244.80	1,836.75	1,163.25	61%
37-601-020 ER-FICA Taxes	230	0.00	18.72	18.72	90.11	139.89	39%

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance F	Percent
37-601-252 Fuel/Truck Expense/Insurance	435	0.00	0.00	0.00	0.00	435.00	
37-601-352 Vehicle Maintenance	200	0.00	0.00	0.00	0.00	200.00	
37-601-437 Contract Srvs Fire Protection	70,000	0.00	0.00	0.00	17,499.99	52,500.01	25%
37-601-475 Donation to Town Fire	1,500	0.00	0.00	0.00	0.00	1,500.00	
37-601-476 Code Enforcement Exp	300	0.00	0.00	0.00	0.00	300.00	
37-601-710 Fire Museum Expense	19,984	0.00	9,984.00	9,984.00	19,984.00	0.00	100%
Fire Totals:	95,649	0.00	10,247.52	10,247.52	39,410.85	56,238.15	41%
37-651-330 Christmas Lights/Santa House	906	0.00	0.00	0.00	0.00	906.00	
37-651-331 Haley Haywood Park	1,415	0.00	0.00	0.00	121.00	1,294.00	9%
37-651-332 Signs below \$5,000	2,194	196.01	108.13	108.13	1,332.54	665.45	70%
37-651-333 Street Beautification - Below \$5,000	5,000	0.00	1,123.28	1,123.28	1,632.07	3,367.93	33%
37-651-335 Street Lighting Electric Bill	23,000	12,414.28	1,896.32	1,896.32	7,585.72	3,000.00	87%
Signs and Lights Totals:	32,515	12,610.29	3,127.73	3,127.73	10,671.33	9,233.38	72%
37-701-010 Salary - Full Time	57,484	0.00	4,396.78	4,396.78	18,793.82	38,690.18	33%
37-701-014 Salary - Part Time	16,643	0.00	1,047.97	1,047.97	4,559.26	12,083.74	27%
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	415.36	415.36	1,781.24	3,988.76	31%
37-701-030 ER - Retirement - Orbit	14,557	0.00	996.47	996.47	4,245.90	10,311.10	29%
37-701-040 ER-Health Insurance	16,687	9,140.75	1,408.92	1,408.92	6,868.97	677.28	96%
37-701-050 ER-Life Insurance	350	188.32	32.32	32.32	161.60	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	3,600	228.88	764.83	764.83	464.78	2,906.34	19%
37-701-204 Uniforms	3,869	3,093.65	177.17	177.17	775.35	0.00	100%
37-701-251 Telephone & Postage	936	684.04	125.96	125.96	251.96	0.00	100%
37-701-252 Fuel	15,000	6,492.70	1,493.08	1,493.08	3,834.85	4,672.45	69%
37-701-312 Tree Removal	1,200	0.00	0.00	0.00	0.00	1,200.00	
37-701-351 Maint & Repair Equip	7,250	1,633.20	0.00	0.00	241.91	5,374.89	26%
37-701-352 Vehicle Maintenance	6,000	0.00	1,902.27	1,902.27	3,061.83	2,938.17	51%

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance P	ercent
37-701-400 Liability Insurance	5,738	0.00	0.00	0.00	1,388.85	4,349.15	24%
37-701-431 Street Debris Disposal	6,000	1,000.00	0.00	0.00	2,500.00	2,500.00	58%
Streets Totals:	164,220	22,461.54	12,761.13	12,761.13	50,757.60	91,000.86	45%
37-710-361 Maint & Repair POWELL BILL	24,788	0.00	5,350.00	5,350.00	5,350.00	19,438.00	22%
37-710-405 Audit Expense POWELL BILL	100	0.00	0.00	0.00	0.00	100.00	
Powell Bill Totals:	24,888	0.00	5,350.00	5,350.00	5,350.00	19,538.00	21%
37-801-010 Salary - Full Time Sanitation	49,503	0.00	3,807.92	3,807.92	16,170.30	33,332.70	33%
37-801-019 Salary - Over Time Sanitation	692	0.00	494.00	494.00	494.00	198.00	71%
37-801-020 ER - FICA Sanitation	3,840	0.00	322.73	322.73	1,248.16	2,591.84	33%
37-801-030 ER - Retirement - Orbit Sanitation	9,688	0.00	815.21	815.21	3,129.32	6,558.68	32%
37-801-040 ER - Health Insurance	13,063	7,567.43	1,066.75	1,066.75	5,187.46	308.11	98%
37-801-050 ER - Life Insurance	259	150.96	21.60	21.60	108.00	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	59.45	59.45	321.44	678.56	32%
37-801-204 Uniforms	2,309	1,794.30	116.86	116.86	514.70	0.00	100%
37-801-251 Telephone & Postage	516	375.51	70.23	70.23	140.49	0.00	100%
37-801-252 Fuel	4,781	2,326.37	259.79	259.79	1,173.63	1,281.00	73%
37-801-350 Landfull Fees	20,250	13,510.38	1,591.25	1,591.25	6,489.62	250.00	99%
37-801-352 Vehicle Maintenance	1,000	0.00	167.12	167.12	278.62	721.38	28%
37-801-400 Liability Insurance	4,886	0.00	0.00	0.00	1,175.93	3,710.07	24%
Sanitation Totals:	115,867	25,724.95	8,792.91	8,792.91	40,490.86	49,651.19	57%
37-901-053 Transfer Out to MS Downtown Red Milano's	11,600	0.00	11,600.00	11,600.00	11,600.00	0.00	100%
Transfers Out Totals:	11,600	0.00	11,600.00	11,600.00	11,600.00	0.00	100%
Expenses Totals:	1,526,348	168,389.31	133,272.92	133,272.92	561,504.53	796,454.16	48%
37 GENERAL FUND Revenue	s Over/(Under)	Expenses:	(10,626.64)	(10,626.64)	(310,099.71)		

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance F	Percent
Revenues							
38-351-401 Water Sales	801,660	0.00	63,952.46	63,952.46	227,214.15	(574,445.85)	28%
38-351-402 Debt Setoff WATER	78	0.00	0.00	0.00	223.50	145.50	287%
38-351-404 Sewer Services	623,274	0.00	46,825.38	46,825.38	169,433.93	(453,840.07)	27%
38-351-407 Debt Setoff SEWER	42	0.00	0.00	0.00	195.35	153.35	465%
38-351-408 Town Taps	18,000	0.00	0.00	0.00	2,718.54	(15,281.46)	15%
38-351-416 Dis/Reconnection Fee	8,972	0.00	810.00	810.00	2,513.75	(6,458.25)	28%
38-351-417 Fire Sprinkler	2,302	0.00	178.14	178.14	712.56	(1,589.44)	31%
38-351-418 Late Fees/Penalty/Cut Off	1,000	0.00	1,815.72	1,815.72	6,704.23	5,704.23	670%
38-351-419 Returned Check Fee	400	0.00	25.00	25.00	300.00	(100.00)	75%
38-351-420 Debt Setoff Late Fees/Penalty/Cut Off	55	0.00	0.00	0.00	90.74	35.74	165%
38-365-001 Interest Income	36	0.00	0.00	0.00	16.29	(19.71)	45%
38-365-014 Cash Over and Short (Daily Difference)	4	0.00	0.00	0.00	0.00	(4.00)	
38-365-410 Interest/investment Income NCCMT	23	0.00	0.00	0.00	1,325.07	1,302.07	5761%
38-365-421 Account Activation Fee	2,400	0.00	225.00	225.00	1,000.00	(1,400.00)	42%
38-365-851 Misc Revenue WATER	32	0.00	0.00	0.00	0.00	(32.00)	
Revenues Totals:	1,458,278	0.00	113,831.70	113,831.70	412,448.11	(1,045,829.89)	28%
Expenses							
38-851-010 Salary Full Time	105,650	0.00	8,317.12	8,317.12	36,402.18	69,247.82	34%
38-851-014 Salary - Part Time	16,987	0.00	1,282.76	1,282.76	5,887.00	11,100.00	35%
38-851-019 Salary Over-Time	7,308	0.00	679.92	679.92	1,415.83	5,892.17	19%
38-851-020 ER-FICA Taxes	9,941	0.00	756.36	756.36	3,180.00	6,761.00	32%
38-851-030 ER - Retirement Orbit	19,774	0.00	1,474.64	1,474.64	6,290.35	13,483.65	32%
38-851-040 ER - Health Insurance WATER	23,979	10,919.28	1,536.62	1,536.62	7,692.47	5,367.25	78%
38-851-050 ER - Life Insurance	500	249.20	35.60	35.60	178.00	72.80	85%
38-851-060 ER - Workman's Comp	1,162	0.00	0.00	0.00	1,162.31	0.00	100%

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance F	Percent
38-851-200 Travel Expense	215	0.00	0.00	0.00	0.00	215.00	
38-851-203 Supplies	35,000	2,395.51	1,016.06	1,016.06	9,561.71	23,042.78	34%
38-851-204 Uniforms	2,220	1,775.99	99.74	99.74	444.01	0.00	100%
38-851-250 Light & Heat & Security	5,042	2,962.68	722.08	722.08	1,635.49	443.83	91%
38-851-251 Telephone & Postage	8,454	5,523.13	901.70	901.70	2,803.09	127.78	98%
38-851-252 Fuel	10,300	5,639.73	762.05	762.05	2,475.36	2,184.91	79%
38-851-255 Bldg. Maint/Clean Svs	3,622	2,227.29	193.67	193.67	418.68	976.36	73%
38-851-260 Electric Tank/Pumps	4,200	2,474.79	177.10	177.10	515.21	1,210.00	71%
38-851-296 Continuing Education	1,006	0.00	0.00	0.00	1,005.98	0.02	100%
38-851-301 Computer Mantenance	2,000	774.00	248.64	248.64	589.79	636.21	68%
38-851-302 Software Support	9,400	265.00	64.97	64.97	8,354.83	780.17	92%
38-851-305 Technology Upgrades	2,250	0.00	0.00	0.00	0.00	2,250.00	
38-851-309 Advertising	265	0.00	0.00	0.00	0.00	265.00	
38-851-310 Dues & Subscriptions	450	112.50	0.00	0.00	336.84	0.66	100%
38-851-313 State Permits	1,250	0.00	0.00	0.00	870.00	380.00	70%
38-851-345 Water Tank Contract	18,000	8,496.05	4,799.80	4,799.80	9,231.75	272.20	98%
38-851-347 Lab Analysis	1,500	1,145.00	215.00	215.00	355.00	0.00	100%
38-851-351 Maint. & Repair Equip	3,000	0.00	0.00	0.00	1,743.13	1,256.87	58%
38-851-352 Vehicle Maintenance	3,750	0.00	883.55	883.55	1,684.99	2,065.01	45%
38-851-400 Town Liability Insurance	5,260	0.00	0.00	0.00	1,291.94	3,968.06	25%
38-851-405 Audit Expense	5,334	3,258.99	735.44	735.44	2,075.01	0.00	100%
38-851-448 External Contract	17,000	2,325.60	436.00	436.00	5,889.56	8,784.84	48%
38-851-451 Water Purchase	200,000	109,030.89	15,252.95	15,252.95	60,969.11	30,000.00	85%
38-851-801 Town Hall Roof Loan - Principal	2,778	0.00	225.64	225.64	902.56	1,875.44	32%
38-851-802 USDA Public Works Trucks - Princ Water	2,651	0.00	2,650.22	2,650.22	2,650.22	0.78	100%
38-851-803 USDA Town Hall/WS Loan Principal	27,000	0.00	0.00	0.00	0.00	27,000.00	
38-851-831 Town Hall Roof Loan - Interest	57	0.00	10.49	10.49	41.96	15.04	74%

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance P	ercent
Water							
38-851-833 USDA Town Hall/WS Loan Interest	14,130	0.00	0.00	0.00	0.00	14,130.00	
38-851-836 USDA Public Works Trucks - Int Water	267	0.00	266.78	266.78	266.78	0.22	100%
38-851-896 WS 25% of GF Expense	52,654	0.00	0.00	0.00	13,376.76	39,277.24	25%
38-851-998 Contingency	8,253	0.00	0.00	0.00	0.00	8,253.36	
Water Totals:	632,610	159,575.63	43,744.90	43,744.90	191,697.90	281,336.47	56%
38-852-010 Salary - Full Time	105,650	0.00	8,317.12	8,317.12	36,402.18	69,247.82	34%
38-852-014 Salary - Part Time	16,987	0.00	1,282.76	1,282.76	5,887.00	11,100.00	35%
38-852-019 Salary - Over Time Sewer	7,308	0.00	137.82	137.82	1,499.55	5,808.45	21%
38-852-020 ER - FICA Sewer	9,941	0.00	742.05	742.05	3,336.95	6,604.05	34%
38-852-030 ER-Retirement Orbit	19,774	0.00	1,441.87	1,441.87	6,352.39	13,421.61	32%
38-852-040 ER-Health Insurance SEWER	17,943	10,003.65	1,536.93	1,536.93	7,695.13	244.22	99%
38-852-050 ER-Life Insurance	500	253.68	36.24	36.24	181.20	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	25,602	2,302.00	1,017.21	1,017.21	13,864.58	9,435.42	63%
38-852-204 Uniforms	2,220	1,776.02	99.73	99.73	443.98	0.00	100%
38-852-250 Light & Heat & Security	6,000	3,024.15	722.05	722.05	1,574.01	1,401.84	77%
38-852-251 Telephone & Postage	8,454	5,522.99	885.72	885.72	2,787.05	143.96	98%
38-852-252 Fuel	10,300	5,639.76	762.04	762.04	2,475.32	2,184.92	79%
38-852-255 Bldg. Maint/Clean Svs	3,622	2,227.29	193.67	193.67	418.67	976.37	73%
38-852-260 Electric Tank/Pumps	9,000	6,021.77	636.24	636.24	2,478.23	500.00	94%
38-852-296 Continuing Education	625	0.00	0.00	0.00	0.00	625.00	
38-852-301 Computer Maint.	2,000	774.00	248.65	248.65	589.80	636.20	68%
38-852-302 Software Support	9,400	265.00	64.97	64.97	8,354.82	780.18	92%
38-852-305 Technology Upgrades	2,250	0.00	0.00	0.00	0.00	2,250.00	
38-852-309 Advertising	683	0.00	0.00	0.00	326.63	356.37	48%

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance F	Percent
38-852-310 Dues & Subscriptions	450	112.50	0.00	0.00	336.83	0.67	100%
38-852-313 State Permits	1,500	0.00	0.00	0.00	0.00	1,500.00	
38-852-351 Maint & Repair Equip	3,000	0.00	0.00	0.00	1,743.12	1,256.88	58%
38-852-352 Vehicle Maintenance	3,750	0.00	883.53	883.53	1,684.94	2,065.06	45%
38-852-400 Liability Insurance	5,552	0.00	0.00	0.00	1,365.22	4,186.78	25%
38-852-405 Audit Expense	5,334	3,258.99	735.44	735.44	2,075.01	0.00	100%
38-852-435 Purchase of Sewer Services	363,112	0.00	0.00	0.00	46,460.12	316,651.88	13%
38-852-448 External Contract	17,000	641.40	280.00	280.00	5,303.94	11,054.66	35%
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	2,708	0.00	225.64	225.64	902.56	1,805.44	33%
38-852-802 USDA Public Works Trucks - Princ Sewer	2,567	0.00	2,650.22	2,650.22	2,650.22	(83.22)	103%
38-852-803 USDA Town Hall/WS Loan Principal	27,000	0.00	0.00	0.00	0.00	27,000.00	
38-852-804 NCDEQ Unity, Bute & Battle Sewer Rehab Princ Only	14,839	0.00	0.00	0.00	0.00	14,839.00	
38-852-809 John Riggans Easement Pmt	1,000	1,000.00	0.00	0.00	0.00	0.00	100%
38-852-811 NCDEQ Sewer Rehab Annual Loan- Principal	13,750	0.00	0.00	0.00	0.00	13,750.00	
38-852-831 Town Hall Roof Loan - Interest Sewer	57	0.00	10.49	10.49	41.96	15.04	74%
38-852-833 USDA Town Hall/WS Loan Interest	14,130	0.00	0.00	0.00	0.00	14,130.00	
38-852-836 USDA Public Works Trucks - Int Sewer	267	0.00	266.78	266.78	266.78	0.22	100%
38-852-837 NCDEQ Sewer Rehab Annual Loan- Interest	3,025	0.00	1,512.50	1,512.50	1,512.50	1,512.50	50%
38-852-896 WS 25% of GF Expense	52,654	0.00	0.00	0.00	13,376.76	39,277.24	25%
38-852-998 Contingency	8,636	0.00	0.00	0.00	0.00	8,636.36	
Sewer Expenses Totals:	825,668	42,823.20	24,689.67	24,689.67	173,549.76	609,295.04	26%

## **Budget vs Actual**

Town of Warrenton 11/1/2022 8:39:48 AM

11/1/2022 8:39:48 AM							Page 13 O	f 15
Period E	nding 10/31/	2022						
Expense	s Totals:	1,458,278	202,398.83	68,434.57	68,434.57	365,247.66	890,631.51	39%
38 WATER / SEWER	Revenu	es Over/(Under)	Expenses:	45,397.13	45,397.13	47,200.45		

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39 WWTP							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance I	Percent
Revenues							
39-351-405 Septic Disposal Service	56,940	0.00	0.00	0.00	12,275.00	(44,665.00)	22%
39-351-470 Town Sewer Revenues	363,112	0.00	0.00	0.00	46,460.12	(316,651.88)	13%
39-351-471 Sewer Revenues - County	194,153	0.00	0.00	0.00	24,841.82	(169,311.18)	13%
39-351-472 Sewer Rev Norlina	213,183	0.00	0.00	0.00	27,276.71	(185,906.29)	13%
39-365-001 Interest Income	2	0.00	0.00	0.00	0.60	(1.40)	30%
Revenues Totals:	827,390	0.00	0.00	0.00	110,854.25	(716,535.75)	13%
Expenses							
39-861-010 Salary - Full Time	186,071	0.00	14,770.54	14,770.54	63,234.20	122,836.80	34%
39-861-014 Salary - Part Time	17,097	0.00	1,045.27	1,045.27	4,635.33	12,461.67	27%
39-861-019 Over-Time	15,869	0.00	576.27	576.27	3,178.63	12,690.37	20%
39-861-020 ER-FICA Taxes	16,756	0.00	1,154.38	1,154.38	5,033.28	11,722.72	30%
39-861-030 ER - Retirment Orbit	39,040	0.00	2,613.18	2,613.18	11,230.78	27,809.22	29%
39-861-040 ER- Health Insurance	32,198	17,992.28	2,537.69	2,537.69	12,585.12	1,620.60	95%
39-861-050 ER-Life Insurance	625	351.68	50.24	50.24	251.20	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	1,632.87	4,148.79	4,148.79	11,733.40	43,633.73	23%
39-861-204 Uniforms	3,120	2,518.93	136.20	136.20	601.07	0.00	100%
39-861-250 Light, Heat & Security	105,000	66,906.15	7,572.98	7,572.98	33,379.85	4,714.00	96%
39-861-251 Telephone & Postage	8,689	5,490.34	958.26	958.26	2,887.19	311.47	96%
39-861-252 Fuel	10,250	6,591.95	883.78	883.78	3,085.62	572.43	94%
39-861-296 Continuing Education	2,000	0.00	170.00	170.00	355.00	1,645.00	18%
39-861-301 Computer Maint.	3,885	1,548.00	495.84	495.84	1,150.77	1,186.23	69%
39-861-302 Software Support	3,267	390.00	94.94	94.94	2,163.01	713.99	78%
39-861-305 Technology Upgrades	2,000	0.00	0.00	0.00	0.00	2,000.00	
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%

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Total Litating Total 2022							
39 WWTP							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance F	ercent
39-861-318 Freight Charges	1,750	1,123.20	162.62	162.62	650.96	(24.16)	101%
39-861-342 Maint & Repair Plant	80,000	3,012.97	5,063.05	5,063.05	18,747.25	58,239.78	27%
39-861-344 Sludge Removal	70,000	44,975.00	0.00	0.00	15,525.00	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	169.13	248.98	248.98	4,836.71	3,994.16	56%
39-861-347 Lab Analysis	18,565	12,714.50	1,596.00	1,596.00	4,368.50	1,482.00	92%
39-861-348 Tar - Pamlico Dues	3,000	0.00	0.00	0.00	0.00	3,000.00	
39-861-349 OSHAComp/Safety M&S	1,000	0.00	0.00	0.00	0.00	1,000.00	
39-861-352 Vehicle Maintenance	4,750	0.00	803.20	803.20	1,394.90	3,355.10	29%
39-861-400 Liability Insurance	14,624	0.00	0.00	0.00	3,610.55	11,013.45	25%
39-861-405 Audit Expense	10,667	6,517.01	1,470.86	1,470.86	4,149.99	0.00	100%
39-861-441 Certify Lab Services	1,000	0.00	0.00	0.00	0.00	1,000.00	
39-861-444 Permits & Fees	14,482	1,500.00	750.00	750.00	8,335.00	4,647.00	68%
39-861-446 Influent Debris Removal	5,655	2,043.69	519.42	519.42	1,796.31	1,815.00	68%
39-861-810 NCDEQ WWTP Phase 2 Principal	23,607	0.00	0.00	0.00	0.00	23,607.00	
39-861-897 WWTP 25% of GF Exp	56,781	0.00	0.00	0.00	14,652.60	42,128.40	26%
39-861-998 Contingency	4,933	0.00	0.00	0.00	0.00	4,932.66	
WWTP - Expenses Totals:	827,390	175,477.70	47,822.49	47,822.49	236,603.26	415,309.04	50%
Expenses Totals:	827,390	175,477.70	47,822.49	47,822.49	236,603.26	415,309.04	50%
39 WWTP Revenues	Over/(Under	Expenses:	(47,822.49)	(47,822.49)	(125,749.01)		

Date From: 10/1/2022 Date To: 10/31/2022 Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton 11/01/2022 08:41 AM

Page: 1 of 5				1/01/2022 08:41 A
Amount	Date	Vendor	Bank	Check Number
\$360.00	10/04/2022	A FULL CLEANING SERVICES LLC	30	65318
\$106.29	10/04/2022	DUKE ENERGY PROGRESS	30	65319
\$12.42	10/04/2022	FRONTIER NATURAL GAS	30	65320
\$186.81	10/04/2022	MOBILE COMMUNICATIONS AMERICA	30	65321
\$6.00	10/04/2022	NC DIVISION OF MOTOR VEHICLES	30	65322
\$100.00	10/04/2022	Purchase Power (Pitney Bowes)	30	65323
\$36.00	10/04/2022	UNITED PARCEL SERVICE	30	65324
\$1,334.17	10/04/2022	US CELLULAR	30	65325
\$15,252.95	10/04/2022	WARREN COUNTY PUBLIC UTILITIES	30	65326
\$750.00	10/04/2022	WILSON'S WATER SERVICES	30	65327
\$45.77	10/05/2022	DOCUMENT SYSTEMS, INC	30	65328
\$37.84	10/05/2022	GALLS QUARTERMASTER	30	65329
\$408.91	10/05/2022	KUSTOM SIGNALS, INC	30	65330
\$240.00	10/05/2022	LITTLE PINES COUNTRY LOG HOMES	30	65331
\$1,512.50	10/05/2022	NC DEQ	30	65332
\$31.40	10/05/2022	WARREN AUTO PARTS, INC.	30	65333
\$100.00	10/05/2022	WHITCO TERMITE & PEST CONTROL	30	65334
\$2,048.31	10/05/2022	WRIGHT EXPRESS FSC	30	65335
\$1,400.00	10/05/2022	Cash	30	65336
\$79.15	10/05/2022	NC DEPARTMENT OF REVENUE	30	65337
\$316.00	10/06/2022	CAROLINA DIGITAL PHONE INC	30	65338
\$369.92	10/06/2022	DOCUMENT SYSTEMS, INC	30	65339
\$1,769.26	10/06/2022	DUKE ENERGY PROGRESS	30	65340
\$66.00	10/06/2022	LARRY D. JOHNSON	30	65341
\$1,081.38	10/06/2022	NEWCOMB TECH	30	65342
\$220.00	10/06/2022	SONITROL INTEGRATED SECURITY	30	65343
\$129.98	10/06/2022	Spectrum Business	30	65344
\$100.00	10/06/2022	WHITCO TERMITE & PEST CONTROL	30	65345
\$324.22	10/07/2022	AMAZON CAPTIAL SERVICES, INC.	30	65346
\$101.40	10/07/2022	Community Eye Care	30	65347
\$132.95	10/07/2022	INVOICE CLOUD, INC.	30	65348
\$1,811.00	10/07/2022	MERITECH INC	30	65349

Date From: 10/1/2022 Date To: 10/31/2022 Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

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Check Number	Bank	Vendor	Date	Amount
65350	30	MINCEY'S GRAPHICS	10/07/2022	\$255.62
65351	30	WARREN AUTO PARTS, INC.	10/07/2022	\$29.5
65352	30	AHNER SECURITY INC.	10/11/2022	\$106.75
65353	30	AMAZON CAPTIAL SERVICES, INC.	10/11/2022	\$730.60
65354	30	BANZET, THOMPSON, STYERS & MAY, PLLC	10/11/2022	\$226.00
65355	30	BYRD'S GARAGE	10/11/2022	\$150.0
65356	30	DUKE ENERGY PROGRESS	10/11/2022	\$194.2
65357	30	GALLS QUARTERMASTER	10/11/2022	\$3.7
65358	30	GOBLE LANE	10/11/2022	\$45.2
65359	30	TRI-COUNTY POWER EQUIPMENT INC	10/11/2022	\$573.3
65360	30	WARREN AUTO PARTS, INC.	10/11/2022	\$345.4
65361	30	WATER GUARD, INC.	10/11/2022	\$2,595.4
65362	30	DUKE ENERGY PROGRESS	10/12/2022	\$1,241.4
65363	30	JOYCE AND COMPANY, CPA	10/12/2022	\$4,412.6
65364	30	LITTLE PINES COUNTRY LOG HOMES	10/12/2022	\$115.0
65365	30	QUALITY LOGO PRODUCTS	10/12/2022	\$1,123.5
65366	30	UNIFIRST CORPORATION	10/12/2022	\$722.7
65367	30	UNITED PARCEL SERVICE	10/12/2022	\$36.0
65368	30	BRIGHTSPEED COMMUNICATIONS	10/14/2022	\$289.4
65369	30	DUKE ENERGY PROGRESS	10/14/2022	\$7,286.9
65370	30	GFL ENVIRONMENTAL	10/14/2022	\$519.4
65371	30	KPH PAVING & LANDSCAPING, INC.	10/14/2022	\$5,350.0
65372	30	PETE SMITH TIRE & QUICK LUBE, INC	10/14/2022	\$854.3
65373	30	SOUTHERN CORROSION, INC.	10/14/2022	\$4,799.8
65374	30	TIME WARNER CABLE	10/14/2022	\$182.9
65375	30	WARREN AUTO PARTS, INC.	10/14/2022	\$5.4
65376	30	WARREN COUNTY PUBLIC WORKS	10/14/2022	\$1,591.2
65377	30	Universal Chevrolet	10/17/2022	\$52,548.0
65378	30	AMAZON CAPTIAL SERVICES, INC.	10/17/2022	\$310.3
65379	30	CARDNO USA, INC.	10/17/2022	\$7,458.4
65380	30	D. Rix Edwards, PLLC	10/17/2022	\$12,300.0
65381	30	FRONTIER NATURAL GAS	10/17/2022	\$12.4

Date From: 10/1/2022 Date To: 10/31/2022 Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

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Check Number	Bank	Vendor	Date	Amount
65382	30	KERR-TAR REG COUNCIL OF GOV	10/17/2022	\$136.00
65383	30	PETE SMITH TIRE & QUICK LUBE, INC	10/17/2022	\$2,602.35
65384	30	PLUMMER HOOK & LADDER MUSEUM	10/17/2022	\$9,984.00
65385	30	TIME WARNER CABLE	10/17/2022	\$117.97
65386	30	ZIMA CORPORATION	10/17/2022	\$1,022.00
65387	30	FIRST CITIZENS BANK	10/18/2022	\$7,864.67
65388	30	HARRIS ENTERPRISES	10/18/2022	\$4,579.59
65389	30	LAWMENS	10/18/2022	\$1,574.58
65390	30	Meredith Valentine	10/18/2022	\$51.87
65391	30	MOBILE COMMUNICATIONS AMERICA	10/18/2022	\$266.88
65392	30	Pete Smith Garage, Inc.	10/18/2022	\$1,668.46
65393	30	PETE SMITH TIRE & QUICK LUBE, INC	10/18/2022	\$634.78
65394	30	PROFESSIONAL MAIL SERVICES, INC	10/18/2022	\$1.58
65395	30	PROFESSIONAL MAIL SERVICES, INC	10/18/2022	\$4.70
65396	30	UNITED PARCEL SERVICE	10/18/2022	\$36.00
65397	30	WARREN AUTO PARTS, INC.	10/18/2022	\$30.90
55398	30	BLUE RIDGE SPRINGS, INC	10/20/2022	\$143.50
65399	30	Cash	10/20/2022	\$100.00
55400	30	DUKE ENERGY PROGRESS	10/20/2022	\$263.70
65401	30	FRONTIER NATURAL GAS	10/20/2022	\$101.86
65402	30	MUNICIPAL INSURANCE TRUST	10/20/2022	\$802.99
65403	30	NEWCOMB TECH	10/20/2022	\$1,081.38
65404	30	PITNEY BOWES GLOBAL	10/20/2022	\$223.10
65405	30	PROFESSIONAL MAIL SERVICES, INC	10/20/2022	\$586.39
65406	30	United Healthcare	10/20/2022	\$13,751.39
65407	30	US CELLULAR	10/20/2022	\$1,332.42
65408	30	ZIMA CORPORATION	10/20/2022	\$19.35
65409	30	AHNER SECURITY INC.	10/24/2022	\$572.00
65410	30	AMAZON CAPTIAL SERVICES, INC.	10/24/2022	\$2,511.59
55411	30	HOLLAND INDUSTRIAL	10/24/2022	\$236.66
65412	30	HUMANA SPECIALTY BENEFITS	10/24/2022	\$29.38
65413	30	PETE SMITH TIRE & QUICK LUBE, INC	10/24/2022	\$399.25

Date From: 10/1/2022 Date To: 10/31/2022 Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

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Check Number	Bank	Vendor	Date	Amount
65414	30	UNUM LIFE INSURANCE COMPANY OF AMERICA	10/24/2022	\$571.16
65415	30	WILLIAMS FIRE SPRINKLER	10/24/2022	\$702.00
65416	30	AMAZON CAPTIAL SERVICES, INC.	10/25/2022	\$667.53
65417	30	Brimar Industries	10/25/2022	\$115.43
65418	30	FLEMING INVESTMENT COMPANY	10/25/2022	\$3,000.00
65419	30	INFORMATION TECHNOLOGY SERVICE	10/25/2022	\$141.45
65420	30	KING'S FITNESS & NUTRITION CENTER	10/25/2022	\$330.00
65421	30	PETE SMITH TIRE & QUICK LUBE, INC	10/25/2022	\$65.08
65422	30	UNITED PARCEL SERVICE	10/25/2022	\$54.62
65423	30	VERIZON WIRELESS	10/25/2022	\$320.08
65424	30	Virginia G. Booker	10/25/2022	\$5,000.00
65425	30	WALKER AUTO STORES	10/25/2022	\$30.51
65426	30	WARREN AUTO PARTS, INC.	10/25/2022	\$40.28
65427	30	WOMACK PUBLISHING CO. INC.	10/25/2022	\$346.13
65428	30	AAA GAS AND APPLIANCE CO.	10/26/2022	\$855.92
65429	30	AMAZON CAPTIAL SERVICES, INC.	10/26/2022	\$378.95
65430	30	PRUDENTIAL RETIREMENT	10/26/2022	\$1,282.79
65431	30	TRI-COUNTY POWER EQUIPMENT INC	10/26/2022	\$807.00
65432	30	WALKER AUTO STORES	10/26/2022	\$20.26
65433	30	WPCSOCC	10/26/2022	\$85.00
65434	30	WPCSOCC	10/26/2022	\$85.00
65435	30	WRIGHT EXPRESS FSC	10/26/2022	\$2,462.03
65436	30	COLUMBIAN MUTUAL LIFE INS CO	10/28/2022	\$37.88
65437	30	Lee Burrows	10/28/2022	\$150.00
65438	30	PETE SMITH TIRE & QUICK LUBE, INC	10/28/2022	\$1,180.22
65439	30	WARREN AUTO PARTS, INC.	10/28/2022	\$51.11
122	Che	cks Totaling -		\$208,398.83

## **Totals By Fund**

	Checks	Voids	Total
34	\$3,626.00		\$3,626.00
36	\$2,206.64		\$2,206.64
37	\$55,124.07		\$55,124.07
38	\$38,354.37		\$38,354.37

Date From: 10/1/2022 Date To: 10/31/2022 Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

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Check Number Bank Vendor Date Amount Voids Checks Total 39 \$29,023.60 \$29,023.60 53 \$12,300.00 \$12,300.00 70 \$14.99 \$14.99 71 \$7,458.49 \$7,458.49 \$60,290.67

> Totals: \$208,398.83 \$208,398.83

\$60,290.67

## Town Of Warrenton - Public Works

# Memo

To: Town Commissioners

From: Bill Perkinson

**CC:** Mayor, Town Administrator

Date: November 9, 2022

Re: October 2022 Monthly Activity Report for Public Works

#### Water and Sewer

- Water and Sewer System Needs Unfunded: (1) West Ridgeway St. sewer main (general location is in area between Ridgeway Street and Fairlane Drive) Determine exact location of sewer main and right of way. (2) Install magnetic flow meter in 14-inch sewer force main where Town of Norlina's and Warren County's Sewer enters Town of Warrenton's sewer system (meter would give us precise measurement of volume of sewer in route to the wastewater treatment plant from our partners thus helping to ensure accurate portioning of monthly wastewater treatment expense between the three partners). (3) Purchase water and sewer line camera/locating equipment. (4) Purchase water main valve exercising equipment.
- Completed Water and Sewer System Maintenance/Repair Related Information: (1) Repair King St. Elevated Tank Serviced poppet valve assembly. Contractor: Harris Enterprises (Labor \$210.00). (2) Fairlane DR Elevated Water Tank Legal work to draft deed and record at WC Register of Deeds. Law Firm: Banzet, Thompson, Styers, and May, PLLC (Fees \$226.00). (3) Emergency Repair John Riggan Sewer Lift Station Troubleshooted and corrected issue with vacuum priming system. Contractor: Harris Enterprises (Labor \$140.00). (4) Preventative Maintenance John Riggan Sewer Lift Station Tested emergency generator for proper operation. Contractor: Harris Enterprises (Labor \$140.00).

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

Total cost for External Contract Maintenance and Repair (Account No. 38-851-448 & 38-852-448) - \$716.00

Water System Fire Hydrants Painting Project: Project has been completed. 146 hydrants were prepped and painted. The contractor was very thorough in making sure that all hydrants were painted and that none got missed. He also was kind enough to provide notations of where the Town's map of hydrant locations needs corrections. Contractor: Tim Deaver/DBA KTM Parts Supply, Inc. The invoice will be applied to November's report. (Labor - \$2,920.00, Travel - \$250.00, and Materials - \$356.00)

<u>Water and Sewer Adjustment Request:</u> For consideration at the November 14, 2022, meeting of the Board of Commissioners. **Michael Lilly** – 312 Church St., Account #002-0001911-1. Outdoor watering. Normal usage 4,000. Request is for sewer adjustment of 26,000 gallons at \$10.00/1000. Total \$260.00. **Earl Hargrove** – 136 Ridgecrest DR, Account #002-0002260-1. Leak between meter and house. Normal usage 2,000. Request is for sewer adjustment of 31,000 gallons at \$10.00/1000. Total \$310.00. Adjustment recommended by staff.

#### Streets and Sanitation

• <u>Current Tasks:</u> 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: November 9, 2022

Re: October 2022 Monthly Activity Report for WWTP

- Pending Equipment Repairs: (1) Effluent filter controls Safety issue Replace cylinders and control mechanism for valves located in pit area of filter building. (2) Sand blast and refinish site metal structures. (Estimated Cost Refinishing remaining structures \$58,000) (3) Jet-Vac truck services to clean influent wet well, sludge recirculation building well, and scum pit. (Estimated Cost \$10,000)
- Completed Plant Maintenance/Repair Related Information: (1) Repair Influent Pump Station. Replaced lock and handle on motor control cabinet. Contractor: Harris Enterprises (Labor \$245.00, Parts \$100.00). (2) Emergency Repair Influent Pump No. 1. Repaired 70 HP drive motor. Contractor: Harris Enterprises (Labor \$1,505.00, Parts Holland Industrial \$221.70). (3) Emergency Repair Influent Pump No. 2. Replaced 70 HP drive motor. Contractor: Harris Enterprises (Labor \$1,855.00, Parts \$25.00, replacement motor provided by Plant). (4) Emergency Repair Rotor 2C. Troubleshooted and corrected issue with motor control hand switch. Contractor: Harris Enterprises (Labor \$70.00). (5) Spare Parts for Plant Maintenance and Repair Influent Kusters Bar Rake. Brushes and Retaining clips. Supplier: Zima Corporation (Parts and Freight \$1,041.35).

Total cost for Repairs (Account No. 39-861-342) - \$5,063.05

 <u>Plant Discharge Quality</u>: Our discharge quality remained good throughout the entire month; 11.72 million gallons were treated.

## **Activity Detail Summary (by Category)**

## **Warrenton Police Department**

(10/01/2022 - 10/31/2022)

dent\Investigations			
13A - Aggravated Assault		3	
13B - Simple Assault		2	
13C - Intimidation		1	
23C - Shoplifting		2	
23H - All Other Larceny		6	
26A - False Pretenses/Swindle/Confidence Gam	ne	1	
290 - Destruction/Damage/Vandalism of Proper	ty	1	
90C - Disorderly Conduct		4	
90D - Driving Under the Influence		1	
90J - Trespass of Real Property		6	
90Z - All Other Offenses		7	
	Total Offenses	34	
	Total Incidents	19	
		1	
13A - Aggravated Assault		1	
13B - Simple Assault		3	
90D - Driving Under the Influence		1	
90J - Trespass of Real Property		2	
900J - Warrant/Summons Other Jurisdiction		1	
90Z - All Other Offenses		4	
	Total Charges	12	
	Total Arrests	4	
dents			
	Total Accidents	1	
tions			
Other (Infraction)		1	

Date: 11/01/2022 -- Time: 07:45

## **Activity Detail Summary (by Category)**

## **Warrenton Police Department**

(10/01/2022 - 10/31/2022)

	3
	3
Total Charges	8
<b>Total Citations</b>	5
Total Charges	0
Total Warning Tickets	0
	3
	5
	3
Total Ordinance Tickets	11
Total Criminal Papers Served	0
Total Criminal Papers	0
Total Civil Papers Served	0
Total Civil Papers	0
	Total Charges Total Warning Tickets  Total Ordinance Tickets  Total Criminal Papers Served Total Criminal Papers

Date: 11/01/2022 -- Time: 07:45

## **Activity Log Event Summary (Cumulative Totals)**

## **Warrenton Police Department**

(10/01/2022 - 10/31/2022)

911 Hang-up	4	Accident	
Alarm Activation	11	Alarm-Hold Up	
Animal Complaint	2	Arrest	
Assault-Physical	1	Assist Motorist	
Assist Other Department	5	Assist WC EMS	
Assist WCSO	11	C.O.P.S	
Child Custody Exchange	1	Citation	
Complaint	1	Crime Alert-information from other agency	
Disabled Vehicle	1	Dispute	
Disturbance	9	Domestic	
Downed Tree / Power Line	2	Escort	
Fight	1	Follow up Investigation	
Foot Patrol	11	Found Property/Item	
Fraud	1	Funeral Escort	
Injury to Real Property	1	Investigation and/or Interview	
Larceny	6	Littering	
Medical / Person Hurt or Sick	1	Mental Patient	
Ordinance Violation	8	Other	
Parking Violation	10	Patrol	2
Property Check – Business	175	Property Check – Residential	
Shoplifting	1	Shots fired	
Suspicious Person / Vehicle	5	Talk with Officer	
Traffic Control	4	Traffic Light / Street Safety Issue	
Traffic Stop	59	Training	
Trespassing	2	Vandalism	
Vehicle Lockout	1	Vehicle Maintenance	
Warrant	2	Welfare Check	
·		·	

**Total Number Of Events: 435** 



Walter M. Gardner, Jr. – Mayor Robert F. Davie, Jr. – Town Administrator P.O. Box 281 Warrenton, NC 27589-0281 (252) 257-1122 Fax (252) 257-9219 www.warrenton.nc.gov

## **BOC Meeting October 2022 – 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. Revisit sewer vent at Hazelwood with town engineer
  - ✓ Engineer suggests alternatively increasing or changing additive that County puts in. Still investigating. (cont.)
- 3. Update zoning map with changes to Holland Bland Road (Michael Bernstein parcel). Prepare zoning map for update with BOC. (cont.)
- 4. Update ordinances with Bar and Adult additions.
- 5. Update Revitalization roster with Daniel Beech, Mark Wethington and Georgiana Weddington
- 6. Make recommendation for funding of grant application for streetscape.
  - ✓ After discussion with Stantec, the cost to make application would be too costly.
- 7. Send letter and ordinances to property owner at corner of Church and Hall regarding height of bushes.
  - ✓ Done
- 8. Advertise Airbnb Special Use Public Hearing.
  - ✓ Done
- 9. Execute Grant Project Ordinance revision Milanos.
  - ✓ Done
- 10. Transfer funds to Plummer Hook & Ladder account.
  - ✓ Done
- 11. Order flashing speed signs.
  - ✓ Done



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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.
- Expecting delivery of special high voltage / high amperage switch. Will need specialists onsite for replacement.

(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.

• Into six-month job reporting period.

#### (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.
- Based on price of three new homes at \$195,000 each, we have gone back to Commerce
  to request additional funding again. If funding is not available, then some of the houses
  scheduled for repairs may have their benefit amount reduced and less work being done.
  There may even be an elimination of one or more of the individual projects.

#### (Fund 68) Building Reuse 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.

• Attended Brownfield Conference in Oklahoma City. Grant funds may NOT be utilized for building reconstruction, only environmental remediation.

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

- Town awarded approximately 55% grant with balance in a 7-year loan.
- Two Trucks are still on order with Chevrolet, one has been delivered.

## **Applications since September BOC meeting:**

- NC Commerce Rural Transformation Grant -- \$270,000 for municipal parking lot. 63 applications competitive with Warrenton's worth \$40mm. December 14 award date.
- NC DEQ Water, Sewer and WWTP needs -- \$15,000,000
- NC DEQ Stormwater AIA grant for study of stormwater issues
- FEMA Hazard Mitigation grant for berm to prevent flooding at WWTP follow up conference call and Warrenton ranked 11 out of over 100 applicants in terms of competitiveness. FEMA application continuing to move forward.



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### **NUISANCES**

#### Residential

- 212 Bute Street, William Alston
  - Description: junk in yard for period of years
  - # of prior notices: 5 or 6 over last several years
  - o Owner response: no response
  - Actions to be taken:
    - 1. Final notice sent
    - 2. Removal to King Street for 30-day period prior to disposal
    - 3. Billing of property owner for costs incurred by Town

#### Commercial

- 106 N. Main Street, Carolyn Cheek
  - o Description: broken glass along busy sidewalk, gaps in roof
  - Property appeared to be transferred to Ronnie Cheek on tax record, but tax office said never changed ownership from Carolyn Cheek
  - # of prior notices: 2
  - Owner response: no response
  - Actions to be taken:
    - 1. Resend notice.
    - 2. If no response, then begin fines of \$100 per day
- 113 E. Macon Street
  - Description: roof caved in
  - Property was sold to Chris Privett since notice to abate letter was recently sent to previous owner
  - # of prior notices: 2
  - Owner response: no response
  - Actions to be taken:
    - 1. Send notice to abate to Chris Privett
    - 2. If no response, then begin fines of \$100 per day
- 115-119 W. Franklin Street
  - Description: roof caved in
  - # of prior notices: 2 to 3
  - Owner response: no response
  - Actions to be taken:
    - 1. Initiate fines of \$100 per day and notify owner

ROUTE	PROJECT	COUNTY OF	WARREN				
DEPARTMENT OF	TRANSPORTATION	RIGHT OF WAY ENCROACHMENT AGREEMENT FOR NON-UTILITY ENCROACHMENTS ON					
Town of Warrenton,	AND- NC	PRIMARY AND SECONDARY HIGHWAYS					
PO Box 281							
Warrenton, NC 275	89						
	, made and entered into this the _ of the first part; and Town of V		, by and between the Department				
	•		party of the second part,				
	WIT	TNESSETH					
THAT WHERE	AS, the party of the second part des	ires to encroach on the right of	way of the public road designated as				
Route(s) US Hwy 15	58 Bus E, NC Hwy 401 South	, located Town limits	of Warrenton, NC				
North Main St. (S.F							
with the construction an	d/or erection of: solar powered	radar speed indicator on a	a stationary pole installed upon				
the right of way of th	e above State roadways at th	e town's territorial limits.					

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the <u>latest Manual on Uniform Traffic Control Devices for Streets and Highways</u> and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction and maintenance operations.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the encroaching site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

R/W (161A): Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161A) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

	DEPARTMENT OF TRANSPORTATION
	BY: DIVISION ENGINEER
ATTEST OR WITNESS:	DIVIDION ENGINEER
	TOWN OF WARRENTON, NC
	BY:
	Walter M. Gardner, Jr., Mayor
	Second Party

### **INSTRUCTIONS**

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the State Utilities Manager. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

- 1. All roadways and ramps.
- 2. Right of way lines and where applicable, the control of access lines.
- 3. Location of the proposed encroachment.
- 4. Length and type of encroachment.
- 5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
- 6. Drainage structures or bridges if affected by encroachment.
- 7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
- 8. Horizontal alignment indicating general curve data, where applicable.
- 9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
- 10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
- 11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
- 12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
- 13. Erosion and sediment control.
- 14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
- 15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
- 16. Method of handling traffic during construction where applicable.
- 17. Scale of plans, north arrow, etc.



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

Grant Project Ordinance
Town of Warrenton 2018 CDBG-Neighborhood Revitalization Project
Warrenton, North Carolina
(Amending Ordinance Adopted September 14, 2020)

Be it ordained by the Town of Warrenton Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

**Section 1:** The project authorized is the Town of Warrenton 2018 CDBG-Neighborhood Revitalization Project (Grant Number 18-C-3079) described in Grant Agreements between the Town of Warrenton and the North Carolina Department of Commerce, Rural Economic Development Division.

**Section 2:** The officers of this unit of government are hereby directed to proceed with the grant project within the terms of the grant agreement, the rules and regulations of the North Carolina Rural Economic Development Division and the budget contained herein.

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

North Carolina Rural Economic Development Division \$950,000.00

Total \$950,000.00

**Section 4:** The following amounts are appropriated for this project:

Rehabilitation Assistance \$880,000.00 Administration \$70,000.00

Total \$950,000.00

**Section 5:** The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient detailed accounting records to provide the accounting to the North Carolina Rural Economic Development Division required by the Grant Agreement and federal and state regulations.

**Section 6:** The Finance Officer is required to report quarterly on the financial status of the project to the Town of Warrenton Board of Commissioners.

**Section 7:** Copies of this Grant Project Ordinance shall be entered into the minutes of the governing board within five days after adoption and be filed with the Finance Officer, the Budget Officer, and the Clerk to the Board.

### Adopted this 14th day of November 2022.

Walter M. Gardner, Jr., Mayor	
ATTEST:	
Robert Davie, Clerk to the Board	

### **Warrenton Budget Amendments**

Date:	11/14/2022
Number:	#5
•	

**Purpose of Amendment:** 

The purpose of this BA is to increase the grant project ordinance budget due from an increase in funds awarded by the State to complete housing rehabilitation activity.

**Fund Name:** 

**CDBG Neighborhood Rev Grant** 

Revenue

Revenue				
Account Title/Number:	Increas	se Amount	Decrease Amount	
Grant Rev/67-335-340	\$	200,000		

**Expenditure** 

Account Title/Number:	Increase Amount	Decrease Amount		
D. b. J. 111 . 11 /67, 420, 704	4 200 000			
Rehabilitation/67-430-701	\$ 200,000			
	\$ 200,000			

Subtotal

200,000

Total

200,000

200,000

**Grand Total** 



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

# Grant Project Ordinance for the Town of Warrenton American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds

**BE IT ORDAINED** by the Board of Commissioners of the Town of Warrenton, North Carolina this 14<sup>th</sup> day of November 2022 that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

**Section 1:** This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The Town of Warrenton (Town) has received the first tranche in the amount of \$132,737.49 of CSLFRF funds. The total allocation is \$265,475, with the remainder to be distributed to the Town within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

- 1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- 2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- 3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- 4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- 5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

**Section 2:** The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

**Section 3:** The following amounts are appropriate for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Appropriation of ARP/CSLFRF Funds
1	General administration services for period of July 1, 2021 December 31, 2024	6.1	\$ 3,600
2	Parks and recreation services for period of July 1, 2021 through December 31,	6.1	\$ 23,100
3	Stormwater services for period of July 1, 2021 through December 31, 2024	6.1	\$ 65,226
4	Provisions of Police Services for period of July 1, 2021 through December 31, 2024	6.1	\$ 6,000
5	Provision of Water/Sewer Svc for period of July 1, 2021 through December 31, 2024	6.1	\$ 96,000
	Unassigned TOTAL		\$ 71,549 <b>\$265,475</b>

**Section 4:** The following revenues are anticipated to be available to complete the project:

**ARP/CSLFRF Funds:** \$265,475 **Total:** \$265,475

**Section 5:** The Town Administrator is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town's Uniform Guidance Allowable Costs and Cost Principles Policy.

**Section 6:** The Town Administrator is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

**Section 7:** The Town Administrator shall be authorized to transfer appropriations within the Various line items of this Grant Project ordinance as he deems necessary, subject to the Approval of the Local Government Commission.

**Section 8:** This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

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



Walter M. Gardner, Jr. – Mayor Robert F. Davie, Jr. – Town Administrator P.O. Box 281 Warrenton, NC 27589-0281 (252) 257-1122 Fax (252) 257-9219 www.warrenton.nc.gov

### **Summary of Required ARP Policies**

Several policies are needed for ARP specifically, during the term of the expenditures of ARP funds. These policies are over and above the existing policies we currently have in place and apply only to ARP expenditures.

### Policies to Adopt:

- Eligible Uses
- Allowable Costs
- Conflict of Interest
- Civil Rights Compliance
- Record Retention

### The motion to approve must include the below language:

"These policies are effective beginning March 3, 2021 covering reimbursements and expenditures for the duration of the ARP Grant or until all ARP funds are expended."

# ELIGIBLE USE POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY THE TOWN OF WARRENTON

**WHEREAS** the The Town of Warrenton has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

**WHEREAS** US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

**WHEREAS** the funds may be used for projects within these categories, to the extent authorized by state law.

- 1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
- 2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
- 3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- 4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- 5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

**WHEREAS** the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the <u>Assistance Listing</u>; and

**WHEREAS** US Treasury has issued a <u>Compliance and Reporting Guidance v.3.0</u> (February 28, 2022) dictating implementation of the ARP/CSLFRF award terms and compliance requirements; and

WHEREAS the Compliance and Reporting Guidance states on page 6 that

Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

**BE IT RESOLVED** that the The Town of Warrenton hereby adopts and enacts the following Eligibility Determination Policy for ARP/CSLFRF funds.

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how The Town of Warrenton will spend its ARP/CSLFRF funds.

### I. PERMISSIBLE USES OF ARP/CSLFRF FUNDING

The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARP funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

- 1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
- 2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
- 3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- 4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
- 5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

#### II. PROHIBITED USES OF ARPA FUNDING

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

- To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed.);
- 2. To borrow money or make debt service payments;
- 3. To replenish rainy day funds or fund other financial reserves;
- 4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or

SAMPLE Eligible Use Policy UNC Chapel Hill School of Government

2022

- judgment requires the [Local Government Name] to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.);
- 5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
- 6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
- 7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

The Town of Warrenton, and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

### III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All Town of Warrenton employees and officials must comply with these requirements.

- 1. Requests for ARP/CSLFRF funding, must be made in writing and include all the following:
  - a. Brief description of the project
  - b. Proposed budget, broken down by cost item.
  - c. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
- 2. Requests for funding must be submitted to the Board of Commissioners for approval. All requests will be reviewed by Robert Davie for ARP/CSLFRF compliance and by Meredith Valentine for allowable costs and other financial review.
- 3. No ARP/CSLFRF may be obligated or expended before final approval by the Board of Commissioners
- 4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.
- 5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by Robert Davie. Any delay in the projected project completion date shall be communicated to the Robert Davie immediately.
- 6. Meredith Valentine must collect and document required information for each EC, for purposes of completing the required Project and Expenditure reports.
- Meredith Valentine must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.

# ALLOWABLE COSTS AND COST PRINCIPLES FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY NORTH CAROLINA LOCAL GOVERNMENTS

**WHEREAS** the Town of Warrenton, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

**WHEREAS** the funds may be used for projects within these categories, to the extent authorized by state law.

- 1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
- 2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
- 3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- 4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- 5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

**WHEREAS** the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the <u>Assistance Listing</u>; and

**WHEREAS** the <u>Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds</u> provides, in relevant part:

Allowable Costs/Cost Principles. As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

[ARP/CSLFRF] Funds may be, but are not required to be, used along with other funding sources for a given project. Note that [ARP/CSLFRF] Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury's Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

- a. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the [ARP/CSLFRF] Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the [ARP/CSLFRF] program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the [ARP/CSLFRF] award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
- b. <u>Salaries and Expenses</u>: In general, certain employees' wages, salaries, and covered benefits are an eligible use of [ARP/CSLFRF] award funds; and

**WHEREAS** Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARP/CSLFRF funds; and

**WHEREAS** Subpart E of the UG (specifically, 200.400) states that:

The application of these cost principles is based on the fundamental premises that:

- (a) The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.
- (b) The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.

- (c) The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
- (d) The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Federal award.
- (e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered.
- (f) For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.
- (g) The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award;

**BE IT RESOLVED** that the governing board of the Town of Warrenton hereby adopts and enacts the following UG Allowable Costs and Cost Principles Policy for the expenditure of ARP/CSLFRF funds.

### Town of Warrenton Allowable Costs and Costs Principles Policy

### I. ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

The Town of Warrenton shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with Robert Davie, Town Administrator and Meredith Valentine, Finance Officer, who are charged with the administration and financial oversight of the ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the Town Administrator. As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

### II. GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

# 1. Be necessary and reasonable for the proper and efficient performance and administration of the grant program.

A cost must be *necessary* to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project.
- Whether the cost is identified in the approved project budget or application.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

 Whether the cost is a type generally recognized as ordinary and necessary for the operation of the Town of Warrenton or the proper and efficient performance of the federal award.

- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award.
- Market prices for comparable goods or services for the geographic area.
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to the Town of Warrenton\_its employees, the public at large, and the federal government.
- Whether the Town of Warrenton significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.
- 2. Be allocable to the ARP/CSLFRF federal award. A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

- 3. Be authorized and not prohibited under state or local laws or regulations.
- 4. Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.
- 5. Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of the Town of Warrenton
- **6. Be accorded consistent treatment.** A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.
- 7. Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.

**8. Be net of all applicable credits.** The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.

### 9. Be adequately documented.

### III. SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

### § 200.444 General costs of government.

- (a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475). Unallowable costs include:
  - (1) Salaries and expenses of the Office of the Governor of a <u>state</u> or the chief executive of a <u>local government</u> or the chief executive of an <u>Indian tribe</u>;
  - (2) Salaries and other expenses of a <u>state</u> legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;
  - (3) Costs of the judicial branch of a government;
  - (4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in § 200.435); and
  - (5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.
- (b) For <u>Indian tribes</u> and Councils of Governments (COGs) (see definition for *Local government* in § 200.1 of this part), up to 50% of salaries and expenses directly attributable to managing and operating <u>Federal programs</u> by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

[NOTE THAT EXPENDITURES OF ARP/CSLFRF FUNDS IN THE REVENUE REPLACEMENT CATEGORY ARE EXPLICITLY AUTHORIZED IN THE FINAL RULE TO BE SPENT ON GENERAL GOVERNMENT SERVICES.]

#### § 200.416 Cost allocation plans and indirect cost proposals.

- (a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.
- (b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:
  - (1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and
  - (2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.
- (c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

### § 200.417 Interagency service.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

### IV. COST ALLOWABILITY REVIEW PROCESS

### PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARP/CSLFRF-funded project is authorized, the Town Administrator must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

• Local government personnel must submit proposed ARP/CSLFRF projects to the Town Administrator for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item

- Along with a general review of project eligibility and conformance with other governing board management directives, the Town Administrator must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury.
- If a proposed project includes a request for an unallowable cost, the Town Administrator will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.
- Once a proposed project budget is pre-approved by the Town Administrator the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

#### POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the Finance Officer must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The
  cost items should mirror those presented in the proposed budget for the project. If an
  invoice or other demand for payment does not include a breakdown by cost item, the
  Finance Officer will return the invoice to the project manager and/or vendor, contractor,
  or subrecipient for correction.
- The Finance Officer must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
- If all cost items are deemed allowable and properly allocable, the Finance Officer must proceed through the local government's normal disbursement process.
- If any cost item is deemed unallowable, the Finance Officer will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The Finance Officer may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. The Town of Warrenton's governing board must approve any allocation of other funds for this purpose.

• The Finance Officer must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

### V. PROHIBITED Expenditures

No: Pension fund contributions

No: Borrowing money

No: Financial reserves/rainy day fund No: Settlement/judgement/consent decree

No: Undermines or discourages compliance with CDC guidelines

No: Violates conflict of interest provisions

No: Violates state law or other federal laws and regulations, including applicable Uniform

Guidance

### VI. COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

# Record Retention Policy: Documents Created or Maintained Pursuant to the ARP/CSLFRF Award

<u>Retention of Records</u>: The Coronavirus Local Fiscal Recovery Funds ("CSLFRF") <u>Award Terms and Conditions</u> and the <u>Compliance and Reporting Guidance</u> set forth the U.S. Department of Treasury's ("Treasury") record retention requirements for the ARP/CSLFRF award.

It is the policy of the Town of Warrenton to follow Treasury's record retention requirements as it expends CSLFRF pursuant to the APR/CSLFRF award. Accordingly, the Town of Warrenton agrees to the following:

- Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF award for a <u>period of five (5) years</u> after all CLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act "ARPA," Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow the Treasury Office of Inspector General and the Government Accountability
  Office, or their authorized representatives, the right of timely and unrestricted access to
  any records for the purpose of audits or other investigations.
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

<u>Covered Records:</u> For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the Town of Warrenton's expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.
- Documentation of rational to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARP/CSLFRF award;
- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and
- Indirect cost rate proposals

**Storage:** The Town of Warrenton's records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

<u>Departmental Responsibilities</u>: Any department or unit of the Town of Warrenton, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the Town to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The Finance Officer is responsible for identifying the documents that the Town must or should retain and arrange for the proper storage and retrieval of records. The Finance Officer shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Reporting Policy Violations: The Town of Warrenton is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the Town Administrator or Finance Officer. The Town of Warrenton prohibits, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

<u>Questions About the Policy</u>: Any questions about this policy should be referred to Robert Davie, Town Administrator, 252-257-1122 Ext 201, who is in charge of administering, enforcing, and updating this policy.

### Civil Rights Compliance/Nondiscrimination Policy in Administration of American Rescue Plan Act of 2021 Funds

**WHEREAS**, the Town of Warrenton has received an allocation of funds from the "Coronavirus State Fiscal Recovery Fund" or "Coronavirus Local Fiscal Recovery Fund" (together "CSLFRF funds"), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the "ARP/CSLFRF award").

**WHEREAS,** CSLFRF funds are subject to the U.S. Department of Treasury ("Treasury") regulations, including the Final Rule, the Award Terms and Conditions, and the Title VII implementing regulations at 31 C.F.R. Part 22.

**WHEREAS**, pursuant to the ARP/CSLFRF Award Terms and Conditions, and as a condition of receiving CSLFRF funds, the [LOCAL GOVERNMENT] agrees to follow all federal statutes and regulations prohibiting discrimination in its administration of CSLFRF under the terms and conditions of the ARP/CSLFRF award, including, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin within programs or activities receiving federal financial assistance:
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance:
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**RESOLVED**, That the governing board of the Town of Warrenton hereby adopts and enacts the following nondiscrimination policy, which shall apply to the operations of any program, activity, or facility that is supported in whole, or in part, by expenditures CSLFRF pursuant to the ARP/CSLFRF award.

### **Nondiscrimination Policy Statement**

It is the policy of the Town of Warrenton to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the befits of, or be otherwise subject to discrimination under any program or activity administered by the Town of Warrenton including programs or activities that are funded in whole or part, with Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF"), which the [LOCAL GOVERNMENT] received from the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (herein the "ARP/CSLFRF award").

### I. Governing Statutory & Regulatory Authorities

As required by the CSLFRF <u>Award Terms and Conditions</u>, the Town of Warrenton shall ensure that each "activity," "facility," or "program" that is funded in whole, or in part, with CSLFRF and administered under the ARP/CSLFRF award, will be facilitated, operated, or conducted in compliance with the following federal statutes and federal regulations prohibiting discrimination. These include, but are not limited to, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

<sup>&</sup>lt;sup>1</sup> 22 C.F.R. § 22.3 defines "program" and "activity" as all operations of an entity, including local governments, that receive Federal financial assistance, and the departments, agencies, or special purpose districts of the local governments to which Federal financial assistance is distributed. "Federal financial assistance" includes, among other things, grants and loans of federal funds. "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration, or acquisition of facilities.

# II. <u>Discriminatory Practices Prohibited in the Administration of the ARP/CSLFRF</u> <u>Award</u>

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities, the Town of Warrenton shall prohibit, at a minimum, the following practices in its administration of CSLFRF pursuant to the ARP/CSLFRF award:

- 1. Denying to a person any service, financial aid, or other program benefit without good cause:
- 2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program.
- 3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
- 4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
- 5. Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
- 6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
- 7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
- 8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
- 9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
- 10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

### **III.** Reporting & Enforcement

- 1. The Town of Warrenton shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Town of Warrenton shall comply with information requests, on-site compliance reviews, and reporting requirements.
- 2. The Town of Warrenton shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. The Town of Warrenton shall inform the Treasury if it has received no complaints under Title VI.
- 3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
- 4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by the Town of Warrenton in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence:

Robert Davie, Town Administrator, 113 S. Bragg St., Warrenton, N.C. 27589 252-257-1122, Ext. 201

### **CONFLICT OF INTEREST POLICY**

# APPLICABLE TO CONTRACTS AND SUBAWARDS OF THE TOWN OF WARRENTON SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE

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### I. Scope of Policy

- a. <u>Purpose of Policy</u>. This Conflict of Interest Policy ("*Policy*") establishes conflict of interest standards that (1) apply when the Town of Warrenton enters into a Contract (as defined in <u>Section II</u> hereof) or makes a Subaward (as defined in <u>Section II</u> hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- b. Application of Policy. This Policy shall apply when the Unit (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

### II. **Definitions**

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this <u>Section II</u>: Any capitalized term used in this Policy but not defined in this <u>Section II</u> shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. "COI Point of Contact" means the individual identified in Section III(a) of this Policy.
- b. "Contract" means, for the purpose of Federal Financial Assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a Federal award.
- c. "Contractor" means an entity or individual that receives a Contract.
- d. "Covered Individual" means a Public Officer, employee, or agent of the Unit.
- e. "Covered Nonprofit Organization" means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).
- f. "Direct Benefit" means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission

- directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.
- g. "Federal Financial Assistance" means Federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. "Governing Board" means the Board of Commissioners of the Unit.
- i. "Immediate Family Member" means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- j. "Involved in Making or Administering" means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. "Pass-Through Entity" means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1. "Public Officer" means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.
- m. "Recipient" means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- n. "Related Party" means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- o. "Subaward" means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- p. "Subcontract" means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. "Subcontractor" means an entity that receives a Subcontract.
- r. "Subrecipient" means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. "Unit" has the meaning specified in <u>Section I</u> hereof.

### III. COI Point of Contact.

- a. Appointment of COI Point of Contact. Robert Davie, an [employee] of the Unit, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that Robert Davie is unable to serve in such capacity, Mayor Walter Gardner shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the "COI Point of Contact".
- b. <u>Distribution of Policy</u>. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

### IV. Conflict of Interest Standards in Contracts and Subawards

- a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.
  - i. <u>G.S. § 14-234(a)(1)</u>. A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
  - ii. <u>G.S. § 14-234(a)(3)</u>. No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.

- iii. G.S. § 14-234.3. If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
- iv. G.S. § 14-234.1. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

### b. Federal Standards.

- i. <u>Prohibited Conflicts of Interest in Contracting</u>. Without limiting any specific prohibition set forth in <u>Section IV(a)</u>, a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.
  - Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.
  - 2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

### ii. <u>Identification and Management of Conflicts of Interest.</u>

### 1. Duty to Disclose and Disclosure Forms

a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.

- b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
- c. If the value of a proposed Contract or Subaward exceeds \$[250,000], the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in <u>Exhibit C</u> (for Contracts) and <u>Exhibit E</u> (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the Unit.

### 2. <u>Identification Prior to Award of Contract or Subaward.</u>

a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in <u>Exhibit B</u> (for Contracts) and <u>Exhibit D</u> (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

### 3. Management Prior to Award of Contract or Subaward

- a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to Mayor Walter Gardner and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
  - accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or
  - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in

writing document a justification supporting such rejection.

b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.

### 4. <u>Identification After Award of Contract or Subaward</u>.

a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the Mayor Walter Gardner and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

### 5. <u>Management After Award of Contract or Subaward.</u>

- a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to <u>Section IV(b)(ii)(4)</u>, the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
  - i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
  - ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

### V. Oversight of Subrecipient's Conflict of Interest Standards

a. <u>Subrecipients of Unit Must Adopt Conflict of Interest Policy</u>. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has

- adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.
- b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

### VI. Gift Standards

- a. <u>Federal Standard</u>. Subject to the exceptions set forth in <u>Section VI(b)</u>, a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:
  - i. honorariums for participating in meetings;
  - ii. advertising items or souvenirs of nominal value; or
  - iii. meals furnished at banquets.
- c. <u>Internal Reporting</u>. A Covered Individual shall report any gift accepted under <u>Section VI(b)</u> to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

### VII. Violations of Policy

- a. <u>Disciplinary Actions for Covered Individuals</u>. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.
- b. <u>Disciplinary Actions for Contractors and Subcontractors</u>. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.

c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

	*	*	*	*	*	*	*	*	*
Adopted this the [] day of [	_],	, [					].		

### EXHIBIT A

### Examples

Potential Examples of a "Financial or Other Interest" in a Firm or Organization Considered for a Contract or Subaward	Potential Examples of a "Tangible Personal Benefit" From a Firm or Organization Considered for a Contract or Subaward
Direct or indirect equity interest in a firm or	Opportunity to be employed by the firm considered
organization considered for a Contract or	for a contract, an affiliate of that firm, or any other
Subaward, which may include:	firm with a relationship with the firm considered
- Stock in a corporation.	for a Contract.
- Membership interest in a limited liability	
company.	A position as a director or officer of the firm or
- Partnership interest in a general or limited	organization, even if uncompensated.
partnership.	
- Any right to control the firm or	
organization's affairs. For example, a	
controlling equity interest in an entity that	
controls or has the right to control a firm	
considered for a contract.	
- Option to purchase any equity interest in a	
firm or organization.	
Holder of any debt owed by a firm considered for	A referral of business from a firm considered for a
a Contract or Subaward, which may include:	Contract or Subaward.
- Secured debt (e.g., debt backed by an asset	
of the firm (like a firm's building or	
equipment))	
- Unsecured debt (e.g., a promissory note	
evidencing a promise to repay a loan).	
o Holder of a judgment against the	
firm.	Delitical or again influence (a.g. a gramica of
Supplier or contractor to a firm or organization	Political or social influence (e.g., a promise of
considered for a Contract or Subaward.	appointment to an local office or position on a public board or private board).

## **EXHIBIT B**

### COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The Town of Warrenton ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in <u>Section II</u> of the Policy). The Policy designates Robert Davie as the "COI Point of Contact." The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in <u>Section II</u>) and file the Checklist in the records of the Unit.

## **Instructions for Completion**

- 1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
- 2. If the value of the proposed Contract exceeds \$[250,000], the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
- 3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to Mayor Walter Gardner and to each member of the Governing Board.

## Definitions.

- 1. *Covered Individual*. Each person identified in Section 1 of this Checklist is a "Covered Individual" for purposes of this Compliance Checklist and the Policy.
- 2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- 3. Related Party means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step			
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	Name of Contract:	
		Name of Counterparty	
		Subject of Contract:	
2		n the selection, award, or administration of the Covered Individual has been provided with a copy	
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	considered for a Contract. [If the	lividual has a (i) financial or other interest in, or estimated Contract amount exceeds \$[250,000], rm with the COI Point of Contact.]	
Any identified	Public Officials	<i>Employees</i>	Agents
interest in Step 3 is a potential "real" conflict of interest.			
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the considered from a Contract. If the estimated Contract amount exceeds \$[250,000], ensure that each Covered Ir a Conflict of Interest Disclosure Form with the COI Point of Contact.		
Any identified interest in Step 4 is a potential "real" conflict of interest.	Public Officials – Related Party	Employees – Related Party	<u> Agents – Related Party</u>

5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest tangible personal benefit from a firm considered for a Contract? If yes, explain.					
Any identified interest in Step 5 is a potential "apparent" conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>			

COI Point of Contact:	
Signature of COI Point of Contact:	
Date of Completion:	

## **EXHIBIT C**

## CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM

## FOR OFFICIALS, EMPLOYEES, AND AGENTS

The Town of Warrenton ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in <u>Section II</u> of the Policy). The Policy designates Robert Davie as the "COI Point of Contact."

be	The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may involved in the selection, award, or administration of the following contract:						
cor	inancial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent onflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy s a guide, please answer the following questions:						
1							
1.	Do you have a financial or other interest in a firm considered for this Contract?						
	Yes No Unsure: If the answer is Yes or Unsure, please explain:						
	the unswer is Tes of Onsure, please explain.						
2.	Will you receive any tangible personal benefit from a firm considered for this Contract?						
	Yes No Unsure:						
	If the answer is Yes or Unsure, please explain:						
3.	For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.						
	a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?						
	Yes No Unsure:						
	If the answer is Yes or Unsure, please explain:						

b. Do you have an immediate Family Member that will receive a tang benefit from a firm considered for this Contract?				
		Yes	No	Unsure:
4.	Do you have a Contract?	any other partne	er with a financ	cial or other interest in a firm considered for this
		Yes	No	Unsure:
		If the answer i	s Yes or Unsure	, please explain:
5.	Will any other this Contract?	partner of your	rs receive any ta	ngible personal benefit from a firm considered for
		Yes	No	Unsure:
		If the answer i	s Yes or Unsure	, please explain:
6.	•	d for this Conti	ract or will such tract?	than the Unit) have a financial or other interest in an current or potential employer receive a tangible  Unsure:
		If the answer i	s Yes or Unsure	, please explain:
7.	Benefits to Em	<u>ployers</u>		
				ther than the Unit) of any of your Immediate Family rest in a firm considered for this Contract?
		Yes	No	Unsure:
		If the answer i	s Yes or Unsure	, please explain:
				ther than the Unit) of any of your Immediate Family enefit from this Contract?
		Yes	No	Unsure:
		If the answer i	s Yes or Unsure	nlease explain:

	c.		_		er (other than the considered for th		artner of yours have a
			Yes	No	Unsure:		
			If the answer	is Yes or Uns	ure, please expla	in:	
	d.		current or poten		•	Unit) of any part	tner of yours receive a
			Yes	No	Unsure:		
			If the answer	is Yes or Uns	ure, please expla	in:	
8.	interes	t in a firr	-	_			ive a financial or other
		Yes	No	Un	sure:		
		If the a	answer is Yes o	r Unsure, plea	se explain:		
9.	Memb	er of you	urs has a finan	cial or other		n considered for	ny Immediate Family this Contract or will
		Yes	No	Un	sure:		
		If the a	answer is Yes o	r Unsure, plea	se explain:		
10.	employ	yer (othe	r than the Unit)	has a financia		t in a firm consid	ar current or potential dered for this Contract ontract?
		Yes	No	Un	sure:		
		If the a	answer is Yes of	r Unsure, plea	se explain:		

11. Does any existing situation or relationship create the <u>appearance</u> that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other

	rest in a firm considered for this Contract or will receive a tangible personal benefit from a firm sidered for this Contract?					
Ye	es	No	Unsure:			
If	the answer is	Yes or Unsure, p	lease explain:		-	
employer	(other than the lost for this Cont	ne Unit) of any	other partner has a	carance that any current or financial or other interest had benefit from a firm consi	in a firm	
Ye	es	No	Unsure:			
If	the answer is	Yes or Unsure, p	lease explain:		-	
		* *	* * * * * *			
Sign Name:				_		
Print Name:				_		
Name of Employer						
Job Title:				_		
Date of Completio	n:			_		

\* \* \* \* \* \* \* \* \*

## **EXHIBIT D**

#### COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

The Town of Warrenton ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in <u>Section II</u> of the Policy). The Policy designates Robert Davie as the "COI Point of Contact." The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

## **Instructions for Completion**

- 1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
- 2. If the value of the proposed Subaward exceeds \$[250,000], the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
- 3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to Mayor Walter Gardner and to each member of the Governing Board.

## Definitions.

- 1. *Covered Individual*. Each person identified in Section 1 of this Checklist is a "Covered Individual" for purposes of this Compliance Checklist and the Policy.
- 2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- 3. Related Party means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step				
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	Name of Contract:		
		Name of Counterparty		
		Subject of Subaward:		
2		n the selection, award, or administration of the overed Individual has been provided with a cop		
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>	
3		lividual has a (i) financial or other interest in, or estimated Subaward amount exceeds \$[100,0]		
		Form with the COI Point of Contact.]	ooj, ensure mat each Covered murvidual mes	
Any identified interest in Step 3 is a potential "real" conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>	
4	considered from a Subaward. If the	ny Related Party has a (i) financial or other interest in or (ii) tangible personal benefit fr Subaward. If the estimated Subaward amount exceeds \$[100,000], ensure that each Co Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 4 is a potential "real" conflict of interest.	Public Officials – Related Party	Employees – Related Party	<u>Agents – Related Party</u>	

5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in ottangible personal benefit from a firm considered for a Subaward? If yes, explain.				
Any identified interest in Step 5 is a potential "apparent" conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>		

COI Point of Contact:	
Signature of COI Point of Contact:	
Date of Completion:	

## **EXHIBIT E**

## SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM

## FOR OFFICIALS, EMPLOYEES, AND AGENTS

The Town of Warrenton ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in <u>Section II</u> of the Policy). The Policy designates Robert Davie as the COI Point of Contact.

	The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may involved in the selection, award, or administration of the following subaward:  (the "Subaward"). To safeguard the Unit's expenditure of deral Financial Assistance, the COI Point of Contact has requested that you identify any potential real or
	parent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to Policy as a guide, please answer the following questions:
1.	Do you have a financial or other interest in a firm considered for this Subaward?
	Yes No Unsure:
	If the answer is Yes or Unsure, please explain:
2.	Will you receive any tangible personal benefit from a firm considered for this Subaward?  Yes No Unsure:
	If the answer is Yes or Unsure, please explain:
3.	For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.
	a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?
	Yes No Unsure:  If the answer is Yes or Unsure, please explain:

b. Do you have an immediate Family Member that will receive a tang benefit from a firm considered for this Subaward?			,	
		Yes	No	Unsure:
4.	Do you have a Subaward?	any other partn	er with a finan	cial or other interest in a firm considered for this
		Yes	No	Unsure:
		If the answer	is Yes or Unsure	e, please explain:
5.	Will any other this Subaward?	_	rs receive any ta	angible personal benefit from a firm considered for
		Yes	No	Unsure:
		If the answer	is Yes or Unsure	e, please explain:
6.		d for this Suba t from this Sub	ward or will suc award?	than the Unit) have a financial or other interest in a ch current or potential employer receive a tangible Unsure:
		If the answer	is Yes or Unsure	e, please explain:
7.	Benefits to Em	ployers		
				other than the Unit) of any of your Immediate Family erest in a firm considered for this Subaward?
		Yes	No	Unsure:
		If the answer	is Yes or Unsure	e, please explain:
		_		other than the Unit) of any of your Immediate Family benefit from this Subaward?
		Yes	No	Unsure:
		If the answer	is Yes or Unsure	e please explain:

	c.		current or pote al or other inter				-	_	f yours have a
			Yes	No	Uns	ure:			
			If the answer	is Yes or Un	sure, pleas	e explain:			
	d.		current or poter e personal bene				t) of any p	partner of y	ours receive a
			Yes	No	Uns	ure:			
			If the answer	is Yes or Un	sure, pleas	e explain:			
8.	interes	t in a fir	ing situation or m considered f I for this Subaw	or this Suba			-		
		Yes	No	U	nsure:				
		If the a	inswer is Yes or	r Unsure, ple	ease explain	n:			
9.	Memb	er of you	ting situation ours has a finance ble personal ber	cial or other	interest in	a firm con	nsidered fo	or this Sub	
		Yes	No	U	nsure:				
		If the a	inswer is Yes or	r Unsure, ple	ease explain	n:			
10.	employ	yer (othe	ing situation o er than the Un ill receive a tan	it) has a fin	nancial or	other inter	rest in a	firm consi	dered for this
		Yes	No	U	nsure:				
		If the a	inswer is Yes or	r Unsure, ple	ease explain	1:			

11. Does any existing situation or relationship create the <u>appearance</u> that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other

	in a firm consinsidered for thi		Subaward or will recei	ive a tangible personal benefit from a
	Yes	No	Unsure:	
	If the answer i	s Yes or Unsure	, please explain:	
employe	er (other than red for this Sub	the Unit) of an	y other partner has a	earance that any current or potential financial or other interest in a firm onal benefit from a firm considered for
	Yes	No	Unsure:	
	If the answer i	s Yes or Unsure	, please explain:	
		*	* * * * * * *	
Sign Name:				_
Print Name:				_
Name of Employ	yer			_
Job Title:				_
Date of Complet	cion:			_

E-11

\* \* \* \* \* \* \* \* \*



Walter M. Gardner, Jr. – Mayor Robert F. Davie, Jr. – Town Administrator P.O. Box 281 Warrenton, NC 27589-0281 (252) 257-1122 Fax (252) 257-9219 www.warrenton.nc.gov

## **ARP Expenditure Request**

Battle Avenue Storm Water Project

Previous approvals and expenditures for this project include \$5000 for survey of adjoining properties (\$4900 actually spent) and \$1000 for application to the State for determination of intermittent stream status (\$980 actually spent).

Requesting \$226 for legal expenses related easements from property owners.

We anticipate further expenses in the \$20,000 to \$25,000 range to complete the physical repairs to the storm water area, once approval is received by the State.

# Banzet, Thompson, Styers & May, PLLC 101 N. Front St.

Warrenton, NC 27589

## Invoice

Date	Invoice #	
10/3/2022	3969764	

Bill To	
Town of Warrenton Administrator PO Box 281 Warrenton, NC 27589	

Description	Qty	Rate	Amount
Drafting Easement Battle/King Street Easement Drafted 9/1/2021		200.00	200.00
Register of Deeds - Recording Costs		26.00	26.00

Phone #	E-mail
252-257-3166	contact@banzetlaw.com
1	nline Payments - inzetlaw.com/payments
11ttps://06	inzetiaw.com/payments

Total	\$226.00
Payments/Credits	\$0.00
Balance Due	\$226.00



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**Summary: Spring Street Storm Water Repairs** 

Two holes opened up around storm water piping underneath Spring Street during recent months which were reported to staff by a commissioner and a citizen. These holes, 3 feet and 5 feet deep, made the street structurally unsound and required immediate attention and repair.

Gravel and asphalt were used to support and repair the structure under the street and around the storm water pipe. Additionally resurfacing of asphalt and repair of curb and gutter was required.

Repair costs for holes were \$765 and \$4146 respectively. **Request Board approval of use of ARP funds for both of these storm water expenditures.** 

## KPH PAVING & LANDSCAPING, INC.

P. O. Box 129 Macon, NC 27551

# Invoice

Date 11/2/2022	Invoice #
11/2/2022	3064

Bill To		
Town Of Warrenton P.O. Box 281 Warrenton, N.C.27589		

7.		P.O. No.	Terms	Project
			Due on receipt	
Item	Description	Qty	Rate	Amount
Concrete	-Concrete Repair.;11/01/2022;#CG1.;5.0'x2.5'x24"= -Subtotal		1 765.00	0 765.00 765.00
hank you for the o	pportunity to serve you.	<u> </u>	Γotal	\$765.00
		F	Payments/Credits	\$0.00
			Balance Due	\$765.00

## KPH PAVING & LANDSCAPING, INC.

P. O. Box 129 Macon, NC 27551

# Invoice

Date	Invoice #
11/2/2022	3063

Bill To		
Town Of Warrenton P.O. Box 281 Warrenton, N.C. 27589		

		P.O. No.	Terms	Project
			Due on receipt	
Item	Description	Qty	Rate	Amount
Paving	Paving, Patchwork; 11/01/2022;#01 Spring St.;7.0'x7.0'x8.0"=49.0sq.ft.x8.0"= Paving, Patchwork; ";#2 Spring St.;16.5'x7.5'x8.0"=123.75 sq.ft.x8.0"= -Subtotal	123.	19 24.00 75 24.00	1,176.00 2,970.00 4,146.00
hank you for the	opportunity to serve you.	То	tal	\$4,146.00
		Pa	yments/Credits	\$0.00
	Ва	alance Due	\$4,146.00	



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## **Summary: Zoom and Invoice Cloud Software Expenditures**

- 1. Post COVID restrictions, the Town continues to utilize Zoom software for numerous events and meetings, and particularly for Planning Board meetings. Initial costs for the software were taken from COVID funding. This is a request for Board approval to pay for Zoom from ARP funding for the past eight months and the next eight months until the end of FY 2023. Monthly recurring costs are \$14.99. The total for the past eight and next eight months and for approval is \$239.84.
- 2. Technology improvements to increase public access and delivery of government programs and services. Reimbursement of an expense in March 2022. This is a request for Board approval to pay for interfacing Invoice Cloud with Southern Software FMS \$250 out of ARP funds.



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## **Zoning, Historic District and Compliance Software**

#### **Problem:**

Significant increases in the number of Historic District, Zoning and Special Use applications as well as the increase in compliance issues have created a burden on staff and demonstrated a need to automate, track, and record all applications, permits and nastygrams. Each of the Town's ordinances has its own unique set of requirements for advertising, number of notices, time periods for notice, etc. The complexity has been manageable until recently, but with the increasing number of applications a tool is needed.

#### **Solution:**

Staff have demoed a solution from iWorQ. SaaS software from iWorQ is widely used in North Carolina and other states by municipalities of Warrenton's size as well as larger counties for the purpose of tracking and improving workflow for zoning and compliance purposes. Features include: importing of parcel data from the county GIS system, separate dashboards for zoning and compliance and Historic District, permit templates, letter templates, automation of letters and emailing of permits. Also, iWorQ can be tailored to the Town's specific ordinance requirements, allowing for unique uses such as advertising, number of prior notices required, time periods between notices.

#### Cost:

iWorQ comes as a recommendation by planning individuals from both Hillsborough and Youngsville. Three-year contractual term at \$2000 annually plus a one-time setup fee of \$1200, for a two-user subscription. Funds could be used from the Contingency line 37-401-998, which has \$3391 remaining or from ARP funds.

Requesting approval of iWorQ agreement utilizing ARP Funds.



## **IWORQ SERVICE AGREEMENT**

## For iWorQ applications and services

Warrenton here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

## 1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

### 2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

## 3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.





Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

## 4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

## 5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

#### 6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

## 7. TERMINATION:

Either party may terminate this agreement, <u>after the initial 3-YEAR TERM</u>, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately





become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

### 8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

## 9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

### 10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact		Title	
Office Phone	Cell		
Email		_	
Secondary Implementation Contact		Title	
Office Phone	Cell		
Email		_	
Portal Setup Contact (if applicable)		Title	
Office Phone	Cell		
Email	Signature		

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).



## 11. CUSTOMER BILLING INFORMATION:

Billing Contact	Title
Billing Address:	
Office Phone	Cell
Email	
PO#	(if required) Tax Exempt ID #
12. ACCEPTANCE	:
	Agreement is listed below. Authorized representative of Customer Agreement and agree and accept all the terms.
Signature	Effective Date:
Printed Name	
Title	
Office Number	
Cell Number	



# iWorQ Service(s) Agreement APPENDIX A





## **iWorQ Price Proposal**

Warrenton	Population- 845
133 S. 133 S Main Street PO Box 281 Warrenton, NC 27589	Prepared by: Joseph Vernon

## **Annual Subscription Fees**

Application(s) and Service(s)	Package Price	Billing
Community Development (Basic)	\$2,000	Annual
*Permit Management		
*Code Enforcement		
-Available on any computer, tablet, or mobile device using Chrome Browser -Track permits and cases with customizable reporting -Track fees and payments -Inspection and plan review tracking -Track violations, activities and follow ups -Includes Premium Data (25MB Uploads, 100GB Total Storage) -OpenStreetMap tracking abilities with quarterly updates -Free forms, letters, and/or permits utilizing iWorQ's template library, and up to 3 custom letters/forms		
Subscription Fee Total (This amount will be invoiced each year)	\$2,000	Annual

## One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	<u>Package</u>	<u>Billing</u>
		<u>Price</u>	
Implementation and Setup cost year 1	\$1,200	\$1,200	Year One
Up to 5 hours of GIS integration and data conversion	<del>\$1,000</del>	Included	Year One
Data Conversion	<del>\$4,900</del>	Included	Year One
One-Time Setup Total (This amount will be	<del>\$7,100</del>	\$1,200	Year One
added year 1)			
Grand Total Due Year 1	<del>\$9,100</del>	\$3,200	Year One





## **NOTES AND SERVICE DESCRIPTION**

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.



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## Staff Recommendations for Appointments to the Zoning Board of Adjustments

- Peter Holloway to replace Claude Burrows (in-town). Peter lives at 327 N. Main Street.
- Monique Hinton to replace Debbe Spear (in-town alternate). Monique lives at 304 N. Main Street.
- Annette Silver to replace Sallie White (out-of-town alternate). Annette lives at 320 Warren Street.

## TOWN OF WARRENTON

"Historically Great - Progressively Strong"

P. O. Box 281

Warrenton, NC 27589-0281
PHONE (252) 257-3315 FAX (252) 257-9219
www.warrenton.nc.gov

## STATEMENT OF INTEREST TO SERVE

If you are a Town of Warrenton or Warren County resident and would like to be appointed or volunteer your time and expertise to your community, please complete and return to:

Warrenton Board of Commissioners c/o Town Administrator P O Box 281 Warrenton, NC 27589

Please list in order of preference the Boards and Commissions for which you would be willing to serve:
1. Zoning Planning 3.
1. <u>Zoning</u> Planning 3. 2. 4.
Your full name: Peter Holloway  Date of Birth: Yes 55 Sex M Race W
Mailing Street Address: 327 N Main Sh
City and Zip Code Warrenton NC 27589
Home Phone 502 905 9004 Work Phone Cell Phone
Job Title Executive Director
Company or Agency Lakeland Cultural Arts Center
Email Address Anh 55@ aol-com
Are you a full time resident of the Town of Warrenton YES NO
Educational Background
Name of High School Attended Northern Valley Regional H.S. Old Tappan N
Name of High School Attended Northern Valley Regional H.S. Old Tappan N. Name of College Attended William & May
Degree Received /
Please list any military experience and rank when discharged

If you are presently serving or have previously served as an elected or appointed official, please explain:
I am not nor have not been
Please list all past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications. Please feel free to attach a resume if so desired.
Work Experience
around the country, then 20 years in adventising, followed by 18 years in non-profit arts management
followed by 18 years in non-profit arts management
Volunteer Experience
How did you become aware of Town of Warrenton volunteer or appointment opportunities? (Please circle appropriate response)
Newspaper Current Town of Warrenton Volunteer Web Site Staff Other
If other, please explain asked to volviteer
I affirm that the above statements are true and if appointed, I will serve to the best of my ability.
Signature VM /ollowy Date 10/25/22

## TOWN OF WARRENTON

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## STATEMENT OF INTEREST TO SERVE

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Warrenton Board of Commissioners c/o Town Administrator P O Box 281 Warrenton, NC 27589

Please list in order of preference the Boards and Commissions for which you would be willing to serve:
1. ZONING BOARD OF Adjustrusiot 3.
2
Your full name: MONIQUE MARION HINTON
Date of Birth: OCTOBER 15, 1942 Sex FEMALE Race AJUCAN AMERICAN
Mailing Street Address: 324 NORTH MAIN STREET
City and Zip Code Warrenon, NC 27589
Home Phone N A Work Phone 252-430-2037 Cell Phone 252-213-5770
Job Title Buyer's Assistant
Company or Agency VARIETY Whole SALERS THE FROSS DISCOUNT STORES
Email Address LIVEN LARGE 247@ GMAIL. COM
Are you a full time resident of the Town of Warrenton YES NO
Educational Background
Name of High School Attended Jamaica High School, QUEENS NY
Name of College Attended UNC of PEM bzok &
Degree Received Bachelor & Interdisciplinary Studies: Public Administrator
Please list any military experience and rank when discharged N

If you are presently serving or have previously served as an elected or appointed official, please explain:
Please list all past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications. Please feel free to attach a resume if so desired.  Work Experience SES RESUME ATTACHED
Volunteer Experience SEE RESums attached
How did you become aware of Town of Warrenton volunteer or appointment opportunities? (Please circle appropriate response Newspaper Current Town of Warrenton Volunteer Web Site Staff Other
I affirm that the above statements are true and if appointed, I will serve to the best of my ability.  Signature Above Statements are true and if appointed, I will serve to the best of my ability.  Date 10/24/2022

# Monique M. Hinton

Warrenton, NC 27589 🏫

(252) 213-5770 📞

LivenLarge247@gmail.com



www.linkedin.com/in/monique-washington-hinton-1a542015

e working in fast-paced environments to include former

Administrative support professional with experience working in fast-paced environments to include former I/T Specialist with over 16 years of experience in the Computer Technology industry. Experienced salesperson in outside and in-house sales of various venues. Confident and poised in interactions with individuals at all levels. Excellent time management skills, outstanding managerial and organizational skills, creative and analytical thinker, patient instructor, and team player. Proficient in Conflict Management, customer service, and public speaking. Skilled in Microsoft Office and Google Workspace software.

## **Experience**

DECEMBER 2021 - PRESENT

## Buyer's Assistant/Roses Discount Stores-Variety Wholesalers Inc, Henderson, NC

Responsible to provide diversified support for Buyers in a dynamic fast-pasted work environment. I utilized strong communication skills while acting as a liaison between the Buyers, Internal Business Partners, and the Vendor Community. Strong organizational skills were applied to multitasking while maintaining attention to detail. Provided resourcefulness and confidence in problem solving. Worked independently as well as within a team.

#### AUGUST 2019 – DECEMBER 2021

## Career Preparation Advisor/Adams & Associates, Kittrell Job Corps Center, Kittrell, NC

Working in a government supported job training and education program, my responsibilities include supporting youth development by advising disadvantaged young people aged 16-24 on the processes toward gainful employment. Responsible to facilitate group discussions in diversity, conflict resolution, job search, employment, information technology, wellness, personal development, logistical support, and independent living during the Introduction to Center Life program. Due to the pandemic, I implemented necessary adjustments for distance learning using new technologies to teach the students Life Skills and Career Planning as they learned from home.

## JULY 2017 - JULY 2019

## Work-Based Learning Advisor/Adams & Associates, Kittrell Job Corps Center, Kittrell, NC

Responsible to provide students with employability training leading to full-time employment, higher education, or advanced training. Coordinated and managed Work-Based Learning program ensuring students were actively participating in on- and off-center on-the-job training assignments to improve employability skill-set. Maintained professional relationships with businesses providing internship opportunities. Provided students with transportation services and participated in Center Transition Readiness/Grad-90 program.

#### FEBRUARY 2015 - JUNE 2017

## Administrative Assistant/Adams & Associates, Kittrell Job Corps Center, Kittrell, NC

Responsible to provide Deputy Center Director and the Education and Training Department with administrative and technical support. Assisted and coordinated special projects and provided support to other departments, as required. Conducted research, prepared statistical reports, handled information requests and performed clerical functions such as maintaining required documentation, preparing correspondence, receiving visitors, arranging conference calls, and scheduling meetings. Ensured timely submission, logging, and tracking of all Center contract deliverables, requests, reports, and correspondence. Responsible for quality of internal/external communications with the Corporate Office, Department of Labor, and external organizations. Maintained Job Corps systems and libraries to include CIS, CTS, CSSR, CMR, PRH, eRequester, SchoolDude, Sharepoint, Job Corps Program Instructions and Information Notices, Regional Directives, and SOP's.

#### OCTOBER 2011 - FEBRUARY 2015

## Office Assistant/International Woman's Missionary Society, Washington, DC

Responsible for administrative and secretarial support functions for the President of an international NGO of 800,000 members spanning 39 countries on 5 continents. Managed membership and financial information for reporting to the Board Members, Treasurer, Accountant, and Auditors of the International Women's Missionary Society Foundation, Inc. Organized Vendor/Exhibit provisions for 1000-3000 participants during international conferences. Coordinated 2-year AARP Membership Campaign with the office of the Vice President of AARP Multi-Cultural Markets.

#### OCTOBER 2008 - OCTOBER 2011

## Counter Manager/Belk Stores, Monroe, NC

Responsible for increased sales volume and customer satisfaction of the Lancôme product line. Coordinated sales events and promotions. Represented Fashion Fair and Elizabeth Arden product lines and contributed to other departments, as required. Maintained store inventory during scheduled events.

### MAY 2003 – OCTOBER 2011

## Real Estate Broker/Allen Tate Company, Charlotte, NC

Educated and guided clients through steps of the home investment process. Negotiated, coordinated, and communicated terms with all involved parties for successful results. Certified by the North Carolina Association of Realtors to represent buyers with distinction as an Accredited Buyers Representative. Prepared and marketed homes for immediate sale. Maintained financial integrity of Agency, Buyers, and Sellers.

## MARCH 1985 - MAY 2001

# I/T Specialist; Sr. Associate Programmer; Production Support Analyst; Sr. Computer Operator; Support Tech/ IBM Corporation, Charlotte, NC; Lexington, KY; Southbury, CT; Franklin Lakes, NI

Having various positions in a number of IBM locations, responsibilities included Project Management for implementation of Y2K software packages. Applied knowledge of customer's programming needs to recommend new design approaches. Interfaced with IBM customers, Financial Organizations, and System Support to foster customer satisfaction. Effectively designed, coded, and tested program enhancements through PL/I and COBOL languages and JCL coding for DL/I, CICS, and DB2 applications on TSO/ISPF interface. Provided leadership for co-op students and subcontractors to maximize contributions to the department. Maintained a Team Leadership role for all customer processing issues during 2-year department transition, receiving 2 Team Informal Awards and 3 Individual Informal Awards.

## **Education**

- ➤ Bachelor of Interdisciplinary Studies degree in Public and Non-Profit Administration, University of North Carolina at Pembroke, North Carolina.
- > Coursework toward Bachelor degree in Organizational Management at Midway College, Kentucky.
- > Coursework toward Bachelor degree in Computer Information Systems at Pace University, New York.
- Associate of Applied Science degree in Data Processing: Operations/Programming, LaGuardia Community College, New York.
- Notary Public, State of North Carolina. Expiration, May 2026.
- > Certificate of Completion, Notary Public, Vance-Granville Community College, Warrenton, NC.
- Real Estate Brokerage License, North Carolina Real Estate Commission, June 2023.
- > Certificate of Completion, Accredited Buyers Representative, North Carolina Association of Realtors.
- > Certificate of Completion, Real Estate Brokerage Pre-licensing, Central Piedmont Community College.
- > Certificate of Completion, Real Estate Salesperson Pre-licensing, Central Piedmont Community College.
- > Certificate of Completion, Basic Income Tax Course, Jackson Hewitt

## **Activities**

Committed to community service. Extensive volunteer history includes involvement in various church outreach organizations, Missionary Outreach Coordinator, Debutante-Masters Commission Leader, Habitat for Humanity Nurturer, and the Federal Bureau of Prisons program participant.

## **TOWN OF WARRENTON**

"Historically Great - Progressively Strong"

P. O. Box 281

Warrenton, NC 27589-0281
PHONE (252) 257-3315 FAX (252) 257-9219

www.warrenton.nc.gov

## STATEMENT OF INTEREST TO SERVE

If you are a Town of Warrenton or Warren County resident and would like to be appointed or volunteer your time and expertise to your community, please complete and return to:

Warrenton Board of Commissioners c/o Town Administrator P O Box 281 Warrenton, NC 27589

Please list in order of preference the Boards and Commissions for which you would be willing to serve:
1. Zoning Board of Adjustments 3.
2 4
Your full name: ANNEHE H Silver
Date of Birth: 06-10-1952 Sex F Race Black
Mailing Street Address: 320 Warren Street
City and Zip Code WARRENTON NC 27589
Home Phone $252-257-2452$ Work Phone $252-257-3315$ Cell Phone $252-257-9733$
Job Title WAtER Clerk
Company or Agency Town of Warrenton
Email Address SilveRANNEHE 52@ gmail.com
Are you a full time resident of the Town of WarrentonYESNO
Educational Background
Name of High School Attended John R HAWKINS + John GRAHAM
Name of College Attended <u>Durham Business</u>
Degree Received
Please list any military experience and rank when discharged

If you are prese	ntly serving or have previously served as an e	lected or appointe	d official, please	e explain:	_
TOW	Advisory Committee - MEF	- Plymore	a Hacky LAG	Irlen	
	(1801301) Committee (1812)	1 12(11)/11(1)	(),,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		_
					_
	past employers and volunteer experience yo		ch may be ben	eficial in evaluat	ing your
-	Please feel free to attach a resume if s				
Work Experien	ce MARREN COUNTY TAX OFFICE	?			
	,				
Volunteer Expe	erience				
How did you ha	come output of Town of Marcouton and anti-				
now did you be	come aware of Town of Warrenton volunteer of	ог арроіпітені ор	portunities? (Pi	ease circle appropriati	a response)
Newspaper	Current Town of Warrenton Volunteer	Web Site	Staff	Other	
If other please	explain				
					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
l affirm that the	e abo <u>ve s</u> tatements are true and if appointe	d Lwill convo to	the best of my	ability	
		u, i will serve to	the best of my	ability.	
Signature	me He il lives				
Signature //	mette Milvin				
Date/_/_	24-2022				

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