



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

P.O. Box 281  
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(252) 257-1122 Fax (252) 257-9219  
[www.warrenton.nc.gov](http://www.warrenton.nc.gov)

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**BOARD OF COMMISSIONERS REGULAR MEETING**  
**7:00 PM NOVEMBER 13, 2023**  
**PUBLIC HEARING 6:45**  
**AGENDA**

Regular Meeting

1. Call to Order, Pledge of Allegiance and Moment of Silence
2. Conflict of Interest Statement, Proposed Agenda
3. Public Comments
4. Minutes of Board Meeting on October 9, 2023
5. Consent Agenda
  - a. Year-to-Date Revenue and Expenditure Reports (Budget vs. Actual)
  - b. Monthly Checks Report
  - c. Public Works Monthly Report
  - d. WWTP Monthly Report
  - e. Police Activity Reports
  - f. Action Items from September BOC Meeting
6. Committee Reports
  - a. Finance and Administration (Ms. Hunter)
    - i. Audit Presentation Shelton Ennis from Joyce and Company
  - 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)
7. Old Business
  - a. Status of Grants – for information
  - b. Special Use Permits – for consideration
  - c. Budget Amendment, Bathrooms – for consideration
  - d. Golden Leaf Grant Agreement – for consideration (legal reviewed already)
  - e. Grant Project Ordinance for Golden Leaf – for consideration
  - f. MESCO Agreement – for consideration (authorize Town Administrator to sign, legal reviewed already)
  - g. National Register Historic District Map Update – for information
  - h. Ordinances for Cross Connections – for consideration
  - i. Christmas Parade Resolution – for consideration
  - j. Christmas Parade Ordinance Change, Application – for discussion
8. New Business
  - a. Noise Ordinance Change – for discussion
  - b. Schedule Public Hearing, Refer to Planning Board, Urban Farm – for consideration
9. Announcements
10. Adjournment

### **Public Hearing Notice**

The Town of Warrenton Board of Commissioners will hold a Public Hearing on Monday, November 13, 2023 at 6:45 pm in the Warrenton Town Hall located at 113 S. Bragg Street to receive public comments on the following items:

- *Special Use permit for the Bragging Rooster brewery allowing liquor sales.*
- *Special Use permit for Mill Hill brewery allowing liquor sales.*

The Warrenton Planning Board has reviewed the proposed Special Use applications and will make recommendations to the Warrenton Board of Commissioners for approval.

Citizens wishing to be heard on these matters may do so at the above-mentioned time and place.

A regularly scheduled Board of Commissioners meeting will be held following the public hearing at 7:00 PM.

Robert Davie  
Town Administrator  
Town of Warrenton  
252-257-1122

## **Conflict of Interest Disclaimer**

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

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

## **Citizen Comments**

### **Rules for Citizen Comments**

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

**Town of Warrenton  
Board of Commissioners**



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

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**BOARD OF COMMISSIONERS REGULAR MONTHLY MEETING**

**October 9, 2023**

**7:00 P.M.**

**Minutes**

Those in attendance were:

Mayor Walter Gardner	Commissioner Mary Hunter
Commissioner Al Fleming	Commissioner Margaret Britt
Commissioner Michael Coffman	Commissioner Jason Young
Town Administrator, Robert Davie	
Chief Goble Lane, Police Department	
Bill Perkinson, Public Works Director	
Jennifer Harris, Media	
Citizens: Steve Milligan, Bobby Tippet	

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

Mayor Pro Tem Hunter called the regular monthly meeting of the Town of Warrenton Board of Commissioners to order on Monday, October 9, 2023 at 7:00 p.m. A Moment of Silence was held in remembrance for those in Israel and Gaza and for the families of Susan Brown and Tracy Stevenson. The Pledge of Allegiance was led by Commissioner Ayscue.

**Conflict of Interest Statement and Proposed Agenda**

The Conflict-of-Interest statement was reviewed. Commissioner Coffman will refrain from voting on the Consent Agenda due to his water bill under consideration. The Proposed Agenda was presented. Commissioner Fleming made a motion to approve the proposed agenda, with a second by Commissioner Britt. The motion was approved by unanimous vote.

**Public Comments**

There were none.

**Minutes**

The minutes of the September 11, 2023, meeting were presented. Commissioner Coffman made a motion to approve the minutes as presented, with a second by Commissioner Young. The motion was approved by unanimous vote.

## **Consent Agenda**

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

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

## **Committee Reports**

- (a) Finance and Administration – Commissioner Hunter had no additional report other than agenda items.
- (b) Public Works – Commissioner Fleming stated that all is in good and working order at the Public Works department.
- (c) Public Safety – Commissioner Ayscue stated that the Police Department has a list of five vehicles to surplus: 2010 Ford Crown Victoria, 2008 Ford Crown Victoria, 2007 Chevy Impala, 2000 Mitsubishi Montero Sport, 1993 Chevy Blazer. Commissioner Fleming motioned to surplus the vehicles with a second from Commissioner Young. The motion was approved by unanimous vote.
- (d) Human Resources – Information Technology – In the absence of Commissioner Blalock Town Administrator, Robert Davie, stated that Rachael Short has been hired to take the place of Annette Silver, retiring in December 2023, and will begin on October 16, 2023. The Town still has vacancies for one full-time position and one part-time position in the Public Works department.
- (e) Revitalization/Historic District Commission – Commissioner Coffman stated that the recent movie night had fewer attendees than usual due to weather and reminded the Board of the upcoming FallFest on Saturday, October 14. Commissioner Coffman stated that the Historic District Commission met and had several applications to consider. A COA application for 210 S. Bragg Street to replace windows with wood clad windows was approved. A COA application for 507 Eaton Avenue to remove a deteriorated picket fence was approved. A COA application for 104 W. Macon Street to construct a commercial and residential brick building was approved. A COA for 117/117 W. Market Street to construct a two-story brick building for both commercial and upstairs residential use was approved. A COA for 416 S Main Street was tabled as applicants were not present to answer questions. Commissioner Coffman informed the Board that Quilter's Lane had completed all four of the painted crosswalks along East and West Market Street in quilt patterns.
- (f) Beautification/Facilities – Commissioner Britt thanked the Public Works department for the chrysanthemums along Main Street and for the Town Administrator for contacting the Colonial Lodge regarding a dead tree which has been removed.
- (g) Planning/Zoning/Annexation – Commissioner Young stated that the Planning Board had approved two special use permits to allow two breweries to become a bar serving liquor under the new ABC guidelines. As a next step a Public Hearing is to be scheduled to receive public comments.

## **Old Business**

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

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

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

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

- CDBG funds to assist in repairing houses owned by citizens of low or moderate incomes.
- NC Commerce has granted an additional \$200,000 in funding due to inflation.
- Second house installed with finishing to go. Third house delivered to fairgrounds, awaiting septic system construction.

### ***(Fund 68) Building Reuse Grant***

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

### ***(Fund 71) Brownfield Grant***

- This \$300,000 grant to analyze environmental issues on properties in Warrenton.
- EPA approved funding for a Landmark status application to the National Parks Service for All Saints Episcopal Church. Heather Slane, currently conducting the Town's Historic District update, will be conducting the Landmark application for All Saints.
- Phase 2's still underway at Southern States, Peck and old cotton gin. Asbestos analysis is underway at All Saints.

### ***Golden Leaf Storm Water Grant***

- Golden Leaf Foundation – has awarded the Town \$196,447.50 for stormwater repairs to Brehon Street.

### ***Outstanding/In Progress Grant Applications:***

- Town-Wide Water System Improvements: \$1,564,600
- Sanitary Sewer Rehabilitation: \$1,576,040
- WWTP Improvements: \$1,755,000
- Stormwater Planning Grant: \$400,000

### **(b) Timing of Cross Connection Ordinance - for information** - Town Administrator Robert

Davie explained the timeline for implementing the state-mandated cross connection ordinance, giving utility users the maximum of six months to become compliant. He further explained that staff had considered three commonly used software applications before deciding on AquaResource, which was the least costly to both the town and residents. Installation and inspection fees will be over and above the software fee of \$12.50.

### **(c) Agreement with AquaResource – for discussion** - Town Administrator Robert Davie informed the Board that Town Attorney Mitch Styers has already reviewed and blessed the agreement. Commissioner Coffman made a motion to approve the AquaResource software agreement at an initial cost of \$250 to the Town. Commissioner Fleming seconded the motion, which was subsequently approved by unanimous vote.

### **(d) Public Restrooms – for discussion** – Town Administrator Robert Davie updated the Board on the reduced price from Sunbrella for the mobile restroom facility from \$35,000 to \$15,000. He stated that the Mayor was in support of acquiring the mobile restrooms at the new price with their placement to be decided in the future. Mayor Pro Tem Hunter stated that the facility could be used initially for special events only and with a possible

fee associated to offset cleaning costs. Commissioner Britt asked how many persons it would accommodate at one time. Robert Davie stated eight, four men and four women. Commissioner Ayscue stated that it was a nice facility which he had seen while at Sunbrella. Commissioner Fleming stated if there was any way to get it to go ahead. Commissioner Hunter inquired if the Town had sufficient funding to purchase it. Robert Davie stated that funding would come from General Fund, Fund Balance that currently in the range of \$800,000. Commissioner Young stated that a better deal could not be found. A motion to purchase at a price of \$15,000 was made by Commissioner Fleming and seconded by Commissioner Young. The motion was approved by unanimous vote.

(e) **HR Policy Update – for consideration** – Town Administrator Robert Davie explained that wording for the update of the HR Policy had been received from HR Essentials, the Town's consultant and initial creator of the current HR Policy. Commissioner Coffman motioned to re-word the HR Policy with the provided language with Commissioner Britt seconding the motion. The motion was approved by unanimous vote.

(f) **Budget Amendment #6, #7 – for consideration** - Town Administrator Robert Davie explained that Budget Amendment #6 was a transfer of \$2235 from General Fund, Fund Balance into the budget which had been donations in honor of Mary and Karl Hehl to be used for the purchase of a bench with plaque. Commissioner Coffman motioned to approve Budget Amendment #6 with a second from Commissioner Ayscue. The motion was approved by unanimous vote. Robert Davie explained that Budget Amendment #7 was a transfer of funds from General Fund, Fund Balance and ARP funds into the budget for unexpected expenses in constructing the public parking lot. Commissioner Young motioned to approve Budget Amendment #7 with Commissioner Fleming seconding the motion. The motion was approved by unanimous vote.

#### **New Business**

(a) **Schedule Special Use Public Hearing** – A public hearing to receive input for two Special Use applications was set for 6:45 PM November 13, 2023 prior to the regular board meeting.

**Announcements** – none

With no further business or actions, the meeting was adjourned.

## Budget vs Actual

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Period Ending 10/31/2023

34 FRONTIER WARREN								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
<b>Revenues</b>								
34-351-422 Rent Paid to Town Frontier Warren	31,000	0.00	2,800.00	2,800.00	8,660.00	(22,340.00)	28%	
34-381-037 Transfer in from GF	14,870	0.00	0.00	0.00	14,870.00	0.00	100%	
<b>Revenues Totals:</b>	<b>45,870</b>	<b>0.00</b>	<b>2,800.00</b>	<b>2,800.00</b>	<b>23,530.00</b>	<b>(22,340.00)</b>	<b>51%</b>	
<b>Expenses</b>								
34-405-203 Supplies	700	0.00	0.00	0.00	0.00	700.00		
34-405-250 Lights/Heat/Security	3,000	2,260.18	152.55	152.55	789.50	(49.68)	102%	
34-405-251 Telephone/Internet	3,000	1,616.93	188.97	188.97	1,139.85	243.22	92%	
34-405-255 Bldg Maint/Clean Srvs	2,500	1,245.00	97.00	97.00	867.00	388.00	84%	
34-405-400 Liability Insurance	170	0.00	0.00	0.00	37.50	132.50	22%	
34-405-422 Rent Paid by Town	36,000	21,000.00	3,000.00	3,000.00	15,000.00	0.00	100%	
34-405-499 Miscellaneous	500	0.00	0.00	0.00	0.00	500.00		
<b>Non-Departmental Totals:</b>	<b>45,870</b>	<b>26,122.11</b>	<b>3,438.52</b>	<b>3,438.52</b>	<b>17,833.85</b>	<b>1,914.04</b>	<b>96%</b>	
<b>Expenses Totals:</b>	<b>45,870</b>	<b>26,122.11</b>	<b>3,438.52</b>	<b>3,438.52</b>	<b>17,833.85</b>	<b>1,914.04</b>	<b>96%</b>	
<b>34 FRONTIER WARREN</b>	<b>Revenues Over/(Under) Expenses:</b>		<b>(638.52)</b>	<b>(638.52)</b>	<b>5,696.15</b>			



## Budget vs Actual

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Period Ending 10/31/2023

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
37-302-301 Ad Valorem Taxes - Current	456,502	0.00	49,957.82	49,957.82	67,547.82	(388,954.18)	15%
37-302-302 Ad Valorem Taxes - Prior Year	4,000	0.00	765.54	765.54	3,664.73	(335.27)	92%
37-302-303 Ad Valorem Taxes - all other prior years	4,000	0.00	590.93	590.93	191.99	(3,808.01)	5%
37-302-304 Ad Valorem Taxes - Penalties & Interest	4,000	0.00	330.68	330.68	938.19	(3,061.81)	23%
37-307-310 Motor Vehicles - Current	43,259	0.00	2,628.92	2,628.92	12,246.32	(31,012.68)	28%
37-320-320 Local Option Sales Tax Monthly	385,000	0.00	31,120.46	31,120.46	37,496.25	(347,503.75)	10%
37-320-321 Annual Refund of Sales Tax the Town paid	25,000	0.00	46,170.19	46,170.19	46,170.19	21,170.19	185%
37-325-325 Utility Franchise Tax Quarterly	86,000	0.00	0.00	0.00	(157.29)	(86,157.29)	0%
37-325-326 Beer & Wine Tax Annual	3,400	0.00	0.00	0.00	0.00	(3,400.00)	
37-325-328 Refund of Gas Tax paid monthly	1,200	0.00	124.34	124.34	227.62	(972.38)	19%
37-325-329 PD Narcotics Tax	154	0.00	0.00	0.00	0.00	(154.00)	
37-325-330 Solid Waste Disposal Tax Qrly	600	0.00	0.00	0.00	171.42	(428.58)	29%
37-335-335 Powell Bill	29,013	0.00	0.00	0.00	14,268.18	(14,744.82)	49%
37-345-344 Historic District Comm Fees	0	0.00	25.00	25.00	75.00	75.00	
37-345-345 Zone Board of Adj	1,800	0.00	400.00	400.00	1,350.00	(450.00)	75%
37-345-346 Code Enforcement	2,750	0.00	300.00	300.00	1,000.00	(1,750.00)	36%
37-351-350 Run Warrenton 5K	2,500	0.00	0.00	0.00	0.00	(2,500.00)	
37-351-353 Landfill Fees Residential	208,224	0.00	17,644.25	17,644.25	65,418.45	(142,805.55)	31%
37-351-355 Cemetery Fees	700	0.00	0.00	0.00	0.00	(700.00)	
37-351-356 Police Rpt Fees	55	0.00	0.00	0.00	15.00	(40.00)	27%
37-351-357 Court Fees	200	0.00	49.50	49.50	109.66	(90.34)	55%
37-351-360 Cell Tower Rent	32,340	0.00	2,695.00	2,695.00	10,780.00	(21,560.00)	33%
37-351-361 Parking/Ordinance Collections PD	700	0.00	0.00	0.00	40.00	(660.00)	6%
37-351-401 Debt Setoff Landfill	100	0.00	0.00	0.00	79.50	(20.50)	80%
37-365-001 Interest Income	50	0.00	5.82	5.82	18.74	(31.26)	37%

## Budget vs Actual

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Period Ending 10/31/2023

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-365-351 Revitalization Comm	9,500	0.00	805.00	805.00	1,180.00	(8,320.00)	12%
37-365-358 Branded Merchandise for Sale	0	0.00	0.00	0.00	200.00	200.00	
37-365-370 WWTP 25% of GF Exp	60,675	0.00	0.00	0.00	15,957.98	(44,717.02)	26%
37-365-371 WS 25% of GF Exp	107,630	0.00	0.00	0.00	28,527.58	(79,102.42)	27%
37-365-401 Mis/Revenue/License Tags	2,000	0.00	0.00	0.00	0.00	(2,000.00)	
37-365-410 Interest Investment NCCMT	20,000	0.00	0.00	0.00	7,065.68	(12,934.32)	35%
37-365-501 Misc Revenue POLICE	500	0.00	0.00	0.00	0.00	(500.00)	
37-395-396 Appropriated Fund Balance (Budget Only)	71,979	0.00	0.00	0.00	0.00	(71,979.00)	
<b>Revenues Totals:</b>	<b>1,563,831</b>	<b>0.00</b>	<b>153,613.45</b>	<b>153,613.45</b>	<b>314,583.01</b>	<b>(1,249,247.99)</b>	<b>20%</b>
<b>Expenses</b>							
37-401-010 Salary - Full Time	170,770	0.00	13,687.80	13,687.80	53,373.63	117,396.37	31%
37-401-012 Salary - Adm Assistant	52,868	0.00	4,024.00	4,024.00	16,096.00	36,772.00	30%
37-401-020 ER-FICA Taxes	13,064	0.00	1,046.52	1,046.52	3,926.48	9,137.52	30%
37-401-021 ER-FICA Taxes - Adm Assistant	4,045	0.00	307.24	307.24	1,382.58	2,662.42	34%
37-401-030 ER-Retirement - Orbit	44,057	0.00	3,489.22	3,489.22	13,685.50	30,371.50	31%
37-401-040 ER-Health Insurance	38,375	21,426.45	3,060.92	3,060.92	15,261.17	1,687.38	96%
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	275	0.00	0.00	0.00	263.85	11.15	96%
37-401-200 Travel Expense	1,200	0.00	0.00	0.00	166.36	1,033.64	14%
37-401-203 Supplies	5,000	1,093.63	124.54	124.54	842.22	3,064.15	39%
37-401-250 Light, Heat & Security	8,000	3,124.28	214.35	214.35	2,265.72	2,610.00	67%
37-401-251 Telephone & Postage	4,515	2,096.91	136.10	136.10	776.41	1,641.68	64%
37-401-255 Bldg. Maint/ Clean SVS	6,160	4,855.30	101.65	101.65	1,266.62	38.08	99%
37-401-256 Bank Fees/ Petty Cash	3,750	0.00	300.00	300.00	1,200.00	2,550.00	32%
37-401-295 Training	1,400	0.00	0.00	0.00	0.00	1,400.00	
37-401-301 Computer Maint	4,800	4,016.27	0.00	0.00	625.23	158.50	97%
37-401-302 Software Support	3,366	860.71	290.97	290.97	1,632.85	872.44	74%
37-401-304 Website	1,600	0.00	0.00	0.00	412.50	1,187.50	26%

## Budget vs Actual

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-401-306 Awning 25% Fund	500	0.00	0.00	0.00	0.00	500.00	
37-401-307 Special Events	1,250	0.00	170.00	170.00	410.00	840.00	33%
37-401-309 Advertising	2,270	152.30	0.00	0.00	157.60	1,960.10	14%
37-401-310 Dues & Subscriptions	2,950	516.00	240.00	240.00	2,220.00	214.00	93%
37-401-325 NC Sales/Use Tax Paid (No Tax)	700	0.00	450.59	450.59	517.08	182.92	74%
37-401-400 Liability Insurance	7,000	0.00	0.00	0.00	942.38	6,057.62	13%
37-401-401 County Tax Collection Svs	8,000	0.00	781.44	781.44	1,162.36	6,837.64	15%
37-401-405 Audit Expense	11,500	3,499.79	0.00	0.00	8,000.01	0.20	100%
37-401-410 Election Cost	5,000	0.00	0.00	0.00	0.00	5,000.00	
37-401-420 Attorney Fees	3,500	2,400.00	0.00	0.00	0.00	1,100.00	69%
37-401-497 Sales & Uses Tax Expense	0	0.00	1,191.92	1,191.92	7,182.49	(7,182.49)	
37-401-499 Miscellaneous Expense	849	0.00	0.00	0.00	0.00	848.84	
37-401-801 Town Hall Roof Loan-Principal	1,389	0.00	0.00	0.00	1,388.67	0.22	100%
37-401-802 Truist Parking Lot Loan Principal	100	0.00	0.00	0.00	0.00	100.00	
37-401-831 Town Hall Roof Loan - Interest Admin	28	0.00	0.00	0.00	28.11	0.00	100%
37-401-832 Truist Parking Lot Loan Interest	100	0.00	0.00	0.00	0.00	100.00	
37-401-998 Contingency	2,317	0.00	0.00	0.00	0.00	2,316.54	
General Government Totals:	411,273	44,377.64	29,665.26	29,665.26	135,425.82	231,469.92	44%
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%
37-402-060 Workers Comp Mayor & Council	70	0.00	0.00	0.00	57.68	12.32	82%
37-402-295 Training	930	0.00	0.00	0.00	0.00	930.00	
37-402-402 Commission offsite meetings	200	30.00	0.00	0.00	158.00	12.00	94%
Governing Body Totals:	2,815	30.00	134.56	134.56	753.92	2,031.08	28%
37-405-345 Zoning/Ordinances	200	0.00	0.00	0.00	0.00	200.00	
37-405-407 Branded Clothing Sales	500	0.00	0.00	0.00	0.00	500.00	
37-405-423 Quilters Lane	2,453	2,050.40	0.00	0.00	313.39	89.43	96%
37-405-430 Historic District Comm	220	0.00	0.00	0.00	0.00	220.00	

## Budget vs Actual

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Period Ending 10/31/2023

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-405-440 Run Warrenton 5K	2,500	0.00	0.00	0.00	0.00	2,500.00	
37-405-450 Revitalization Comm	8,655	0.00	750.00	750.00	870.00	7,785.40	10%
37-405-470 Small Town Maint St	2,500	375.00	0.00	0.00	0.00	2,125.00	15%
Non-Departmental Totals:	17,029	2,425.40	750.00	750.00	1,183.39	13,419.83	21%
37-501-010 SALARY FULL TIME	217,000	0.00	13,052.68	13,052.68	52,239.23	164,760.77	24%
37-501-014 Salary - Part Time	75,000	0.00	8,055.00	8,055.00	34,680.00	40,320.00	46%
37-501-016 Salary - Admin Assistant	37,100	0.00	2,811.20	2,811.20	11,244.80	25,855.20	30%
37-501-019 Salary - Over-Time	10,000	0.00	2,484.51	2,484.51	6,344.48	3,655.52	63%
37-501-020 ER-FICA Taxes	24,438	0.00	2,009.67	2,009.67	7,949.04	16,488.96	33%
37-501-030 ER - Retirement Orbit	63,903	0.00	3,799.52	3,799.52	14,218.87	49,684.13	22%
37-501-031 ER - 401K 5%	13,618	10,464.38	776.86	776.86	3,153.62	0.00	100%
37-501-040 ER - Health Insurance	49,620	13,362.65	1,994.05	1,994.05	9,370.95	26,886.40	46%
37-501-050 ER - Life Insurance	1,010	0.00	64.00	64.00	275.79	734.21	27%
37-501-060 ER - Workman's Comp	6,420	0.00	0.00	0.00	4,226.98	2,193.02	66%
37-501-200 Travel Expense	1,000	0.00	0.00	0.00	0.00	1,000.00	
37-501-203 Supplies	4,900	1,862.90	331.92	331.92	1,221.33	1,815.77	63%
37-501-204 Uniforms	2,000	246.40	0.00	0.00	779.83	973.77	51%
37-501-205 Equipment & Material	3,500	668.57	411.45	411.45	1,064.46	1,766.97	50%
37-501-250 Light, Heat & Security	9,000	3,709.93	214.35	214.35	1,680.07	3,610.00	60%
37-501-251 Telephone & Postage	9,237	6,896.12	526.80	526.80	1,863.80	477.08	95%
37-501-252 Fuel	20,000	12,139.90	1,821.82	1,821.82	7,860.10	0.00	100%
37-501-255 Bldg Maint/Clean Svs	6,320	4,906.34	430.61	430.61	1,410.61	3.05	100%
37-501-295 Training	2,000	200.00	0.00	0.00	0.00	1,800.00	10%
37-501-301 Computer Maint	5,990	3,937.28	55.00	55.00	1,329.72	723.00	88%
37-501-302 Software Support	7,553	2,314.78	126.73	126.73	5,205.47	32.75	100%
37-501-318 Freight Charges	500	13.99	150.86	150.86	187.00	299.01	40%
37-501-351 Maint & Repair Equip	6,680	0.00	0.00	0.00	6,133.06	546.94	92%
37-501-370 2019 Dodge Car 100	1,500	501.64	0.00	0.00	61.61	936.75	38%
37-501-371 2017 Dodge Car 200	1,800	439.70	0.00	0.00	324.95	1,035.35	42%

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37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-501-372 2016 Dodge Car 300	1,500	557.14	19.60	19.60	325.81	617.05	59%	
37-501-373 2017 Dodge Car 400	1,500	399.08	0.00	0.00	164.17	936.75	38%	
37-501-374 2010 Ford Car 500	1,000	100.00	400.00	400.00	406.11	493.89	51%	
37-501-375 2008 Ford Car 600	1,000	557.14	0.00	0.00	6.11	436.75	56%	
37-501-376 2019 Dodge Car 700	1,500	485.86	0.00	0.00	77.39	936.75	38%	
37-501-377 2023 Dodge Car 125	1,500	557.16	0.00	0.00	6.11	936.73	38%	
37-501-378 2023 Dodge Car 225	1,500	588.88	0.00	0.00	6.11	905.01	40%	
37-501-400 Liability Insurance	18,000	0.00	0.00	0.00	2,723.24	15,276.76	15%	
37-501-415 Police Shots Medical	1,000	0.00	0.00	0.00	0.00	1,000.00		
37-501-433 COP Program	500	300.00	47.87	47.87	47.87	152.13	70%	
37-501-436 PD Narcotics Tax/Proceeds	154	0.00	0.00	0.00	0.00	154.00		
37-501-499 Miscellaneous	3,590	210.00	30.00	30.00	171.47	3,208.53	11%	
37-501-801 Town Hall Roof Loan Principal	1,389	0.00	0.00	0.00	1,388.67	0.22	100%	
37-501-802 Police 2017 Cars Loan Principal (USDA)	4,484	0.00	0.00	0.00	4,483.83	0.17	100%	
37-501-803 Police Security Camera Loan Principal (USDA)	1,303	0.00	0.00	0.00	0.00	1,303.00		
37-501-804 Police 2019 Cars Loan Principal (USDA)	4,822	0.00	0.00	0.00	0.00	4,822.00		
37-501-805 Police 2023 Cars Loan Principle (USDA)	7,177	0.00	0.00	0.00	0.00	7,177.00		
37-501-831 Town Hall Roof Loan - Interest PD	28	0.00	0.00	0.00	28.11	0.00	100%	
37-501-832 Police 2017 Cars Loan Interest (USDA)	297	0.00	0.00	0.00	296.17	0.83	100%	
37-501-833 Police Security Camera Loan Interest (USDA)	31	0.00	0.00	0.00	0.00	31.00		
37-501-834 Police 2019 Cars Loan Interest (USDA)	605	0.00	0.00	0.00	0.00	605.00		
37-501-835 Police 2023 Cars Loan Interest (USDA)	1,801	0.00	0.00	0.00	0.00	1,801.00		

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Police Department Totals:	634,770	65,419.84	39,614.50	39,614.50	182,956.94	386,393.22	39%
37-601-014 Salary - Part Time Code Enforcement	2,682	0.00	244.80	244.80	734.40	1,947.60	27%
37-601-020 ER-FICA Taxes	230	0.00	18.72	18.72	56.16	173.84	24%
37-601-060 Workers Comp	660	0.00	0.00	0.00	620.56	39.44	94%
37-601-252 Fuel/Truck Expense/Insurance	456	0.00	0.00	0.00	456.00	0.00	100%
37-601-352 Vehicle Maintenance	200	0.00	0.00	0.00	0.00	200.00	
37-601-437 Contract Srvs Fire Protection	70,000	0.00	5,833.33	5,833.33	23,333.32	46,666.68	33%
37-601-475 Donation to Town Fire	1,547	0.00	0.00	0.00	1,546.30	0.35	100%
37-601-476 Code Enforcement Exp	550	0.00	0.00	0.00	544.00	6.35	99%
Fire Totals:	76,325	0.00	6,096.85	6,096.85	27,290.74	49,034.26	36%
37-651-330 Christmas Lights/Santa House	1,730	0.00	0.00	0.00	0.00	1,730.00	
37-651-331 Haley Haywood Park	785	0.00	0.00	0.00	0.00	785.00	
37-651-332 Signs below \$5,000	2,000	0.00	650.00	650.00	650.00	1,350.00	33%
37-651-333 Street Beautification - Below \$5,000	6,235	2,777.98	190.71	190.71	888.69	2,568.33	59%
37-651-335 Street Lighting Electric Bill	24,000	15,101.09	2,253.76	2,253.76	8,898.91	0.00	100%
Signs and Lights Totals:	34,750	17,879.07	3,094.47	3,094.47	10,437.60	6,433.33	81%
37-701-010 Salary - Full Time	59,178	0.00	4,471.58	4,471.58	17,886.32	41,291.68	30%
37-701-014 Salary - Part Time	17,451	0.00	1,007.90	1,007.90	4,158.95	13,292.05	24%
37-701-019 Over-Time	1,338	0.00	122.91	122.91	122.91	1,215.09	9%
37-701-020 ER-FICA Taxes	5,964	0.00	427.38	427.38	1,690.46	4,273.54	28%
37-701-030 ER - Retirement - Orbit	15,360	0.00	1,103.67	1,103.67	4,289.32	11,070.68	28%
37-701-040 ER-Health Insurance	21,706	11,887.69	1,773.37	1,773.37	8,749.66	1,068.65	95%
37-701-050 ER-Life Insurance	388	178.24	44.32	44.32	209.60	0.16	100%
37-701-060 ER-Workman's Comp	1,837	0.00	0.00	0.00	1,699.49	137.51	93%
37-701-203 Supplies	3,000	597.28	89.80	89.80	1,765.12	637.60	79%
37-701-204 Uniforms	4,212	3,066.23	435.38	435.38	1,145.77	0.00	100%
37-701-251 Telephone & Postage	925	489.21	57.72	57.72	230.79	205.00	78%
37-701-252 Fuel	12,000	8,055.11	1,277.36	1,277.36	3,944.59	0.30	100%
37-701-312 Tree Removal	1,200	0.00	0.00	0.00	0.00	1,200.00	

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-701-351 Maint & Repair Equip	11,000	7,415.00	0.00	0.00	0.00	3,585.00	67%
37-701-352 Vehicle Maintenance	6,000	0.00	569.24	569.24	1,901.91	4,098.09	32%
37-701-400 Liability Insurance	5,020	0.00	0.00	0.00	1,008.63	4,011.37	20%
37-701-431 Street Debris Disposal	6,000	0.00	1,000.00	1,000.00	1,000.00	5,000.00	17%
37-701-895 Mowing	(16,000)	0.00	(1,333.00)	(1,333.00)	(5,332.00)	(10,668.00)	33%
Streets Totals:	156,579	31,688.76	11,047.63	11,047.63	44,471.52	80,418.72	49%
37-710-361 Maint & Repair POWELL BILL	28,913	0.00	0.00	0.00	0.00	28,913.00	
37-710-405 Audit Expense POWELL BILL	100	0.00	0.00	0.00	0.00	100.00	
Powell Bill Totals:	29,013	0.00	0.00	0.00	0.00	29,013.00	
37-801-010 Salary - Full Time Sanitation	50,988	0.00	3,922.08	3,922.08	15,688.32	35,299.68	31%
37-801-019 Salary - Over Time Sanitation	713	0.00	67.11	67.11	103.40	609.60	15%
37-801-020 ER - FICA Sanitation	3,955	0.00	298.57	298.57	1,178.37	2,776.63	30%
37-801-030 ER - Retirement - Orbit Sanitation	10,185	0.00	785.86	785.86	3,103.78	7,081.22	30%
37-801-040 ER - Health Insurance	17,048	9,214.10	1,362.05	1,362.05	6,699.21	1,134.69	93%
37-801-050 ER - Life Insurance	259	150.96	21.60	21.60	108.00	0.04	100%
37-801-060 Workman's Compensation	4,415	0.00	0.00	0.00	4,414.84	0.16	100%
37-801-203 Supplies	1,000	0.00	0.00	0.00	354.99	645.01	35%
37-801-204 Uniforms	2,808	2,083.93	300.79	300.79	724.07	0.00	100%
37-801-251 Telephone & Postage	720	261.09	30.75	30.75	122.91	336.00	53%
37-801-252 Fuel	3,645	2,241.20	266.46	266.46	958.80	445.00	88%
37-801-350 Landfull Fees	20,250	13,573.36	1,497.45	1,497.45	6,426.64	250.00	99%
37-801-352 Vehicle Maintenance	1,000	0.00	0.00	0.00	59.31	940.69	6%
37-801-400 Liability Insurance	4,035	0.00	0.00	0.00	811.03	3,223.97	20%
Sanitation Totals:	121,021	27,524.64	8,552.72	8,552.72	40,753.67	52,742.69	56%
37-901-032 Transfer out to Capital Project Parking Lot	55,324	0.00	798.00	798.00	55,324.00	0.00	100%
37-901-034 Transfer Out to Frontier Warren	14,870	0.00	0.00	0.00	14,870.00	0.00	100%
37-901-038 Transfer Out to WS for USDA Loan	7,281	0.00	0.00	0.00	7,281.00	0.00	100%

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37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-901-889 Transfer Out to USDA Loan Reserve	2,781	0.00	0.00	0.00	0.00	2,781.00		
Transfers Out Totals:	80,256	0.00	798.00	798.00	77,475.00	2,781.00	97%	
Expenses Totals:	1,563,831	189,345.35	99,753.99	99,753.99	520,748.60	853,737.05	45%	
37 GENERAL FUND Revenues Over/(Under) Expenses:			53,859.46	53,859.46	(206,165.59)			



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### 38 WATER / SEWER

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
<b>Revenues</b>							
38-351-401 Water Sales	837,532	0.00	66,448.92	66,448.92	227,393.53	(610,138.47)	27%
38-351-402 Debt Setoff WATER	224	0.00	0.00	0.00	163.70	(60.30)	73%
38-351-404 Sewer Services	632,186	0.00	47,082.96	47,082.96	166,482.40	(465,703.60)	26%
38-351-407 Debt Setoff SEWER	196	0.00	0.00	0.00	135.93	(60.07)	69%
38-351-408 Town Taps	18,000	0.00	0.00	0.00	0.00	(18,000.00)	
38-351-416 Dis/Reconnection Fee	9,122	0.00	966.90	966.90	2,587.88	(6,534.12)	28%
38-351-417 Fire Sprinkler	2,176	0.00	196.14	196.14	767.76	(1,408.24)	35%
38-351-418 Late Fees/Penalty/Cut Off	21,850	0.00	2,356.33	2,356.33	8,266.81	(13,583.19)	38%
38-351-419 Returned Check Fee	825	0.00	75.00	75.00	250.00	(575.00)	30%
38-351-420 Debt Setoff Late Fees/Penalty/Cut Off	91	0.00	0.00	0.00	99.52	8.52	109%
38-365-001 Interest Income	36	0.00	1.74	1.74	9.83	(26.17)	27%
38-365-410 Interest/investment Income NCCMT	8,184	0.00	0.00	0.00	3,530.16	(4,653.84)	43%
38-365-421 Account Activation Fee	2,813	0.00	200.00	200.00	850.00	(1,963.00)	30%
38-381-037 Transfer In From GF	7,281	0.00	0.00	0.00	7,281.00	0.00	100%
<b>Revenues Totals:</b>	<b>1,540,516</b>	<b>0.00</b>	<b>117,327.99</b>	<b>117,327.99</b>	<b>417,818.52</b>	<b>(1,122,697.48)</b>	<b>27%</b>
<b>Expenses</b>							
38-851-010 Salary Full Time	112,829	0.00	7,835.53	7,835.53	29,888.69	82,940.31	26%
38-851-014 Salary - Part Time	13,131	0.00	1,222.82	1,222.82	4,945.45	8,185.55	38%
38-851-019 Salary Over-Time	7,527	0.00	236.61	236.61	1,685.05	5,841.95	22%
38-851-020 ER-FICA Taxes	10,212	0.00	678.85	678.85	2,648.91	7,563.09	26%
38-851-030 ER - Retirement Orbit	21,599	0.00	1,278.05	1,278.05	4,797.36	16,801.64	22%
38-851-040 ER - Health Insurance WATER	29,178	11,823.06	1,679.53	1,679.53	8,270.90	9,084.04	69%
38-851-050 ER - Life Insurance	500	204.24	32.32	32.32	159.60	136.16	73%
38-851-060 ER - Workman's Comp	1,163	0.00	0.00	0.00	1,055.64	107.36	91%
38-851-200 Travel Expense	215	0.00	0.00	0.00	0.00	215.00	
38-851-203 Supplies	29,315	2,670.83	1,712.09	1,712.09	14,246.70	12,397.00	58%

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-851-204 Uniforms	2,496	1,778.82	296.86	296.86	717.18	0.00	100%
38-851-250 Light & Heat & Security	6,090	2,980.09	584.53	584.53	1,427.91	1,682.00	72%
38-851-251 Telephone & Postage	9,410	6,533.41	723.39	723.39	2,776.55	100.04	99%
38-851-252 Fuel	10,300	4,943.47	545.89	545.89	2,531.59	2,824.94	73%
38-851-255 Bldg. Maint/Clean Svs	3,117	2,427.70	50.85	50.85	540.86	148.44	95%
38-851-260 Electric Tank/Pumps	3,198	1,885.03	292.83	292.83	714.97	598.00	81%
38-851-296 Continuing Education	1,300	0.00	0.00	0.00	88.56	1,211.44	7%
38-851-301 Computer Maintenance	3,500	2,605.37	93.31	93.31	582.07	312.56	91%
38-851-302 Software Support	9,000	499.67	205.00	205.00	7,515.01	985.32	89%
38-851-305 Technology Upgrades	2,250	405.07	0.00	0.00	1,388.11	456.82	80%
38-851-309 Advertising	265	0.00	0.00	0.00	0.00	265.00	
38-851-310 Dues & Subscriptions	450	112.50	151.84	151.84	326.84	10.66	98%
38-851-313 State Permits	1,250	1,090.00	0.00	0.00	0.00	160.00	87%
38-851-345 Water Tank Contract	19,750	9,972.81	4,977.39	4,977.39	9,777.19	0.00	100%
38-851-347 Lab Analysis	1,500	355.00	615.00	615.00	1,145.00	0.00	100%
38-851-351 Maint. & Repair Equip	3,000	0.00	0.00	0.00	0.00	3,000.00	
38-851-352 Vehicle Maintenance	3,750	0.00	187.85	187.85	817.33	2,932.67	22%
38-851-400 Town Liability Insurance	9,234	0.00	0.00	0.00	1,795.28	7,438.72	19%
38-851-405 Audit Expense	5,750	1,749.90	0.00	0.00	4,000.00	0.10	100%
38-851-448 External Contract	5,000	0.00	2,397.60	2,397.60	3,647.60	1,352.40	73%
38-851-451 Water Purchase	200,000	125,197.88	16,903.88	16,903.88	35,129.79	39,672.33	80%
38-851-500 Capital Outlay \$5000 and Above	5,685	0.00	0.00	0.00	5,685.47	0.00	100%
38-851-801 Town Hall Roof Loan - Principal	695	0.00	0.00	0.00	694.35	0.61	100%
38-851-802 USDA Public Works Trucks - Princ Water	8,534	0.00	2,736.35	2,736.35	2,736.35	5,797.65	32%
38-851-803 USDA Town Hall/WS Loan Principal	29,272	0.00	0.00	0.00	0.00	29,272.00	
38-851-831 Town Hall Roof Loan - Interest Water	14	0.00	0.00	0.00	14.04	0.00	100%

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-851-833 USDA Town Hall/WS Loan Interest	15,196	0.00	0.00	0.00	0.00	15,196.00	
38-851-836 USDA Public Works Trucks - Int Water	1,349	0.00	180.64	180.64	180.64	1,168.36	13%
38-851-895 Grass Cutting Expense	16,000	0.00	1,333.00	1,333.00	5,332.00	10,668.00	33%
38-851-896 WS 25% of GF Expense	53,815	0.00	0.00	0.00	14,263.78	39,551.22	27%
38-851-998 Contingency	6,176	0.00	0.00	0.00	0.00	6,176.00	
Water Totals:	663,015	177,234.85	46,952.01	46,952.01	171,526.77	314,253.38	53%
38-852-010 Salary - Full Time	112,829	0.00	7,835.53	7,835.53	30,217.53	82,611.47	27%
38-852-014 Salary - Part Time	13,131	0.00	1,222.82	1,222.82	4,945.14	8,185.86	38%
38-852-019 Salary - Over Time Sewer	7,527	0.00	299.10	299.10	1,161.30	6,365.70	15%
38-852-020 ER - FICA Sewer	10,212	0.00	712.84	712.84	2,765.25	7,446.75	27%
38-852-030 ER-Retirement Orbit	21,599	0.00	1,265.33	1,265.33	4,729.73	16,869.27	22%
38-852-040 ER-Health Insurance SEWER	29,178	11,825.53	1,679.87	1,679.87	8,272.63	9,079.84	69%
38-852-050 ER-Life Insurance	500	208.72	32.96	32.96	162.80	128.48	74%
38-852-060 ER-Workman's Comp	1,163	0.00	0.00	0.00	1,055.64	107.36	91%
38-852-200 Travel Expense	215	0.00	0.00	0.00	0.00	215.00	
38-852-203 Supplies	19,917	2,557.04	1,413.06	1,413.06	7,192.26	10,167.23	49%
38-852-204 Uniforms	2,496	1,778.91	296.83	296.83	717.09	0.00	100%
38-852-250 Light & Heat & Security	6,025	3,488.47	648.06	648.06	1,682.01	854.52	86%
38-852-251 Telephone & Postage	9,437	6,533.54	741.04	741.04	2,802.88	100.58	99%
38-852-252 Fuel	10,300	4,943.46	545.89	545.89	2,531.59	2,824.95	73%
38-852-255 Bldg. Maint/Clean Svs	3,117	2,427.70	50.85	50.85	540.87	148.43	95%
38-852-260 Electric Tank/Pumps	9,000	6,115.40	724.36	724.36	2,884.60	0.00	100%
38-852-296 Continuing Education	720	0.00	0.00	0.00	115.00	605.00	16%
38-852-301 Computer Maint.	5,000	2,605.36	93.32	93.32	582.08	1,812.56	64%
38-852-302 Software Support	9,000	499.67	205.00	205.00	7,514.98	985.35	89%
38-852-305 Technology Upgrades	2,250	405.05	0.00	0.00	1,388.09	456.86	80%
38-852-309 Advertising	683	0.00	326.63	326.63	326.63	356.37	48%

## Budget vs Actual

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-852-310 Dues & Subscriptions	439	112.50	151.83	151.83	326.83	0.00	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	0.00	3,000.00	
38-852-352 Vehicle Maintenance	3,750	0.00	187.82	187.82	817.30	2,932.70	22%
38-852-400 Liability Insurance	5,851	0.00	0.00	0.00	1,120.97	4,730.03	19%
38-852-405 Audit Expense	5,750	1,749.90	0.00	0.00	4,000.00	0.10	100%
38-852-435 Purchase of Sewer Services	387,485	0.00	0.00	0.00	68,725.09	318,759.91	18%
38-852-448 External Contract	9,000	0.00	1,034.40	1,034.40	3,490.06	5,509.94	39%
38-852-473 WWTP Rehab Annual Payment	23,918	0.00	0.00	0.00	0.00	23,918.00	
38-852-500 Capital Outlay \$5000 and Above	5,685	0.00	0.00	0.00	5,685.47	0.00	100%
38-852-801 Town Hall Roof Loan - Principal	706	0.00	0.00	0.00	694.35	11.65	98%
38-852-802 USDA Public Works Trucks - Princ Sewer	8,534	0.00	2,736.36	2,736.36	2,736.36	5,797.64	32%
38-852-803 USDA Town Hall/WS Loan Principal	29,272	0.00	0.00	0.00	0.00	29,272.00	
38-852-804 NCDEQ Unity, Bute & Battle Sewer Rehab Princ Only	14,388	0.00	0.00	0.00	0.00	14,388.00	
38-852-809 John Riggans Easement Pmt	1,000	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	0.00	0.00	14.04	42.96	25%
38-852-833 USDA Town Hall/WS Loan Interest	15,196	0.00	0.00	0.00	0.00	15,196.00	
38-852-836 USDA Public Works Trucks - Int Sewer	1,349	0.00	180.65	180.65	180.65	1,168.35	13%
38-852-837 NCDEQ Sewer Rehab Annual Loan- Interest	2,750	0.00	1,375.00	1,375.00	1,375.00	1,375.00	50%
38-852-896 WS 25% of GF Expense	53,815	0.00	0.00	0.00	14,263.80	39,551.20	27%
38-852-998 Contingency	6,693	0.00	0.00	0.00	0.00	6,692.67	

## Budget vs Actual

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Sewer Expenses Totals:	868,187	46,251.25	23,759.55	23,759.55	185,018.02	636,917.73	27%
38-901-889 Transfer Out to USDA Loan Reserve	9,314	0.00	0.00	0.00	0.00	9,314.00	
Transfers Out Totals:	9,314	0.00	0.00	0.00	0.00	9,314.00	
Expenses Totals:	1,540,516	223,486.10	70,711.56	70,711.56	356,544.79	960,485.11	38%
38 WATER / SEWER Revenues Over/(Under) Expenses:			46,616.43	46,616.43	61,273.73		

## Budget vs Actual

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39 WWTP							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
<b>Revenues</b>							
39-351-405 Septic Disposal Service	62,340	0.00	2,160.00	2,160.00	12,020.00	(50,320.00)	19%
39-351-470 Town Sewer Revenues	387,485	0.00	0.00	0.00	68,725.09	(318,759.91)	18%
39-351-471 Sewer Revenues - County	240,446	0.00	0.00	0.00	42,646.03	(197,799.97)	18%
39-351-472 Sewer Rev Norlina	222,003	0.00	0.00	0.00	39,374.85	(182,628.15)	18%
39-365-001 Interest Income	0	0.00	0.03	0.03	0.25	0.25	
<b>Revenues Totals:</b>	<b>912,274</b>	<b>0.00</b>	<b>2,160.03</b>	<b>2,160.03</b>	<b>162,766.22</b>	<b>(749,507.78)</b>	<b>18%</b>
<b>Expenses</b>							
39-861-010 Salary - Full Time	211,186	0.00	15,775.82	15,775.82	62,696.94	148,489.06	30%
39-861-014 Salary - Part Time	18,338	0.00	623.20	623.20	3,054.49	15,283.51	17%
39-861-019 Over-Time	16,345	0.00	1,077.26	1,077.26	3,637.50	12,707.50	22%
39-861-020 ER-FICA Taxes	18,809	0.00	1,142.26	1,142.26	4,484.88	14,324.12	24%
39-861-030 ER - Retirement Orbit	45,036	0.00	2,763.88	2,763.88	9,889.21	35,146.79	22%
39-861-040 ER- Health Insurance	47,451	24,207.12	3,483.81	3,483.81	16,611.35	6,632.53	86%
39-861-050 ER-Life Insurance	625	313.60	44.80	44.80	224.00	87.40	86%
39-861-060 ER-Workman's Comp	2,260	0.00	0.00	0.00	2,048.83	211.17	91%
39-861-200 Travel Expense	500	0.00	0.00	0.00	0.00	500.00	
39-861-203 Supplies	51,315	17,044.66	8,128.32	8,128.32	25,803.97	8,465.90	84%
39-861-204 Uniforms	3,432	2,066.04	592.83	592.83	1,365.96	0.00	100%
39-861-250 Light, Heat & Security	119,000	71,591.03	8,730.31	8,730.31	36,084.97	11,324.00	90%
39-861-251 Telephone & Postage	9,050	4,716.95	539.88	539.88	2,716.53	1,616.52	82%
39-861-252 Fuel	10,250	5,718.80	718.27	718.27	2,756.52	1,774.68	83%
39-861-296 Continuing Education	2,000	0.00	0.00	0.00	0.00	2,000.00	
39-861-301 Computer Maint.	5,546	4,427.19	170.12	170.12	1,181.54	(62.73)	101%
39-861-302 Software Support	4,208	1,185.92	205.00	205.00	1,819.07	1,203.01	71%
39-861-305 Technology Upgrades	2,000	405.05	0.00	0.00	1,096.72	498.23	75%
39-861-309 Advertising	1,000	0.00	670.00	670.00	670.00	330.00	67%
39-861-310 Dues & Subscriptions	139	0.00	139.33	139.33	139.33	0.00	100%
39-861-318 Freight Charges	2,250	1,686.49	90.00	90.00	463.51	100.00	96%

## Budget vs Actual

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39 WWTP							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
39-861-342 Maint & Repair Plant	80,000	14,421.97	19,997.75	19,997.75	42,871.03	22,707.00	72%
39-861-344 Sludge Removal	70,000	50,919.00	0.00	0.00	18,081.00	1,000.00	99%
39-861-345 Beaver Control	750	0.00	0.00	0.00	575.00	175.00	77%
39-861-346 Lab Material & Supplies	9,000	1,343.15	1,322.72	1,322.72	6,541.00	1,115.85	88%
39-861-347 Lab Analysis	21,662	12,571.00	0.00	0.00	9,091.00	0.00	100%
39-861-348 Tar - Pamlico Dues	3,000	0.00	0.00	0.00	0.00	3,000.00	
39-861-349 OSHAComp/Safety M&S	1,500	0.00	0.00	0.00	0.00	1,500.00	
39-861-352 Vehicle Maintenance	4,750	0.00	270.52	270.52	377.58	4,372.42	8%
39-861-400 Liability Insurance	17,174	0.00	0.00	0.00	3,602.86	13,571.14	21%
39-861-405 Audit Expense	11,500	3,499.81	0.00	0.00	7,999.99	0.20	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	15,735	6,600.00	825.00	825.00	6,890.00	2,245.00	86%
39-861-446 Influent Debris Removal	5,999	3,952.84	522.34	522.34	2,046.16	0.00	100%
39-861-500 Capital Outlay \$5000 and Over	5,685	0.00	0.00	0.00	5,685.47	0.00	100%
39-861-810 NCDEQ WWTP Phase 2 Principal	23,607	0.00	0.00	0.00	0.00	23,607.00	
39-861-897 WWTP 25% of GF Exp	60,675	0.00	0.00	0.00	15,957.98	44,717.02	26%
39-861-998 Contingency	9,497	0.00	0.00	0.00	0.00	9,496.67	
WWTP - Expenses Totals:	912,274	226,670.62	67,833.42	67,833.42	296,464.39	389,138.99	57%
Expenses Totals:	912,274	226,670.62	67,833.42	67,833.42	296,464.39	389,138.99	57%
39 WWTP Revenues Over/(Under) Expenses:			(65,673.39)	(65,673.39)	(133,698.17)		

## Check Listing

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Check Number	Bank	Vendor	Date	Amount
66670	30	BURNETT LIME COMPANY, INC	10/02/2023	<u>\$4,521.29</u>
66671	30	COLUMBIAN MUTUAL LIFE INS CO	10/02/2023	<u>\$37.20</u>
66672	30	DUKE ENERGY PROGRESS	10/02/2023	<u>\$96.45</u>
66673	30	QUICK PRINT	10/02/2023	<u>\$80.06</u>
66674	30	UNIFIRST CORPORATION	10/02/2023	<u>\$1,383.72</u>
66675	30	VC3, Inc.	10/02/2023	<u>\$875.35</u>
66676	30	WARREN COUNTY PUBLIC UTILITIES	10/02/2023	<u>\$16,903.88</u>
66677	30	NC MAYORS ASSOCIATION	10/02/2023	<u>\$100.00</u>
66678	30	Ronnie Parrish	10/03/2023	<u>\$750.00</u>
66679	30	Viola Long	10/03/2023	<u>\$1,000.00</u>
66680	30	Core & Main	10/04/2023	<u>\$621.75</u>
66681	30	INVOICE CLOUD, INC.	10/04/2023	<u>\$129.25</u>
66682	30	NC DEPARTMENT OF REVENUE	10/04/2023	<u>\$450.59</u>
66683	30	PETE SMITH TIRE & QUICK LUBE, INC	10/04/2023	<u>\$452.48</u>
66684	30	UNIFIRST CORPORATION	10/04/2023	<u>\$126.21</u>
66685	30	UNITED PARCEL SERVICE	10/04/2023	<u>\$30.00</u>
66686	30	DOCUMENT SYSTEMS, INC	10/05/2023	<u>\$469.38</u>
66687	30	Purchase Power (Pitney Bowes)	10/05/2023	<u>\$150.00</u>
66688	30	Spectrum Business	10/05/2023	<u>\$169.98</u>
66689	30	WARREN AUTO PARTS, INC.	10/05/2023	<u>\$77.19</u>
66690	30	WHITCO TERMITE & PEST CONTROL	10/05/2023	<u>\$50.00</u>
66691	30	WILSON'S WATER SERVICES	10/05/2023	<u>\$825.00</u>
66692	30	AHNER SECURITY INC.	10/12/2023	<u>\$168.00</u>
66693	30	AMAZON CAPTIAL SERVICES, INC.	10/12/2023	<u>\$641.59</u>
66694	30	AMERICAN WATER WORKS	10/12/2023	<u>\$418.00</u>
66695	30	FOSTER SEPTIC TANK CLEANING	10/12/2023	<u>\$1,175.00</u>
66696	30	GUPTON SERVICES, INC	10/12/2023	<u>\$130.00</u>
66709	30	INVOICE CLOUD, INC.	10/12/2023	<u>\$130.46</u>
66710	30	iWorQ Systems Inc	10/12/2023	<u>\$2,000.00</u>
66711	30	KERR-TAR REG COUNCIL OF GOV	10/12/2023	<u>\$140.00</u>
66712	30	MERITECH INC	10/12/2023	<u>\$2,244.00</u>
66713	30	NC DEQ	10/12/2023	<u>\$1,375.00</u>



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Check Number	Bank	Vendor	Date	Amount
66714	30	NORTH CAROLINA 811, INC	10/12/2023	<u>\$25.00</u>
66715	30	PICTURESQUE HOMES LLC	10/12/2023	<u>\$9,251.50</u>
66716	30	PROFESSIONAL MAIL SERVICES, INC	10/12/2023	<u>\$6.62</u>
66717	30	RJA FIRE EXTINGUISHERS SALES & SERVICE, INC.	10/12/2023	<u>\$50.18</u>
66718	30	TAR HEEL TIRE SALES/SERVICE	10/12/2023	<u>\$6.41</u>
66719	30	WALKER AUTO STORES	10/12/2023	<u>\$284.76</u>
66720	30	WHITCO TERMITE & PEST CONTROL	10/12/2023	<u>\$100.00</u>
66721	30	KPH PAVING & LANDSCAPING, INC.	10/13/2023	<u>\$74,725.00</u>
66722	30	ASPHALT SEALCOATING AND STRIPING SPECIALIST	10/16/2023	<u>\$650.00</u>
66723	30	Community Eye Care	10/16/2023	<u>\$126.64</u>
66724	30	DOCUMENT SYSTEMS, INC	10/16/2023	<u>\$32.30</u>
66725	30	FRONTIER NATURAL GAS	10/16/2023	<u>\$12.42</u>
66726	30	MOBILE COMMUNICATIONS AMERICA	10/16/2023	<u>\$427.00</u>
66727	30	MONCURE HOMES	10/16/2023	<u>\$2,500.00</u>
66728	30	NC DIVISION OF MOTOR VEHICLES	10/16/2023	<u>\$6.00</u>
66729	30	PETE SMITH TIRE & QUICK LUBE, INC	10/16/2023	<u>\$13.60</u>
66730	30	PRO, INC.	10/16/2023	<u>\$4,000.00</u>
66731	30	TIME WARNER CABLE	10/16/2023	<u>\$182.97</u>
66732	30	WOMACK PUBLISHING CO. INC.	10/16/2023	<u>\$100.50</u>
66733	30	WRIGHT EXPRESS FSC	10/16/2023	<u>\$1,821.82</u>
66734	30	FIRST CITIZENS BANK	10/17/2023	<u>\$5,122.49</u>
66735	30	AAA GAS AND APPLIANCE CO.	10/17/2023	<u>\$945.31</u>
66736	30	AMAZON CAPTIAL SERVICES, INC.	10/17/2023	<u>\$178.97</u>
66737	30	BRIGHTSPEED COMMUNICATIONS	10/17/2023	<u>\$89.65</u>
66738	30	Core & Main	10/17/2023	<u>\$474.67</u>
66739	30	EMMA M DAVIS	10/17/2023	<u>\$18.36</u>
66740	30	GFL ENVIRONMENTAL	10/17/2023	<u>\$522.34</u>
66741	30	PETE SMITH TIRE & QUICK LUBE, INC	10/17/2023	<u>\$305.20</u>
66742	30	UNITED PARCEL SERVICE	10/17/2023	<u>\$30.00</u>
66743	30	AMAZON CAPTIAL SERVICES, INC.	10/19/2023	<u>\$133.22</u>
66744	30	DUKE ENERGY PROGRESS	10/19/2023	<u>\$12,233.62</u>

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Check Number	Bank	Vendor	Date	Amount
66745	30	DUKE ENERGY PROGRESS	10/19/2023	<u>\$140.13</u>
66746	30	FRONTIER NATURAL GAS	10/19/2023	<u>\$17.99</u>
66747	30	PROFESSIONAL MAIL SERVICES, INC	10/19/2023	<u>\$149.82</u>
66748	30	PROFESSIONAL MAIL SERVICES, INC	10/19/2023	<u>\$480.37</u>
66749	30	SCOTT ERIC LILES	10/19/2023	<u>\$1,000.00</u>
66750	30	UNUM LIFE INSURANCE COMPANY OF AMERICA	10/19/2023	<u>\$551.61</u>
66751	30	USA Bluebook	10/19/2023	<u>\$577.78</u>
66752	30	WARREN COUNTY PUBLIC WORKS	10/19/2023	<u>\$1,497.45</u>
66753	30	BLUE CROSS BLUE SHIELD	10/20/2023	<u>\$17,027.97</u>
66754	30	BLUE RIDGE SPRINGS, INC	10/20/2023	<u>\$25.00</u>
66755	30	DUKE ENERGY PROGRESS	10/20/2023	<u>\$66.87</u>
66756	30	INFORMATION TECHNOLOGY SERVICE	10/20/2023	<u>\$164.05</u>
66757	30	MUNICIPAL INSURANCE TRUST	10/20/2023	<u>\$762.49</u>
66758	30	Ada Davis	10/25/2023	<u>\$800.00</u>
66759	30	AT&T MOBILITY II LLC	10/25/2023	<u>\$399.14</u>
66760	30	CARDNO USA, INC.	10/25/2023	<u>\$99,205.12</u>
66761	30	HUMANA SPECIALTY BENEFITS	10/25/2023	<u>\$29.38</u>
66762	30	AMAZON CAPTIAL SERVICES, INC.	10/26/2023	<u>\$284.09</u>
66763	30	AT&T MOBILITY II LLC	10/26/2023	<u>\$773.08</u>
66764	30	FLEMING INVESTMENT COMPANY	10/26/2023	<u>\$3,000.00</u>
66765	30	KING'S FITNESS & NUTRITION CENTER	10/26/2023	<u>\$330.00</u>
66766	30	LORD & COMPANY, INC	10/26/2023	<u>\$10,190.00</u>
66767	30	Mission Communications, LLC	10/26/2023	<u>\$3,057.00</u>
66768	30	PETE SMITH TIRE & QUICK LUBE, INC	10/26/2023	<u>\$1,502.59</u>
66769	30	SOUTHERN CORROSION, INC.	10/26/2023	<u>\$4,977.39</u>
66770	30	TRI-COUNTY POWER EQUIPMENT INC	10/26/2023	<u>\$697.08</u>
66771	30	UNIFIRST CORPORATION	10/26/2023	<u>\$955.97</u>
66772	30	UNITED PARCEL SERVICE	10/26/2023	<u>\$30.00</u>
66773	30	USA Bluebook	10/26/2023	<u>\$422.32</u>
66774	30	VERIZON WIRELESS	10/26/2023	<u>\$320.08</u>
66775	30	WARREN AUTO PARTS, INC.	10/26/2023	<u>\$76.82</u>
66776	30	WARREN RECORD	10/26/2023	<u>\$996.63</u>

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66777	30	ANALIAH PERSON	10/30/2023	<u>\$95.55</u>
66778	30	Bernard Kale Ricks	10/30/2023	<u>\$200.00</u>
66779	30	BREEDLOVE ELECTRIC, INC	10/30/2023	<u>\$570.00</u>
66780	30	FANNIE E DURHAM	10/30/2023	<u>\$74.02</u>
66781	30	GABRIELLE N RAINES	10/30/2023	<u>\$152.29</u>
66782	30	HARRIS INVESTMENTS	10/30/2023	<u>\$1,000.00</u>
66783	30	JONETHEL VICK	10/30/2023	<u>\$200.00</u>
66784	30	JOY MOSELEY	10/30/2023	<u>\$39.80</u>
66785	30	JUST FLOWERS LLC	10/30/2023	<u>\$128.10</u>
66786	30	KEITH ALSTON	10/30/2023	<u>\$58.16</u>
66787	30	PREMIER 38 INVESTMENT GROUP LLC	10/30/2023	<u>\$200.00</u>
66788	30	PRUDENTIAL RETIREMENT <b>VOIDED</b>	10/30/2023	<u>\$1,165.86</u>
66789	30	WHOLE MED LLC	10/30/2023	<u>\$1.66</u>
66790	30	PRUDENTIAL RETIREMENT	10/30/2023	<u>\$1,165.86</u>
109	Checks Totaling -			<b>\$307,657.90</b>

### Totals By Fund

	Checks	Voids	Total
32	\$74,725.00		\$74,725.00
34	\$3,438.52		\$3,438.52
36	\$1,219.16		\$1,219.16
37	\$26,159.52	\$1,165.86	\$24,993.66
38	\$41,925.80		\$41,925.80
39	\$50,584.28		\$50,584.28
67	\$8,400.50		\$8,400.50
70	\$2,000.00		\$2,000.00
71	\$99,205.12		\$99,205.12
Totals:	\$307,657.90	\$1,165.86	\$306,492.04

# Memo

**To:** Town Commissioners  
**From:** Bill Perkinson  
**CC:** Mayor, Town Administrator  
**Date:** November 7, 2023  
**Re:** October 2023 Monthly Activity Report for Public Works

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## Water and Sewer

- **Water and Sewer System Needs – Unfunded:** (1) West Ridgeway St. sewer main (general) Install magnetic flow meter in 14-inch sewer force main where Town of Warrenton's and Warren County's Sewer enters Town of Warrenton's sewer system (meter would give us precise measurement of volume of sewer in route to the wastewater treatment plant from our partners thus helping to ensure accurate portioning of monthly wastewater treatment expense between the three partners). (2) Purchase water main valve exercising equipment.
- **Completed Water and Sewer System Maintenance/Repair Related Information:** (1) SCADA Monitoring Service Annual Agreement Renewal – Monitoring for 4 Sewer Lift Stations, 3 Elevated Water Tanks, and PRV Vault. Contractor: Mission Communications, LLC. (Service - \$3,057.00). (2) Preventative Maintenance – F & M Sewer Lift Station. Cleaned wet well of grease and debris. Contractor: Foster Septic Tank Cleaning. (Labor - \$375.00).

**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) - \$3,432.00**

- **Water and Sewer Adjustment Request:** For consideration at the November 13, 2023, meeting of the Board of Commissioners. **Michael Coffman** – 417 N. Main St., Account #003-0001320-1. Billing Period: September 15, 2023 – October 16, 2023. Leak occurred between meter box and house. Normal usage 3,000. Request is for sewer adjustment of 25,000 gallons at \$10.00/1000. Total \$250.00. Adjustment recommended by staff.

## Streets and Sanitation

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

# Memo

**To:** Town Commissioners  
**From:** Bill Perkinson  
**CC:** Mayor, Town Administrator, Warren County Director of Public Works, Norlina Director of Public Works  
**Date:** November 7, 2023  
**Re:** October 2023 Monthly Activity Report for WWTP

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- **Pending Equipment Repairs:** **(1)** Effluent filter controls – Safety issue - Replace cylinders and control mechanism for valves located in pit area of filter building. **(2)** Sand blast and refinish site metal structures. **(Estimated Cost – Refinishing remaining structures - \$58,000)**
- **Completed Plant Maintenance/Repair Related Information:** **(1)** Preventative Maintenance – Grit Classifier. Cleaned grit and bio-solid accumulation from unit. Contractor: Foster Septic Tank Cleaning. (Labor - \$800.00). **(2)** Emergency Repair – Recirculation Pump No. 1 and 2. Repacked Pump No. 1. Trouble-shooted bearing noise in Pump No. 2. Contractor: Liles Pump Repair. (Labor - \$1,000.00, Materials – Provided by Plant). **(3)** Maintenance and Service – Plant SCADA System – Annual maintenance and service agreement. Contractor: Lord and Company. (Agreement - \$10,190.00). **(4)** Repair/Replacement – Plant Administration Building Doors. Completed door and door closures installation including painting. Contractor: Picturesque Homes LLC. (Labor and Materials - \$8,007.75).

**Total cost for Repairs (Account No. 39-861-342) - \$19,997.75**

- **Plant Discharge Quality:** Our discharge quality remained good throughout the entire month. 9.19 million gallons were treated.

# Activity Log Event Summary (Cumulative Totals)

## Warrenton Police Department

(10/01/2023 - 10/31/2023)

911 Hang-up	2	Abandoned Vehicle	2
Accident	3	Alarm Activation	14
Arrest	2	Assault-Physical	1
Assist Elderly/Lost person	2	Assist Fire Dept	2
Assist Highway Patrol	1	Assist Motorist	1
Assist WC EMS	19	Assist WCSO	18
B & E	1	C.O.P.S	2
C.O.P.S.- Neighborhood Patrol	1	Careless and Reckless Driving	3
Complaint	1	Court	1
Disabled Vehicle	2	Dispute	1
Disturbance	12	DWI	1
Escort	4	Follow up Investigation	8
Foot Patrol	1	Found Property/Item	2
Fraud	3	Funeral Escort	1
Injury to Personal Property	2	Injury to Real Property	1
Investigation and/or Interview	1	Larceny	5
Loitering	2	Medical / Person Hurt or Sick	1
Non Law Enforcement Issue	1	Open Door (Business)	1
Ordinance Violation	5	Other	1
Parking Violation	2	Patrol	29
Property Check – Business	43	Property Check – Residential	1
Shots fired	1	Suspicious Person / Vehicle	10
Talk with Officer	12	Traffic Control	1
Traffic Stop	43	Training	1
Trespassing	1	Vehicle Lockout	2
Warrant	1	Welfare Check	1

**Total Number Of Events: 279**



## Warrenton Police Department

### ***November 2023 Summary***



The four-way stop intersection at S. Bragg and E. Franklin is doing well! It seems folks are obeying the signs, and the officers have been able to focus on other areas. YAY!

### Incident Log Details

**10/1/23 Cyclist crashed bike in front of Hardee's on Ridgeway Street.** Initially, the crash was thought to have occurred because the Cyclist (C2) was attempting to avoid colliding with an SUV exiting Hardee's. After further investigation, including Hardee's drive-thru video footage, it was determined that the SUV had already exited and was proceeding East up the hill before the first Cyclist (C1) crossed the path of Hardee's exit. The SUV driver was interviewed, and her statements coincided with the video. It was determined that Cyclist 2 crashed his bike for reasons unknown. He was life-flighted due to the severity of his injuries.

**10/2/2023 Check fraud at Truist Bank**

The victim stated that someone drew a \$5,439.00 check from his account at the Warrenton Truist Bank. The signature was not that of the account holder. The victim stated that he had never ordered checks on the account. The canceled check was also marked "Airbnb" in the memo section.

**10/4/2023 Property Damage inside Dollar General**

A child came into the store with who appeared to be his grandmother. The grandmother was not paying attention to the child. The child went to the health and beauty aisle, opened a package of red hair dye, and began dumping it on various parts of the store, including the back room, several chairs, and at least three end cap shelves, among other places. The manager said they found the damages the next day when a customer said blood was on the floor. Reviewing the cameras found the child in the act of damaging the property. The Store Manager, Margaret Vaughn, wants a petition brought against the child as soon as he can be identified.

**10/5/23 Reckless Driving to Endanger, Injury to Graveyard, Driving While Impaired**

At approximately 7:00 a.m., we were dispatched to a wreck at the graveyard, owned by the Town of Warrenton, on N. Main Street. It was found that the suspect was driving his girlfriend's children to school when he crossed over N. Main Street from Airport Road jumped the ditch and entered the graveyard. When the officer arrived, he found the suspect's vehicle stuck on a gravestone in the SE corner. The tire markings were clear and showed his movements throughout the graveyard. The suspect ran over a small tree and then turned, drove in a circle, and ran over two more grave markers. He then stopped, turned his vehicle, ran over a fourth marker, destroyed a fifth, and finally drove over a sixth marker upon which his vehicle became stuck. The suspect was arrested and charged with those mentioned above and additionally charged with Misdemeanor Child Abuse (endangerment), Injury to Real Property, Disturbing a Grave Marker, and Failure to Stop at a Stop Sign.

**10/5/23 Larceny of a Toolbox**

A subject who was moving into the Arrington Place Apartments called for an officer at 7:03 p.m. to report that as he was unloading items out of his sister's car and bringing them up to his apartment, he was approached by a white female, estimated to be in her fifties, who asked him for three dollars. He did not give the woman any money and proceeded to his apartment with items from the car. After entering his apartment, he looked out the window and saw the female pick up his toolbox and grease gun and load them into a vehicle. The victim immediately ran to the parking lot, but the vehicle was already gone. He was unable to describe the suspect vehicle.

**10/7/23 Man fell into the front window of the Hewitt-Jackson Tax Services office.**

At 12:21 a.m., we were dispatched to the area of Time Out Sports Bar in reference to an EMS call where the male caller stated that he fell into some glass somewhere around the bar. The man called 911 from 102 Elm Street in Norlina. Sgt. Hewlin went to the Norlina address to locate the male subject while our officer spoke with the owner of Time Out Sports Bar. The bar owner stated that someone had driven the male away from the scene. Sgt. Hewlin then reported that the male was found at the Norlina address with a severe laceration to the bone below the left elbow. The male was picked up by EMS and taken to Maria Parham.

**10/12/23 Larceny from Speedway**

At 6:00 p.m., a black male driving a 4-door Honda walked into the store and back out; he picked up a case of water and drove off.

**10/17/23 Larceny of Alcohol from Speedway**

At 2:22 a.m., a black female entered the store, retrieving four Bootlegger bottles from the cooler. The clerk told the subject that it was after hours for alcohol sales. The subject then placed the bottles in her pockets and walked out of the store. She got into the driver's seat of a white vehicle parked at pump 1, backed into a metal pole, and left the parking lot westbound on E. Macon Street.



**10/20/2023                      Barring Notice**

At 6:45 pm, a 32-year-old black male who had been told prior not to panhandle on the Speedway property and who had been told not to return on October 11<sup>th</sup> was officially banned.

**10/21/2023                      Possession of Pyrotechnics**

After Sgt. Oakley personally heard and saw two fireworks being set off on N. Bragg Street; he proceeded to the area of 214 and 216 N. Bragg Street. He approached a subject at 214 who stated it was the man at 216 that set off the fireworks. He then went to the front door of 216 and spoke with Ms. Lyles, who stated that her husband was not home and that he had not set off the fireworks. She was rude and began complaining that her neighbor's party was too loud and she could not hear her TV. She further stated that we should be talking to them and not her. She again advised that James Lyles was not home and that she had not heard any fireworks. James Lyles then pulled into the driveway, and he, too, was irate. He yelled that he was tired of the PD blaming him every time fireworks went off. At this time, Sgt. Oakley did not feel that he had Probable Cause to arrest Lyles. However, after talking to subjects at 214 later that night, he was approached by the bride of the wedding reception, who told him that it was the neighbor, Mr. Lyles, who had set off the mortar to celebrate the wedding. Sgt. Oakley spoke with the judge who had entered the order restricting Mr. Lyles's possession of fireworks and the DA office about prosecution. Mr. Lyles was arrested on October 27<sup>th</sup> for Possession of Pyrotechnics and Violation of his court order. He was given a secured bond of \$1500.

**10/22/23                      Disturbance**

At 12:10 p.m., we responded to Arrington Place Apartments for the second time that day in reference to a Kearney subject knocking on the door of a female resident. The female resident stated that she would be evicted if he were found on her property. The Kearney subject was trespassed from the property, and the female was advised to speak to the magistrate about obtaining trespassing charges against Mr. Kearney.

**10/24/23                      Break and Enter Motor Vehicle, Larceny After Break and Enter**

At 12:27 p.m., a resident from Arrington Place Apartments came into the PD to report that her 2003 Dodge had been "vandalized." She stated that her daughter saw the vehicle the evening before, and it was fine; however, at 7:30 a.m. on the 24<sup>th</sup>, the back glass had been busted out, and a cell phone was missing. She gave no reason for the delay in reporting the incident, and she had already covered the open window frame of the car with plastic. No suspects. No leads.

**10/27/23                      Injury to Personal Property**

On 10/27/2023, Mr. Burchette came to the WPD to request a wreck report for an incident that occurred on 10/26/2023. He was informed we could not do an accident report after the fact, but we could file an incident report for damage to the vehicle. Mr. Burchette provided most of the necessary information, and photos of the vehicle were taken. Mrs. Burchette was contacted, and she stated that she parked her car in the same place she had for 20 years on Academy St, North side of the road, facing East, at around 8:00 a.m. on 10/26/2023. She left work at around 4:45 p.m. the same day, and when she arrived home around 5:10 p.m., Mr. Burchette noticed the damage to her driver's side door. There was an approximately 2-3" dent and scrape in the door, about 18-20" from the ground. Since Mrs. Burchette did not recall hitting anything on the way home, it is possible it occurred on Academy St. At this point, we cannot determine what occurred with the information provided. Mrs. Burchette can provide the incident report to her insurance company to have her vehicle repaired.

## Special Recognition

Tonight, Mayor Walter Gardner will present Officer Eric Tharrington with a Life-Saving Certificate and Commendation Bar for his actions on the night of August 14, 2023. We are so fortunate to have great police officers, but when they have EMT superpowers, it's a tremendous asset, and we are grateful.

The following is an excerpt of Officer Tharrington's incident report narrative (victim name and identifying characteristics omitted):

*"I noticed a male subject approaching my car from the left-hand side, and I rolled down my window. The male subject (a 14-year-old Juvenile) said, "Help me, I've been kidnapped and stabbed." At this point, he stuck his arm into my patrol car, leaking blood onto me and inside my car. I got out and immediately called for EMS. I then began providing life-saving first aid to the male's wounds. The male had a laceration on his left wrist that was bleeding excessively. When I lifted the male's shirt, I noticed a stab wound located on his left side near his rib cage with organs protruding out. I also noticed a stab wound to the right side of his neck."*

In the following days, we received updates from the hospital on the male's condition, and he was improving, although his doctor stated that he only had less than a minute left before he would have bled out and died. If Officer Tharrington had not known the correct method and type of bandages wounds like that would need, that 14-year-old kid would not be with us today.

I am very proud of Officer Tharrington and very proud of all our dedicated officers here at the Warrenton Police Department.

(Officer Tharrington's wife and children will attend to witness him receive his commendation for a job well done, but he will be at the meeting under trickery, so let's keep the surprise)

# Traffic Stop Summary

## Warrenton Police Department

(10/01/2023 - 10/31/2023)

<b>Total Number of Traffic Stops</b>	43	<b>Driver Arrested?</b>		<b>Basis for Search</b>	
		Yes	0	Erratic/Suspicious Behavior	0
		No	43	Informant's Tip	0
<b>Initial Purpose of Traffic Stop</b>		<b>Passenger(s) Arrested?</b>		Observation of Suspected Contraband	0
Checkpoint	0	Yes	0	Other Official Information	0
Driving While Impaired	0	No	43	Suspicious Movement	0
Investigation	1	<b>Officer(s) Encountered Physical Resistance From Driver/Passenger(s)?</b>		Witness Observation	0
Other Motor Vehicle Violation	1	Yes	0	<b>Vehicle Searched?</b>	
Safe Movement Violation	2	No	43	Yes	0
Seat Belt Violation	0	<b>Officer(s) Engaged in Use of Force Against Driver/Passenger(s)?</b>		No	0
Speed Limit Violation	27	Yes	0	<b>Driver Searched?</b>	
Stop Light/Sign Violation	8	No	43	Yes	0
Vehicle Equipment Violation	2	<b>Officer(s) Injured as a Result of the Stop?</b>		No	0
Vehicle Regulatory Violation	2	Yes	0	<b>Passenger Searched?</b>	
<b>Driver's Age</b>		No	43	Yes	0
Under 18	3	<b>Driver Injured as a Result of the Stop?</b>		No	0
18 to 29	9	Yes	0	<b>Personal Effects of the Driver/Passenger(s) Searched?</b>	
30 to 39	9	No	43	Yes	0
40 and Older	22	<b>Passenger(s) Injured as a Result of the Stop?</b>		No	0
<b>Driver's Race</b>		Yes	0	<b>Contraband Found as Result of Search?</b>	
White	12	No	43	Yes	0
Black	28	<b>Vehicle/Driver/Passenger(s) Search Initiated Subsequent to the Traffic Stop?</b>		No	0
Native American	3	Yes	0	<b>Contraband Found</b>	
Asian	0	No	43	Drugs	0
Other	0	<b>Type of Search</b>		Alcohol	0
<b>Driver's Sex</b>		Consent	0	Money	0
Male	14	Search Warrant	0	Weapons	0
Female	29	Probable Cause	0	Other	0
<b>Driver's Ethnicity</b>		Search Incident to Arrest	0	<b>Property Seized as Result of Search?</b>	
Non-Hispanic	8	Protective Frisk	0	Yes	0
Hispanic	2	<b>Property Seized</b>		No	0
<b>Enforcement Action Taken as a Result of the Traffic Stop</b>		Motor Vehicle	0	<b>Property Seized</b>	
Citation Issued	8	Personal Property	0	Other Property	0
No Action Taken	0				
On-View Arrest	0				
Verbal Warning	34				
Written Warning	1				

# Traffic Stop Summary

Warrenton Police Department

(10/01/2023 - 10/31/2023)

## Searched Passenger's Age

Under 18

18 to 29

30 to 39

40 and Older

## Searched Passenger's Race

White

Black

Native American

Asian

Other

## Searched Passenger's Sex

Male

Female

## Searched Passengers's Ethnicity

Non-Hispanic

Hispanic



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

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### **BOC Meeting October 2023 – Action Items Checklist**

1. Execute annexation resolution, file copy of resolution with Register of Deeds, update Ordinance Book as addition to Table 1. (cont.)
  - ✓ Done for Hayley Haywood property. Mayor reviewing other annexed properties.
2. Update Personnel Manual regarding health insurance
  - ✓ Done
3. Surplus five town vehicles via bid
  - ✓ Submitted to Govdeals.com
4. Contact Todd Wemyss regarding purchasing of mobile public restrooms.
  - ✓ Gave check to Todd Wemyss, received title.
5. Trim tree at shopping center entrance. (Aaron Ayscue)
  - ✓ Mailed letter with request to trim to manager at Speedway.
6. Research status of changes to noise ordinance. (Jason Young)
  - ✓ Reached out to Mitch Styers. Language in BOC packet.
7. Execute AquaResource agreement
  - ✓ Signed, sent to TecNXS
8. Advertise in Warren Record the Public Hearing for Special Use permits
  - ✓ Scheduled

**TOWN OF WARRENTON****Audit Highlights**

June 30, 2023

	Page Number	June 30, 2023	June 30, 2022
Cash balances	11	\$ 1,609,000	\$ 1,724,000
Fixed Assets			
Governmental-net	11	635,000	378,000
Proprietary-net	11	12,093,000	12,237,000
General fund			
Total fund balance	13	1,114,000	1,147,000
Unassigned fund balance	13	794,000	912,000
Increase (decrease) in fund balance	15	(34,000)	72,000
Wastewater treatment fund			
Cash balances	18	28,000	24,000
Net position	18	1,784,000	1,648,000
Change in net position	19	136,000	76,000
Water and sewer fund			
Cash balances	18	634,000	649,000
Net position	18	7,518,000	7,722,000
Change in net position	19	(203,000)	(219,000)
Ad Valorem taxes			
Tax collections	73	469,000	480,000
Valuation subject to tax	74	72,156,000	72,927,000
Overall collection percentage	74	98.05%	98.51%
Long-term debt			
General governmental	45	186,000	84,000
Proprietary	45	3,577,000	3,618,000

**Other Highlights:**

Audit opinion-Unmodified-"Clean"-This means that the financial statements present fairly in all material respects the financial position and the results of the operations and the cash flows of it's proprietary fund types of the Town of Warrenton for the year ended June 30, 2023.

\*\*Note that all numbers have been rounded to the nearest \$1,000. Page numbers are from the June 30, 2023 financial statements.



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

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## **STATUS OF GRANTS**

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

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

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

- CDBG funds to assist in repairing houses owned by citizens of low or moderate incomes.
- NC Commerce has granted an additional \$200,000 in funding due to inflation.
- Second house awaiting certificate of occupancy. Third house installed on foundation.

### **(Fund 68) Building Reuse Grant**

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

### **(Fund 71) Brownfield Grant**

- This \$300,000 grant to analyze environmental issues on properties in Warrenton.
- EPA approved funding for a Landmark status application to the National Parks Service for All Saints Episcopal Church.
- Phase 2's at Southern States, Peck and old cotton gin are complete. Asbestos analysis is underway at All Saints.

### **Golden Leaf Storm Water Grant**

- Town awarded \$196,447.50 for stormwater repairs to Brehon Street.

### **Outstanding/In Progress Grant Applications:**

- Town-Wide Water System Improvements: \$1,564,600
- Sanitary Sewer Rehabilitation: \$1,576,040
- WWTP Improvements: \$1,755,000
- Stormwater Planning Grant: \$400,000

### **Southeast Crescent Regional Commission**

- The Town has been invited to submit a full application for the *State Economic and Infrastructure Development* (SEID) Grant Program. This grant is designed to "Foster Entrepreneurial and Business Development Activities"

Town of  
**Warrenton**  
NORTH CAROLINA

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

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**APPLICATION FOR ZONING SPECIAL USE PERMIT**

\* \$300 processing fee is required \* Hillman Paythress Date: 8/17/2023  
Name of Applicant: ~~ROCK~~ GRAIN HOSTLE Telephone No. (252) 213-4398  
Address: 112 MADISON ST., WARRENTON, NC 27589  
Owner: HILLMAN PAYTHRESS Telephone No. 252-213-4398  
Address: 308 W. RIDGEMAN ST., WARRENTON, NC 27589  
Current Zoning: Industrial/Commercial Tax Number of Parcel: E5 D 62  
Location of Land for which the Special Use is being requested:  
112 MADISON ST., WARRENTON

Specific Zoning ordinance for which the variance is being requested:

Special Use Request: MIXED BEVERAGE PERMIT - BAR

Use of each adjacent property: RESIDENTIAL and INDUSTRIAL

\* Attach additional pages as necessary \*



All applicable specific conditions pertaining to the proposed use have been or will be satisfied;

YES

Access roads or entrance and exit drives are or will be sufficient in size and properly located to ensure automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or other emergency;

YES Meet DOT standards

Off-street parking, loading, refuse, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood;

YES 20 parking spaces on lot  
contiguous

Utilities, schools, fire, police, and other necessary public and private facilities and services will be adequate to handle the proposed use;

YES No impact on schools, fire

The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts;

YES in harmony w/ adjacent properties

The type, size, and intensity of the proposed use, including such considerations as the hours of operation and number of people who are likely to utilize or be attracted to the use, will not have significant adverse impacts on adjoining properties or the neighborhood.

YES No change in hours of operation  
current W 4-8 Th 4-9 Fr. 4-10 Sat 1-10 Sun 1-6

The use or development is located, designed, and proposed to be operated so as to maintain or enhance the value of contiguous property, or that the use or development is a public necessity; and

YES

\* Attach additional pages as necessary \*

The use will not be a detriment or deterrent to economic development;

YES - IT WILL NOT BE A DETERRENT

It will encourage economic development through tourism.

The use will be in harmony with the existing development and uses within the area in which it is to be located.

YES

The use or development conforms to the general plans for the physical development of the Town and is consistent with any Town Comprehensive Plan.

YES

  
Signature of Applicant

**For Town Staff Use Only**

Fee Paid: \$ 300.00 (\$300.00)

Public Hearing Held on \_\_\_\_\_ At: \_\_\_\_\_

Board of Commissioners meeting held on \_\_\_\_\_ At \_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Robert F. Davie, Jr.  
Town Administrator



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

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**APPLICATION FOR ZONING SPECIAL USE PERMIT**

**\* \$300 processing fee is required \***

Date: 8/1/2023

Name of Applicant: Rickey Branning and Kim Catron Telephone No. 919-255-2127

Address: 120 S Main Street Warrenton NC 27589

Owner: Rickey Branning and Kim Catron Telephone No. 919-255-2127

Address: 120 S Main Street Warrenton NC 27589

Current Zoning: C-1 Tax Number of Parcel: E6B299

Location of Land for which the Special Use is being requested:

120 S Main Street Warrenton NC 27589  
\_\_\_\_\_

Specific Zoning ordinance for which the variance is being requested:

151.113  
\_\_\_\_\_

Special Use Request: Bar in addition to brewery.  
\_\_\_\_\_  
\_\_\_\_\_

Use of each adjacent property: Commercial and specifically banking, government.  
\_\_\_\_\_  
\_\_\_\_\_

**\* Attach additional pages as necessary \***

All applicable specific conditions pertaining to the proposed use have been or will be satisfied;

Yes - following NC ABC requirements.

---

---

Access roads or entrance and exit drives are or will be sufficient in size and properly located to ensure automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or other emergency;

Correct - no changes to the physical location.

---

---

Off-street parking, loading, refuse, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood;

Correct - no changes to the physical location.

---

---

Utilities, schools, fire, police, and other necessary public and private facilities and services will be adequate to handle the proposed use;

Correct - no changes that would impact these services.

---

---

The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts;

Correct - no changes to the physical location.

---

---

The type, size, and intensity of the proposed use, including such considerations as the hours of operation and number of people who are likely to utilize or be attracted to the use, will not have significant adverse impacts on adjoining properties or the neighborhood.

Correct - no significant changes and no change in hours of operation.

---

---

The use or development is located, designed, and proposed to be operated so as to maintain or enhance the value of contiguous property, or that the use or development is a public necessity; and

---

No changes to the physical location. Additional ABC mixed beverage permit will contribute to increased visitors to the town of Warrenton.

---

**\* Attach additional pages as necessary \***

The use will not be a detriment or deterrent to economic development;

Correct - no impact on economic development.

---

---

The use will be in harmony with the existing development and uses within the area in which it is to be located.

Our intent is not a "full bar" offering. We will stock a few items to be used to make specialty mixed drinks with our mead and slushies and offer a few standard mixed drinks.

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The use or development conforms to the general plans for the physical development of the Town and is consistent with any Town Comprehensive Plan.

Correct - no changes to the physical location.

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*Rickey Branning Kimberly Catron*  
Signature of Applicant

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**For Town Staff Use Only**

Fee Paid: \$ ✓ (~~\$300.00~~)

Public Hearing Held on \_\_\_\_\_ At: \_\_\_\_\_

Board of Commissioners meeting held on \_\_\_\_\_ At \_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Explanation: \_\_\_\_\_

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\_\_\_\_\_  
Date: \_\_\_\_\_

Robert F. Davie, Jr.  
Town Administrator

# Warrenton Budget Amendments

Date:11/13/2023

Number:#8

Purpose of Amendment:

The purpose of this BA is to appropriate funds to purchase a portable toilet for Town events. The board approved the expense at the October 9, 2023 meeting.

Fund Name:

General Fund

## Revenue

Account Title/Number:	Increase Amount	Decrease Amount
Approp FB/37-395-396	15,000	

Subtotal15,000-

Total15,000

## Expenditure

Account Title/Number:	Increase Amount	Decrease Amount
Capital Outlay over \$5,000/37-401-500	15,000	

Subtotal15,000-

Total15,000

Grand Total

-

The Golden LEAF Foundation (“Golden LEAF”)

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: Town of Warrenton
2. Number & Title: G-202306-07974 / Brehon Street Stormwater Improvements
3. Purpose of Grant: The storm drain at the intersection of Brehon and Fairview Streets becomes blocked and overwhelmed by stormwater runoff during large unnamed storms, resulting in flooding of the street and three residential lots in the area. Golden LEAF flood mitigation grant funds will be used for engineering and construction costs associated with replacing approximately 190 feet of existing 24-inch vitrified clay pipe, clogged and damaged stormwater pipe, and two curb inlets with a new 48-inch corrugated plastic pipe. The new pipe will run from Brehon Street to an outlet at an unnamed tributary to Horse Creek. Households in the immediate project area will benefit from the completion of the project. The project will allow for greater stormwater flow another 300 yards upstream and benefit approximately a dozen more residential properties that are affected to a lesser degree. Once completed, the town's operations and maintenance personnel will be responsible for maintaining the new stormwater pipe.
4. Amount of Grant: \$196,447.50
5. Award Date: October 5, 2023
6. Special Terms and Conditions Applicable to Grant:
  - a) The term of the grant is 18 months, commencing on the Award Date. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement (this “Agreement”) that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
  - b) Release of funds is conditioned on the Town of Warrenton acquiring any easements necessary for the project.
  - c) Use of grant funds must comply with applicable requirements of S.L. 2021-180.
7. Standard conditions on the release of grant funds:
  - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
  - b) Release of funds is contingent on Grantee returning a fully executed copy of this Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
  - c) Release of funds is contingent on Golden LEAF’s approval of activities and outcomes that will be used to monitor and assess Grantee’s implementation of the project. Unless otherwise directed by Golden LEAF, Grantee must submit proposed outcomes and activities for approval within forty-five (45) days of the Award Date.
  - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
  - e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
  - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
  - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has



determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state, or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non- payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of the Interested Person's financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflicts of interest policy or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. The Grantee may request that the President of the Foundation approve a conflict of interest policy that varies from the requirements of this section. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. Procurement/Disposition: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section. If equipment purchased by the Grantee using Golden LEAF funds is no longer needed or used for the project funded, the Grantee may donate the equipment to a North Carolina governmental entity or a North Carolina organization recognized as an organization described under Section 501(c)(3) of the Internal Revenue Code. In making such a donation, the Grantee must comply with statutory or regulatory requirements that apply to the Grantee, must use reasonable efforts to ensure that the equipment is used for purposes consistent with this grant, and must document and retain records evidencing the donation in accordance with the terms and condition of this Agreement.
12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing, which may be a communication sent through Golden LEAF's grants management system to the Grantee.
13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding, in this Agreement, or in the budget or other forms approved by Golden LEAF shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Agreement and the Grantee's application for funding, this Agreement will control.
14. The Grantee acknowledges receipt of Golden LEAF's policy regarding termination and rescission of grants, which policy is incorporated in this Agreement by reference and is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.
15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be

retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be submitted through Golden LEAF's online grants management system in accordance with instruction provided by Golden LEAF, unless otherwise directed by Golden LEAF. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF twice each year, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, [www.goldenleaf.org](http://www.goldenleaf.org). The Grantee will submit reports through Golden LEAF's online grants management system following in accordance with instructions provided by Golden LEAF, unless otherwise directed by Golden LEAF. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms and following in accordance with processes prescribed by Golden LEAF.
17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall be maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
18. This Section 18 is applicable if the following blank is marked: \_\_\_\_\_ Staff Initials & date: \_\_\_\_\_

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden

LEAF. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.
20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, parental status, national origin, genetic information, political affiliation, protected veteran status, or disability, or any other legally protected status, in connection with the activities of a project funded by Golden LEAF.
21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from the Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. The Golden LEAF Brand and Publicity Guide can be accessed at [www.goldenleaf.org/brand-and-publicity-guide/](http://www.goldenleaf.org/brand-and-publicity-guide/). For assistance with publicity, including review of all press releases, please contact Golden LEAF staff ([news@goldenleaf.org](mailto:news@goldenleaf.org)).
22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies their authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Person Signing (print): \_\_\_\_\_

Title of Person Signing (print): \_\_\_\_\_

Date: \_\_\_\_\_



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

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

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## GRANT PROJECT ORDINANCE

### Brehon Street Stormwater Improvements

**BE IT ORDAINED** by the Town of Warrenton Town Council 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 Brehon Street Stormwater Improvements to be funded by Golden Leaf Foundation Flood Mitigation and Recovery Program.

**Section 2:** The officers of this unit are hereby directed to proceed with the grant project within the terms of the budget contained herein. This is a project length budget wherein the Grant Project Fund will remain operational for the term of this project

**Section 3:** The following expenditure amounts are appropriated for the project:

Construction	\$ 122,225.00
Contingency	\$ 12,222.50
Engineering Services	\$ 62,000.00
Legal Services	\$ 5,000.00
Easement Survey/Platting Services	\$ 8,000.00
<b>Total Project Costs</b>	<b>\$ 209,447.50</b>

**Section 4:** The following financing source is anticipated to be available to complete this project:

Golden LEAF Foundation	\$ 196,447.50
<u>Local Funds (Town of Warrenton - Powell Bill)</u>	<u>\$ 13,000.00</u>
<b>Total</b>	<b>\$ 209,447.50</b>

**Section 5:** The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient detailed accounting records to satisfy the requirements of the funding agency, the funding agreements, and the federal regulations. The terms of the bond resolution also shall be met.

**Section 6:** Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the funding agency in an orderly and timely manner.

**Section 7:** The Finance Officer is directed to report, on a quarterly basis, on the financial status of each Project element in Section 3 and on the total grant/loan revenues received or claimed.

**Section 8:** The Budget Officer is directed to include a detailed analysis of past and future costs and revenues related to this grant project in every budget submission made to this Board.

**Section 9:** Copies of this Grant Project Ordinance shall be furnished by the Clerk to the Governing Board, to the Budget Officer, and the Finance Officer for direction in carrying out this project.

Duly adopted this 13th day of November 2023

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Hon. Walter Gardner, Mayor

Attest:

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Robert Davie, Town Clerk

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_  
("Effective Date") between the Town of Warrenton, North Carolina ("Owner") and  
Municipal Engineering, Inc. (MEI) ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally  
identified as follows:

**Front Street/Brehon Street Stormwater System Improvements ("Project").**

**Project Description**

The Town of Warrenton proposes to replace an undersized, deteriorated 24-inch  
stormwater pipe with approx. 190 linear feet (LF) of new 48-inch corrugated plastic  
stormwater pipe to reduce the frequency and duration of street and yard flooding near the  
intersection of Brehon Street and Fairview Street. Other improvements include replacement  
of curb inlets and cross-piping on Brehon Street and repairs to a section of stormwater pipe  
just upstream of the Brehon Street pipe crossing.

The project is being funded through a grant from the Golden Leaf Foundation Flood  
Mitigation Program.

Engineer's Scope of Services under this Agreement are generally identified as follows:

1. Project Management: The Engineer will provide Continued project management to  
the Owner for duration of the project. ***Project Management Services are estimated  
to span 18 months.*** ENGINEER will conduct project scoping with Owner and  
update Owner's staff periodically to present findings, design criteria and decisions  
and review the status of the project budget and schedule.
  - A. Project formulation including project development and scoping meeting  
with Owner to develop scope, schedule and coordinate with Owner's other  
consultants. ***Engineer has budgeted for one (1) on-site Project  
Development and Scoping meeting.***
  - B. Kick-Off Meeting with Town to review project scope, basis of design, fee  
and schedule and ENGINEER's and Owner's responsibilities and establish  
and confirm guiding design principles and criteria. The ENGINEER will  
discuss type and style of proposed project with Owner's staff. The project  
budget and schedule will be reviewed. ***Engineer has budgeted for one (1)  
Kick-Off Meeting w/minutes.***

- C. Prepare Engineering Services Agreement (ESA) contract.
  - D. Set up and maintain a Project Filing System throughout life of the Project to use for storage and retrieval of project documents.
  - E. Maintain project records including project budget and schedule for project duration (**estimated at 18 months**).
  - F. Prepare monthly invoices for ENGINEER's services in format acceptable to OWNER and funding agencies.
  - G. Set up and maintain a project cost accounting system throughout duration of the Project.
2. Field Surveying and Base Mapping: The Engineer will provide field surveying work and base mapping services for engineering design and preparation of construction drawings, including the following items:
- A. Establish two (2) control points within the project area with NAD 83 and NAVD 88 datum.
  - B. Field-locate and map planimetric features (e.g., fences, tree lines, poles, roadways, marked utilities, existing stormwater infrastructure and appurtenances, etc.) within the project corridors/area.
  - C. Establish two (2) temporary bench marks.
  - D. Complete necessary office computations and mapping to construct baseline drawings of survey field data of the project corridors/area including existing property lines, rights-of-way, easements, etc.
  - E. Provide a digital survey file in AutoCAD Civil 3D format.
  - F. County GIS information will be used to reference all rights-of-way and property lines. **Note: All property research, property survey and the preparation of easement plats and easement acquisition assistance will be as scoped under task code .E, Easement and Platting Services.**
3. Engineering Report/Environmental Information Document (Not Assigned): ***Preparation of an Engineering Report or Environmental Information Document is not anticipated to be required for this project and is not included as part of this Scope of Services.***
4. Engineering Design: The design of the Project will be based on the conceptual designs established by the Owner during the project formulation/scoping and project kick-off meetings. The Engineering Design services will include the following items:
- A. Prepare construction plans and elevations/profiles for the proposed project work using final mapping of the field survey and Engineer's standard 36" x 24" plan sheets [Scale: as required to show sufficient project details]. Plans shall indicate construction limits and location of temporary construction and or permanent easements, if required.



- B. Forward one (1) set of preliminary plans to Owner for review and conduct one (1) Preliminary (60%) Review Meeting with Owner.
  - C. Incorporate Owner comments from review of preliminary design into final design.
  - D. Finalize horizontal and vertical alignment for proposed stormwater system improvements.
  - E. Finalize typical sections, details and profiles.
  - F. Prepare final quantity and opinion of probable construction costs.
  - G. Prepare an erosion and sedimentation control plan, if required.
  - H. Prepare contract documents and specifications utilizing Engineer's Standards and Specifications along with the special contract provisions, as required, for state/federal funded grants/loans.
  - I. Conduct one (1) Final Design (90%) Meeting with Owner's staff to respond to all questions and comments and review plans.
  - J. Prepare a Final Opinion of Probable Construction Cost for Project.
  - K. Make one (1) round of revisions to the construction documents based on Owner's Final Design Meeting comments.
  - L. Submit plans and specifications to the funding agency, if required, for technical review and respond to one (1) round of review comments.
  - M. Prepare recommended schedule for bidding and construction of Project.
5. Permitting and Approvals: Permitting is anticipated to proceed concurrently with Design to the extent practical. *The Engineer cannot guarantee any regulatory approval or a timeframe in which that approval might be granted.* The Owner should be aware that significant delays can occur during regulatory review, and those delays may impact project schedule, funding and scope of work. No such delays are currently anticipated, but should any materialize, the Engineer will present to the Owner the most feasible alternatives for addressing the matter causing the delay.

The Engineer will provide technical criteria, written descriptions and design data for Owner's use in filing applications for permits or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project. The Engineer will investigate the need for, and prepare, if necessary, applications and supporting documentation for the following Regulatory Agency Reviews:

- A. **NC Division of Energy, Minerals and Land Resources (Erosion Control Plan)** - Engineer shall complete the most recent version of the application form entitled "*Financial Responsibility - Ownership Form*" in complete accordance with all applicable instructions. The submittal shall include a completed checklist, required number of plans and applicable technical specifications, supporting calculations and supplemental documents.

The ENGINEER has not budgeted for the following permits or surveys given the strong likelihood that such permits/surveys will not be required:

- NCDOT Highway Encroachment Agreement
- Clean Water Act Permitting (Section 404 and 401)
- FEMA No-Rise Study/Certification
- Wetlands or Stream Mitigation
- Archaeological or Cultural Resources surveys
- Threatened or Endangered Species surveys

NEPA or SEPA documentation is not included in this scope or fee estimate and is not anticipated.

The Owner's permitting application fees are estimated below. The fees are not included in the Engineer's budget and shall be paid by Owner.

- NC DEMLR Sedimentation/Erosion Control Plan – TBD after design

6. Bidding: The Engineer will bid the project as one (1) contract. The Owner will be responsible for publicly advertising the Bid and determining the Pre-Bid Conference and Bid Opening dates and locations. The Pre-Bid Conference and Bid Opening are anticipated to be held in Warrenton, NC at the Warrenton Town Hall. The Engineer will conduct the Bid Opening and read the bids publicly aloud unless the Owner prefers to conduct this task. The Engineer will be responsible for the following bidding services:

- A. Update Bid/Contract Documents to reflect the Pre-Bid date, time and location and Bid Opening date, time and location.
- B. Prepare and distribute Pre-Bid Conference Agenda, attend Pre-Bid Conference and issue Pre-Bid Meeting minutes.
- C. Maintain a record of prospective bidders and suppliers to whom drawings or specifications have been issued or requested.
- D. Provide a sufficient number of sets of construction contract documents for bidding purposes, and distribute the contract documents to prospective bidders.
- E. Receive fees for construction contract documents to recover reproduction and distribution costs.
- F. Interpret construction contract documents and provide written responses to questions from bidders requiring clarification during the bidding period. Prepare addenda to the construction contract documents when required.  
***Engineer has budgeted for one (1) addendum.***
- G. Assist the Owner in conducting the bid opening. Answer questions during bid opening, make preliminary tabulation of bids, and review questionnaires and bids for completeness.

- H. Review and evaluate the qualifications of the apparent successful bidder. The review and evaluation will include such factors as work previously completed, whether adequate equipment is available to complete the work properly and expeditiously, financial resources, and technical experience.
  - I. Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to Owner concerning contract award.
  - J. Prepare Recommendation of Award letter. After the construction contract is awarded to the successful Bidder, the contract for construction will be assigned to Town of Warrenton, which will have all of the rights and responsibilities of the Owner under that construction contract.
  - K. Assemble the Funding Agency's Project Bid Information package, if required, including Bid Tabulation, copy of the bid and bid bond from the lowest, most responsive bidder, recommendation of award letter, MWE/WBE documentation, engineering contracts and resume of Construction Observer (if required). Owner will provide proof of advertisement, resolution of tentative award, site certificates, land costs form. Submit Project Bid Information to DWI for their review and acceptance of the most responsive bid.
  - L. Issue Notice of Award to successful contractor following approval from the NC DWI.
  - M. Owner is responsible for all costs associated with advertising for bids and re-advertising, if necessary.*
  - N. If the initial bid opening fails to receive the required three (3) bids, and the project must be re-advertised and re-bid, the Engineer's services associated with the re-bid shall be compensated per signed ESA amendment or Section 7.02, "Additional Services".*
7. Construction Administration: The Engineer will provide construction administration for the Project. The total construction period is estimated to be 150 calendar days. The Engineer is anticipated to provide a construction observer on a part-time basis to monitor construction activities. The Engineer will provide the Construction Observer's inspection reports on a monthly interval. The Owner will also be available to assist Engineer in carrying out onsite observation and administrative duties. The following services will be provided to the Project:
- A. Prepare and distribute conforming copies of the construction contract documents. *Engineer will distribute up to five (5) conforming copies of the final construction contract documents.* These services will include furnishing the Contractor unsigned construction contract documents, review of Contractor bonds and insurance certificates, and transmitting the construction contract documents to Owner for acceptance by the Owner's legal counsel, signature and final distribution to Contractor. Engineer's review of the insurance certificates is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance

required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.

- B. Owner's instructions to the Contractor(s) shall be issued through Engineer, who shall have the authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and Standard General Conditions.
- C. Once the Authorization to Construct (ATC) has been issued by the state, Engineer shall issue "Notice to Proceed" to Contractor.
- D. Organize and facilitate a Pre-Construction Conference and record minutes for distribution to attendees, funding agency, Owner, and Contractor.
- E. Review Shop Drawings for various parts and materials to be utilized on the project to ensure general compliance with the Contract Documents. The Engineer will provide a copy of all shop drawings at the end of the project. *American Iron and Steel (AIS) compliance is not anticipated to be required for this project. If it is determined that AIS compliance is required, an Engineering Services Agreement amendment will be prepared to cover the cost of administering AIS compliance.*
- F. *The Project is not expected to require compliance with Davis-Bacon labor standards. Should it be determined that Davis-Bacon wage compliance is required, an Engineering Services Agreement amendment will be prepared to cover the costs of administering Davis-Bacon wage compliance.*
- G. Conduct periodic progress meeting and site visits to observe as an experienced and qualified design professional the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, Engineer's observations shall not be intended to involve work beyond the responsibility specifically assigned to Engineer in this Agreement and the Contract Documents. On the basis of on-site observations, Engineer shall keep the Owner informed of the progress and quality of the Work, and shall alert the Owner to defects and deficiencies in the Work of the Contractor. Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction selected by Contractor or for safety and environmental programs and precautions incident to the Work. Engineer shall not be responsible for the failure of the Contractor, his Subcontractors or any other persons performing any of the Work to comply with laws, rules, regulations, ordinances, code or orders, or for failure of any of them to carry out the Work in accordance with the Contract Documents, except to the extent that one or more actions or omissions of Engineer in violation of the provisions of this Agreement contributed to such failure. *Five (5) meetings/visits, not inclusive of a final walk-thru/close-out meeting, have been budgeted.* Engineer shall issue meeting minutes and field report.

- H. The purpose of Engineer's interval visit to and representation by the Resident Project Representative at the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor.
- I. Make recommendations to Owner concerning the disapproval or rejection of Contractors' Work while it is in progress if Engineer believes that such Work does not produce a completed Project that conforms to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. Engineer shall have access to the Work at all times wherever it is in preparation or progress.
- J. Engineer shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. Field Orders shall not involve change in Contract Price or Time. ***Engineer has budgeted for one (1), 1-hour response per month (total of 5) during the Construction duration.***
- K. Act as initial interpreter of the requirements of the Contract Documents, judge the acceptability of the Work and make decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and not be liable for the results of any such interpretations or decisions rendered in good faith.
- L. Determine the amount owing to Contractor based on Engineer's periodic and Owner's observations at the site and the data comprising the Application for Payment, and the accompanying data and schedules, and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner that the Work has progressed to the point indicated and that, to the best of Engineer's and Owner's representative knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The issuance of a recommendation will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a recommendation for payment will not be a representation that the Engineer is responsible for construction means, methods, techniques,

sequences or procedures or has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Price. ***Engineer has budgeted for review of five (5) payment applications, one being the final adjusting payment.***

- M. Prepare and issue Change Orders to the construction contract to address modifications to the original scope or details of construction, modifications to the construction contract schedule, Owner requested changes, unforeseen conditions, and unit quantity overruns and/or underruns. The Engineer shall submit the change orders to the funding agency for approval/concurrence. ***The Engineer has budgeted for one (1) change order, not inclusive of the Final Adjusting Change Order.***
- N. Following notice from Contractor that Contractor considers the entire work ready for its intended use, Engineer and Owner, accompanied by Contractor, shall conduct a one (1) day final walk-through inspection to determine if the work is substantially and satisfactorily complete. If such work is determined by Engineer to be substantially complete, Engineer shall provide a notice of substantial completion to Owner and Contractor. If work is not deemed suitable, Engineer shall, provide in writing, a list of deficiencies to be corrected before the work can be deemed substantially complete. Engineer's resident representative shall review the work when the Contractor provides in writing a statement that all deficiencies have been corrected. This additional review shall be a function of the Project Representation. ***The Engineer has budgeted one (1) final walk-through inspection.***
- O. Debrief with Owner's and Engineer's resident representative to determine if the completed Work is acceptable to Owner so that Engineer may recommend, in writing, final payment to Contractor and may give written notice to Owner and Contractor that the Work is acceptable. Accompanying the recommendation for final payment, Engineer shall indicate that the work is acceptable to the best of Engineer's knowledge, information and belief and based on the extent of the services performed and furnished by Engineer and Owner under this Agreement. After determining that the completed Work is acceptable, issue a written Notice of Acceptance to the Contractor. Notice shall establish the completion date.
- P. Receive, review and approve Contractor's final payment request. Prepare a final adjusting change order (if required) to be signed by the Contractor and submitted to the Owner with the final pay request.
- Q. Prepare "Record Drawings" of completed project improvements based on Contractor's red-line field mark-ups.
- R. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, shop drawing, drawings and other data furnished by Contractor to Engineer. The record prints shall also incorporate the Owner's and Resident Field Representative's observation of changes made during

- construction. These record drawings shall be prepared on engineering bond paper and on USB Flash Drive (in PDF format) for delivery to the Owner.
- S. Following completion of construction and Final Acceptance by Owner, Engineer shall provide project close out services.
8. Construction Observation: The Engineer shall provide part-time Resident Field Representatives to monitor construction by the Contractor and to perform the duties listed herein. *Engineer has budgeted for 43 periodic visits (based on 2 days/week at 8-hours/work day) inclusive of one (1) final inspection and one (1) re-inspection, if needed.*
- A. Owner and Engineer agree that representation at the site shall be provided on a part-time basis and during critical construction and milestone items. Engineer shall provide Resident Field Representatives to assist Owner in observing the progress and quality of the work of the Contractor. Field representation shall be at a sufficient level to assist Owner in observing the Contractor's work. Engineer shall notify Owner promptly if above level of field representation is insufficient to review work as defined by Engineer and Owner and vice versa.
- B. Such Field Representatives shall be selected, employed, and directed by Engineer. The duties, responsibilities and limitations of authority of such Field Representatives shall be described in the EJCDC General Conditions of the Contract Documents and as detailed herein. Engineer shall provide to Owner resumes for review and allow Owner to interview Field Representatives for approval prior to assignment to the Project.
- C. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, Engineer shall use reasonable efforts to provide further protection for Owner against defects and deficiencies in the work of Contractor.
- D. The duties and responsibilities of the Resident Project Representative are limited to those of Engineer in Engineer's Agreement with the Owner in the construction Contract Documents. Where applicable, Owner's agent shall also provide these duties and responsibilities during the course of the Project.
9. Easement Survey and Platting (Task Code .E): The ENGINEER will provide surveying and mapping services for easement and property acquisition required for the stormwater improvements. The ENGINEER has determined that four (4) parcels will be affected. The services shall consist of the following tasks:

- A. Perform all field surveys as required for easement acquisition, including all deed and title research;
- B. Prepare map(s) showing the property to be acquired for the PROJECT. The map(s) shall be prepared in accordance with requirements of State of North Carolina, COUNTY and the Register of Deeds and shall include all pertinent deed reference data, property lines, property owners, etc. and shall be suitable for recording with the said COUNTY Registry.
- C. Furnish to the OWNER up to ten (10) copies of the map(s).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within eighteen (18) months of the date of this agreement.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding five (5) months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:



1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
  - b. By Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
  - C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished

in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply

with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2018 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

*THIS SPACE INTENTIONALLY LEFT BLANK*

7.01 *Basis of Payment*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

Phase/Description	Basis	Fee
.1 - Project Management	LS	\$10,000.00
.2 - Design Survey/Base Mapping		3,500.00
.3 - ER/EID (Not Assigned)		
.4 - Engineering Design	LS	15,000.00
.5 - Permitting and Approvals	LS	5,000.00
.6 - Bidding	LS	5,000.00
.7 - Construction Administration	LS	8,000.00
.8 - Construction Observation (Part-Time)	HENTE	15,500.00
.E - Easement Survey and Platting	LS	8,000.00
<b>TOTAL ENGINEERING SERVICES FEE</b>		<b>\$ 70,000.00</b>

LS: *Lump Sum*

HENTE: *Hourly plus Expenses Not-to-Exceed*

- A. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus, reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1. Additional Services may include:

1. Extended services required during construction that are made necessary by (1) work damaged by fire or other cause during construction, (2) prolongation of the contract time, and (3) Contractor's defaults.
2. Serving as a Consultant or witness for any legal proceeding.
3. Wetlands, stream and protected species mitigation services.
4. Archeological services.
5. Work associated with bidding assistance if the project must be re-bid or if the Owner elects not to award the project immediately but to bid the Project again at a later date. Should this situation occur, the Owner and Consultant will then agree to appropriate compensation for the Consultant's additional work.

6. Other professional services related to the Project, but not specifically described in this Agreement's Scope of Services, identified and authorized in writing by the Owner's authorized representative.
7. Easement acquisition surveys and plats (unless specifically included in scope and fee).
8. Easement acquisition services.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Town of Warrenton, North Carolina

x \_\_\_\_\_

By: Robert Davie

Title: Town Administrator

Date Signed: \_\_\_\_\_

Address for giving notices:

Town of Warrenton

113 S. Bragg Street

Warrenton, NC 27589

Attn: Robert Davie, Town Administrator

ENGINEER: Municipal Engineering, Inc.

x  \_\_\_\_\_

By: Travis Woodie

Title: CFO/COO

Date Signed: 10-25-2023

Engineer License or Firm's Certificate  
Number: F-0812 and C-586

State of: North Carolina

Address for giving notices:

Municipal Engineering, Inc.

68 Shipwash Drive

Garner, NC 27529

Attn: Gary M. Flowers, PE, Project Manager

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, 20\_\_\_\_.

**Engineer's Standard Hourly Rates**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

Sr. Principal Engineer	\$205.00 per hour
Sr. Project Engineer	\$175.00 per hour
Principal Project Manager	\$175.00 per hour
Professional Geologist	\$170.00 per hour
Senior Project Manager	\$155.00 per hour
Senior Engineer I	\$155.00 per hour
Funding Director	\$165.00 per hour
Funding Administrator	\$165.00 per hour
Expert Witness	\$220.00 per hour
Design Engineer	\$100.00 per hour
Environmental Specialist II	\$110.00 per hour
Environmental Specialist	\$ 90.00 per hour
Lead Senior Designer	\$105.00 per hour
Senior Designer	\$ 95.00 per hour
Design Technician	\$ 90.00 per hour
Professional Land Surveyor	\$165.00 per hour
Survey - Robotics	\$150.00 per hour
Survey - GPS	\$165.00 per hour
Survey Technician	\$ 85.00 per hour
Senior Construction Observer	\$ 90.00 per hour
QA/QC Field Supervisor	\$100.00 per hour
Secretary/Administrative Asst.	\$ 65.00 per hour
Consultants	Cost plus 15%
Direct Costs	Cost plus 15%
No Charge for Mileage or Phone Calls	



Warrenton Historic District  
(Additional Documentation, Boundary Increase,  
Boundary Decrease)  
Warrenton, Warren County, North Carolina

- 2023 Warrenton Historic District Boundary
- - - 1976 Warrenton Historic District Boundary
- Contributing Building
- Non-Contributing Building
- 000 Street Address
- VL Vacant Lot
- ↔ Adjacent Lots with Shared Ownership
- ↖ Photo View
- A1 Coordinates for Increase Areas over 10 acres
- ★ Coordinate Marker for Increase Areas under 10 acres

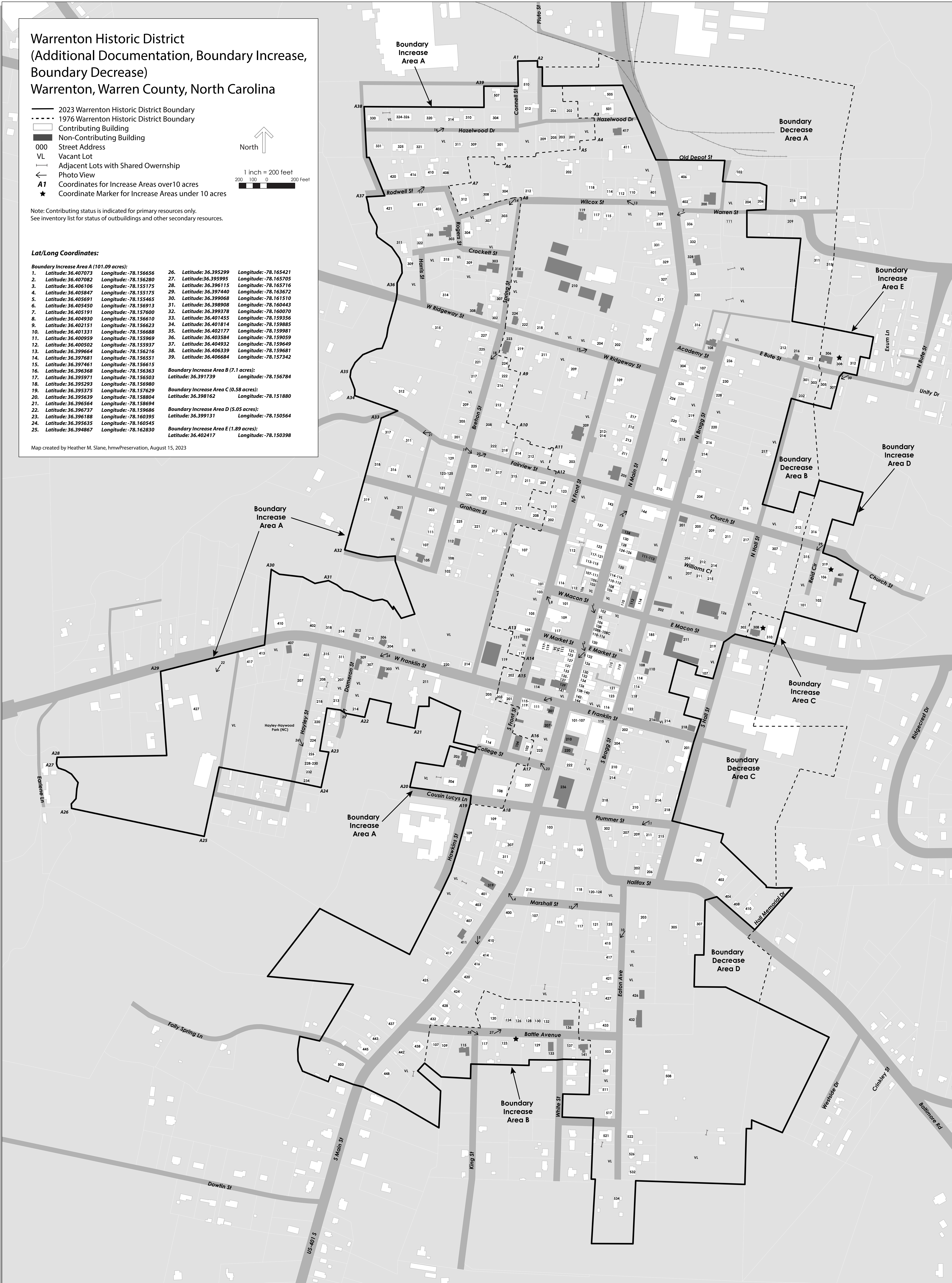
Note: Contributing status is indicated for primary resources only.  
See inventory list for status of outbuildings and other secondary resources.

Lat/Long Coordinates:

Boundary Increase Area A (101.09 acres):

- |                         |                       |  |                       |
|-------------------------|-----------------------|--|-----------------------|
| 1. Latitude: 36.407073  | Longitude: -78.156656 | 26. Latitude: 36.395299                | Longitude: -78.165421 |
| 2. Latitude: 36.407082  | Longitude: -78.156280 | 27. Latitude: 36.395995                | Longitude: -78.165705 |
| 3. Latitude: 36.406106  | Longitude: -78.155175 | 28. Latitude: 36.396115                | Longitude: -78.165716 |
| 4. Latitude: 36.405847  | Longitude: -78.155175 | 29. Latitude: 36.397440                | Longitude: -78.163672 |
| 5. Latitude: 36.405691  | Longitude: -78.155465 | 30. Latitude: 36.399068                | Longitude: -78.161510 |
| 6. Latitude: 36.405450  | Longitude: -78.156913 | 31. Latitude: 36.398908                | Longitude: -78.160443 |
| 7. Latitude: 36.405191  | Longitude: -78.157600 | 32. Latitude: 36.399378                | Longitude: -78.160070 |
| 8. Latitude: 36.404930  | Longitude: -78.156610 | 33. Latitude: 36.401455                | Longitude: -78.159356 |
| 9. Latitude: 36.402151  | Longitude: -78.156623 | 34. Latitude: 36.401814                | Longitude: -78.159885 |
| 10. Latitude: 36.401331 | Longitude: -78.156688 | 35. Latitude: 36.402177                | Longitude: -78.159981 |
| 11. Latitude: 36.400959 | Longitude: -78.155969 | 36. Latitude: 36.403584                | Longitude: -78.159059 |
| 12. Latitude: 36.400502 | Longitude: -78.155937 | 37. Latitude: 36.404932                | Longitude: -78.159649 |
| 13. Latitude: 36.399664 | Longitude: -78.156216 | 38. Latitude: 36.406339                | Longitude: -78.159681 |
| 14. Latitude: 36.397681 | Longitude: -78.156551 | 39. Latitude: 36.406684                | Longitude: -78.157342 |
| 15. Latitude: 36.397461 | Longitude: -78.156615 |  |                       |
| 16. Latitude: 36.396368 | Longitude: -78.156363 | Boundary Increase Area B (7.1 acres):  |                       |
| 17. Latitude: 36.395971 | Longitude: -78.156503 | Latitude: 36.391739                    | Longitude: -78.156784 |
| 18. Latitude: 36.395293 | Longitude: -78.156980 | Boundary Increase Area C (0.58 acres): |                       |
| 19. Latitude: 36.395375 | Longitude: -78.157629 | Latitude: 36.398162                    | Longitude: -78.151880 |
| 20. Latitude: 36.395639 | Longitude: -78.158804 | Boundary Increase Area D (5.05 acres): |                       |
| 21. Latitude: 36.396564 | Longitude: -78.158694 | Latitude: 36.399131                    | Longitude: -78.150564 |
| 22. Latitude: 36.396737 | Longitude: -78.159686 | Boundary Increase Area E (1.89 acres): |                       |
| 23. Latitude: 36.396188 | Longitude: -78.160395 | Latitude: 36.402417                    | Longitude: -78.150398 |
| 24. Latitude: 36.395635 | Longitude: -78.160545 |  |                       |
| 25. Latitude: 36.394867 | Longitude: -78.162830 |  |                       |

Map created by Heather M. Slane, hmwPreservation, August 15, 2023







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

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### **Cross Connection Ordinance Summary**

Preferred Adoption Date for Ordinance: December 1, 2023

#### **Inclusions:**

- Detailed responsibilities of consumer, tester/installer, Town of Warrenton
- Requirement for certified devices
- Requirement for certified testers/installers
- List of affected business types by hazard
  - Two types of hazards that require two different types of backflow devices
  - Residential irrigation systems require a backflow device
  - Special requirements for fire systems
- List of devices permitted by the State
- Notification procedures
- List of definitions

#### **Appeals**

Consumer may appeal to Director of Public Works. Beyond the Director of Public Works the appeal is to the Board of Commissioners, which has 90 days to respond.

# **Town of Warrenton**

## **North Carolina**

### **Cross Connection Control Ordinance**

- (a) The purpose of this cross connection control article is to define the authority of the *Town of Warrenton* as the water purveyor in the elimination of all cross connections within its public potable water supply.
- (b) This article shall apply to all users connected to the *Town of Warrenton's* public potable water supply regardless of whether the user is located within the town limits or outside of the town limits.
- (c) This article will comply with the Federal Safe Drinking Water Act (PL 93-523), the North Carolina State Administrative Code (15A NCAC 18C), and the North Carolina State Building Code (Volume II) as they pertain to cross connections with the public water supply.

#### **Sec. 15-392. Objectives of article**

The specific objectives of this cross connection control article for the *Town of Warrenton* are as follows:

- (1) To protect the public potable water supply of the *Town of Warrenton* against actual or potential contamination by isolating within the consumer's water system contaminants or pollutants which could, under adverse conditions, backflow through uncontrolled cross connections into the public water system.
- (2) To eliminate or control existing cross connections, actual or potential, between the consumer's potable water system and nonpotable or industrial piping system.
- (3) To provide a continuing inspection program of cross connection control which will systematically and effectively control all actual or potential cross connections which may be installed in the future.

#### **Ordinance Amendment**

Pursuant to an affirmative vote of \_\_\_\_\_ yeas to \_\_\_\_\_ nays the Board of Commissioners of the *Town of Warrenton* at its regular meeting on the 13<sup>th</sup> day of November, 2023 and an affirmative vote of \_\_\_\_\_ yeas to \_\_\_\_\_ nays by the Board of Commissioners at its regular meeting on the 13th day of November, 2023 if required, the following ordinances are hereby AMENDED:

(Proposed Amendments in Italics, Showing additions)

#### **Sec. 15-393. Responsibilities**

- (a) *Health agency*

The state department of environment and natural resources has the responsibility for promulgating and enforcing laws, rules, regulations, and policies to be followed in carrying out an effective cross connection control program. The state department of environment and natural resources also has the primary responsibility of insuring that the water purveyor operates the public potable water system free of actual or potential sanitary hazards, including unprotected cross connections. The state department of environment and natural resources has the further responsibility of insuring that the water purveyor provides an approved water supply at the service connection to the consumer's water system and, further, that he requires the installation, testing, and maintenance of an approved backflow prevention assembly on the service connection when required.

(b) *Water purveyor*

Except as otherwise provided in this article, the water purveyor which is the *Town of Warrenton's* responsibility to ensure a safe water supply begins at the source and includes all of the public water distribution system, including the service connection, and ends at the point of delivery to the consumer's water system. In addition, the water purveyor shall exercise reasonable vigilance to insure that the consumer has taken the proper steps to protect the public potable water system. To insure that the proper precautions are taken, the v is required to determine the degree of hazard or potential hazard to the public potable water system; to determine the degree of protection required; and to ensure proper containment protection through an on-going inspection program. When it is determined that a backflow prevention assembly is required for the protection of the public system, the v shall require the consumer, at the consumer's expense, to install an approved backflow prevention assembly at each service connection, to test immediately upon installation and thereafter at a frequency as determined by the water purveyor, to properly repair and maintain such assembly or assemblies and to keep adequate records of each test and subsequent maintenance and repair, including materials and/or replacement parts.

(c) *Plumbing inspection*

The plumbing inspection departments have the responsibility to not only review building plans and inspect plumbing as it is installed; but, they have the explicit responsibility of preventing cross connections from being designed and built into the plumbing system within its jurisdiction. Where the review of building plans suggests or detects the potential for cross connections being made an integral part of the plumbing system, the plumbing inspector has the responsibility, under the state building code, for requiring that such cross connections be either eliminated or provided with backflow prevention equipment approved by the state building code. The plumbing inspector's responsibility begins at the point of delivery, downstream of the first installed backflow prevention assembly, and continues throughout the entire length of the consumer's water system. The plan inspector should inquire about the intended use of water at any point where it is suspected that a cross connection might be made or where one is actually called for by the plans. When such is discovered it shall be mandatory that a suitable, approved backflow prevention assembly approved by the state building code be required by the plans and be properly installed. The primary protection assembly for containment purposes only shall have approval from the v, the state building code, and the state department of environment and natural resources.

(d) *Consumer*

The consumer has the primary responsibility of preventing pollutants and contaminants from entering his potable water system or the public potable water system. The consumer's responsibility starts at the point of delivery from the public potable water system and includes all of his water system. The consumer, at his own expense, shall install, operate, test, and maintain approved backflow prevention assemblies as directed by the *Town of Warrenton*. The consumer shall maintain accurate records of tests and repairs made to backflow prevention assemblies and shall maintain such records for a minimum period of three years. The records shall be on forms approved by the *Town of Warrenton* and shall include the list of materials or replacement parts used. Following any repair, overhaul, repiping or relocation of an assembly, the consumer shall have it tested to insure that it is in good operating condition and will prevent backflow. Tests, maintenance and repairs of backflow prevention assemblies shall be made by a certified backflow prevention assembly tester.

(e) *Certified backflow prevention assembly testers*

When employed by the consumer to test, repair, overhaul, or maintain backflow prevention assemblies, a backflow prevention assembly tester will have the following responsibilities: The tester will be responsible for making competent inspections and for repairing or overhauling backflow prevention assemblies and making reports of such repair to the consumer and responsible authorities on forms approved by the *Town of Warrenton*. The tester shall include the list of materials or replacement parts used. The tester shall be equipped with and be competent to use all the necessary tools, gauges,

manometers and other equipment necessary to properly test, repair, and maintain backflow prevention assemblies. It will be the tester's responsibility to insure that original manufactured parts are used in the repair of or replacement of parts in a backflow prevention assembly. It will be the tester's further responsibility not to change the design, material or operational characteristics of an assembly during repair or maintenance without prior approval of the *Town of Warrenton*. A certified tester shall perform the work and be responsible for the competency and accuracy of all tests and reports. A certified tester shall provide a copy of all test and repair reports to the consumer and to the *Town of Warrenton* cross connection control department within ten business days of any completed test or repair work. A certified tester shall maintain such records for a minimum period of three years. All certified backflow prevention assembly testers must obtain and employ backflow prevention assembly test equipment which has been evaluated and/or approved by the *Town of Warrenton*. All test equipment shall be registered with the *Town of Warrenton* cross connection control department. All test equipment shall be checked for accuracy annually, at a minimum, calibrated, if necessary, and certified to the *Town of Warrenton* as to such calibration, employing an accuracy/calibration method acceptable to the *Town of Warrenton*. All certified backflow prevention assembly testers must become re-certified every two years through an approved backflow prevention certification program.

### **Sec.15-394. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Air-gap separation* means a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or nonpressure receiving vessel. An approved air-gap separation shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the receiving vessel, in no case less than one inch (2.54 cm).

*Approved* means, as used in reference to a water supply, a water supply that has been approved by the state department of environment and natural resources; or, as used in reference to air-gap separation, a pressure vacuum breaker, a double check valve assembly, a double check detector assembly, a reduced pressure principle backflow prevention assembly, a reduced pressure principle detector assembly, or other backflow prevention assemblies or methods means an approval by the *Town of Warrenton*.

*Backflow* means the undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the consumer or public potable water system from any source or sources.

*Backflow prevention assembly--Approved.* The term "approved backflow prevention assembly" means an assembly used for containment and/or isolation purposes that has been investigated and approved by the *Town of Warrenton* and has been shown to meet the design and performance standards of the American Society of Sanitary Engineers (ASSE), the American Water Works Association (AWWA), or the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California. The approval of backflow prevention assemblies by the *Town of Warrenton* is based on a favorable report by the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California, recommending such an approval. To be approved, an assembly must be readily accessible for in-line testing and maintenance. The *Town of Warrenton* reserves the right to evaluate any backflow prevention assembly through a field evaluation process for approval if necessary for a period of time established by the town.

*Backflow prevention assembly--Unapproved.* The term "unapproved backflow prevention assembly" means an assembly that has been investigated by the *Town of Warrenton* and has been determined to be unacceptable for installation within the *Town of Warrenton* water system. Consideration for disapproval and removal from the "approved list" shall be based upon, but not limited to, the following criteria: (i) Due to poor performance standards (i.e., significant failure rate); (ii) lack of or unavailability of repair parts; and/or, (iii) poor service or response from assembly's factory representative.

*Backflow prevention assembly--Type* means an assembly used to prevent backflow into a consumer or public potable water system. The type of assembly used should be based on the degree of hazard either existing or potential. The types are:

- (1) Double check valve assembly (DCVA).
- (2) Double check detector assembly (fire system) (DCDA).
- (3) Pressure vacuum breaker (PVB).
- (4) Atmospheric vacuum breaker (AVB)
- (5) Reduced pressure principle assembly (RP).
- (6) Reduced pressure principle detector assembly (fire system). (RPDA).

*Backflow prevention assembly tester--Certified.* The term "certified backflow prevention assembly tester" means a person who has proven his competency to the satisfaction of the *Town of Warrenton*. Each person who is certified to make competent tests, or to repair, overhaul, and make reports on backflow prevention assemblies shall be knowledgeable of applicable laws, rules, and regulations, shall be a licensed plumber or have at least two years' experience under and be employed by a state licensed plumber or plumbing contractor, or have equivalent qualifications acceptable to the *Town of Warrenton*, and must hold a certificate of completion from an approved training program in the testing and repair of backflow prevention assemblies. Backflow assembly testers who hold a certificate of completion from an approved training program shall be required to successfully complete a practical examination administered by the *Town of Warrenton* prior to conducting test and repair work on backflow prevention assemblies in the *Town of Warrenton* water system. Backflow assembly testers who hold a certificate of completion from a nonapproved training program shall be required to successfully complete a written and practical examination administered by the *Town of Warrenton* prior to conducting test and repair work on backflow prevention assemblies in the *Town of Warrenton* water system.

*Backflow prevention device--Approved.* The term "approved backflow prevention device" means a device used for isolation purposes that has been shown to meet the design and performance standards of the American Society of Sanitary Engineers (ASSE) and the American Water Works Association (AWWA)

*Back-pressure backflow* means any elevation in the consumer water system, by pump, elevation of piping, or steam and/or air pressure, above the supply pressure at the point of delivery which would cause, or tend to cause, a reversal of the normal direction of flow.

*Back-siphonage backflow* means a reversal of the normal direction of flow in the pipeline due to a negative pressure (vacuum) being created in the supply line with the backflow source subject to atmospheric pressure.

*Check valve--Approved.* The term "approved check valve" means a check valve that is drip-tight in the normal direction of flow when the inlet pressure is at least one psi and the outlet pressure is zero. The check valve shall permit no leakage in a direction reverse to the normal flow. The closure element (e.g. clapper, poppet, or other design) shall be internally loaded to promote rapid and positive closure. An approved check valve is only one component of an approved backflow prevention assembly, i.e., pressure vacuum breaker, double check valve assembly, double check detector assembly, reduced pressure principle assembly, or reduced pressure detector assembly.

*Consumer* means any person, firm, or corporation using or receiving water from the *Town of Warrenton* water system.

*Consumer's potable water system* means that portion of the privately owned potable water system lying between the point of delivery and point of use and/or isolation protection. This system will include all pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, store, or use potable water.

*Consumer's water system* means any water system commencing at the point of delivery and continuing throughout the consumer's plumbing system, located on the consumer's premises, whether supplied by public potable water or an auxiliary water supply. The system or systems may be either a potable water system or an industrial piping system.

*Containment* means preventing the impairment of the public potable water supply by installing an approved backflow prevention assembly at the service connection.

*Contamination* means an impairment of the quality of the water which creates a potential or actual hazard to the public health through the introduction of hazardous or toxic substances or through the spread of disease by sewage, industrial fluids, or waste.

*Cross connection* means any unprotected actual or potential connection or structural arrangement between a public or a consumer's water system and any other source or system through which it is possible to introduce any contamination or pollution, other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices, and other temporary or permanent devices through which or because of which "backflow" can or may occur are considered to be cross connections.

*Double check detector assembly* means a specially designed assembly composed of a line-size approved double check valve assembly with a specific bypass water meter and a meter-sized approved double check valve assembly. The meter shall register (in U.S. gallons or cubic feet) accurately for only very low rates of flow and shall show a registration for all rates of flow. This assembly shall only be used to protect against a nonhealth hazard (i.e., pollutant).

*Double check valve assembly* means an assembly composed of two independently acting, approved check valves, including tightly closing shutoff valves attached at each end of the assembly and fitted with properly located test cocks. This assembly shall only be used to protect against a nonhealth hazard (i.e., pollutant).

*Hazard--Degree of.* The term "degree of hazard" is derived from the evaluation of conditions within a system which can be classified as either a "pollutional" (nonhealth) or a "contamination" (health) hazard.

*Hazard--Health.* The term "health hazard" means an actual or potential threat of contamination of a physical, hazardous or toxic nature to the public or consumer's potable water system to such a degree or intensity that there would be a danger to health.

*Hazard--Nonhealth.* The term "nonhealth hazard" means an actual or potential threat to the quality of the public or the consumer's potable water system. A nonhealth hazard is one that, if introduced into the public water supply system, could be a nuisance to water customers, but would not adversely affect human health.

*Hazard--Pollutional.* The term "pollutional hazard" means an actual or potential threat to the quality or the potability of the public or the consumer's potable water system but which would not constitute a health or a system hazard, as defined. The maximum degree or intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause minor damage to the system or its appurtenances.

*Health agency* means the state department of environment and natural resources.

*Industrial fluids* means any fluid or solution which may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration such as would constitute a health or nonhealth hazard if introduced into a public or consumer potable water system. Such fluids may include, but are not limited to: process waters; chemicals in fluid form; acids and alkalis; oils, gases; etc.

*Industrial piping system--Consumer's.* The term "consumer's industrial piping system" means any system used by the consumer for transmission of or to confine or store any fluid, solid or gaseous substance other than an approved water supply. Such a system would include all pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, or store substances which are or may be polluted or contaminated

*Isolation* means the act of confining a localized hazard within a consumer's water system by installing approved backflow prevention assemblies. Disclaimer: *Town of Warrenton* may make recommendations, upon facility inspection, as to the usages of isolation devices/assemblies, but does not assume or have responsibility whatsoever for such installations.

*Point of delivery* means generally at the property line of the customer, adjacent to the public street where the *Town of Warrenton* mains are located, or at a point on the customer's property where the meter is located. The customer shall be responsible for all water piping and control devices located on the customer's side of the point of delivery.

*Pollution* means an impairment of the quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect the aesthetic qualities of such waters for domestic use.

*Potable water* means water from any source which has been investigated by the state department of environment and natural resources and which has been approved for human consumption.

*Public potable water system* means any publicly or privately owned water system operated as a public utility, under a current state department of environment and natural resources permit, to supply water for public consumption or use. This system will include all sources, facilities, and appurtenances between the source and the point of delivery such as valves, pumps, pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, treat, or store potable water for public consumption or use.

*Reduced pressure principle backflow prevention assembly* means an assembly containing within its structure a minimum of two independently acting, approved check valves, together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve. The first check valve reduces the supply pressure a predetermined amount so that during normal flow and at cessation of normal flow, the pressure between the checks is less than the supply pressure. In case of leakage of either check valve, the pressure differential relief valve, by discharge to atmosphere, shall operate to maintain the pressure between the checks less than the supply pressure. The unit shall include tightly closing shutoff valves located at each end of the assembly and each assembly shall be fitted with properly located test cocks. The assembly is designed to protect against a health hazard (i.e., contaminant).

*Reduced pressure principle detector assembly* means a specially designed assembly composed of a line-size approved reduced pressure principle backflow prevention assembly with a specific bypass water meter and a meter-sized approved reduced pressure principle backflow prevention assembly. The meter shall register, in U.S. gallons or cubic feet, accurately for only very low rates of flow and shall show a registration for all rates of flow. This assembly shall be used to protect against a health hazard (i.e., contaminant).

*Service connections* means the terminal end of a service connection from the public potable water system, i.e., where the *Town of Warrenton* loses jurisdiction and sanitary control over the water at its point of delivery to the consumer's water system.

*Vacuum breaker--Atmospheric type.* The term "atmospheric vacuum breaker," also known as the "nonpressure type vacuum breaker," means a device containing a float-check, a check seat, and an air inlet port. The flow of water into the body causes the float to close the air inlet port. When the flow of water stops, the float falls and forms a check valve against back-siphonage and at the same time opens the air inlet port to allow air to enter and satisfy the vacuum. Shutoff valves downstream of AVBs are not allowed. AVB's must always be installed at a minimum of 6" above the highest outlet. An atmospheric vacuum breaker is designed to protect against health hazards, isolation protection only, under a backsiphonage condition only.

*Vacuum breaker--Pressure type.* The term "pressure vacuum breaker" means an assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly is to be equipped with properly located test cocks and tightly closing shutoff valves attached at each end of the assembly. PVB's must always be installed at a minimum of 12" above the highest outlet. This assembly is designed to protect against a health hazard (i.e., contaminant) under a backsiphonage condition only.

*Water purveyor* means the owner or operator of a public potable water system, providing an approved water supply to the public.

*Water supply--Approved.* The term "approved water supply" means any public potable water supply which has been investigated and approved by the permit. In determining what constitutes an approved water supply, the state department of environment and natural resources has reserved the final judgment as to its safety and potability.

*Water supply--Auxiliary.* The term "auxiliary water supply" means any water supply on or available to the premises other than the purveyor's approved public potable water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source such as a well, spring, river, stream, etc., "used water", or industrial fluids. These waters may be polluted, contaminated, or objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

*Water supply--Unapproved.* The term "unapproved water supply" means a water supply which has not been approved for human consumption by the state department of environment and natural resources.

*Water--Used.* The term "used water" means any water supplied by a water purveyor from a public water system to a consumer's water system after it has passed through the point of delivery and is no longer under the control of the water purveyor.

#### **Sec. 15-395. Right of entry**

- (a) Authorized representatives from the *Town of Warrenton* shall have the right to enter, upon presentation of proper credentials and identification, any building, structure, or premises during normal business hours, or at any time during the event of an emergency, to perform any duty imposed by this article. Those duties may include sampling and testing of water, or inspections and observations of all piping systems connected to the public water supply. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with the security guards so that upon presentation of suitable identification, *Town of Warrenton* personnel will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Refusal to allow entry for these purposes may result in discontinuance of water service.
- (b) On request, the consumer shall furnish to the commission any pertinent information regarding the water supply system on such property where cross connections and backflow are deemed possible.

#### **Sec. 15-396. Elimination of cross connections; degree of hazard**

- (a) When cross connections are found to exist, the owner, his agent, occupant, or tenant will be notified in writing to disconnect the cross connection within the time limit established by the *Town of Warrenton*. Degree of protection required and maximum time allowed for compliance will be based upon the potential degree of hazard to the public water supply system. The maximum time limits are as follows:
  - (1) Cross connections with private wells or other auxiliary water supplies--immediate disconnection.
  - (2) All facilities which pose a health hazard to the potable water system must have a containment assembly in the form of a reduced pressure principle backflow prevention assembly within 60 days.
  - (3) All industrial and commercial facilities not identified as a health hazard shall be considered nonhealth hazard facilities. All nonhealth hazard facilities must install, as a minimum containment assembly, a double check valve assembly within 90 days
  - (4) If, in the judgment of the *Town of Warrenton*, an imminent health hazard exists, water service to the building or premises where a cross connection exists may be terminated unless an air gap is immediately provided, or the cross connection is immediately eliminated.
  - (5) Based upon recommendation from the *Town of Warrenton*, the consumer is responsible for installing sufficient internal isolation backflow prevention assemblies and/or methods (i.e., air gap, pressure vacuum breakers, reduced pressure principle backflow prevention assembly, double check valve assembly).
  - (6) Water mains served by the *Town of Warrenton* but not maintained by the *Town of Warrenton* should be considered cross connections, with degree of hazard to be determined by the *Town of*



*Warrenton*. Degree of protection shall be based upon the degree of hazard, as determined by the *Town of Warrenton*.

- (7) In the event that a *Town of Warrenton* cross connection control inspector does not have sufficient access to every portion of a private water system (e.g., classified research and development facilities; federal government property) to allow a complete evaluation of the degree of hazard associated with such private water systems, an approved reduced pressure principle assembly shall be required as a minimum of protection.
- (b) No person shall fill special use tanks or tankers containing pesticides, fertilizers, other toxic chemicals or their residues from the public water system except at a location equipped with an air gap or an approved reduced pressure principle backflow prevention assembly properly installed on the public water supply.

#### **Sec. 15-397. Installation of assemblies.**

- (a) All backflow prevention assemblies shall be installed in accordance with the specifications furnished by The *Town of Warrenton* and/or the manufacturer's installation instructions and/or in the latest edition of the state building code, whichever is most restrictive. All assemblies installed above ground outside must be protected from freezing with an above ground enclosure that meets the ASSE 1060 standard. If the assembly is installed outside and intended for commercial domestic water use, a heat source must be ready available at the assembly, if necessary, and must be freeze proof.
- (b) All new construction plans and specifications, when required by the state building code and the state department of environment and natural resources, shall be made available to the *Town of Warrenton* for review and approval, and to determine the degree of hazard.
- (c) Ownership, testing, and maintenance of the assembly shall be the responsibility of the customer.
- (d) All double check valve assemblies must be installed in accordance with detailed specifications provided by the *Town of Warrenton*. Double check valve assemblies may be installed in a vertical position provided they have been specifically approved by the manufacture and with prior approval from the *Town of Warrenton* Cross Connection Control Department provided the flow of water is in an upward direction. All double check valve assemblies 2 1/2" and larger must be installed above ground covered by an above ground enclosure that meets the ASSE 1060 standard if they are installed outside. Inside installations must meet North Carolina Plumbing Code.
- (e) Reduced pressure principle assemblies must be installed in a horizontal position and in a location in which no portion of the assembly can become submerged in any substance under any circumstances. The further most bottom portion of the body must be at a minimum of 12" above grade, no more than 4'. Pit and/or below grade installations are prohibited.
- (f) The installation of a backflow prevention assembly which is not approved must be replaced with an approved backflow prevention assembly.
- (g) The installer is responsible to make sure a backflow prevention assembly is working properly upon installation and is required to furnish the following information to the *Town of Warrenton* Cross Connection Control Department within 15 days after a reduced pressure principle backflow preventer (RP), double check valve assembly (DCVA), pressure vacuum breaker (PVB), double check detector assembly (DCDA), or reduced pressure principle detector assembly (RPDA) is installed:
  - (1) Service address where assembly is located.
  - (2) Owner and address, if different from service address.
  - (3) Description of assembly's location.
  - (4) Date of installation.
  - (5) Installer, include name, plumbing company represented, plumber's license number, and project permit number.
  - (6) Type of assembly, size of assembly.

- (7) Manufacturer, model number, serial number.
- (8) Test results/report.
- (h) When it is not possible to interrupt water service, provisions shall be made for a parallel installation of backflow prevention assemblies. The *Town of Warrenton* will not accept an unprotected bypass around a backflow preventer when the assembly is in need of testing, repair, or replacement.
- (i) The consumer shall, upon notification, install the appropriate containment assembly not to exceed the following time frame:
  - Health hazard . . . 60 days
  - Nonhealth hazard . . . 90 days
- (j) Following installation, all reduced pressure principle backflow preventers (RP), double check valve assemblies (DCVA), pressure vacuum breakers (PVB), double check detector assemblies (DCDA), or reduced pressure principle detector assemblies (RPDA) are required to be tested by a certified backflow prevention assembly tester within ten days.

### **Sec. 15-398. Testing and repair of assemblies**

- (a) Testing of backflow prevention assemblies shall be made by a certified backflow prevention assembly tester or may be contracted out to the *Town of Warrenton* cross connection control department at the customer's expense. Such tests are to be conducted upon installation and annually thereafter or at a frequency established by the *Town of Warrenton* regulations. A record of all testing and repairs is to be retained by the customer. Copies of the records must be provided to the *Town of Warrenton* cross connection control department within ten business days after the completion of any testing and/or repair work.
- (b) Any time that repairs to backflow prevention assemblies are deemed necessary, whether through annual or required testing or routine inspection by the owner or by the *Town of Warrenton*, these repairs must be completed within a specified time in accordance with the degree of hazard. In no case shall this time period exceed:
  - (1) Health hazard facilities . . . 14 days
  - (2) Non-health hazard facilities . . . 21 days
- (c) All backflow prevention assemblies with test cocks are required to be tested annually or at frequency established by the *Town of Warrenton* regulations. Testing requires a water shutdown usually lasting five to 20 minutes. For facilities that require an uninterrupted supply of water, and when it is not possible to provide water service from two separate meters, provisions shall be made for a parallel installation of backflow prevention assemblies.
- (d) All certified backflow prevention assembly testers must obtain and employ backflow prevention assembly test equipment which has been evaluated and/or approved by the *Town of Warrenton*. All test equipment shall be registered with the *Town of Warrenton* cross connection control department. All test equipment shall be checked for accuracy annually, at a minimum, calibrated, if necessary, and certified to the *Town of Warrenton* as to such accuracy/calibration, employing a calibration method acceptable to the *Town of Warrenton*. Ref. Sec. 15-393 (e)
- (e) It shall be unlawful for any customer or certified tester to submit any record to the *Town of Warrenton* which is false or incomplete in any material respect. It shall be unlawful for any customer or certified tester to fail to submit to the *Town of Warrenton* any record which is required by this article. Such violations may result in any of the enforcement actions outlined in section. 15-402. Enforcement

### **Sec. 15-399. Facilities requiring protection**

- (a) Approved backflow prevention assemblies shall be installed on the service line to any premises that the *Town of Warrenton* has identified as having a potential for backflow.
- (b) The following types of facilities or services have been identified by the *Town of Warrenton* as having a potential for backflow of nonpotable water into the public water supply system. Therefore, an approved backflow prevention assembly will be required on all such services according to the degree of hazard present. Other types of facilities or services not listed below may also be required to install approved backflow prevention assemblies if determined necessary by the *Town of Warrenton*. As a minimum requirement, all commercial services will be required to install a double check valve assembly, unless otherwise listed in this subsection.

DCVA = Double check valve assembly

RP = Reduced pressure principle assembly

DCDA = Double check detector assembly

RPDA = Reduced pressure detector assembly

AG = Air gap

PVB = Pressure vacuum breaker

- (1) Aircraft and missile plants: RP
- (2) Automotive services stations, dealerships, etc.
  - a. No health hazard: DCVA
  - b. Health hazard: RP
- (3) Automotive plants: RP
- (4) Auxiliary water systems:
  - a. Approved public/private water supply: DCVA
  - b. Unapproved public/private water supply: AG
  - c. Used water and industrial fluids: RP
- (5) Bakeries:
  - a. No health hazard: DCVA
  - b. Health hazard: RP
- (6) Beauty shops/barber shops:
  - a. No health hazard: DCVA
  - b. Health hazard: RP
- (7) Beverage bottling plants: RP
- (8) Breweries: RP
- (9) Buildings--Hotels, apartment houses, public and private buildings, or other structures having unprotected cross connections.
  - a. (Under five stories) no health hazard: DCVA
  - b. (Under five stories) health hazard: RP
  - c. (Over five stories) all: RP
- (10) Canneries, packing houses, and rendering plants: RP
- (11) Chemical plants--Manufacturing, processing, compounding or treatment: RP
- (12) Chemically contaminated water systems: RP
- (13) Commercial car-wash facilities: RP

- (14) Commercial greenhouses: RP
- (15) Commercial sales establishments (department stores, malls, etc.)
  - a. No health hazard: DCVA
  - b. Health hazard: RP
- (16) Concrete/asphalt plants: RP
- (17) Dairies and cold storage plants: RP
- (18) Dye works: RP
- (19) Film laboratories: RP
- (20) Fire systems:
  - a. Systems three-fourths inch to two inches:
    - 1. No health hazard: DCVA
    - 2. Health hazard: (booster pumps, foam, antifreeze solution, etc.): RP
  - b. Systems 2 1/2 inches to ten inches or larger:
    - 1. No health hazard: DCDA
    - 2. Health hazard (booster pumps, foam, antifreeze solution, etc.): RPDA
- (21) Hospitals, medical buildings, sanitariums, morgues, mortuaries, autopsy facilities, nursing and convalescent homes, medical clinics, and veterinary hospitals: RP
- (22) Industrial facilities:
  - a. No health hazard: DCVA
  - b. Health hazard: RP
- (23) Laundries:
  - a. No health hazard: DCVA
  - b. Health hazard: (i.e., dry cleaners): RP
- (24) Lawn irrigation systems (split taps): RP
- (25) Metal manufacturing, cleaning, processing, and fabricating plants: RP
- (26) Mobile home parks:
  - a. No health hazard: DCVA
  - b. Health hazard: RP
- (27) Oil and gas production, storage or transmission properties: RP
- (28) Paper and paper products plants: RP
- (29) Pest control (exterminating and fumigating): RP
- (30) Plating plants: RP
- (31) Power plants: RP
- (32) Radioactive materials or substances plants or facilities handling: RP
- (33) Restaurants:
  - a. No health hazard: DCVA
  - b. Health hazard: RP

- (34) Restricted, classified, or other closed facilities: RP
- (35) Rubber plants (natural or synthetic): RP
- (36) Sand and gravel plants: RP
- (37) Schools and colleges: RP
- (38) Sewage and storm drain facilities: RP
- (39) Swimming pools: RP
- (40) Waterfront facilities and industries: RP

(c) All assemblies and installations shall be subject to inspection and approval by the *Town of Warrenton*.

#### **Sec. 15-400. Connections with unapproved sources of supply**

- (a) No person shall connect or cause to be connected any supply of water not approved by the state department of environment and natural resources to the water system supplied by the *Town of Warrenton*. Any such connections allowed by the *Town of Warrenton* must be in conformance with the backflow prevention requirements of this article.
- (b) In the event of contamination or pollution of a public or consumer potable water system, the consumer shall notify the *Town of Warrenton* immediately in order that appropriate measures may be taken to overcome and eliminate the contamination or pollution.

#### **Sec. 15-401. Fire protection systems**

- (a) All connections for fire protection systems connected with the public water system, two inches and smaller, shall be protected with an approved double check valve assembly as a minimum requirement. All fire systems using toxic additives or booster pumps shall be protected by an approved reduced pressure principle assembly at the main service connection.
- (b) All connections for fire protection systems connected with the public water system greater than two inches shall be protected with an approved double check detector assembly as a minimum requirement. All fire protection systems using toxic or hazardous additives or booster pumps shall be protected by an approved reduced pressure principle detector assembly at the main service connection.
- (c) All existing backflow prevention assemblies 2 1/2 inches and larger installed on fire protection systems that were initially approved by the *Town of Warrenton* shall be allowed to remain on the premises, as long as they are being properly maintained, tested and repaired as required by this article. If, however, the existing assembly must be replaced once it can no longer be repaired, or in the event of proven water theft through an unmetered source, the consumer shall be required to install an approved double check detector assembly or reduced pressure principle detector assembly as required by Sec. 15-399. Facilities requiring protection

#### **Sec. 15-402. Enforcement.**

- (a) The owner, manager, supervisor, or person in charge of any installation found not to be in compliance with the provisions of this article shall be notified in writing with regard to the corrective action to be taken. The time for compliance shall be in accordance with sections Sec. 15-402 (g) (1-4)
- (b) The owner, manager, supervisor, or person in charge of any installation which remains in noncompliance after the time prescribed in the initial notification, as outlined in section Sec. 15-402 (g) (1-4), shall be considered in violation of this article, and may be issued a civil citation by the *Town of Warrenton*. The

citation shall specify the nature of the violation and the provision of this article violated, and further notify the offender that the civil penalty for such violation is as set forth in subsection (c) of this section and is to be paid to the *Town of Warrenton* within 30 days. If the penalty prescribed in this subsection is not paid within the time allowed, the *Town of Warrenton* may initiate a civil action in the nature of a debt and recover the sums set forth in subsection (c) of this section plus the cost of the action.

- (c) Any offender who shall continue any violation beyond the time limit provided for in the aforementioned notification shall be subject to a civil penalty of up to \$1,000.00 per violation. Each day in which a violation of any provision of this article shall occur or continue shall constitute a separate and distinct offense.
- (d) If, in the judgment of the *Town of Warrenton*, any owner, manager, supervisor, or person in charge of any installation found to be in noncompliance with the provisions of this article neglects his or her responsibility to correct any violation, such neglect may result in discontinuance of water service until compliance is achieved.
- (e) Failure of a customer or certified tester to submit any record required by this article, or the submission of falsified reports/records may result in a civil penalty of up to \$1,000.00 per violation. If a certified backflow prevention assembly tester submits falsified records to the *Town of Warrenton*, the *Town of Warrenton* shall take the necessary actions to revoke certification to test backflow prevention assemblies within the potable water system for a time period not to exceed one year. The tester will then be required to complete an approved certification course to acquire a new certification. Falsification made to records/reports after becoming recertified shall result in the permanent revocation of backflow testing certification, in addition to a civil penalty as provided for in this subsection.
- (f) Enforcement of this program shall be administered by the Public Works Director of the *Town of Warrenton* or its authorized representative.
- (g) Requests for extension of time shall be made in writing to the Public Works Director of the *Town of Warrenton* or its authorized representative. All other appeals shall be made in accordance with the following procedures:
  - (1) Adjudicatory hearings. A customer assessed a civil penalty under this section shall have the right to an adjudicatory hearing before a hearing officer designated by the Public Works Director of the *Town of Warrenton* upon making written demand, identifying the specific issues to be contended, to the Public Works Director of the *Town of Warrenton* within 30 days following notice of final decision to assess a civil penalty. Unless such demand is made within the time specified in this subsection, the decision on the civil penalty assessment shall be final and binding.
  - (2) Appeal hearings. Any decision of the *Town of Warrenton* hearing officer made as a result of an adjudicatory hearing held under subsection (g)(1) of this section may be appealed by any party to the *Town of Warrenton* board of **Commissioners** upon filing a written demand within ten days of receipt of notice of the decision. Hearings held under this section shall be conducted in accordance with the *Town of Warrenton* hearing procedures. Failure to make written demand within the time specified in this subsection shall bar further appeal. The *Town of Warrenton* shall make a decision on the appeal within 90 days of the date the appeal was filed and shall transmit a written copy of its decision by registered or certified mail.
  - (3) Official record. When a final decision is issued under Sec. 15-402 (g)(2) of this section, the *Town of Warrenton* shall prepare an official record of the case that includes:
    - a. All notices, motions, and other like pleadings;
    - b. A copy of all documentary evidence introduced;
    - c. A certified transcript of all testimony taken, if testimony is transcribed. If testimony is taken and not transcribed, then a narrative summary of any testimony taken;

d. A copy of the final decision of the *Town of Warrenton*.

- (4) Judicial review. Any customer against whom a final decision of the *Town of Warrenton* is entered, pursuant to the hearing procedure under subsection Sec. 15-402 (g)(2) of this section, may appeal the order or decision by filing a written petition for judicial review within 30 days after receipt of notice by certified mail of the order or decision to the general court of justice of the county or of the county where the order or decision is effective, along with a copy to the Town *Town of Warrenton*. Within 30 days after receipt of the copy of the petition of judicial review, the *Town of Warrenton* shall transmit to the reviewing court the original or a certified copy of the official record, as outlined in subsection (g)(3) of this section.

### **Sec. 15-403. Severability**

If any section, subsection, sentence, or clause of this article is adjudged to be unconstitutional or otherwise invalid, such adjudication shall not affect the validity of the remaining portion of this article. It is hereby declared that this article would have been passed, and each section, sentence, or clause thereof, irrespective of the fact that any one or more sections, subsections, sentences, or clauses might be adjudged to be unconstitutional, for any other reason invalid.

Adopted this the 13<sup>th</sup> day of November, 2023

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Mayor

Attest:

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Town Clerk

Approved as to form:

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Town Attorney

11/06/2023

John Doe  
321 S 42nd St, Ste. #2  
Cityville, Statesville 12345

123 N Main, Ste. #2, Cityville, Statesville 12345  
Account Number: 98765432  
Group ID: 1881

**Cross Connection Control and Backflow Prevention Program**  
**BACKFLOW PREVENTER INSTALLATION REQUIRED.**

According to our records, cross-connection hazard(s) have been identified on your property which requires protection with backflow prevention assemblies. Only Town of Warrenton approved backflow certified testers can install these assemblies. For your convenience, a list of approved plumbers and testers is available via the link <https://aquaresource.app/portal/193>.

Hazard ID	Category	Required Protection	Hazard Type	Due Date
H23-000001	Irrigation	RP	Contaminant	11/06/2023
H23-000002	Irrigation	RP	Contaminant	11/21/2023

**How to complete your annual test:**

1. Select a plumber or tester from <https://aquaresource.app/portal/193>
2. Provide the Hazard ID and service account number in this letter to your selected tester.
3. The approved plumbers and testers in the list are registered with the Town of Warrenton's Backflow Prevention Program and they will submit your test results to the Town of Warrenton directly.

A passing test report is due by the **Due Date** listed above. If your backflow preventer has been tested within the last year of this letter date, please forward a copy of the test report to [publicworksdirector@warrenton.nc.gov](mailto:publicworksdirector@warrenton.nc.gov).

**Failure to submit test reports by the test due date may lead to termination of water service.**

Thank you for your cooperation and assistance. If you have any questions, please contact the Public Works Department at 252-257-1776 or email at [publicworksdirector@warrenton.nc.gov](mailto:publicworksdirector@warrenton.nc.gov).





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

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

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**Christmas Parade Resolution  
November 13, 2023**

Whereas, the Town of Warrenton hosts an annual Christmas parade;

Whereas, the Town of Warrenton considers its annual Christmas parade to be beneficial to residents and tourists alike;

Whereas, the Warren Record newspaper will notify residents of details of the event including its route;

Now therefore, the Board of Commissioners of the Town of Warrenton to hereby declare that Saturday, December 9, 2023 at 5:00 PM the Town will host its Christmas parade along South and North Main Streets, beginning at Cousin Lucy's Lane and ending at Ridgeway Street.

Motion made by: \_\_\_\_\_

Second made by: \_\_\_\_\_

Vote in favor: \_\_\_\_\_ Votes in opposition: \_\_\_\_\_

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Walter M. Gardner, Jr.  
Mayor



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

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## Changes Needed to Parade Ordinances

### 71.47 (A)

- Change “45 days” to “90 days”
- Update (A) (1) with requirements added to the new Applications (both sponsor and participant applications)



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Robert F. Davie, Jr. – Town Administrator

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### Warrenton Parade Application (Sponsor)

Sponsoring Organization \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Description of parade: \_\_\_\_\_

**Prohibitions** The following are strictly prohibited in any parade:

- All unregistered off-road vehicles, except for tractors or farm equipment
- 4-wheelers
- Dirt bikes
- Burnouts
- Alcohol
- Firearms
- Dogs
- Throwing of candy from moving vehicles
- Rain dates

### Requirements

- Safety plan/map showing parade route
- Vehicle registration for each vehicle in parade
- Driver information for each vehicle
- Proof of insurance by each driver
- Proof of insurance by sponsor (NCDOT \$1 million per incident)
- Children under 15 must be accompanied by an adult
- Tow vehicles must not exceed towing capacity
- A minimum of 12 volunteers to assist the Town in blocking streets and managing traffic
- For livestock entries, two additional volunteers with appropriate equipment required to follow behind for proper excrement clean-up/removal

The Town recommends holding parades during daylight hours for safety purposes.

## Warrenton Parade Application (Entrant)

Type of Entry (car, float) \_\_\_\_\_

Sponsoring Organization \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

If driver:

Vehicle Registration Number (license plate):

Driver's License Number

If group:

Number of Adults (age 16+) \_\_\_\_\_ Number of Children under the age of 15  
\_\_\_\_\_

Playing Music: Y\_\_\_\_ N\_\_\_\_ If so, what type \_\_\_\_\_



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## Noise Ordinance Change

This change came about as a request from Kimberly Harding and Cliff Jackson to both Commissioner Young and the Town Administrator. The request is designed to minimize noise on the weekend morning hours, which can be blowers and lawn mowers currently allowed to start at 6:00 AM.

To avoid hurting landscapers in summer days and Town employees starting work at 7:00 AM, the below changes are being proposed:

- For weekends only make the permissible hours 10:00 PM to 7:00 AM on Saturday and from 10:00 PM to 8:00 AM on Sundays.

### §94.03 PARTICULAR SOUNDS IMPACTING LIFE IN TOWN

(A) It shall be unlawful to carry on the following activities in any area of the Town:

- (1) Operate or permit the operation of construction machinery between the hours of 10:00 p.m. and 6:00 a.m.
- (2) Operate or permit the operation of commercial machinery between the hours of 10:00 p.m. and 6:00 a.m.
- (3) Operate or permit the operation of lawn mowers and other domestic power tools out-of-doors between 10:00 p.m. and 6:00 a.m.
- (4) Create or permit the creation of any mechanical sound which is deemed to be offensive to a complainant at the complainant's nearest property line.

(B) This section shall not apply to operations which are carried on in such a manner or in such a location as not to create sounds that negatively impact the quality of life in Town and shall not apply to emergency operations designed to protect the public health and safety.

\* Mitch Styers has stated that noise ordinances are difficult to enforce without specific reference to decibels.